

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

**162285809**

**ORDER NUMBER: 31635763**

**ADVISORY**

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## RESTRICTIVE COVENANT

**In the matter of the Land Titles Act RSA, 2000, Chapter L-4 and amendments thereto; and in the matter of a Restrictive Covenant made pursuant to section 48 thereof:**

WHEREAS GENSTAR TITLECO LIMITED, a body corporate with an office in the City of Edmonton, in the Province of Alberta (hereinafter sometimes referred to as the "Covenantor" and sometimes as "GENSTAR" as the context of this Restrictive Covenant may require) is the registered owner of those certain lands legally described as set forth in **Schedule "A"** attached hereto (hereinafter referred to as the "Burdened Lands");

AND WHEREAS the Burdened Lands are located in an area within the City of St. Albert, developed and identified by GENSTAR as "**Riverside**" and GENSTAR is the owner of the Lands therein and in the vicinity thereof which it holds for future development, and in particular, but without restricting the generality of the foregoing, GENSTAR is the registered owner of the lands legally described as set forth in **Schedule "B"** hereto (hereinafter referred to as the "Benefited Lands").

AND WHEREAS it is the desire and intention of GENSTAR to impose upon the Burdened Lands beneficial restrictions under a general plan or scheme of improvement for the general benefit of the Benefited Lands and the future owners of the Benefited Lands.

AND WHEREAS for the purposes of aesthetics and consistency, to give a well planned and uniform high standard of appearance, and 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 a specific style of Fence be built and that, if the value of the Benefited lands and the Burdened Lands is not to be depreciated, Purchasers be prevented from building any other style, type or design of Fence.

NOW THEREFORE the Covenantor hereby for itself, its transferees and assignees and successors in title, declare, covenant and agree as follows:

1. In this agreement, including this paragraph, unless the context otherwise requires:
  - a) "Horizontal Wood Screen" means the Horizontal Wood Screen Fence constructed or to be constructed substantially in accordance with the specifications attached hereto as **Schedule C** and to be erected on the Burdened Lands.
  - b) "Existing Fence Lines" means those portions of the side or rear property lines of the Burdened Lands identified as being Existing Fencing on the sketch attached thereto as **Schedule G**.
  - c) "Existing Fencing" means the Existing Fencing, (being Step Down Wood Screen, Wood Screen or Horizontal Wood Screen as the case may be) constructed (or to be constructed) by Genstar or others upon the property lines of the Burdened Lands as identified on the sketch attached hereto as **Schedule G**.
  - d) "Future Fence Lines" means those portions of the side or rear property lines of the Burdened Lands identified as being Future Fencing on the sketch attached hereto as **Schedule G**.
  - e) "Future Fencing" means the Future Fencing, (being Wood Screen, Horizontal, Vertical Wood Screen or Step Down Wood Screen as the case may be) to be constructed upon the property lines of the Burdened Lands as identified on the sketch attached hereto as **Schedule G**.
  - f) "Purchaser" or "Purchasers" means any person or body corporate who acquires the Burdened Lands or any lot within the Benefited Lands from GENSTAR and any successor in title to such person.
  - g) "Horizontal Step Down Wood Screen" means the Horizontal Step Down Wood Screen Fence to be constructed in accordance with the specifications attached hereto as **Schedule D**.

- h) "Vertical Step Down Wood Screen" means the Vertical Step Down Wood Screen Fence to be constructed substantially in accordance with the specifications attached hereto as **Schedule "F"** and to be erected upon the Burdened Lands.
- i) "Vertical Wood Screen" means the Vertical Wood Screen Fence to be constructed substantially in accordance with the specifications attached hereto as **Schedule "E"** and to be erected upon the Burdened Lands.
2. The Burdened Lands shall not be transferred, conveyed, hypothecated or encumbered, leased, rented, used, occupied or improved excepting subject on to the following limitations, restrictions, conditions and covenants, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of the Burdened Lands and Benefited Lands and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of both the Burdened Lands and the Benefited Lands and every part thereof. All of the limitations, restrictions, conditions and covenants shall run with the Burdened Lands and shall be binding on all parties having or acquiring any right, title or interest in the Burdened Lands or any part thereof, and to the further intent that the benefit thereof may be annexed to and run with the Benefited Lands and any part thereof.
  3. A Purchaser shall not construct future fencing on the Burdened Lands unless it is of the type designated for the lands as shown on **Schedule G** and is constructed substantially in accordance with the specifications attached hereto as **Schedule "C", "D", "E" or "F"**, as the case may require, and provided further that such fencing is constructed in accordance with regulations governing the construction of fences established from time to time by the City of St. Albert.
  4. No Purchaser shall by act or omission cause or allow the Future Fencing, once constructed, to be disturbed, damaged, removed, interfered with, changed or tampered with in any manner whatsoever, nor shall any Purchaser allow the Future Fencing to fall into a state of disrepair. The Purchaser will be responsible for all costs for building, maintaining, repairing or replacing the Future Fencing.
  5. No Purchaser shall by act or omission cause or allow the Existing Fencing, once constructed, to be disturbed, damaged, removed, interfered with, changed or tampered with any manner whatsoever, nor shall any Purchaser allow the Existing Fencing to fall into a state of disrepair. The Purchaser will be responsible for all costs for maintaining, repairing or replacing the Existing Fencing in the same style, type, design and location in which it was originally constructed.
  6. The restrictions described in this restrictive covenant shall bind the Burdened Lands from the date hereof until January 1, 2035.
  7. 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.
  8. The rights, privileges, covenants and obligations herein contained shall extend to, shall be binding upon and shall enure to the benefit of the parties hereto and every purchaser or transferee or subsequent registered owner of the Burdened Lands or the Benefited Lands as the case may be and their respective successors and assigns.
  9. Any provision of this agreement made void or rendered invalid by any law in force in the Province of Alberta or adjudged not to be covenant running with the Burdened Lands shall not invalidate or render unenforceable the remaining provisions of this agreement.
  10. No action shall lie as against the Covenantor for damages for the breach of any one or more of the covenants contained in this agreement unless such party remains the registered owner of the Burdened Lands 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.

11. GENSTAR shall be entitled to enforce the provisions of this Restrictive Covenant in its complete and absolute discretion and may, without reasons, determine not to enforce any or all of the covenants herein contained without liability whatsoever. In particular, without limiting the generality of the foregoing, GENSTAR may waive, alter or modify these restrictions in respect to any portion of the Burdened Lands without notice to the owner of any other portion of the Benefited Lands as long as GENSTAR retains ownership of any portion of the Benefited Lands and provided that such waiver, alteration or modification does not reasonably offend the spirit and intent of this Restrictive Covenant.

IN WITNESS WHEREOF **GENSTAR TITLECO LIMITED**, has hereunto affixed its corporate seal, duly attested by its properly authorized officers, this 15<sup>th</sup> day of July, 2016.

**GENSTAR TITLECO LIMITED**

Per 

Per 

*seal*

SCHEDULE "A"

TO THE RESTRICTIVE COVENANT

Burdened Lands

PLAN 162 3664  
BLOCK 3  
LOTS 8 TO 18 INCLUSIVE AND LOTS 60 TO 74 INCLUSIVE  
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 162 3664  
BLOCK 4  
LOT 4  
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 162 3664  
BLOCK 5  
LOTS 12 TO 36 INCLUSIVE  
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 162 3664  
BLOCK 6  
LOTS 1 TO 26 INCLUSIVE  
EXCEPTING THEREOUT ALL MINES AND MINERALS

**SCHEDULE "B"**

**TO THE RESTRICTIVE COVENANT**

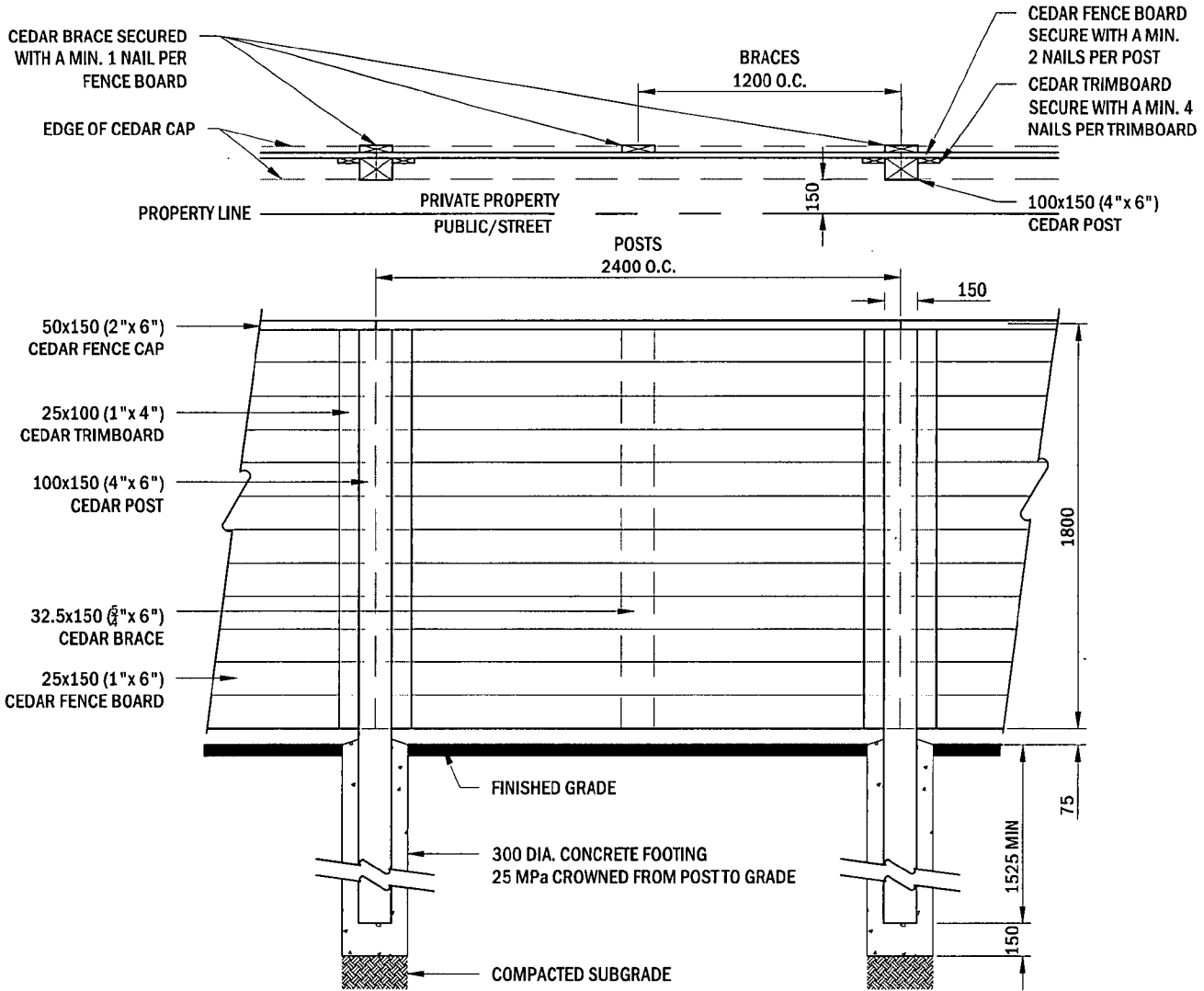
**Benefitted Lands**

**PLAN 162 3664**  
**BLOCK 3**  
**LOTS 8 TO 18 INCLUSIVE AND LOTS 60 TO 74 INCLUSIVE**  
**EXCEPTING THEREOUT ALL MINES AND MINERALS**

**PLAN 162 3664**  
**BLOCK 4**  
**LOT 4**  
**EXCEPTING THEREOUT ALL MINES AND MINERALS**

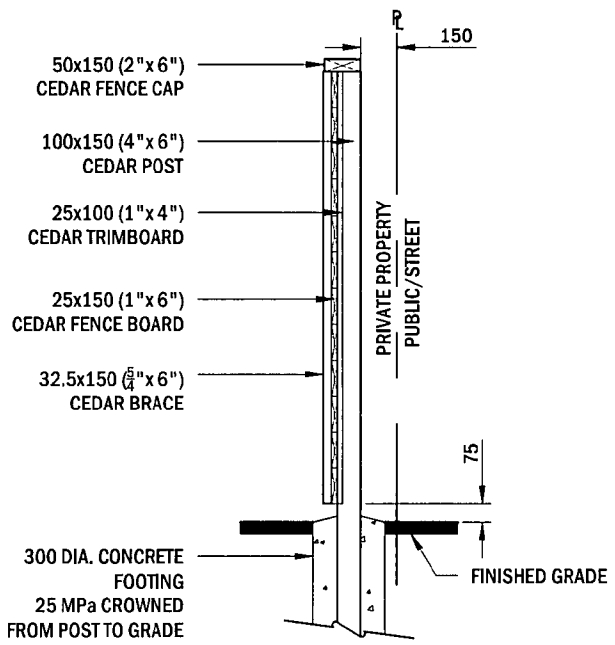
**PLAN 162 3664**  
**BLOCK 5**  
**LOTS 12 TO 36 INCLUSIVE**  
**EXCEPTING THEREOUT ALL MINES AND MINERALS**

**PLAN 162 3664**  
**BLOCK 6**  
**LOTS 1 TO 26 INCLUSIVE**  
**EXCEPTING THEREOUT ALL MINES AND MINERALS**



**WOOD SCREEN FENCE NOTES:**

1. WORK SHALL BE DONE IN ACCORDANCE WITH WITH THE FOLLOWING STANDARDS: CONCRETE - CSA CAN3-A23.1-M77
2. MATERIAL SHALL MEET THE FOLLOWING SPECIFICATIONS:
  - CEMENT - TYPE 50, SULPHATE RESISTANT CSA CAN3-A5-M77, PORTLAND CEMENT
  - CONCRETE - 28 DAY STRENGTH  $f_c=25MPa$
  - 28mm MAXIMUM AGGREGATE
  - 50 - 80mm SLUMP
  - MAXIMUM W/C RATIO = 0.5
  - 5 - 7% AIR ENTRAINMENT
3. CONTRACTOR SHALL INVESTIGATE THE EXCAVATED SUB SOIL MATERIAL FOR "SOFT SPOTS" (FOR INSTANCE FILL AREAS OF PREVIOUSLY INSTALLED TRENCHES ETC.)
4. MAXIMUM MISALIGNMENT OF PILES SHALL NOT EXCEED 50mm.
5. ALL FENCE POSTS ARE TO BE CEDAR.
6. FENCE WOOD (POST, TRIMBOARD, BOARDS, CAP, BRACE) TO BE PRESTAINED OR MECHANICAL ROLLED WITH TWO COATS OF 'SIKKENS SRD CEDAR' STAIN BOTH SIDES PRIOR TO INSTALLATION, TO MANUFACTURERS SPECIFICATIONS.
7. ALL FASTENINGS TO BE GALVANIZED MINIMUM TWO (2) NAILS PER BOARD TO EACH POST, ONE (1) NAILS PER BRACE TO EACH BOARD.
8. FENCE TO BE SET 150mm INSIDE PRIVATE PROPERTY OR ON A COMMON LOT SIDE PROPERTY LINE.
9. FENCE TO BE MAINTAINED FOR TWO (2) YEARS PRIOR TO F.A.C.
10. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS NOTED OTHERWISE

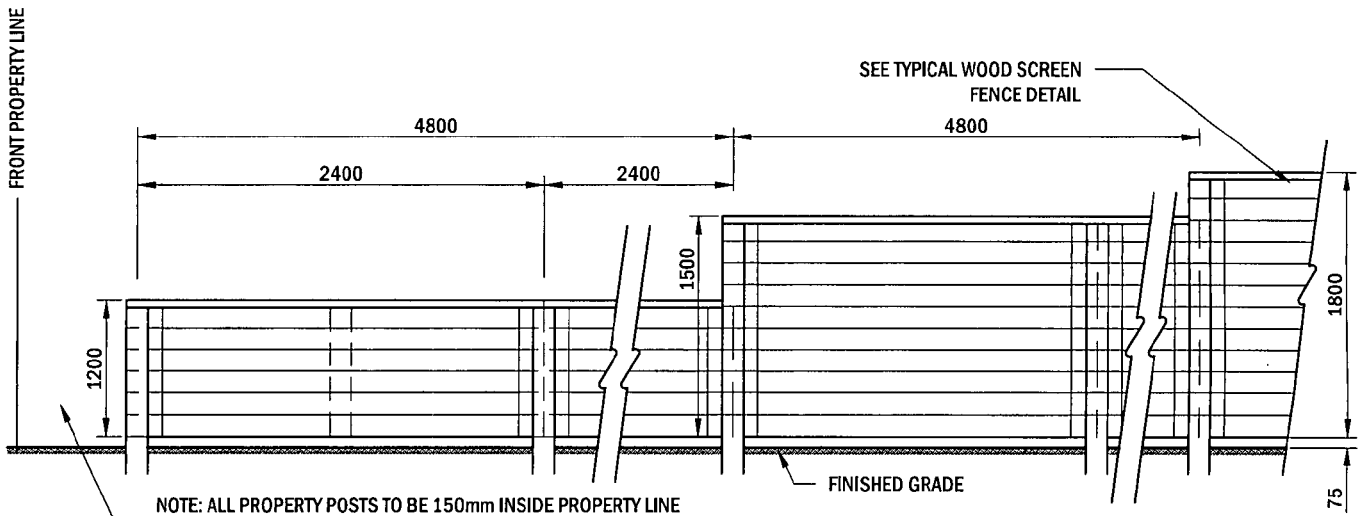


**HORIZONTAL WOOD SCREEN FENCE CONSTRUCTION SPECIFICATIONS**

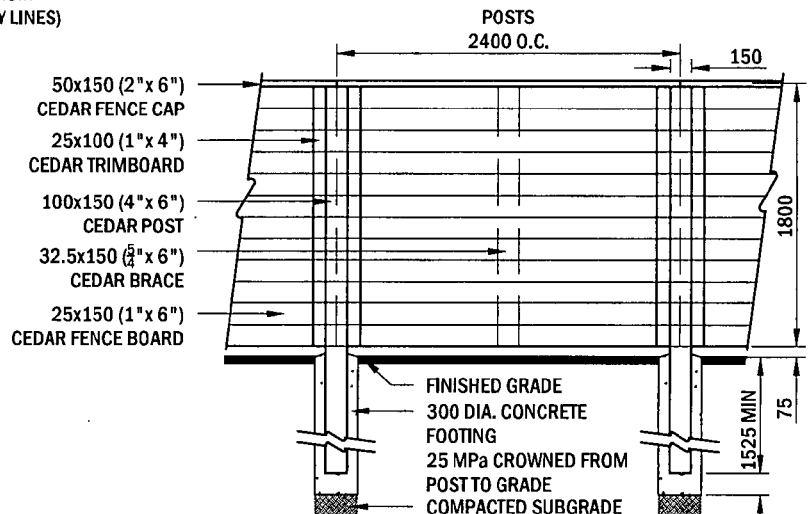
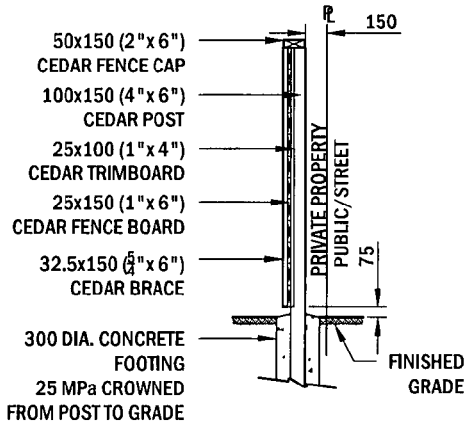
Genstar Development Company  
RIVERSIDE STAGE 9A  
City of St. Albert





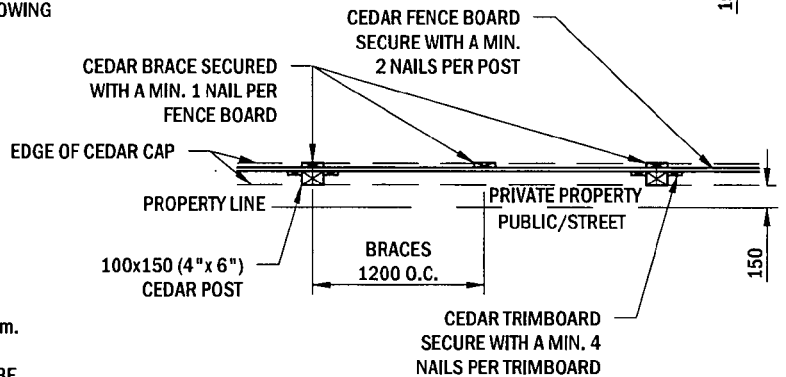


NOTE: ALL PROPERTY POSTS TO BE 150mm INSIDE PROPERTY LINE  
 SETBACK FROM FRONT PROPERTY LINE MUST CONFORM TO SIGHTLINE REQUIREMENTS (7.5 m BACK FROM INTERSECTION OF FRONT AND SIDE PROPERTY LINES)



**WOOD SCREEN FENCE NOTES:**

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  - CEMENT - TYPE 50, SULPHATE RESISTANT CSA CAN3-A5-M77, PORTLAND CEMENT
  - CONCRETE - 28 DAY STRENGTH  $f_c=25\text{MPa}$
  - 28mm MAXIMUM AGGREGATE
  - 50 - 80mm SLUMP
  - MAXIMUM W/C RATIO = 0.5
  - 5 - 7% AIR ENTRAINMENT
3. CONTRACTOR SHALL INVESTIGATE THE EXCAVATED SUB SOIL MATERIAL FOR "SOFT SPOTS" (FOR INSTANCE FILL AREAS OF PREVIOUSLY INSTALLED TRENCHES ETC.)
4. MAXIMUM MISALIGNMENT OF PILES SHALL NOT EXCEED 50mm.
5. ALL FENCE POSTS ARE TO BE CEDAR.
6. FENCE WOOD (POST, TRIMBOARD, BOARDS, CAP, BRACE) TO BE PRESTAINED OR MECHANICAL ROLLED WITH TWO COATS OF 'SIKKENS SRD CEDAR' STAIN BOTH SIDES PRIOR TO INSTALLATION, TO MANUFACTURERS SPECIFICATIONS.
7. ALL FASTENINGS TO BE GALVANIZED MINIMUM TWO (2) NAILS PER BOARD TO EACH POST, ONE (1) NAILS PER BRACE TO EACH BOARD.
8. FENCE TO BE SET 150mm INSIDE PRIVATE PROPERTY OR ON A COMMON LOT SIDE PROPERTY LINE.
9. FENCE TO BE MAINTAINED FOR TWO (2) YEARS PRIOR TO F.A.C.
10. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS NOTED OTHERWISE

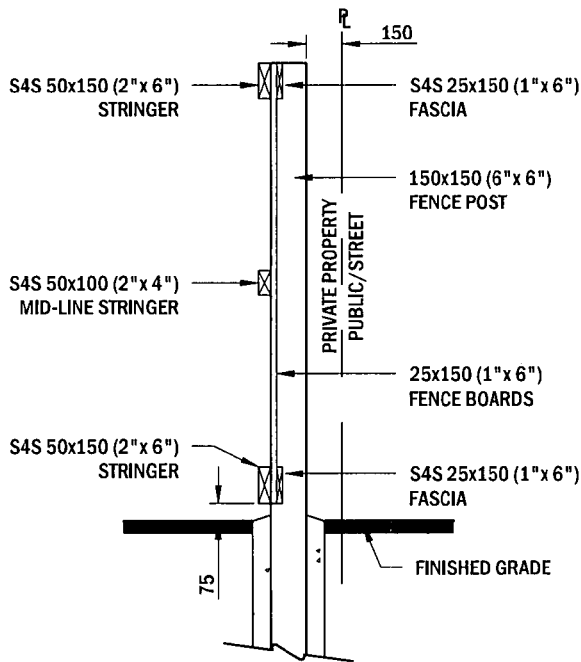
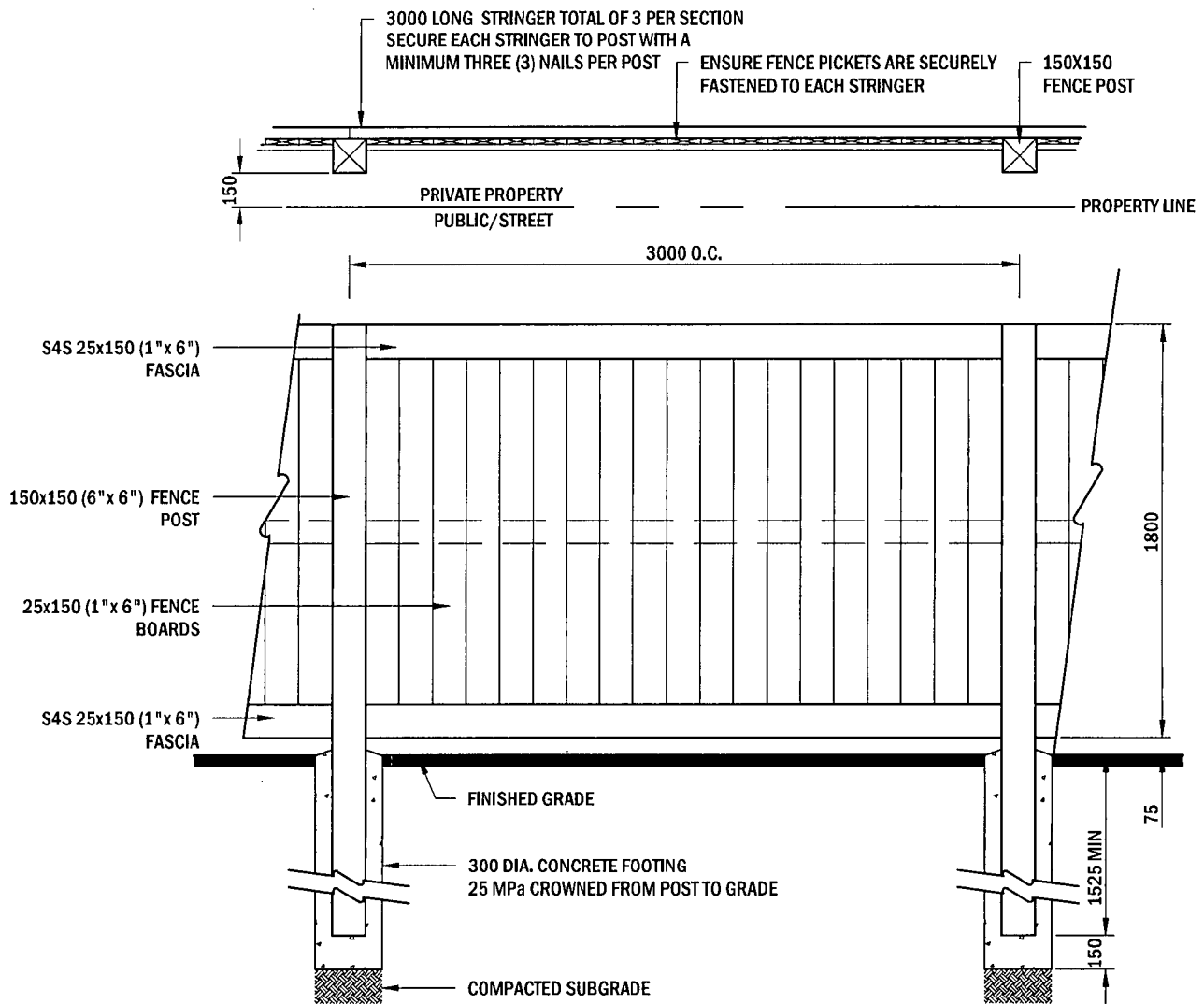


**HORIZONTAL STEPDOWN WOOD SCREEN FENCE CONSTRUCTION SPECIFICATIONS**

Genstar Development Company  
 RIVERSIDE STAGE 9A  
 City of St. Albert

**Schedule D**





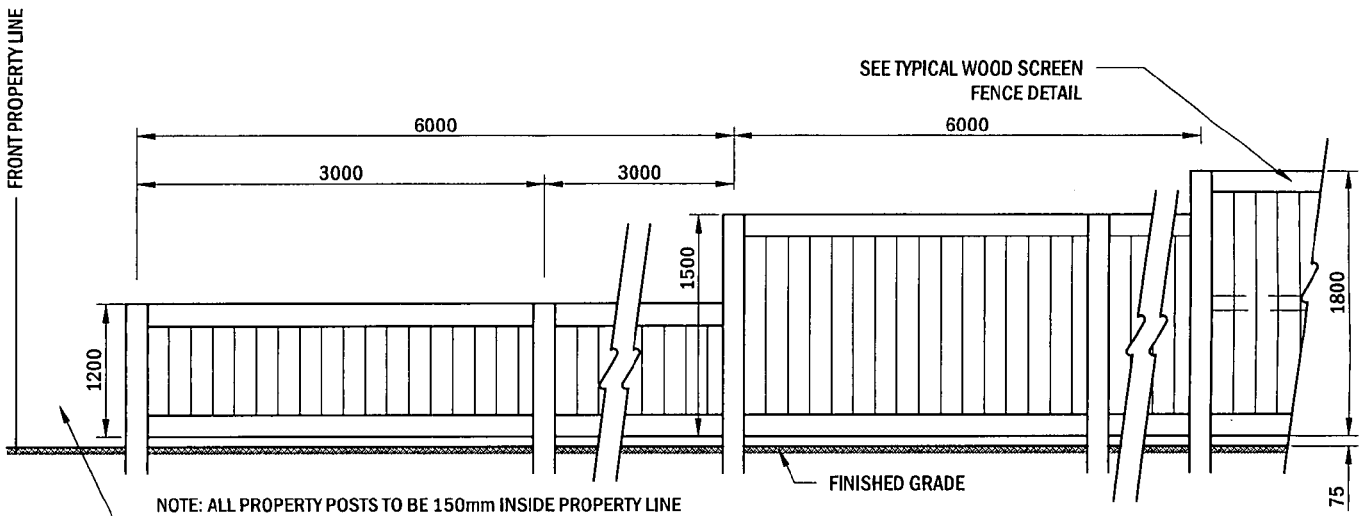
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3. CONTRACTOR SHALL INVESTIGATE THE EXCAVATED SUB SOIL MATERIAL FOR "SOFT SPOTS" (FOR INSTANCE FILL AREAS OF PREVIOUSLY INSTALLED TRENCHES ETC.)
4. MAXIMUM MISALIGNMENT OF PILES SHALL NOT EXCEED 50mm.
5. ALL FENCE POSTS ARE TO BE CEDAR OR SPRUCE.
6. ALL FENCE WOOD (POST, BOARD, STRINGER, FASCIA) TO BE PRE-STAINED OR MECHANICAL ROLLED WITH TWO COATS OF 'SIKKENS SRD CEDAR' STAIN BOTH SIDES PRIOR TO INSTALLATION, TO MANUFACTURERS SPECIFICATIONS.
7. ALL FASTENINGS TO BE GALVANIZED MINIMUM FOUR (4) NAILS PER PICKET TO STRINGERS, THREE (3) NAILS PER TOP AND BOTTOM STRINGER TO EACH POST AND TWO (2) NAILS PER MIDLINE STRINGER.
8. FENCE TO BE SET 150mm INSIDE PRIVATE PROPERTY.
9. FENCE TO BE MAINTAINED FOR TWO YEARS PRIOR TO F.A.C.
10. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED.

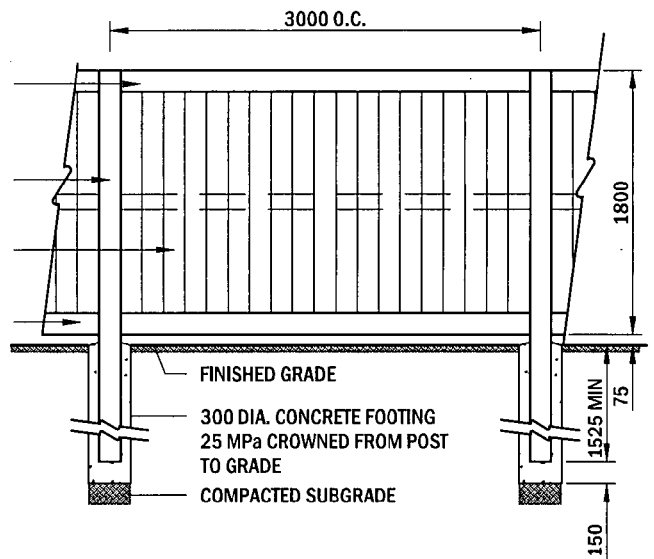
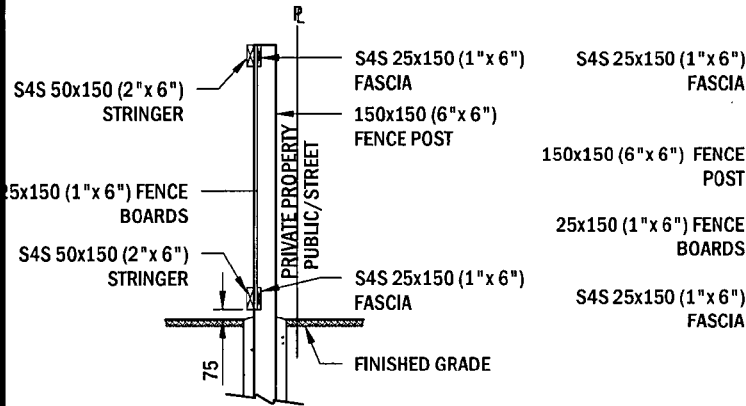


**VERTICAL WOOD SCREEN FENCE CONSTRUCTION SPECIFICATIONS**

**Genstar Development Company**  
 RIVERSIDE STAGE 9A  
 City of St. Albert

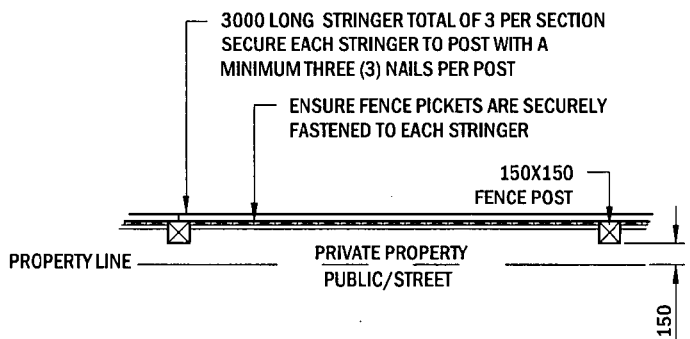


NOTE: ALL PROPERTY POSTS TO BE 150mm INSIDE PROPERTY LINE  
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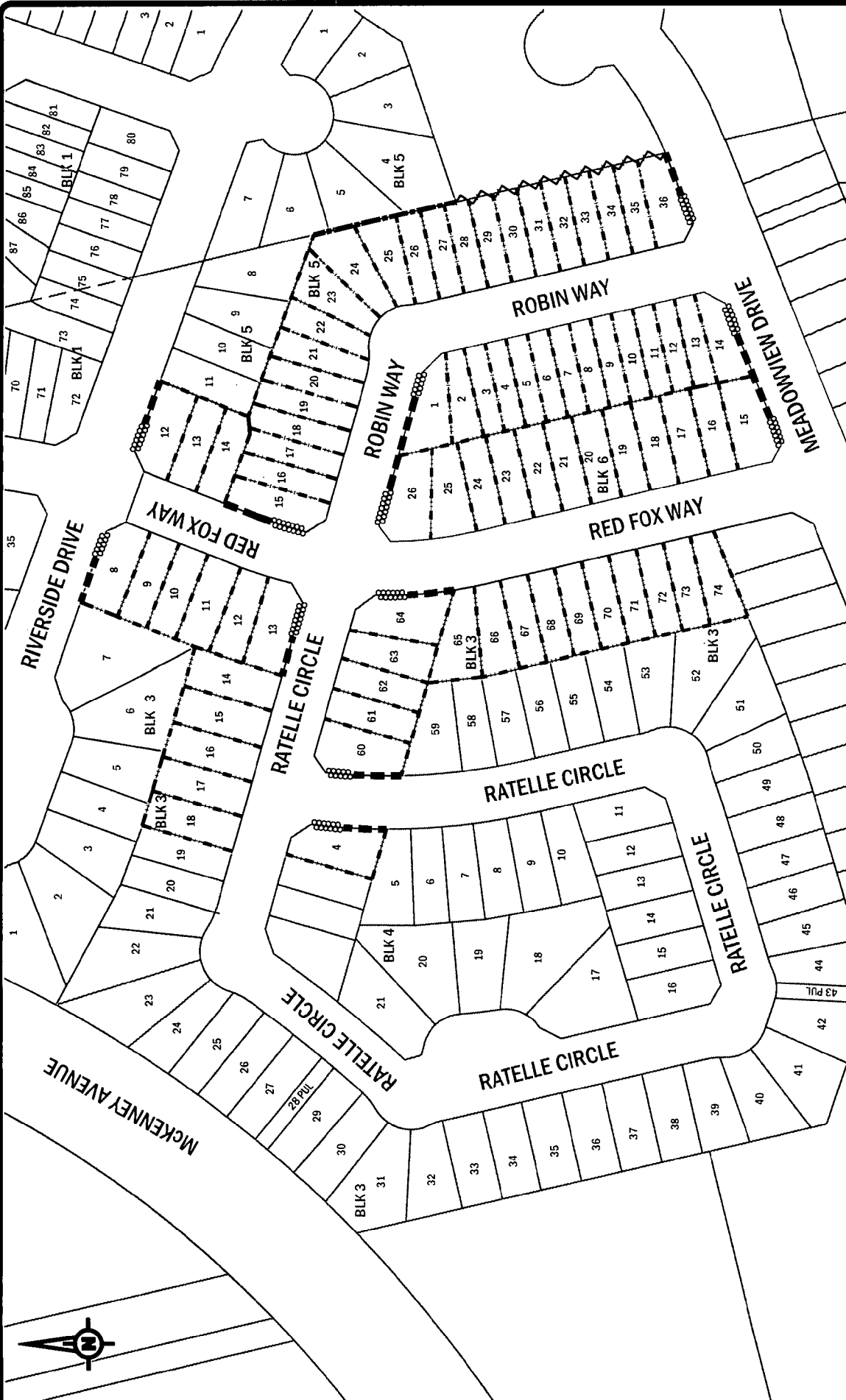
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  - CONCRETE - 28 DAY STRENGTH  $f_c=25MPa$
  - 28mm MAXIMUM AGGREGATE
  - 50 - 80mm SLUMP
  - MAXIMUM W/C RATIO = 0.5
  - 5 - 7% AIR ENTRAINMENT
3. CONTRACTOR SHALL INVESTIGATE THE EXCAVATED SUB SOIL MATERIAL FOR "SOFT SPOTS" (FOR INSTANCE FILL AREAS OF PREVIOUSLY INSTALLED TRENCHES ETC.)
4. MAXIMUM MISALIGNMENT OF PILES SHALL NOT EXCEED 50mm.
5. ALL FENCE POSTS ARE TO BE CEDAR OR SPRUCE.
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7. ALL FASTENINGS TO BE GALVANIZED MINIMUM FOUR (4) NAILS PER PICKET TO STRINGERS, THREE (3) NAILS PER TOP AND BOTTOM STRINGER TO EACH POST AND TWO (2) NAILS PER MIDLINE STRINGER.
8. FENCE TO BE SET 150mm INSIDE PRIVATE PROPERTY.
9. FENCE TO BE MAINTAINED FOR TWO YEARS PRIOR TO F.A.C.
10. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED.



**VERTICAL STEPDOWN WOOD SCREEN FENCE CONSTRUCTION SPECIFICATIONS**

Genstar Development Company  
 RIVERSIDE STAGE 9A  
 City of St. Albert



**Riverside Stage 9A**  
**Fencing Location Plan**



- Existing Horizontal Wood Screen (or Wood Step Down) Fence by Genstar shown thus
- - - Existing Wood Screen Fence by Reid Development shown thus
- · · Existing Horizontal or Vertical Wood Screen Fence by Genstar shown thus
- ~ ~ ~ Future Horizontal, Vertical or Step Down Wood Screen Fence by Home Owner shown thus
- ⊘ ⊘ ⊘ Future Horizontal Stepdown Wood Fence by Homeowner shown thus

Existing Horizontal Wood Screen (or Wood Step Down) Fence by Genstar shown thus  
 Existing Wood Screen Fence by Reid Development shown thus  
 Existing Horizontal or Vertical Wood Screen Fence by Genstar shown thus  
 Future Horizontal, Vertical or Step Down Wood Screen Fence by Home Owner shown thus  
 Future Horizontal Stepdown Wood Fence by Homeowner shown thus





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162285809 REGISTERED 2016 10 12  
RESC - RESTRICTIVE COVENANT  
DOC 9 OF 11 DRR#: D0E25DB ADR/BMCGUNITG