

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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ADVISORY

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RESTRICTIVE COVENANT

ARTICLE 1 DEFINITIONS

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

1.1 "Benefited 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 "Black Chain Link Fencing" means black chain link fence constructed substantially in accordance with the specifications as set forth in Schedule "B" attached hereto and forming part hereof.

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 St. Albert land use bylaw and authorizes a development.

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

Lots 36 and 37, 39 to 48 Inclusive and 62[✓]
Block 20

And

Lots 8 to 17 Inclusive[✓]
Block 23

All in Plan 112 4654, and identified on the sketch attached hereto as Schedule "D".

1.7 "Future Black Chain Link Fence Lines" means those portions of the side or rear property lines (and being six (6.00) metres in length) of the Burdened Lands identified as Future Black Chain Link Fence on the sketch attached hereto as Schedule "D".

1.8 "Genstar" means GENSTAR TITLECO LIMITED

1.9 "Lands" means the Benefited 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 such person.

ARTICLE 2 GRANT OF COVENANTS

WHEREAS:

2.1 The Burdened Lands comprise lots within a residential subdivision located in The City of St. Albert commonly know as "North Ridge Stage 24".

- 2.2 In order to provide for the Benefited Lands and the Burdened Lands to be developed as a residential subdivision and to maintain the aesthetics of the Burdened Lands and the Benefited Lands, it is essential that:
- (i) Black Chain Link Fencing be constructed upon portions of the side or rear property lines of the Burdened Lands;
 - (ii) the Existing Black 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 Benefited 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 Benefited 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 BLACK CHAIN LINK FENCING

- 3.1 No Purchaser shall by act or omission cause or allow the Existing Black 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 Black 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 Black 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 Black Chain Link Fence Lines except for Black Chain Link Fencing.
- 4.2 No Purchaser shall by act or omission cause or allow the Black Chain Link Fencing (once constructed upon the Future Black Chain Link Lines) to be disturbed, damaged, removed, interfered with, changed or tampered with in any manner whatsoever nor shall the Purchaser allow such Black 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 Black Chain Link Fencing.

ARTICLE 5 CONSTRUCTION

- 5.1 No development in excess of one (1) metre in height shall be undertaken upon any lot comprising the Burdened Lands within six (6.00) metres of the rear lot line of such lot except for:
- (i) The Black Chain Link Fencing;
 - (ii) an uncovered deck and handrail constructed in accordance with regulations governing the construction of decks established time to time by The City of St. Albert; and
 - (iii) a swimming pool and equipment building with fences and gates that lock all constructed in accordance with the regulations governing the construction of swimming pools and equipment buildings established time to time by the City of St. Albert.

ARTICLE 6
DURATION

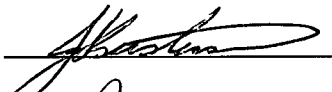
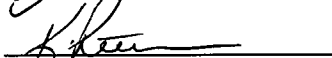
6.1 The restrictions described in this restrictive covenant shall bind the Burdened Lands from the date hereof until January 1, 2035.

ARTICLE 7
GENERAL PROVISIONS

- 7.1 The burden of these covenants shall pass with and extend to and run with and bind the Burdened Land 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 Defense 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 Benefited Lands and any waiver by any registered owner of any portion of the Benefited 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 Benefited 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 Defense to any such action and may be pleaded as such.
- 7.5 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 had never been included in these presents.

SIGNED, SEALED AND DELIVERED by Genstar Titleco Limited as of the 3rd day of August, 2011.

GENSTAR TITLECO LIMITED

Per 
Per 

SCHEDULE "A"

BENEFITED LANDS

Lots 36 and 37, 39 to 48 Inclusive and 62 ✓
Block 20

And

✓
Lots 8 to 17 Inclusive
Block 23

Plan 112 4654

Excepting thereout all mines and minerals

SCHEDULE "C"
BURDENED LANDS

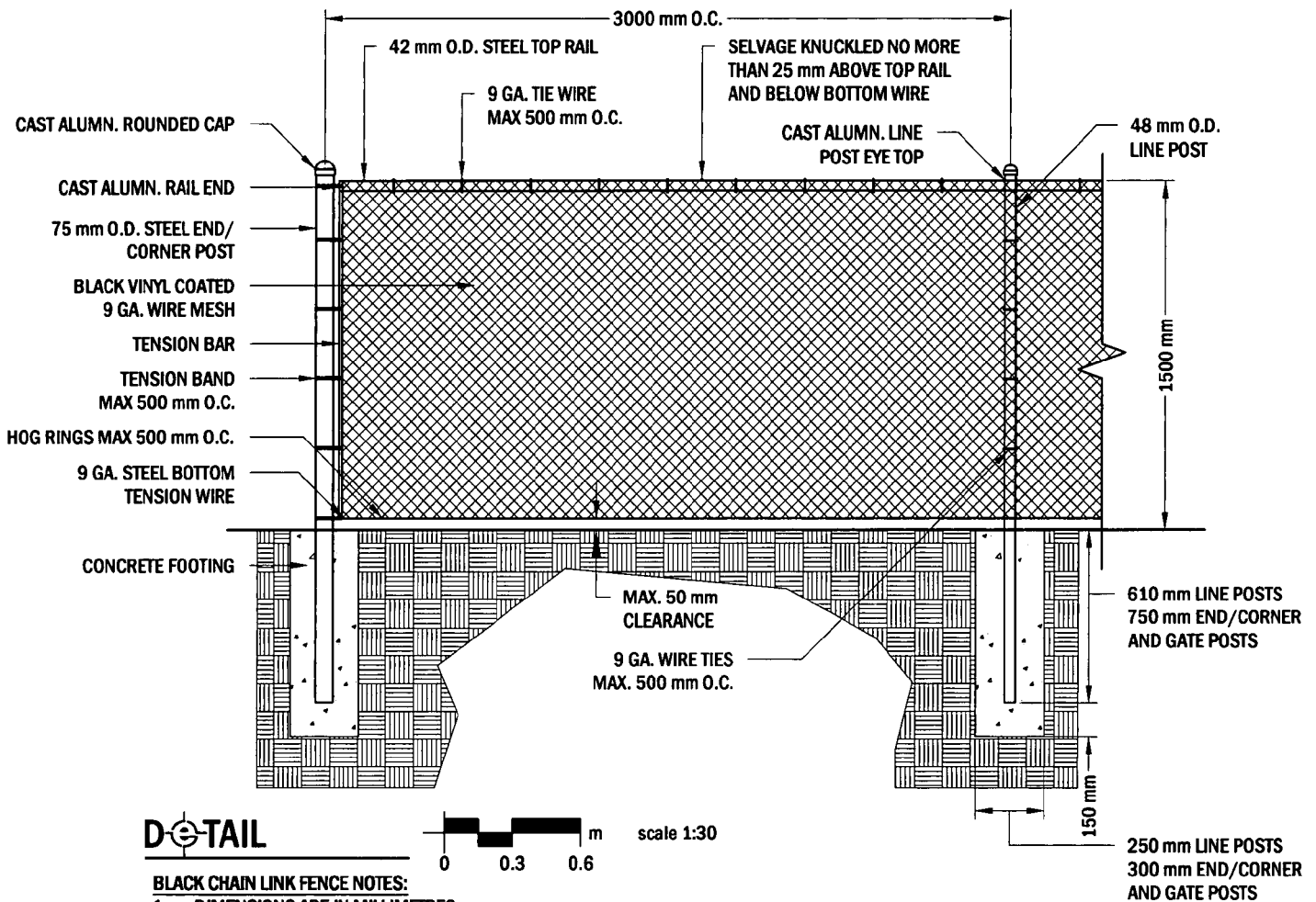
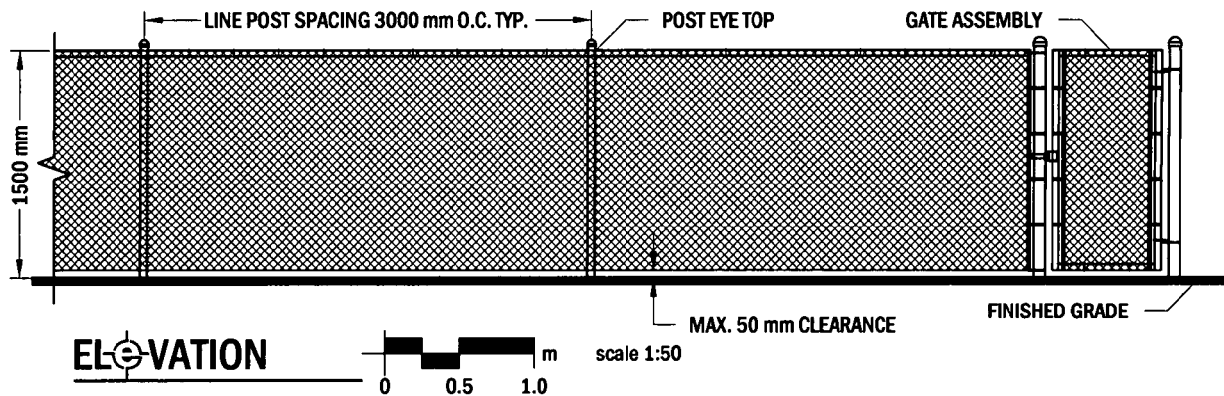
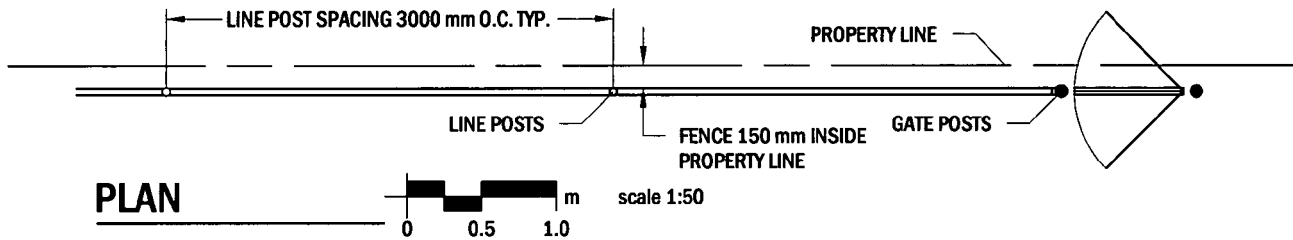
Lots 36 and 37, 39 to 48 Inclusive and 62
Block 20

And

Lots 8 to 17 Inclusive
Block 23

Plan 112 4654

Excepting thereout all mines and minerals



BLACK CHAIN LINK FENCE NOTES:

1. DIMENSIONS ARE IN MILLIMETRES
2. GATE POSTS TO BE 75 mm O.D.
3. GATE FRAME TO BE 42 mm O.D.
4. CONCRETE TO BE NORMAL PORTLAND CEMENT (25 Mpa AT 28 DAYS, 50 mm TO 80 mm SLUMP, 20 mm AGGREGATE, 6% AIR ENTRAINMENT)
5. FENCE TO BE 150 mm INSIDE PRIVATE PROPERTY
6. ALL COMPONENTS TO BE FINISHED BLACK
7. GATES ARE NOT REQUIRED IN FENCES ON SIDE LOT LINES

BLACK VINYL CHAIN LINK FENCE CONSTRUCTION SPECIFICATIONS

Genstar Development Company
 NORTH RIDGE STAGE 24
 City of St. Albert



N.E. 1/4 SEC. 7-TWP.54-RGE.25-W.4th MER.

TRANSALTA UTILITIES URW PLAN 832 3005

URW PLAN 832 3005

25 PUL

24 PUL

TRANSALTA UTILITIES URW PLAN 832 3005

URW PLAN 832 3005

URW PLAN 102 4800

URW PLAN 102 4800

URW PLAN 102 4800

URW PLAN 102 4800

URW PLAN 102 4800

URW PLAN 102 4800

NEWGATE WAY

NEWGATE WAY

NATALIA WAY

NEWGATE WAY

NEWCASTLE WAY

BLOCK 20

BLOCK 20

BLOCK 20

BLOCK 22

BLOCK 22

BLOCK 22

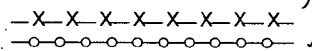
BLOCK 23

BLOCK 23

ROAD PLAN 112 2599

NORTH RIDGE 24 FENCING LOCATION PLAN

Existing Chain Link Fence by Genstar shown thus
Future Chain Link Fence by Home Owner shown thus



SCHEDULE 'D'

PALS GEOMATICS CORP.
PHONE: (780)455-3177

10704-176th STREET, EDMONTON, ALBERTA
SCALE: NOT TO SCALE

DATED this 3rd day of August, 2011

GENSTAR TITLECO LIMITED

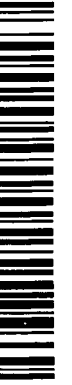
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**RESTRICTIVE COVENANT
CHAIN LINK FENCE AND REAR YARD
DEVELOPMENT**

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PALS GEOMATICS CORP.
10704-176 Street
Edmonton AB T5S 1G7

North Ridge Stage 24



112311007

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RESC - RESTRICTIVE COVENANT
DOC 17 OF 18 DRR#: E05EE99 ADR/LRICHARD