

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

062392586

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

RESTRICTIVE COVENANT

ARTICLE 1
DEFINITIONS

For the purposes of this grant, the following definitions shall apply:

1.1 "Benefitted Lands" means those lands owned by Genstar at the time of the grant of these restrictive covenants as set forth in Schedule "A" attached hereto and forming part hereof.

1.2 "Chain Link Fencing" means chain link fence constructed substantially in accordance with the specifications attached hereto as Schedule "B".

1.3 "Burdened Lands" means those lands owned by Genstar at the time of the grant of these restrictive covenants as set forth in Schedule "C" attached hereto and forming part hereof.

1.4 "Development" means
(i) an excavation or stockpile and the creation of either of them,
(ii) a building or an addition to or replacement or repair of a building and the construction or placing of any of them in, on, over or under land.

1.5 "Development Permit" means a document that is issued under a City of Edmonton land use bylaw and authorizes a development.

1.6 "Existing Chain Link Fencing" means the Chain Link Fencing constructed (or to be constructed) by Genstar upon the rear and/or side property lines of:

- Lot 206 and Lots 210 to 214 inclusive, Block 1 and ✓
- Lots 79 to 83 inclusive, Lots 110 to 123 inclusive and ✓
- Lots 126 to 129 inclusive, Block 20

All in Plan 062 5264, and identified on the sketch attached hereto as Schedule "D".

1.7 "Future Chain Link Fence Lines" means those portions of the side and/or rear property lines (and being six and one half (6.50) metres in length) of the Burdened Lands identified as Future Chain Link Fence on the sketch attached hereto as Schedule "D".

1.8 "Genstar" means GENSTAR TITLECO LIMITED

1.9 "Lands" means the Benefitted Lands and Burdened Lands.

1.10 "Purchaser" or "Purchasers" means any person or body corporate who acquires the Burdened Lands from Genstar and any successor in title to such person.

ARTICLE 2
GRANT OF COVENANTS

WHEREAS:

2.1 The Burdened Lands comprise lots within a residential subdivision located in The City of Edmonton commonly known as "Lakeview".

2.2 In order to provide for the Benefitted Lands and the Burdened Lands to be developed as a residential subdivision and to maintain the aesthetics of the Burdened Lands and the Benefitted Lands, it is essential that:

- (i) Chain Link Fencing be constructed upon portions of the rear property lines of the Burdened Lands;
- (ii) the Existing Chain Link Fencing not be disturbed or allowed to fall into a state of disrepair; and
- (iii) certain restrictions be placed upon development in the rear yards of some of the Burdened Lands.

2.3 It is desirable that the benefit of the hereinafter provided conditions and covenants restrictive in nature be annexed to and run with the Benefitted Lands and that the burden of the said conditions and covenants restrictive in nature be annexed to and run with the Burdened Lands.

NOW THEREFORE Genstar as owner of the Lands annexes to the Benefitted Lands the benefit of the restrictive covenants hereinafter set forth and to the Burdened Lands the burden of the restrictive covenants hereinafter set forth as follows:

ARTICLE 3 THE EXISTING CHAIN LINK FENCING

3.1 No Purchaser shall by act or omission cause or allow the Existing Chain Link Fencing to be disturbed, damaged, removed, interfered with, changed or tampered with in any manner whatsoever nor shall any Purchaser allow the Existing Chain Link Fencing to fall into a state of disrepair.

3.2 The Purchaser shall be responsible for all costs incurred with respect to the maintenance and repair of the Existing Chain Link Fencing.

ARTICLE 4 FUTURE FENCING

4.1 No Purchaser shall construct any fencing or cause or permit any fencing to be constructed upon the Future Chain Link Fence Lines except for Chain Link Fencing.

4.2 No Purchaser shall by act or omission cause or allow the Chain Link Fencing (once constructed upon the Future Chain Link Lines) to be disturbed, damaged, removed, interfered with, changed or tampered with in any manner whatsoever nor shall the Purchaser allow such Chain Link Fencing to fall into a state of disrepair.

4.3 The Purchaser shall be responsible for all costs incurred with respect to the construction, installation, maintenance and repair of the Future Chain Link Fencing.

ARTICLE 5 CONSTRUCTION

5.1 Subject Article 5.2 hereof, no development in excess of one (1) metre in height shall be undertaken upon any lot comprising the Burdened Lands within six and one-half (6.5) metres of the rear lot line of such lot, except in the case of a corner lot bordering a flanking street where no development in excess of one (1) metre in height shall be undertaken within four and one-half (4.5) metres of the rear lot line, (the respective restricted development area described above is hereinafter in this Article 5 referred to as "No Build Zone"), except for:

- (i) The Chain Link Fencing;
- (ii) an uncovered deck and handrail constructed in accordance with regulations governing the construction of decks established from time to time by The City of Edmonton; and
- (iii) a garden equipment storage shed, play house or similar structure with a total height of less than two (2) metres and with architectural features that are compatible with the architectural features of the main building on the burdened land.

5.2 Architectural features or projections of the principal building (as described in the City of Edmonton land use bylaw) shall be permitted to encroach upon the No Build Zone provided the architectural features or projections:

- (i) are permitted by the City of Edmonton land use bylaw as amended from time to time: or
- (ii) have been approved by the City of Edmonton by the granting of a variance.

ARTICLE 6
DURATION

6.1 The restrictions described in this restrictive covenant shall bind the Burdened Lands from the date hereof until January 1, 2032.

ARTICLE 7
GENERAL PROVISIONS

7.1 The burden of these covenants shall pass with and extend to and run with and bind the Burdened Lands so as to bind the Purchaser and all successors and assigns deriving title from the Purchaser to the Burdened Lands or any part thereof or any interest therein.

7.2 No action shall lie as against Genstar for damages for the breach of any one or more of the covenants contained in this agreement unless Genstar remains the registered owner of the Burdened Lands or a portion thereof and is proven by a court of competent jurisdiction to be in breach of this agreement. This covenant shall constitute an absolute defence to any such action and may be pleaded as such.

7.3 The restrictive covenants set out herein are enforceable jointly and severally by Genstar and the registered owner or registered owners from time to time of the Benefitted Lands and any waiver by any registered owner of any portion of the Benefitted Lands of the strict performance of the covenants set out herein shall not of itself constitute a waiver or abrogate the covenants set out herein.


7.4 Any failure by Genstar or its successors to enforce any one or more of these restrictive covenants shall in no way be construed to be a waiver of any of the other restrictive covenants. No action shall lie against Genstar or its successors in title to the Benefitted Lands for failure to enforce the provisions of this restrictive covenant against the owner from time to time of any portion of the Burdened Lands. This covenant shall constitute an absolute defence to any such action and may be pleaded as such.

6.5 If any restrictions, covenants or conditions contained herein shall be declared invalid by any Court of competent jurisdiction, such invalidity shall not affect or impair the validity of any other restriction, covenant or condition contained herein which shall be read and construed as if any such invalid restriction, covenant or condition had never been included in these presents.

SIGNED, SEALED AND DELIVERED by Genstar Titleco Limited as of the 5th day of June 2006.

GENSTAR TITLECO LIMITED

Per: _____ 

Per: _____ 

SCHEDULE "A"

Benefitted Lands

PLAN 062 5264

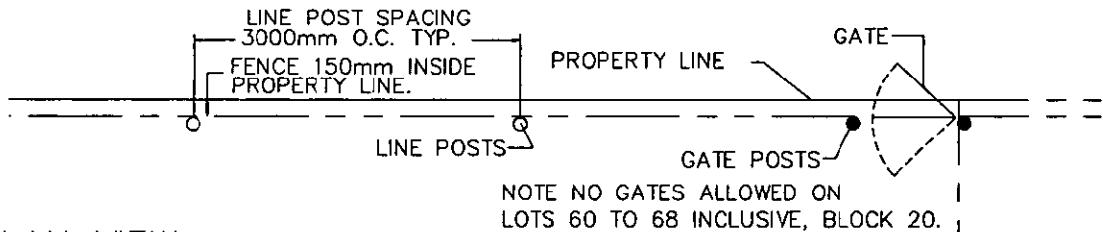
BLOCK 1

LOT 206 AND LOTS 210 TO 214 INCLUSIVE

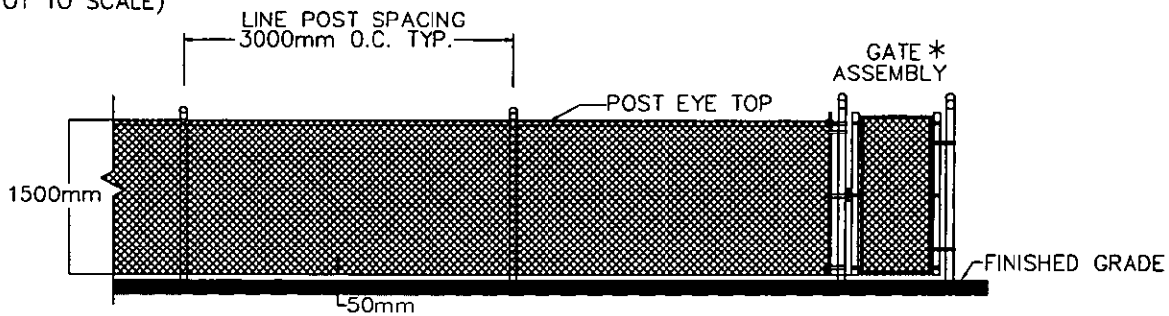
BLOCK 20

LOTS 79 TO 83 INCLUSIVE, LOTS 110 TO 123 INCLUSIVE
AND LOTS 126 TO 129 INCLUSIVE

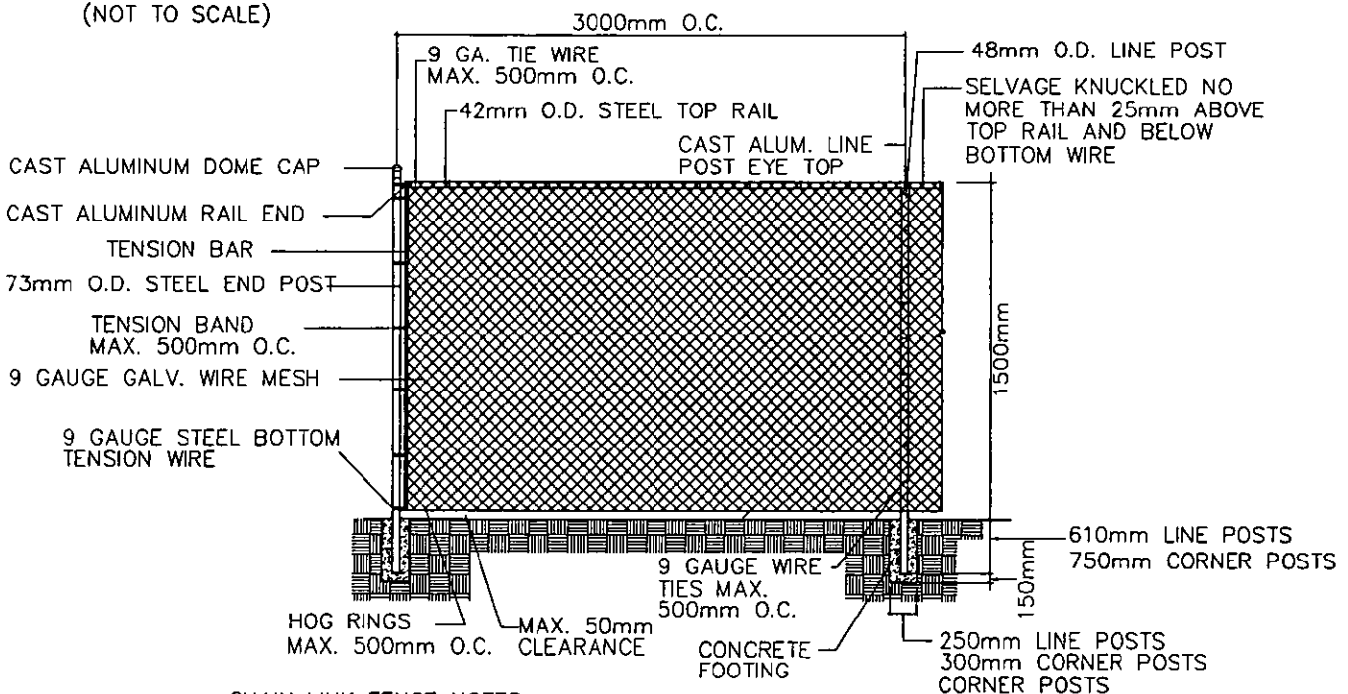
EXCEPTING THEREOUT ALL MINES AND MINERALS



PLAN VIEW
(NOT TO SCALE)



ELEVATION
(NOT TO SCALE)



CHAIN LINK FENCE NOTES:

1. GATE POSTS TO BE 73mm O.D.
2. GATE FRAME TO BE 42mm O.D.
3. CONCRETE TO BE NORMAL PORTLAND CEMENT (25 Mpa AT 28 DAYS, 50mm TO 80mm SLUMP, 20mm AGGREGATE, 6% AIR ENTRAINMENT)
4. FENCE TO BE 150mm INSIDE PRIVATE PROPERTY.
5. FENCE MUST BE GALVANIZED CHAIN LINK.

*NOTE: GATES ARE NOT ALLOWED ON LOTS 112 TO 123 INCLUSIVE AND LOTS 126 TO 129 INCLUSIVE, BLOCK 20.

TYPICAL DETAIL
(NOT TO SCALE)

NOTE: DIMENSIONS ARE IN MILLIMETRES

Genstar Development Company
KLARVATTEN STAGE 16A
City of Edmonton

**CHAIN LINK FENCE
CONSTRUCTION SPECIFICATIONS**

Schedule B

DATE: April 26, 2006
Saved by: pdeterman
FILE NAME: 06A032.dwg
UMA FILE NUMBER: 0609-800-51-07

SCHEDULE "C"

Burdened Lands

PLAN 062 _____

BLOCK 1

LOT 206 AND LOTS 210 TO 214 INCLUSIVE

BLOCK 20

**LOTS 79 TO 83 INCLUSIVE, LOTS 110 TO 124 INCLUSIVE
AND LOTS 126 TO 129 INCLUSIVE**

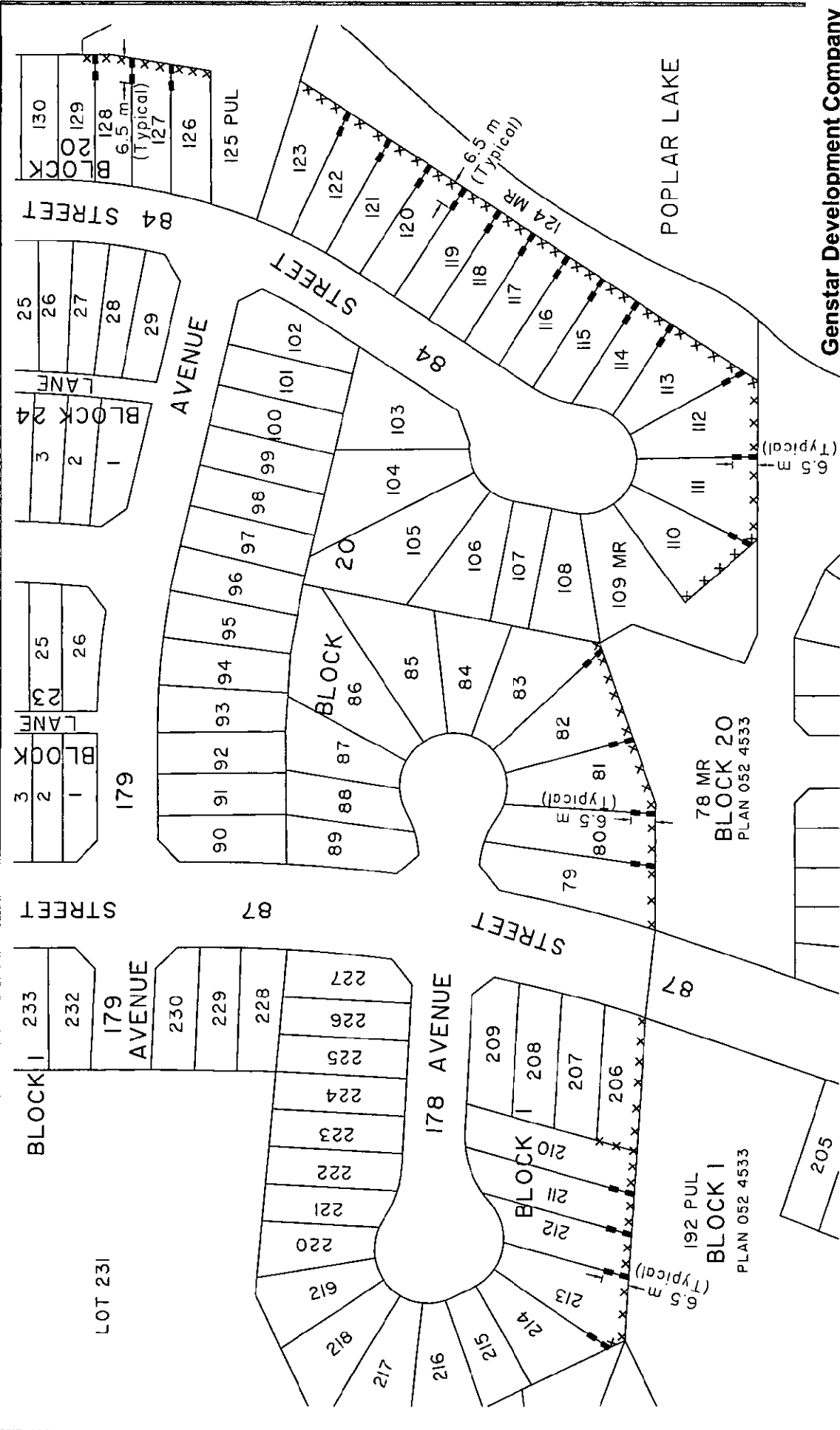
EXCEPTING THEREOUT ALL MINES AND MINERALS



UMA | AECOM

Schedule D

Genstar Development Company
KLARVATTEN STAGE 16A
 City of Edmonton
CHAIN LINK FENCE
LOCATION PLAN



NOTE
 GATES ARE NOT ALLOWED ON
 LOTS 112 TO 123 INCLUSIVE AND
 LOTS 126 TO 129 INCLUSIVE, BLOCK 20

LEGEND
 x-x-x EXISTING CHAIN LINK FENCING
 - - - FUTURE CHAIN LINK FENCE



192 PUL
BLOCK 1
 PLAN 052 4533

78 MR
BLOCK 20
 PLAN 052 4533

POPLAR LAKE

Dated this _____ day of _____, 2006.

GENSTAR TITLECO LIMITED

**RESTRICTIVE COVENANT
CHAIN LINK FENCE AND REAR YARD
DEVELOPMENT**

UMA Engineering Ltd.
17007 - 107 Avenue
Edmonton, Alberta
T5S 1G3

File 0699-800-21-07 / 6-11.11.06
Klarvatten Stage 16A

0623392586 REGISTERED 2006 09 04
RESC - RESTRICTIVE COVENANT
DOC 18 OF 20 DRR#: 2225808 ADR/MCAJINDO

