

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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ADVISORY

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RESTRICTIVE COVENANT

TO: THE REGISTRAR
OF THE NORTH 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) "Lands" means the Dominant Lands and Servient Lands described in Schedule "A" hereto;
 - (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 by GPDC 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) "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;
 - (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) None of the project fencing provided by GPDC for the Development shall be removed or changed from the original design or color and the owner from time to time of any of the Lots shall preserve the original design and color 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 color;
 - (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";
 - (c) 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 BP Roofmaster shingles, Weathered Wood color, or equivalent;
 - (f) No garage shall be built upon the Servient Lands unless the said garage complies with the following:
 - (i) Garages are to conform to the principle building in terms of color, style, and materials;
 - (ii) Garages shall be a maximum of 41 square meters;
 - (iii) Garages shall not exceed 3.85 meters in height. The height is the vertical distance between the horizontal plane through grade and horizontal plane at the highest point of the garage;
 - (iv) The roof of the garage shall be Gable or Cottage style with a minimum pitch of 3/12;
 - (v) At the time of approval of the principle building, the site for the garage shall be clearly demarcated on the site and on the plan.
3. Notwithstanding anything herein contained to the contrary, the Restrictions may be amended from time to time by the 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 the GHA 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.
6. Nothing herein shall require or oblige GPDC to enforce this Restrictive Covenant or render GPDC 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 comprising the Lands.

IN WITNESS WHEREOF GPDC has executed this Restrictive Covenant this 8th day of March, 1999.

THE GRANGE PROPERTY DEVELOPMENT CORPORATION

Per: 

SCHEDULE "A"

SERVIENT LANDS:

PLAN 982-5740
LOTS 10 TO 28 (INCLUSIVE), BLOCK 11

PLAN 982-5740
LOTS 1 TO 37 (INCLUSIVE), BLOCK 12

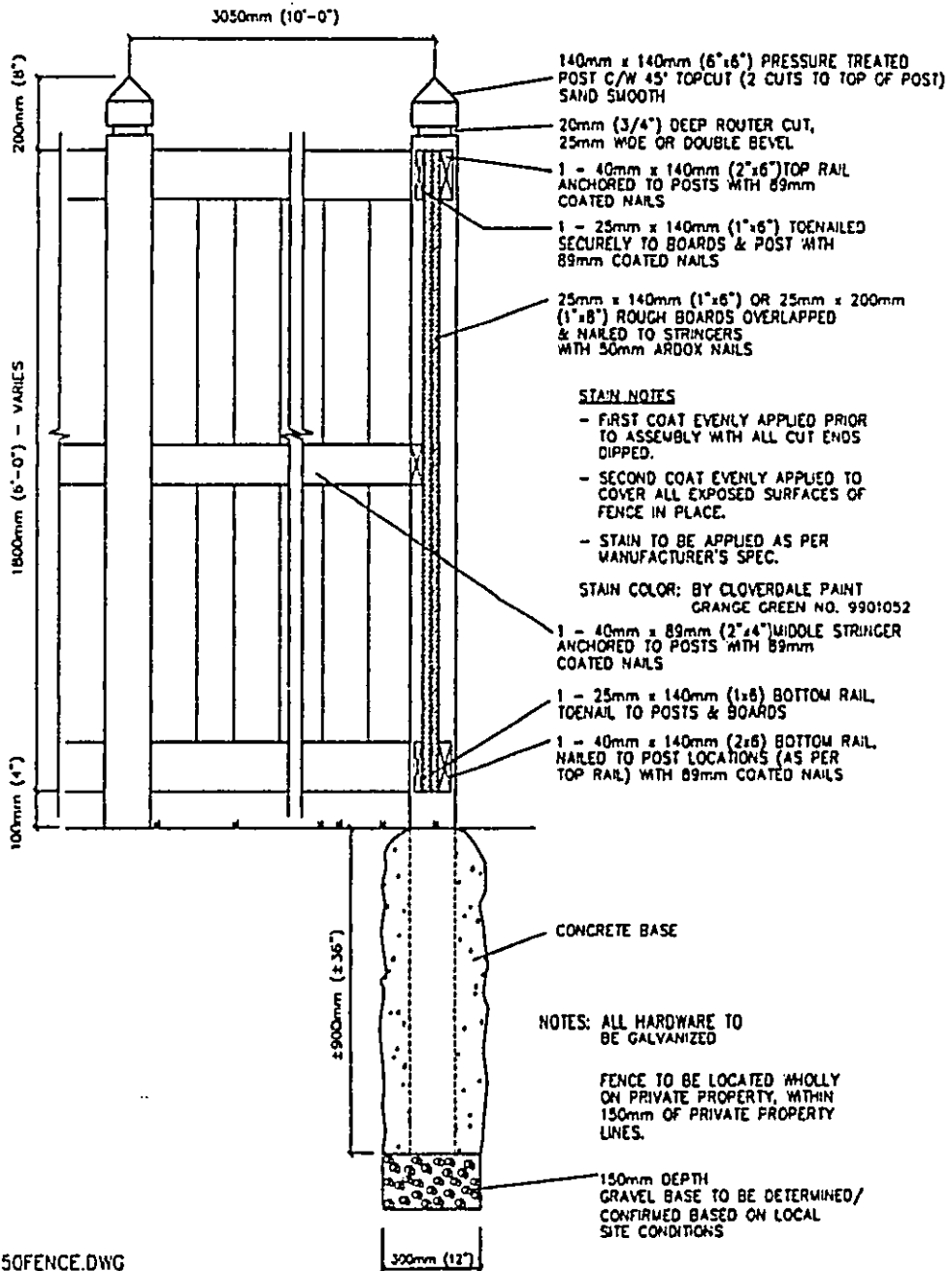
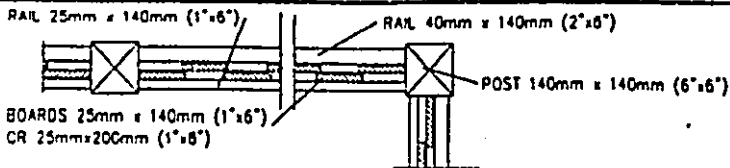
EXCEPTING THEREOUT ALL MINES AND MINERALS

DOMINANT LANDS:

PLAN 982-5740
LOTS 10 TO 28 (INCLUSIVE), BLOCK 11

PLAN 982-5740
LOTS 1 TO 37 (INCLUSIVE), BLOCK 12

EXCEPTING THEREOUT ALL MINES AND MINERALS



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TITLE:

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

**IBI
GROUP**
ARCHITECTS
ENGINEERS
PLANNERS

DRAWN BY:

DATE: JAN. 26/98

SCALE: NTS

DWG.

992065600 REGISTERED 1999 03 15
PESC - RESTRICTIVE COVENANT
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