

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

042187568

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.



May 25, 2004

DELIVERED

Land Titles Office
Edmonton, Alberta

Direct Telephone: (780) 441-3210
E-Mail Address: cfarnell@wittenlaw.com
In Reply Please Refer to File No.: 76842-12DBM/CAF

Attention: KAREN LEWIS

Dear Karen:

Re: Restrictive Covenant No. 042 187 568

Enclosed please find:

1. Certified Copy of Restrictive Covenant No. 042 187 568; and
2. Replacement Schedule B to that Encumbrance (2 pages), in replacement of the one page schedule which was registered with the original filing at the Land Titles Office.

As discussed with you on May 25, 2004, the first page of Schedule B was inadvertently omitted when the Restrictive Covenant was submitted to the Land Titles Office for registration. We request that the replacement Schedule B be added to the copy of the Restrictive Covenant on microfiche at the Land Titles Office in replacement of the existing Schedule B.

John Little of our office acts for Bedrock Homes Limited, the party who granted the Restrictive Covenant and has confirmed as their duly authorized solicitor and agent that the replacement may be made.

www.wittenlaw.com

Suite 2500 Canadian Western Bank Place
10303 Jasper Avenue • Edmonton • Alberta • Canada • T5J 3N6
t: 780.428.0501 f: 780.429.2559 e: lawyers@wittenlaw.com

042-187568-000

042-187568-001

Please let me know if you require anything further.

Yours truly,

WITTEN LLP

Per:



CATHERINE A. FARNELL

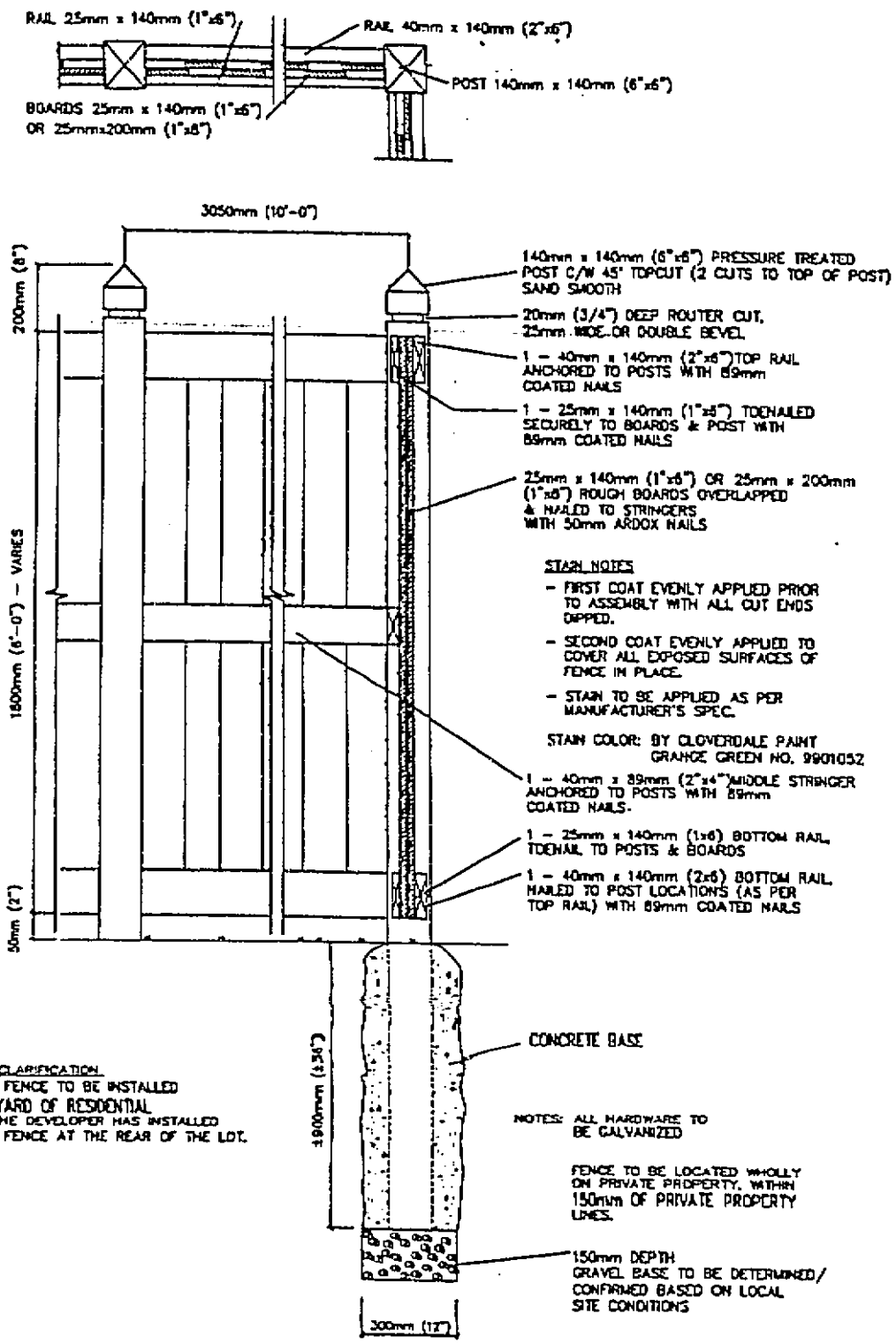
C.A.F.:ms
Enclosures

cc: Sherrick Management Limited, Attn: L. Miles



0475187588.000

Page added May 27/04
Wh



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.

DRAWN BY:

TITLE:
THE GRANGE - DESIGN GUIDELINES
RESIDENTIAL WOOD SCREEN FENCE DETAIL

IBI GROUP
 ARCHITECTS
 ENGINEERS
 PLANNERS

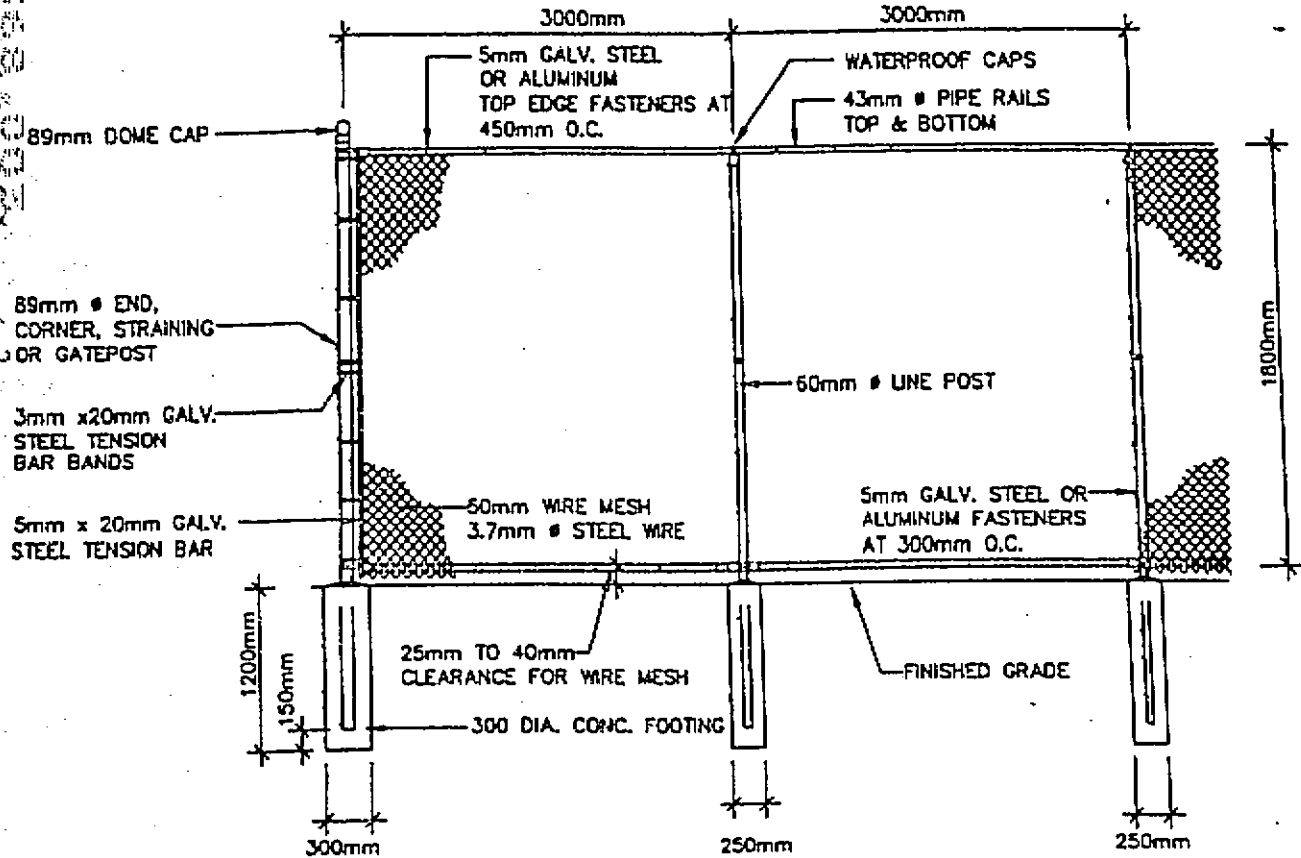
DATE: NOV. 25/02

SCALE: NTS

DWG.

044-187558-110
 10/11/02

Page added May 27/04
 KH



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.

	TITLE: <h2 style="text-align: center;">THE GRANGE - DESIGN GUIDELINES</h2> <h3 style="text-align: center;">RESIDENTIAL CHAIN LINK FENCE DETAIL</h3>	
DRAWN BY: M.F.	DATE: NOV. 25/02	SCALE: NTS
		DWG.

RESTRICTIVE COVENANT

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

WHEREAS:

A. Bedrock is the registered owner of the Servient Lands described in Schedule "A" hereto situate in the City of Edmonton;

B. GPDC and Bedrock intend to impose a scheme of 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, Bedrock 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) ✓ "Bedrock" means Bedrock Homes Limited;
 - b) "Development" means the residential subdivision plan within which the Lots are located;
 - c) ✓ "Dominant Lands" means the lands described as such in Schedule "A" hereto;
 - d) "Dwelling" means any residential dwelling constructed on any of the Lots;
 - e) ✓ "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 as the homeowners association established for the benefit of the Servient Lands;
 - f) ✓ "GPDC" means The Grange Property Development Corporation and its successors and assigns;
 - g) ✓ "Lands" means the Dominant Lands and Servient Lands described in Schedule "A" hereto;
 - h) ✓ "Lots" means the lots described in Schedule "A" hereto;
 - i) "Restrictions" means the provisions, restrictions and stipulations contained in Paragraph 2 of this Restrictive Covenant;

- j) "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;
- k) "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 GIA provided that such amendments are made in writing. GPDC or GIA shall make a copy of such amendments available to any registered owner of the Lots upon request at the registered office of GPDC or GIA, 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.

7

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.
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 27 day of April, 2004.

BEDROCK HOMES LIMITED

PER: *Anthony [Signature]*

PER: _____

c/s

[Handwritten signature]

SCHEDULE "A"

SERVIENT LANDS:

PLAN 032 3930
BLOCK 18
LOT 97
EXCEPTING THEREOUT ALL MINES AND MINERALS

DOMINANT LANDS:

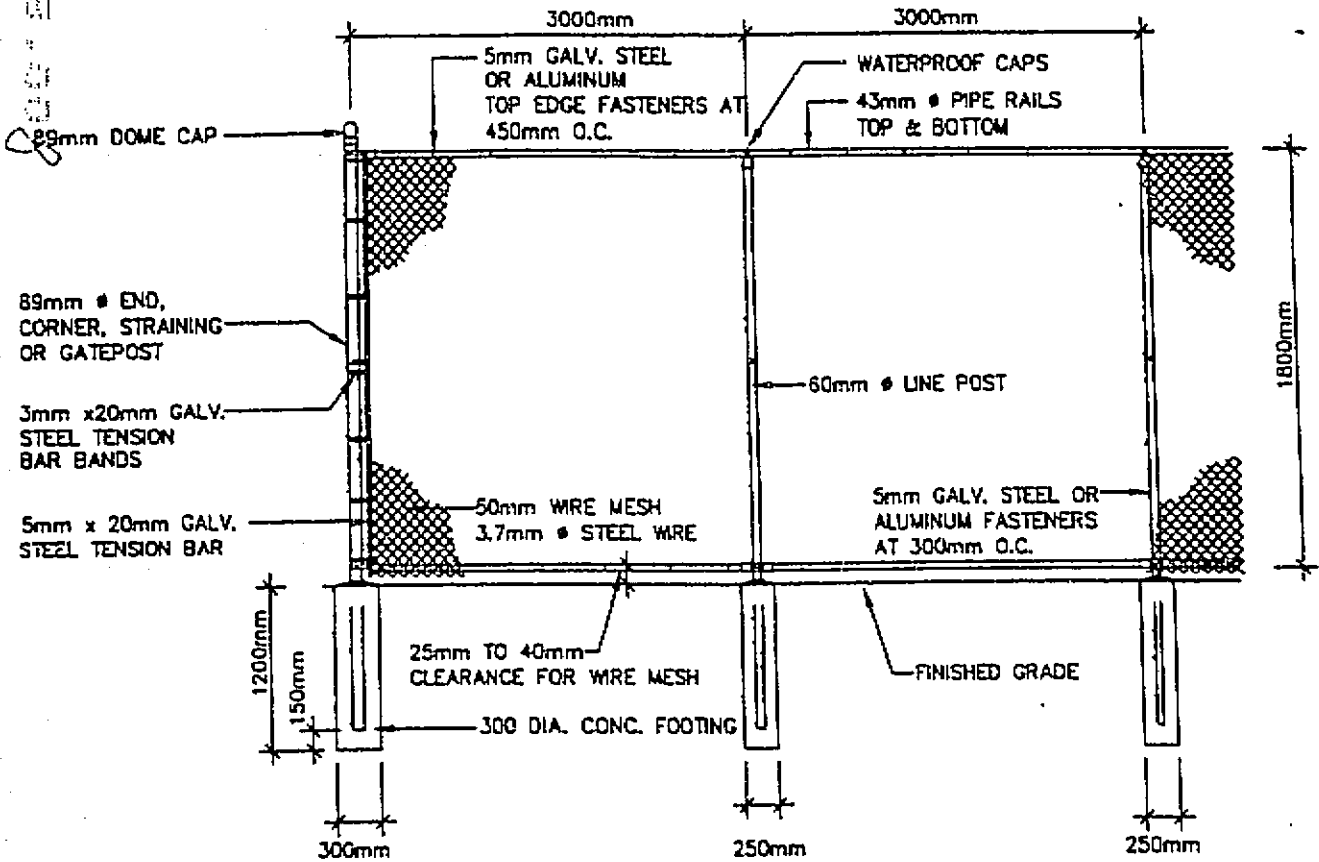
PLAN 022 6743
BLOCK 19
LOTS 32 - 44 (INCLUSIVE)
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 022 6178
BLOCK 19
LOTS 45 - 49 (INCLUSIVE)
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 022 6178
BLOCK 18
LOTS 54 - 84 (INCLUSIVE)
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 032 3930
BLOCK 18
LOT 97
EXCEPTING THEREOUT ALL MINES AND MINERALS

Schedule B



- 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.

TITLE:

**THE GRANGE - DESIGN GUIDELINES
RESIDENTIAL CHAIN LINK FENCE DETAIL**

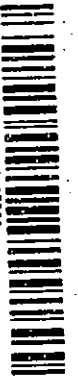
IBI
GROUP
ARCHITECTS
ENGINEERS
PLANNERS

DRAWN BY: M.F.

DATE: NOV. 25/02

SCALE: NTS

DWG.



042187668 REGISTERED 2004 05 13
RESC - RESTRICTIVE COVENANT
DOC 2 OF 2 DRR#: 1546140 ADR/KILEWIS
LINC/S: 0029548865 +

22