

RESTRICTIVE COVENANT

Pursuant to the Land Titles Act of Alberta.

WHEREAS Citiland Rocky Ridge Venture Inc. (“Citiland”) is registered as owner of an estate in fee simple of the following lands:

Plan 9913261 Block 7

Lots 3 to 33, inclusive.

Excepting thereout all Mines and Minerals

Plan 9913261 Block 8

Lots 1 to 36, inclusive.

Excepting thereout all Mines and Minerals

(Hereinafter individually referred to as a “Lot” and collectively referred to as “the Lots”);

AND WHEREAS Section 71 (1) of the *Land Titles Act* of Alberta provides that an owner may grant to itself a restrictive covenant for the benefit of land which it Owns and against land which it owns, and such restrictive covenant may be registered pursuant to the *Land Titles Act*;

**NOW THEREFORE THIS RESTRICTIVE COVENANT WITNES-
SETH THAT:**

1. The Lots referred to herein shall be subject to the restrictions and conditions herein

set forth, which shall be deemed to be covenants running with the land and shall be binding upon and enure to the benefit of the owner or owners of the Lots from time to time, such restrictions and conditions having been imposed with a view to maintaining the general character of the Lots and to controlling the same with respect to the manner of development for residential housing purposes.

2. The Lots shall be developed in conformity with the conditions and covenants set out in the architectural control guidelines, established by Citiland from time to time.
3. The construction or installation upon the Lots or any building thereon of a satellite dish or any other device in excess of 18” in diameter to receive or transmit telecommunication signals is absolutely prohibited.
4. Front yard fences are strictly prohibited.
5. No fences whatsoever shall be permitted to be constructed on the street-side of the corner lots referred to in Schedule “A” hereto, except such fences constructed by Citiland.
6. Where Citiland has constructed fences, including rear yard fences and fences on the street-side of the corner lots, such fences shall not be replaced or altered in material or design. Any fences constructed by Citiland or a previous owner of a lot shall be properly maintained and any damage or disrepair shall be promptly corrected. Any repair work or reconstruction shall be consistent in material and design with the existing fence.


7. Citiland wishes to advise current and future purchasers of the Lots of the following, which may have an impact on the use and enjoyment of the Lot:
- a. A storm water retention pond will be constructed as required and approved by the City of Calgary and the Province of Alberta. This facility will be developed as a wetland area with certain characteristics, which may include but are not limited to odour and wildlife. Certain restrictions will be placed on the Lots which are adjacent to the pond, referred to in Schedule "C" hereto including amongst other things fencing and grading.
 - b. The access road to the subdivision, namely 85th Street Northwest, is a temporary access road only, which will be closing by July 1, 2001 or as determined by the Developer, the City of Calgary and the Province of Alberta.
 - c. A Province of Alberta Transportation and Utility Corridor has been designated at the south side of the subdivision. The Lots referred to in Schedule "B" hereto are adjacent to the Transportation and Utility Corridor, which will contain a major provincial roadway and utility services.
 - d. A Residents' Association or Homeowners' Association will be created at some time in the future, which may require the owners of the Lots to contribute an association fee or membership fee.
 - e. No direct vehicular access shall be permitted to and from Stoney Trail from Block 7, Lots 25 to 33 inclusive.

- f. Construction of a front driveway over the bus loading area will be prohibited on Block 7, Lot 8.
10. Citiland shall have the right to enter upon the Lots and do any and all work which is necessary, but not limited to, obtaining a Construction Completion Certificate and/or a Final Acceptance Certificate for the subdivision, pursuant to its development agreement obligations with the City of Calgary.
11. The restrictive covenants set out herein are enforceable by Citiland and the owner or owners of each of the Lots to the extent that the provisions apply to such Lots, and waiver by Citiland or any owner of any of the Lots of the strict performance of the covenants set out herein shall not of itself constitute a waiver of the covenants for future enforcement.
12. No action shall lie against Citiland for damages for breach of anyone or more of the covenants contained in this Restrictive Covenant, unless Citiland is registered as owner of the Lot and is proven by a Court of competent jurisdiction to be in breach of this Restrictive Covenant. This Covenant shall constitute an absolute defence to any such action and may be pleaded as such.
13. Words herein importing a number or gender shall be construed in grammatical conformance with the context of the party or -parties in reference.
14. If any of the provisions of the Restrictive Covenant or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Restrictive Covenant shall not be effected thereby and each remaining

provision shall be valid and shall be enforceable to the extent permitted by law.

IN WITNESS WHEREOF, CITILAND ROCKY RIDGE VENTURE INC. has caused its corporate seal to be affixed by its duly authorized officer this 21st day of December 1999.

CITILAND ROCKY RIDGE VENTURE INC.

Per: 
Jake Louie
Director