

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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ADVISORY

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REGISTERED AS 032 029 328

Action # 0303 00815

IN THE COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL DISTRICT OF EDMONTON

IN THE MATTER OF THE LAND TITLES ACT, c. L-4
REVISED STATUTES OF ALBERTA 2000, AS AMENDED

BEFORE MASTER *M. Furdak*)
IN CHAMBERS)
LAW COURTS BUILDING)
EDMONTON, ALBERTA)

ON WEDNESDAY, THE 15th
DAY OF JANUARY, 2003

I hereby certify this to be a true copy
of the original... *order*... 2003
15 Jan 2003

M. Furdak

EX PARTE ORDER

UPON THE APPLICATION of The Grange Property Development Corporation (the "Applicant"),
AND UPON HEARING READ the Affidavit of James Brown, filed, AND UPON HEARING
representations from counsel for the Applicant:

IT IS HEREBY ORDERED AND THE REGISTRAR OF LAND TITLES IS HEREBY
DIRECTED THAT:

1. The Registrar of Land Titles shall modify Restrictive Covenant 012 374 756 by:
 - (a) registering and filing the attached Schedule B, which forms a part hereof, at the Land Titles Office; and
 - (b) adding Schedule B to the microfiche for Restrictive Covenant 012 374 756 at the Land Titles Office.
2. Notice of this Application and Service of this Order on any of the Current Owners is hereby dispensed with.
3. The Registrar of the Land Titles Office shall register this Order notwithstanding the requirements of Section 191 of the *Land Titles Act R.S.A. 2000 c.L-4, as amended.*

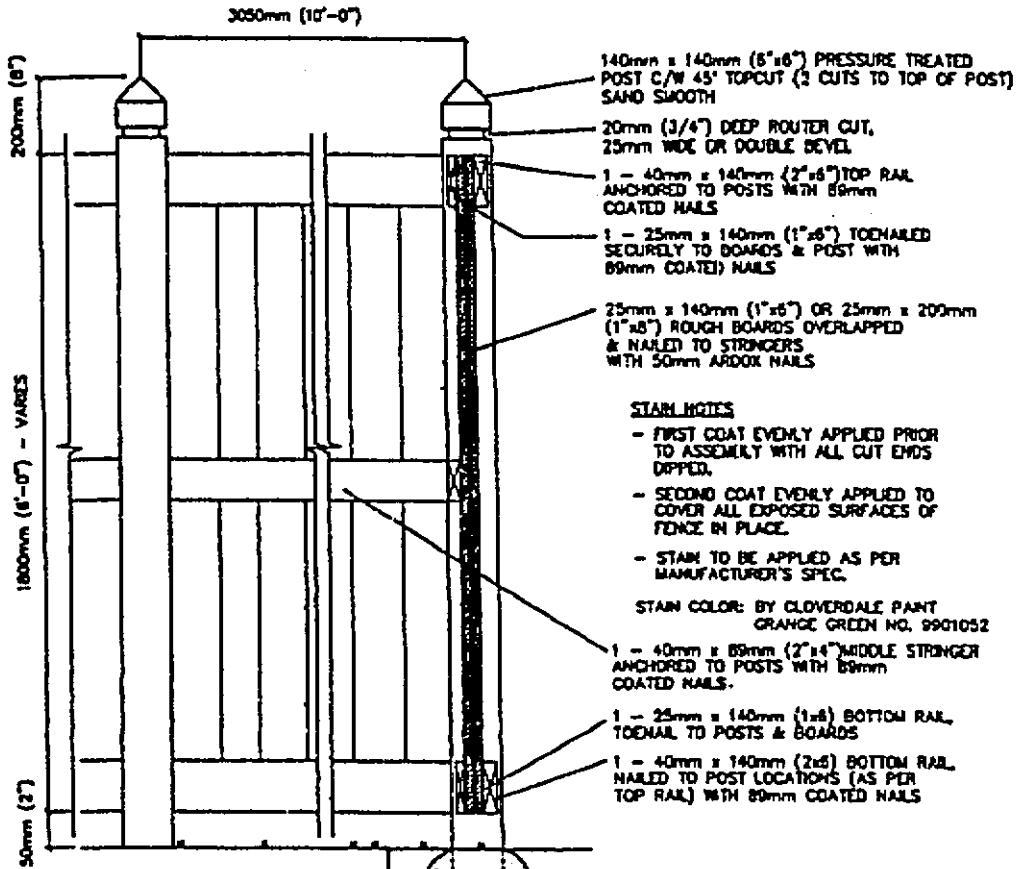
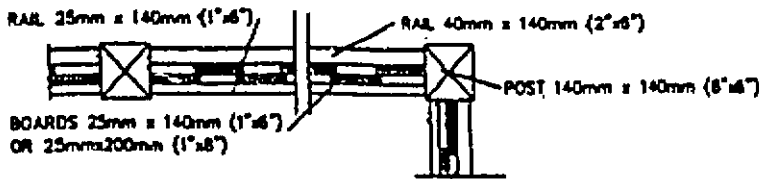
ENTERED THIS 15 DAY
OF JANUARY, 2003.

M. Furdak
MASTER IN CHAMBERS

CLERK OF THE COURT



012-374756-000
012.374756.000



- 140mm x 140mm (6" x 6") PRESSURE TREATED POST C/W 45° TOP CUT (2 CUTS TO TOP OF POST) SAND SMOOTH
- 20mm (3/4") DEEP ROUTER CUT, 25mm WIDE OR DOUBLE BEVEL
- 1 - 40mm x 140mm (2" x 6") TOP RAIL ANCHORED TO POSTS WITH 89mm COATED NAILS
- 1 - 25mm x 140mm (1" x 6") TOENAIL SECURELY TO BOARDS & POST WITH 89mm COATED NAILS
- 25mm x 140mm (1" x 6") OR 25mm x 200mm (1" x 8") ROUGH BOARDS OVERLAPPED & NAILED TO STRINGERS WITH 50mm ARDOX NAILS

STAIN NOTES

- FIRST COAT EVENLY APPLIED PRIOR TO ASSEMBLY WITH ALL CUT ENDS DIPPED.
- SECOND COAT EVENLY APPLIED TO COVER ALL EXPOSED SURFACES OF FENCE IN PLACE.
- STAIN TO BE APPLIED AS PER MANUFACTURER'S SPEC.

STAIN COLOR: BY CLOVERDALE PAINT
GRANGE GREEN NO. 9901052

- 1 - 40mm x 89mm (2" x 4") MIDDLE STRINGER ANCHORED TO POSTS WITH 89mm COATED NAILS.
- 1 - 25mm x 140mm (1" x 6") BOTTOM RAIL, TOENAIL TO POSTS & BOARDS
- 1 - 40mm x 140mm (2" x 6") BOTTOM RAIL, NAILED TO POST LOCATIONS (AS PER TOP RAIL) WITH 89mm COATED NAILS

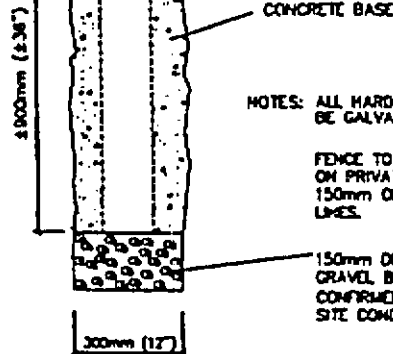
INSTALLATION CLARIFICATION

WOOD SCREEN FENCE TO BE INSTALLED ON THE SIDE YARD OF RESIDENTIAL LOTS WHERE THE DEVELOPER HAS INSTALLED WOOD SCREEN FENCE AT THE REAR OF THE LOT.

NOTES: ALL HARDWARE TO BE GALVANIZED

FENCE TO BE LOCATED WHOLLY ON PRIVATE PROPERTY, WITHIN 150mm OF PRIVATE PROPERTY LINES.

150mm DEPTH GRAVEL BASE TO BE DETERMINED/CONFIRMED BASED ON LOCAL SITE CONDITIONS



TITLE:

**THE GRANGE - DESIGN GUIDELINES
RESIDENTIAL WOOD SCREEN FENCE DETAIL**

IBI
GROUP
ARCHITECTS
ENGINEERS
PLANNERS

DRAWN BY:

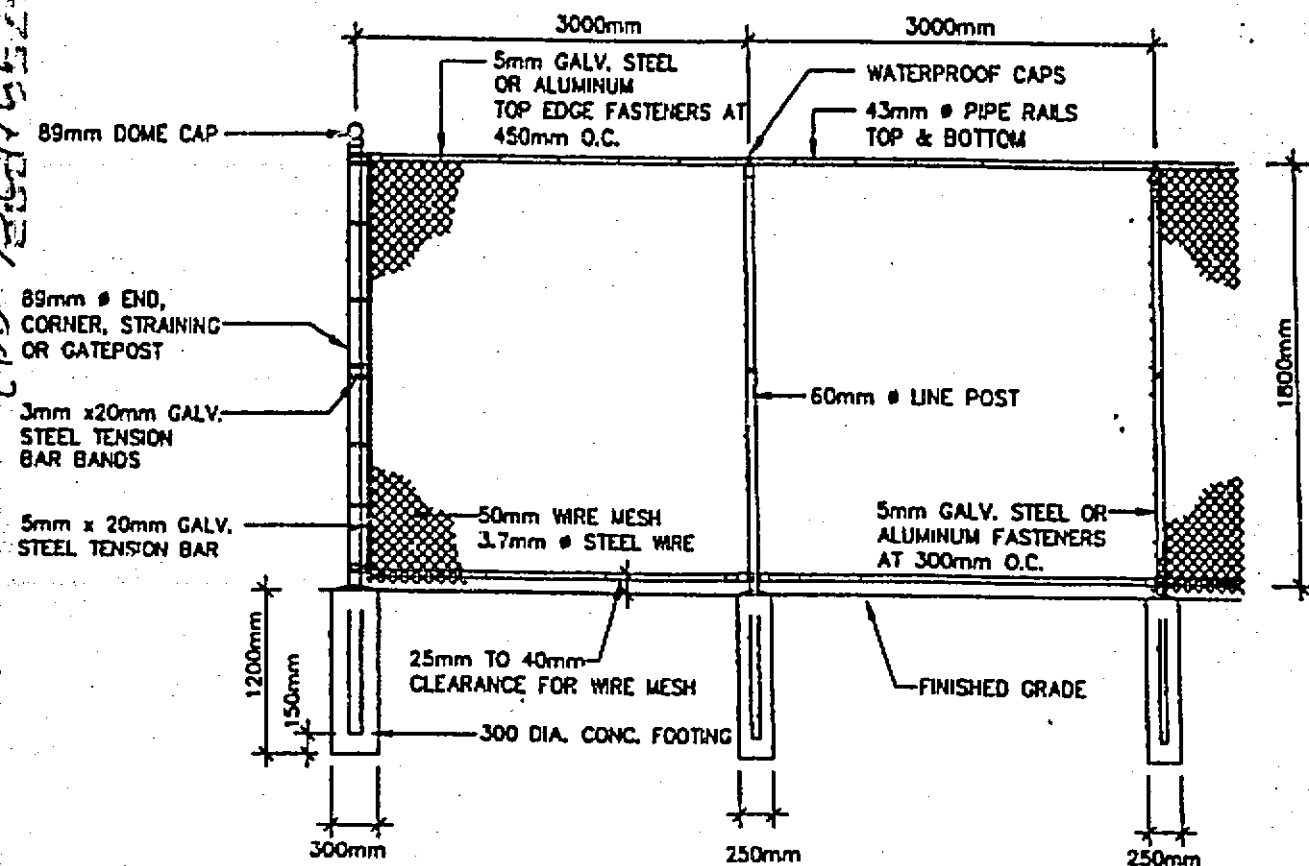
DATE: NOV. 25/02

SCALE: NTS

DWG.

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- NOTES:**
- ALL POSTS AND FABRIC ARE TO BE BLACK PVC COATED.
 - ALL HARDWARE TO BE GALVANIZED.
 - FENCE TO BE LOCATED WHOLLY ON PRIVATE PROPERTY, WITHIN 150mm OF PRIVATE PROPERTY LINES.

INSTALLATION CLARIFICATION

EITHER WOOD SCREEN OR BLACK VINYL CHAIN LINK FENCING TO BE INSTALLED ON THE SIDE YARD OF RESIDENTIAL LOTS WHERE THE DEVELOPER HAS INSTALLED BLACK VINYL CHAIN LINK FENCE AT THE REAR OF THE LOT.

	<p>TITLE:</p> <p style="text-align: center;">THE GRANGE - DESIGN GUIDELINES</p> <p style="text-align: center;">RESIDENTIAL CHAIN LINK FENCE DETAIL</p>	<p>IBI</p> <p>GROUP</p> <p>ARCHITECTS ENGINEERS PLANNERS</p>
<p>DRAWN BY: M.F.</p>	<p>DATE: NOV. 25/02</p>	<p>SCALE: NTS</p>
		<p>DWG.</p>

EDD-9574756-270

Action Number: 0303 02825

IN THE COURT OF QUEEN'S BENCH OF
ALBERTA
JUDICIAL DISTRICT OF EDMONTON

IN THE MATTER OF THE *LAND TITLES ACT*,
c. L-4 REVISED STATUTES OF ALBERTA 2000, AS
AMENDED

ORDER

File Number: 76842-12 RAS
Phone: (780) 428-0501
Fax: (780) 429-2559

RESTRICTIVE COVENANT

TO: THE REGISTRAR
OF THE ALBERTA LAND REGISTRATION DISTRICT
LAND TITLES OFFICE
EDMONTON, ALBERTA

WHEREAS:

- A. GPDC is the registered owner of the Dominant Lands and the Servient Lands described in Schedule "A" hereto situate in the City of Edmonton;
- B. GPDC intends to impose a scheme of mutually enforceable restrictions with respect to the use and improvements of the Lands and buildings thereon in order to preserve the integrity of the Development, which restrictions are not meant to detract or derogate from the Land Use Bylaw of the City of Edmonton currently in force, but are in addition to and supplementary to the restrictions, covenants and conditions contained in the said Land Use Bylaw.

NOW THEREFORE, GPDC does hereby declare, establish, impose and annex to the Servient Lands and each and every portion thereof for the benefit of the Dominant Lands, the following stipulations, restrictions and provisions to run with the Lands and be binding upon the registered owners from time to time of the Lots:

1. In this Restrictive Covenant, including the preamble, the following words and expressions shall have the meaning herein set forth:
- a) "Development" means the residential subdivision plan within which the Lots are located;
 - b) "Dominant Lands" means the lands described as such in Schedule "A" hereto;
 - c) "Dwelling" means any residential dwelling constructed on any of the Lots;
 - d) "GHA" means The Grange Homeowners Association, its successors and assigns and any replacement or substitute homeowners association which from time to time may be designated by GPDC as the homeowners association established for the benefit of the Servient Lands;
 - e) "GPDC" means The Grange Property Development Corporation and its successors and assigns;
 - f) "Lands" means the Dominant Lands and Servient Lands described in Schedule "A" hereto;
 - g) "Lots" means the lots described in Schedule "A" hereto;
 - h) "Restrictions" means the provisions, restrictions and stipulations contained in Paragraph 2 of this Restrictive Covenant;
 - i) "Restrictive Covenant" means this agreement as the same may be amended from time to time and the expressions "herein", "hereof", "hereto" "above", "below", and similar expressions if used in any article, section or paragraph of this agreement refer to this agreement including the schedules hereto and do not refer solely to a particular article, section or paragraph unless specifically stated herein;

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- j) "Servient Lands" means the lands described as such in Schedule "A" hereto.
2. For each of the Lots comprising the Servient Lands described in Schedule "A" hereto, for the benefit of the Dominant Lands, the following restrictions, stipulations and provisions are to run with the Lands, namely:
- a) Without the prior consent of GPDC, none of the project fencing provided by GPDC for the Development shall be removed or changed from the original design or colour and the owner from time to time of any of the Lots shall preserve the original design and colour of and maintain in good condition that portion of the project fence located on such lot. In the event of removal or replacement, such fence shall be rebuilt at the expense of the owners of such lot to its original design and colour unless otherwise agreed in writing by GPDC.
 - b) No fence, other than project fencing provided by GPDC, shall be built upon the Servient Lands unless the said fence is built according to the design, standards, specifications, and colour of the fence described on the plan attached hereto as Schedule "B" or is built according to a design, standard, specification and colour otherwise agreed to in writing by GPDC.
 - c) Unless otherwise agreed in writing by GPDC, no structure constructed by GPDC on the Lands for purposes of enhancing the appearance of the Development shall be added to, removed or changed except to maintain or repair the said structure in keeping with the original design.
 - d) Without the prior written consent of GPDC, no changes shall be made to the completed exterior of any Dwelling for a period of two years from the date that such Dwelling is occupied for the first time as a residence.
 - e) Roofs of the dwellings shall be finished with materials approved in writing by GPDC.
3. Notwithstanding anything herein contained to the contrary, the Restrictions may be amended from time to time by GPDC or GHA provided that such amendments are made in writing. GPDC or GHA shall make a copy of such amendments available to any registered owner of the Lots upon request at the registered office of GPDC or GHA, as the case may be, from time to time.
4. If any of the Restrictions herein or the application thereof to any party or any circumstances shall be held by any Court of competent jurisdiction to be invalid or unenforceable to any extent, then such Restriction shall be severed from the remainder of this Restrictive Covenant, and the remainder of this Restrictive Covenant or application of such Restriction to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each of the remaining Restrictions of this Restrictive Covenant shall be valid and enforceable to the fullest extent permitted by the law.
5. This Restrictive Covenant is in addition to the requirements of the municipal or other government authorities having jurisdiction in respect of the use of the Lands, and nothing contained herein shall be construed as permitting or authorizing anything which is prohibited, controlled or regulated by any statute, bylaw, regulation or like enactment having the force of law and having application to the Lands.

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- 6. Nothing herein shall require or oblige GPDC or GHA to enforce this Restrictive Covenant or render GPDC or GHA liable for the failure of any of the registered owners from time to time of the Lots to adhere to or comply with the Restrictions contained in this Restrictive Covenant, it being the intention to attach to each of the Lots, and the registered owners from time to time thereof, the obligation for compliance with this Restrictive Covenant.
- 7. The Restrictions contained in this Restrictive Covenant shall be binding upon and enure to the benefit of the registered owner from time to time of each of the Lots and the restrictions herein shall run with the Lands and each of the Lots and the restrictions herein shall run with the Lands and each of the Lots comprising the Lands.
- 8. GPDC may delegate to GHA the power to grant any approval, give any consent or make any amendment to this Restrictive Covenant which GPDC has the right or power to grant or make hereunder.

IN WITNESS WHEREOF GPDC has executed this Restrictive Covenant, this 15 day of November, 2001.

THE GRANGE PROPERTY DEVELOPMENT CORPORATION

PER: 

✓ S

SCHEDULE "A"

SERVIENT LANDS:

PLAN 012 4683
LOTS 2 - 8 (INCLUSIVE), BLOCK 17

PLAN 012 3820
LOTS 9 - 21 (INCLUSIVE), BLOCK 18 ✓

PLAN 012 3820
LOTS 1 - 24 (INCLUSIVE), BLOCK 19 ✓

PLAN 012 3820
LOTS 84 - 98 (INCLUSIVE), BLOCK 19 ✓

PLAN 012 3820
LOTS 2 - 28 (INCLUSIVE), BLOCK 20 ✓

EXCEPTING THEREOUT ALL MINES AND MINERALS

DOMINANT LANDS:

PLAN 012 4683
LOTS 2 - 8 (INCLUSIVE), BLOCK 17

PLAN 012 3820
LOTS 9 - 21 (INCLUSIVE), BLOCK 18

PLAN 012 3820
LOTS 1 - 24 (INCLUSIVE), BLOCK 19

PLAN 012 3820
LOTS 84 - 98 (INCLUSIVE), BLOCK 19

PLAN 012 3820
LOTS 2 - 28 (INCLUSIVE), BLOCK 20

EXCEPTING THEREOUT ALL MINES AND MINERALS

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RESO - RESTRICTIVE COVENANT
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