

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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FISC RESTRICTIVE COVENANT
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**BLACKBURNE CREEK
RESTRICTIVE COVENANT**

**BIAMONTE, CAIRO & SHORTREED
Barristers & Solicitors
#1600 Royal Trust Tower
Edmonton Centre
10205 - 101 Street
Edmonton, Alberta
T5J 2Z2**

File #21,491 ASC/BJB

RESTRICTIVE COVENANT

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

WHEREAS:

A. Blackburn Creek Development Corporation is the registered owner of the Dominant Lands and the Servient Lands described in Schedule "A" hereto situate in the City of Edmonton.

B. Blackburn Creek Development Corporation 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 Subdivision.

NOW THEREFORE, Blackburn Creek Development Corporation 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) "Subdivision" means the residential subdivision plan within which Lots are located on the lands and portions thereof as described in Schedule "B" hereto ;
 - 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) "Developer" means Blackburn Creek Development Corporation;
 - f) "Lots" means the lots described in Schedule "A" hereto;
 - g) "Restrictions" means the provisions, restrictions and stipulations contained in Paragraph 2 of this Restrictive Covenant;
 - h) "Restrictive Covenant" means this agreement as the same may be amended from time to time and

the expressions "herein", "hereof", "above", "below" and similar expressions if used in any article, section or paragraph of this agreement refers to this agreement including the schedules hereto and do not refer solely to a particular article, section or paragraph unless specifically stated herein;

- 1) "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) Motorhomes, recreation vehicles, boats and commercial vehicles which are in excess of 3/4 ton capacity or similar vehicles may be stored on the Lots; however, the storage of such vehicles shall be in an accessory building or alternatively if otherwise stored on any of the Lots, they shall be screened to prevent visibility of the vehicles or equipment from all abutting streets or avenues. The Developer reserves the right to determine the adequacy of the screening and if in the opinion of the Developer, the screening is inadequate, the registered owner shall at their cost make the appropriate changes to the screening requested by the Developer;
 - b) No satellite dishes shall be constructed, installed, placed, kept or maintained on any roof, front or sideyard of any Dwelling but may be placed in the rear of the yard on condition that the unit shall not be visible from all abutting streets and avenues;
 - c) No radio or television aeriels shall be erected, constructed or placed on any Dwelling or on any of the Lots without the prior written consent of the Developer and only if the said aerial is a single unit incorporated into the structure of the Dwelling;
 - d) None of the custom project fencing provided by the Developer for the Subdivision shall be removed or altered from the original design or colour. The registered owner of any of the Lots shall preserve the original design and colour and maintain in good condition that portion of the project fence located on such Lot. In the event of the removal, repair or

replacement of the fence, the fence shall be rebuilt to its original design and colour by the registered owner of the effected Lot;

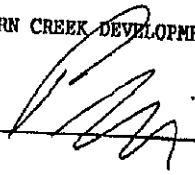
- e) No structure constructed by the Developer on the Lands for purposes of enhancing the appearance of the Subdivision shall be added to, removed or altered except to maintain or repair the said structure in keeping with the original design;
3. If any of the Restrictions herein or the application thereof 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 circumstances other than to 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 not be invalid and unenforceable to the fullest extent permitted by the law.
4. This Restrictive Covenant is in addition to the requirement 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.
5. Nothing herein shall require or oblige the Developer to enforce this Restrictive Covenant or render the Developer liable for the failure of any of the registered owners from time to time of the Lots to adhere to or conform with the Restrictions contained in this Restrictive Covenant, it being the intention to attach to each of the Lots and the owners thereof the obligation for compliance with this Restrictive Covenant.
6. The Restrictions contained in this Restrictive Covenant shall be binding upon and enure to the benefit of the registered owners 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 Blackburn Creek Development Corporation has executed this Restrictive Covenant, this 30 day of April,

A.D. 1991.

BLACKBURN CREEK DEVELOPMENT CORPORATION

Per: _____

A handwritten signature in dark ink, appearing to be a stylized name, is written over the first signature line.

Per: _____

SCHEDULE "A"

DOMINANT LANDS

<u>PLAN</u>	<u>BLOCK</u>	<u>LOTS</u>
9221155	1	10 to 14 inclusive
9221155	4	24 to 42 inclusive
9221155	4	44 to 51 inclusive
9221155	5	1 to 22 inclusive
9221155	7	1 and 3
9221155	4	A

SERVIENT LANDS

<u>PLAN</u>	<u>BLOCK</u>	<u>LOTS</u>
9221155	1	10 to 14 inclusive
9221155	4	24 to 42 inclusive
9221155	4	44 to 51 inclusive
9221155	5	1 to 22 inclusive
9221155	7	1 and 3
9221155	4	A

SCHEDULE "B"

Firstly

All that portion of the south east quarter of section twenty nine (29), township fifty one (51), range twenty four (24), west of the fourth (4) meridian. Which lies west of the westerly limit of the road, as shown on road plan 4795EU and north of the land subdivided under plan 2817MC and the production easterly of the north boundary of lot (C) as shown on the said plan 2817MC, containing 33.6 hectares (83 acres) more or less.

Excepting thereout 0.450 hectares (1.10 acres) more or less as shown on road plan 814PX

Excepting thereout all mines and minerals.

Secondly

Plan 5743MC
Parcel (A)
Containing 26.3 hectares (65 acres) more or less.

Excepting Thereout 1.62 hectares (4 acres) more or less, subdivided under plan 7822404.

Excepting thereout all mines and minerals.