

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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ADVISORY

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RESTRICTIVE COVENANT

Restrictive Covenant made pursuant to Section 48 of the Land Titles Act R.S.A. 2000 Chapter L-4 by those parties set out below (hereinafter called "the Owners").

PREAMBLE:

WHEREAS the Owners are the registered owner of certain lands (the "properties" or "the lands") situate in the City of Calgary, in the Province of Alberta legally described in Schedule "A" attached hereto and forming an integral part hereof;

AND WHEREAS Section 48 of the Land Titles Act of Alberta R.S.A. 2000 Chapter L-4 provides that an Owner may grant a Restrictive Covenant against the land which he owns and the Restrictive Covenant may be registered under this Act;

AND WHEREAS all the properties are in the development known as **BRIDLE ESTATES**;

AND WHEREAS it is for the benefit of all of the properties to make provision inter alia for access, drainage, fencing, yard control, maintenance of lots and boundary fencing on the rear property line that separates each lot from a park or land outside of Bridle Estates, age restrictions relating to ownership and residence of the properties, landscaping of the properties and maintenance and landscaping of the following specific properties:

- (a) Lot 6 Block 4 Plan 051 2613 hereinafter referred to as **"the Linear Park"**;
- (b) Lot 1 Block 4 Plan 051 2613 and Lot 18 Block 2 Plan 051 2613 and a Direct Control lot to be constructed on the south side of Bridle Estates Road South West at the intersection with 24th Street South West, hereinafter referred to as **"the Entrance Features"**;
- (c) Lot 18 Block 3 Plan 051 2613 (including landscaping, irrigation, fences and structures), hereinafter referred to as **"the Pavilion"**

(d) Lot 19 Block 4 Plan 061 2357 hereinafter referred to as **"the Linear Park"**;

NOW THEREFORE this Restrictive Covenant witnesses that:

1. PREAMBLE, DEFINITIONS

1.1. The recitals of fact contained in the Preamble to this Restrictive Covenant are true and form an integral part hereof.

1.2. All terms and phrases requiring meaning or definition hereunder shall have the following meaning or definition, unless the context shall otherwise require:

- (a) "Dominant Lots" means the Lot or Lots comprising the Lands;
- (b) "Drainage Control Covenant" means those covenants expressed in Schedule "B" attached hereto and forming an integral part hereof;
- (c) "Fencing and Yard Control Covenants" means those covenants expressed in Schedule "C" attached hereto and forming an integral part hereof;
- (d) "Grantor" means the Owners, their successors, assigns and successors-in-title to the Servient Lots;
- (e) "Grantee" means the Owners, their successors, assigns and successors-in-title to the Dominant Lots;
- (f) "Lot", "Lots" or "Lands" means the individual lot or lots legally described and constituting and comprising the Lands more particularly described in Schedule "A", and,
- (g) "Servient Lots" means the Lot or Lots comprising the Lands,
- (h) "Maintenance Control Covenants" means those covenants expressed in Schedule "D" attached hereto and forming an integral part hereof.
- (i) "Additional Covenant" means those covenants expressed in Schedule "E" attached hereto and forming an integral part hereof.
- (j) "Age Restriction Covenant" means those covenants expressed in Schedule "F" attached hereto and forming an integral part hereof;

2. GRANT OF RESTRICTIVE COVENANTS

- 2.1. The Grantor, as owner of the Servient Lot, does hereby covenant and agree to, with and in favour of the Grantee, as owner of the Dominant Lot, to observe and be bound by the Drainage Control Covenants (see Schedule "B" attached hereto), in respect of the Lands and each and all of the Lots.
- 2.2. The Grantor, as owner of the Fenced Lots, defined as those Lots having a lot line or lot lines adjacent to parks or the lands outside of "the Lands" and with a fence separating the Lands from the parks or the lands of others , does hereby covenant and agree to, with and in favour of the Grantee, as owner of the Lots, to observe and be bound by the Fencing and Yard Control Covenants (see Schedule "C" attached hereto), in respect of the Fenced Lots alone.
- 2.3. The Grantor, as owner of the Servient Lot, does hereby covenant and agree to, with and in favour of the Grantee, as owner of the Dominant Lot, to observe and be bound by the Maintenance Control (see Schedule "D" attached hereto), in respect of the Lands and each and all of the Lots.
- 2.4. The Grantor, as owner of the Servient Lots, does hereby covenant and agree to, with and in favour of the Grantee, as owner of the Dominant Lots to observe and be bound by the Additional Covenant (see Schedule "E" attached hereto) in respect of the Lands in each and all of the Lots.
- 2.5 The Grantor, as owner of the Servient Lots, does hereby covenant and agree to, with and in favor of the Grantee, as owner of the Dominant Lots to observe and be bound by the Age Restriction Covenants (see Schedule "F" attached hereto)in respect of the Lands in each and all of the Lots.

2.6 The covenants and agreements expressed in paragraphs 2.1, 2.2, 2.3, 2.4 and 2.5 hereof are in addition to and not in substitution or replacement of all and every building code, regulation, by-law, standard, requirement and other provision governing the further development of the Lands and the Lots, and those covenants and agreements expressed in paragraphs 2.1, 2.2, 2.3, 2.4 and 2.5 are each in addition to and independent of each other.

2.7 The benefit of the covenants and agreements set forth in paragraphs 2.1, 2.2, 2.3, 2.4 and 2.5 hereof shall be for the benefit of the Lots and each of them, and to the Grantee and such Grantee's successors in title and assigns of the Lots, and shall be enforceable by the Grantee, and each and every one of its respective successors and assigns and successors in title to the Lots. The covenants and agreements of the Grantor herein shall run with the land, and shall be registered accordingly.

3 **GENERAL**

3.1 The Grantor does hereby grant unto the Grantee, its successors and assigns and its contractors, subcontractors, officers, servants, agents and workmen the full right and liberty to ingress and egress and right and liberty to pass and repass on, over, in and through the Servient Lots, all and each part and the Lots, either by foot or by way of vehicle or machine, and to remain on the Servient Lots and all and each part and said Lot for the purposes of affecting any corrective measure relating to grading or drainage in respect of the Lands and to maintain the Lots, and fences in accordance with paragraphs 2.1, 2.2, 2.3 and 2.4 hereof and the Grantee hereby agrees to repair any damage to the Servient Lots resulting from its entry onto them for such purposes, so far as shall be

reasonable and practicable. The rights and privileges hereby granted are and shall be covenants running with the Lands.

3.2 The Grantor covenants and agrees to observe and be bound by the covenants contained herein PROVIDED THAT the said covenants shall only be personally binding upon the Grantor for such time that it remains owner of the Servient Lots, and only to the extent of those Servient Lots which from time to time and at such relevant time are owned by the Grantor, and no action shall lie against the Grantor hereunder unless the Grantor is then and remains the registered owner of the Lot alleged and proven by a Court of competent jurisdiction to be in breach of this Restrictive Covenant. The covenant contained in this paragraph 3.2 shall constitute an absolute defense to any such action and may be pleaded as such.

3.3 If any provision of this Restrictive Covenant shall be determined by a Court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and each provision hereof shall be enforced to the fullest extent permitted by law.

3.4 Words herein importing a number or gender shall be construed in grammatical conformance with the context of the party or parties affected by this Agreement from time to time.

3.5 As the Servient Lots and the Dominant Lots are or may be one and the same in this Restrictive Covenant, this Restrictive Covenant shall be construed so that the Grantor shall hereunder have granted this Restrictive Covenant in respect of each Lot to the benefit of the Grantee in respect of the Lands save for the Lot.

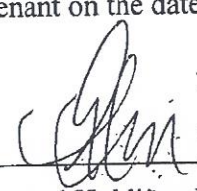
3.6 This Restrictive Covenant may be registered as a restrictive covenant in the Land Titles Office for the South Alberta Land Registration District.

3.7 This Restrictive Covenant shall be executed by each Owner concurrent with the registration of title into the name of the owner and may be executed in several counterparts, it being acknowledged and agreed that so long as each Owner has executed a copy of this Restrictive Covenant Agreement, the Restrictive Covenant shall be final, binding and enforceable against all Owners as if all Owners had executed the same Restrictive Covenant document.

IN WITNESS WHEREOF all of the Owners of those Lands as set out in attached Schedule "A" have executed this Restrictive Covenant on the date set out below.

September 14, 2007
Date

Per: _____


Burntwood Holdings Limited

SCHEDULE "A"
BRIDLE ESTATES HOMEOWNERS' ASSOCIATION

The Lands are:

| <u>Lot</u> | <u>Block</u> | <u>Plan</u> | <u>Lot</u> | <u>Block</u> | <u>Plan</u> |
|------------|--------------|-------------|------------|--------------|-------------|
| 31 | 1 | 0911803 | 34 | 3 | " |
| 32 | 1 | " | 35 | 3 | " |
| 33 | 1 | " | 36 | 3 | " |
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| 39 | 1 | " | 42 | 3 | " |
| 40 | 1 | " | 43 | 3 | " |
| 41 | 1 | " | 44 | 3 | " |
| 42 | 1 | " | 45 | 3 | " |
| 43 | 1 | " | 46 | 3 | " |
| 44 | 1 | " | 47 | 3 | " |
| 45 | 1 | " | 17 | 5 | " |
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| 47 | 1 | " | 19 | 5 | " |
| 48 | 1 | " | 20 | 5 | " |
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| 32 | 3 | " | 22 | 5 | " |
| 33 | 3 | " | 23 | 5 | " |

excepting thereout all mines and minerals.

SCHEDULE "B"
DRAINAGE CONTROL COVENANTS

1. The Grantor, as owner of the Servient Lots, shall not suffer or permit:

(a) the level or grades of the side yards or rear yards, as the case may be, of the Lots as established by the developers' architectural control consultant, to be altered in any manner whatsoever; or

(b) the surface contours and surface drainage system established between the residences constructed on the Lots at the time of construction of such residences and in accordance with the accepted design grades to grade certification to be altered in any manner whatsoever.

2. The Grantor, as owner of the Servient Lots shall not:

(a) suffer or permit dirt, fill, loam, gravel, paper or other debris, weeds, snow, ice or slush (collectively referred to as "material") to fill or accumulate or remain on or upon the Lots and which material would:

- i. alter the level or grades of the Lots as established by the Building Grade Plan filed with the City Engineer of the City of Calgary, or as indicated on the plot plan submitted with the building permit, or
- ii. restrict, impair, impede, alter or otherwise interfere with the drainage across the Lots including, without limiting the generality of the foregoing, drainage through or around any drainage control fence, grass shale, concrete or asphalt drainage gutter or other drainage control structure which may be erected on the Lots:

(b) alter, remove, damage or otherwise interfere with any drainage control fence, grass swale, concrete or asphalt drainage gutter or other drainage control structure which may be erected on the Lots.

SCHEDULE "C"
FENCING AND YARD CONTROL COVENANTS

The Grantor, as owner of the Servient Lots, covenants and agrees that:

1. The Grantor shall not permit, suffer or allow in the rear yard of any Lot:
 - (a) To be placed, constructed or erected therein:
 - i. any parabolic antenna, satellite dish or similar device which is in excess of 30" (inches) in diameter;
 - ii. any clothes line or similar device (whether temporary or permanent) for the drying of clothing or dry goods; or
 - iii any hot tubs to be installed outside of the building envelope
 - (b) the storage or parking of chattels or motor vehicles (be it on a temporary or permanent basis), other than lawn furniture or portable barbecues, regardless of whether such chattels or motor vehicles are covered, screened or concealed.
 - (c) the erection of a fence on or along any lot line of any Lot except such fence as built by the Developer of the Lands or with the written consent of the Board of Directors of the Bridle Estates Homeowners' Association.
2. The Grantor, as owner of the Fenced Lots as defined in clause 2.3 of this Restrictive Covenant, shall not permit, suffer or allow any fence on the rear lot line or side lot line, where applicable, of the Fenced Lots to:
 - (a) be removed, altered, painted, stained or otherwise changed unless replaced with an identical fence which is of the same dimensions and materials and offers equal screening to the abutting public street or thoroughfare; and,

(b) be or become in a state of disrepair, damage, or of unsightly appearance whether such condition arises from the failure to take active steps of maintenance or from weathering, reasonable wear and tear, accident or otherwise both within and beyond the control of the Grantor.

SCHEDULE "D"
MAINTENANCE CONTROL COVENANTS

The Grantor, as owner of the Servient Lots or their agents, shall:

- (a) not suffer or permit the accumulation of snow on the driveways of the Servient Lots or sidewalks on the Lands;
- (b) not suffer or permit the lawns, trees, shrubs and flowerbeds on the Servient Lots to continue without weekly or otherwise required maintenance;
- (c) not suffer or permit any person other than the Bridle Estates Homeowners' Association, (the Association established for the maintenance of the Lands), or its agents, to maintain the lawns, trees, shrubs and flowerbeds and all grass and plantings surrounding "the Entrance Features", "the Linear Park" and "the Pavilion" to be constructed on a portion of the lands and all of the lots (other than those areas such as a flower garden or vegetable garden (which shall not exceed 400 square feet in total) and which is maintained by the Grantor) and shall pay when levied all dues, assessments, charges or fees as shall be established by the Bridle Estates Homeowners' Association;
- (d) remove snow from the driveways or sidewalks of the Lands.

SCHEDULE "E"**ADDITIONAL COVENANT**

The Grantor, as owner of the Servient Lots, shall not suffer or permit the exteriors of the buildings, including decks and privacy walls erected upon the Servient Lots and including the colors thereon to be changed without the approval of the BRIDLE ESTATES HOMEOWNERS' ASSOCIATION, a Corporation established for the maintenance of the Lands.

SCHEDULE "F"**AGE RESTRICTION COVENANTS**

The Grantor , as Owner of the Servient Lot, shall:

a) Ensure that no individual under thirty five (35) years of age shall be entitled to purchase, own (either legally or beneficially), rent or reside in or on the Lands, whether as resident, tenant, guest, invitee, or otherwise, it being acknowledged by the Grantor and all present and future assignees of the Grantor that the Lands have been designated as an adult residential complex for ownership use and enjoyment by owners over 35 years of age;

b) Notwithstanding the provisions of (a) above, a person under 35 years of age may reside with the Grantor or occupy any of the Lands when the Grantor is physically residing thereon:

(i) If a guest of the Owner and is the minimum age of 18; or

(ii) If a child or grandchild or charge of the Owner and is under the age of 18 for a maximum period of sixty (60) days in any one calendar year; unless this person has received special written consent to reside or otherwise occupy a specific Unit from the Board of Directors for a longer period of time



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RESC - RESTRICTIVE COVENANT

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