

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

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**ADVISORY**

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Dated this 16<sup>th</sup> day of January, 2013.

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**GENSTAR TITLECO LIMITED**

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

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## RESTRICTIVE COVENANT

### ARTICLE 1 DEFINITIONS

1.1 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 "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.

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

1.3 "Development" means

- (i) an excavation or stockpile and the creation of either of them,
- (ii) The construction, addition or placement of a building, structure or other improvement in, on or over the Burdened Land.

1.5 "Development Permit" means a document that is issued under a Strathcona County 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 Burdened Lands as shown on the sketch attached hereto as Schedule "D".

1.7 "Future Chain Link Fence Lines" means those portions of the side 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 neighbourhood located in Strathcona County commonly known as "Aspen Trails / Emerald Hills".

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 and/or side 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 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 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 five and one-half (5.5) metres of the rear lot line, (the respective restricted development area described above is hereinafter in this Article 5 referred to as the "No Build Zone"), except for:

- (i) The Chain Link Fencing;
- (ii) other fencing and gate(s) to a maximum height of two ( 2 ) meters as may be required by bylaw, permit requirements or applicable regulations in securing an in-ground swimming pool provided such fencing and gate(s) are constructed of black vinyl chain link;
- (iii) an uncovered deck or patio complete with handrail constructed in accordance with regulations governing the construction of decks and patios established from time to time by Strathcona County; or
- (iv) a garden equipment storage shed, playhouse, pool equipment shed or similar structure with a total height not exceeding two (2) metres provided that such structure is constructed with architectural features and finishes that are compatible with the architectural features and finishes of the dwelling constructed upon the lot.

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

- (i) are permitted by the Strathcona County land use bylaw as amended from time to time: or
- (ii) have been approved by Strathcona County 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, 2038.

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.

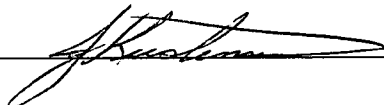
7.3 The restrictive covenants set out herein are enforceable jointly and severally by Genstar and the registered owner or registered owners from time to time of the Benefitted Lands and any waiver by any registered owner of any portion of the Benefitted Lands of the strict performance of the covenants 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.

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 never been included in these presents.

SIGNED, SEALED AND DELIVERED by Genstar Titleco Limited as of the 16<sup>th</sup> day of January 2013.

**GENSTAR TITLECO LIMITED**

Per:  \_\_\_\_\_

Per:  \_\_\_\_\_

**SCHEDULE "A"**

**Benefitted Lands**

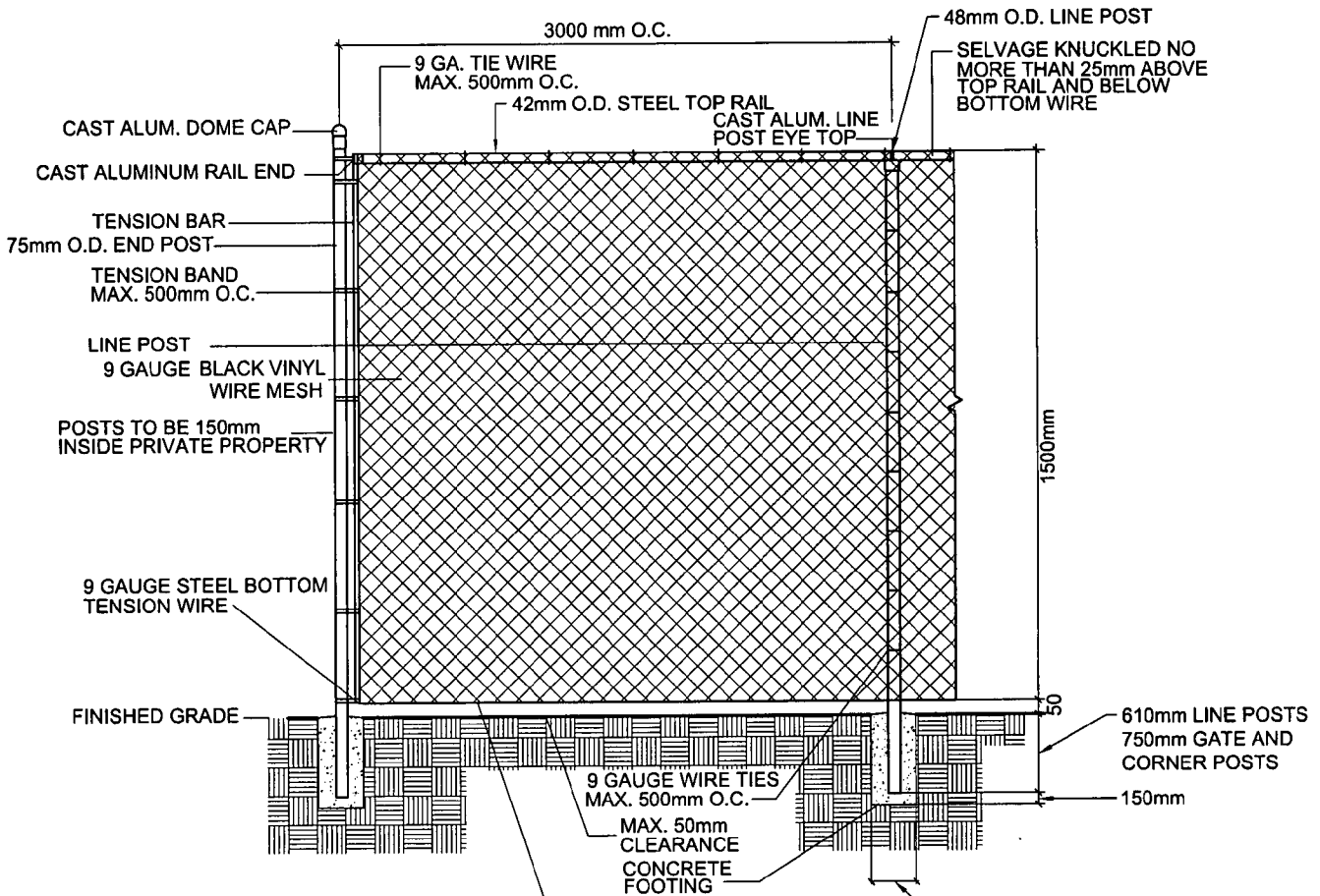
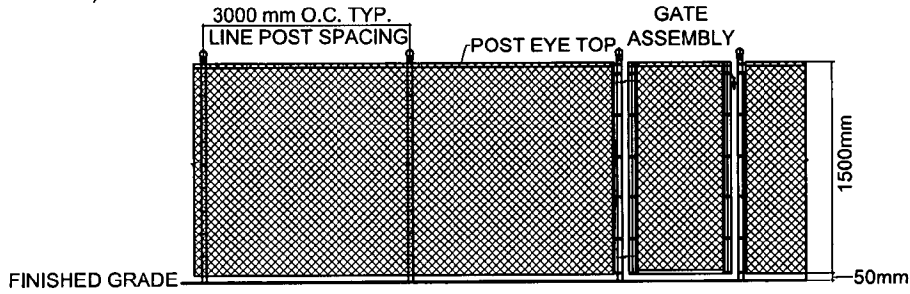
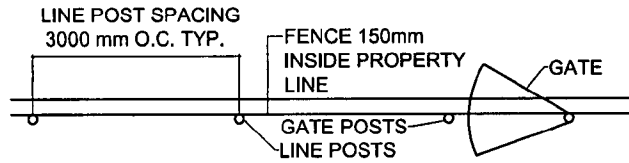
**PLAN 132 0020**

**BLOCK 153**

**LOTS 67 TO 75 INCLUSIVE AND LOT 77**

**EXCEPTING THEREOUT ALL MINES AND MINERALS**

**PLAN VIEW**  
(NOT TO SCALE)



**BLACK CHAINLINK FENCE NOTES:**

1. GATE POSTS TO BE 75mm 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 PROPERTY.
5. ALL COMPONENTS TO BE FINISHED BLACK
6. GATES ARE NOT REQUIRED IN FENCES ON SIDE LOT LINES.

NOTE: DIMENSIONS ARE IN MILLIMETERS

**GENSTAR DEVELOPMENT COMPANY**  
**ASPEN TRAILS/EMERALD HILLS STAGE 5B-1**  
**STRATHCONA COUNTY**  
**BLACK VINYL CHAIN LINK FENCE**  
**CONSTRUCTION SPECIFICATIONS**

**SCHEDULE B**

FILENAME: 10-08049-SCHED B.DWG SOURCE: W:\10-GENSTAR\10-08049 - ASPEN TRAILS - EMERALD HILLS STAGE 5B\8.0 PLANNING\8.4 ACAD\8.4.2 WORKING



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**SCHEDULE "C"**

**Burdened Lands**

**PLAN 132 0020**

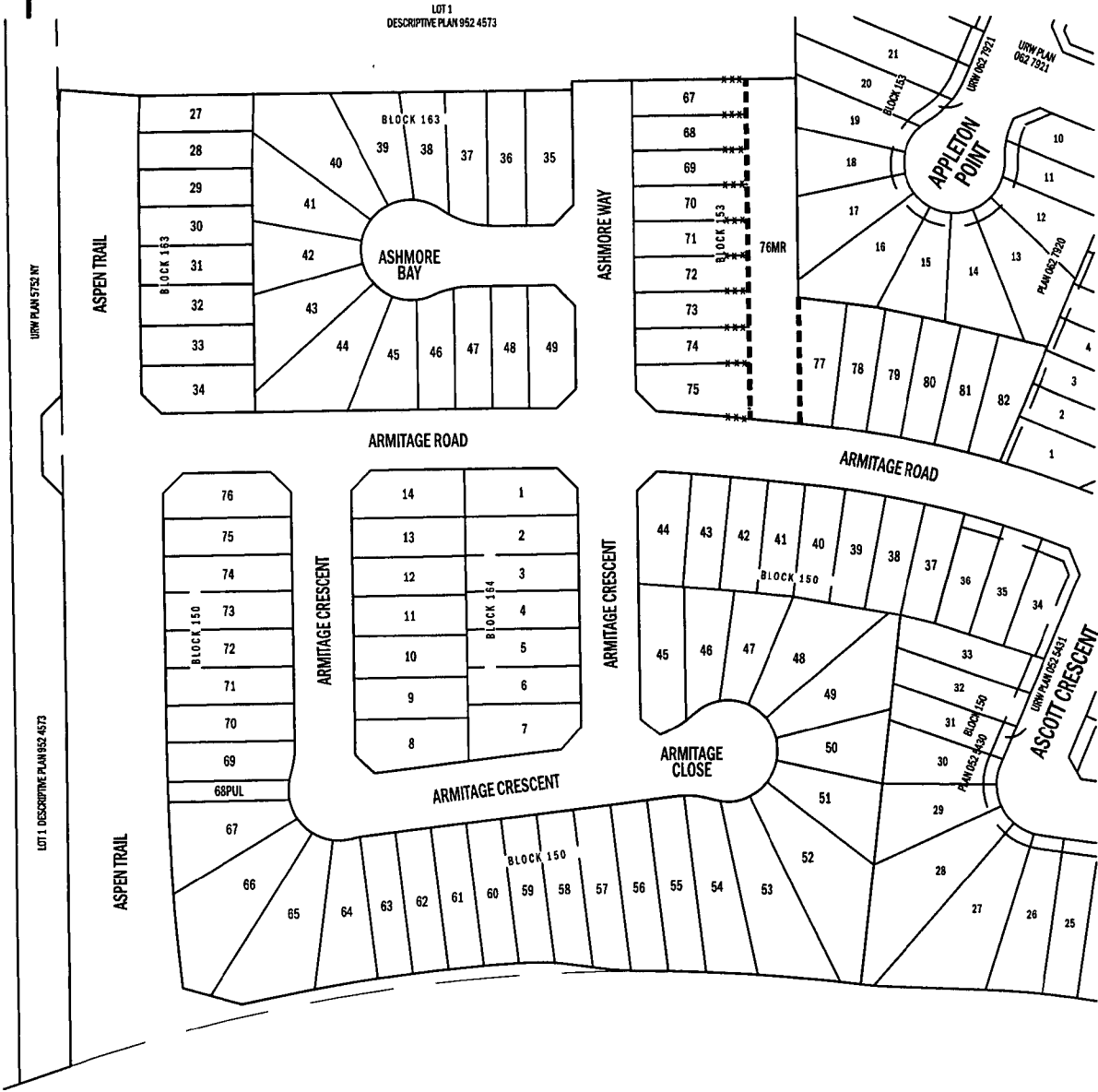
**BLOCK 153**

**LOTS 67 TO 75 INCLUSIVE AND LOT 77**

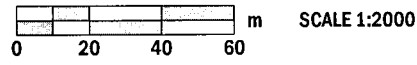
**EXCEPTING THEREOUT ALL MINES AND MINERALS**

FILENAME: 10-08049-SCHED D.DWG SOURCE: W:\10-GENSTAR\10-08049 - ASPEN TRAILS - EMERALD HILLS STAGE 5B\8.0 PLANNING\8.4 ACAD\8.4.2 WORKING

DRAWINGS



**LEGEND**  
 - - - EXISTING CHAIN LINK FENCING  
 + + + FUTURE CHAIN LINK FENCE



**GENSTAR DEVELOPMENT COMPANY**  
**ASPEN TRAILS/EMERALD HILLS 5B-1**  
 STRATHCONA COUNTY  
 CHAIN LINK FENCE  
 LOCATION PLAN

**SCHEDULE D**



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