

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

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000-22222-786

THIS AGREEMENT MADE THIS 17<sup>th</sup> DAY OF AUGUST, A.D., 1998.

BETWEEN:

**740984 ALBERTA LTD.,**  
a body corporate with its postal address of  
P. O. Box 671, Blairmore, Alberta TOK OEO.

(Hereinafter Referred to as the "Grantor")

Of the 1st Part

- and -

**740984 ALBERTA LTD.,**  
a body corporate with its postal address of  
P. O. Box 671, Blairmore, Alberta TOK OEO,  
carrying on business under the name and style of,  
"Valley Ridge Estates".

(Hereinafter Referred to as the "Grantee")

Of the 2nd Part

**RESTRICTIVE COVENANT**

(As to use of land)

**WHEREAS** the Grantor is the registered owner of an estate in fee simple, subject to such encumbrances, liens and interests as are notified by memorandum, on the Certificate of Title, and all that certain tract of land located in the Municipality of Crowsnest Pass, in the Province of Alberta, more particularly and legally described as follows:

Those lands described in Schedule "A" attached hereto and forming part of this agreement.

(Hereinafter referred to as the "servient lands").

**AND WHEREAS** the Grantee is the developer of certain lands hereinafter identified, which said lands are deemed by the Grantee to form part of a building scheme, which includes land use and building restrictions. The lands are herein identified, and are legally described as follows:

- (a) Schedule "B" attached hereto and forming part of this agreement (Hereinafter referred to as the "dominant lands").

1. **NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the sum of \$10.00, paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged and in consideration of the covenants and conditions herein contained, the Grantor of the servient lands hereby grants, transfers, conveys and confirms to the Grantee, of the dominant lands, a restrictive covenant for the land use and building scheme as identified in the terms and conditions of this agreement, with respect to the said lands identified in Schedule "A" attached hereto and identified as the servient tenement.

2. The benefit of this grant is to the owner or subsequent owners of the lands identified in Schedule "B" herein referred to as the dominant tenement.

3. The Grantor, for itself and its successors entitled to the said lands, covenant and agree to observe and be bound by the hereinafter described tenements.

4. The said lands identified in Schedule "A", being the servient tenement, shall be deemed to form part of a building scheme and the land use and building restrictions and conditions herein contained, shall be deemed to be covenants running with the said land and lands and shall be binding upon and enure to the benefit of the said land or lands identified in Schedule "B", being the dominant tenements or such subsequent plan of subdivision of the same area, as may hereinafter be filed, and such land use and building restrictions and conditions may only be enforced by the existing owner, 740984 Alberta Ltd., the Grantee or its successor or successors.

5. Unless the context otherwise requires, the following terms are defined:

- (a) "Domestic Animals" means cattle, swine, sheep, goats, buffalo, llamas, pigs and poultry.
- (b) "Dwelling Unit" means a building for residential occupancy containing two or more self-contained rooms, provided with sleeping, cooking, dining and sanitary facilities intended to be used permanently or semi-permanently, as a residence, for one or more individuals, as a single housekeeping unit. And further, the roof area dimensions of the unit shall not be less than 1 200 square feet. Further, a mobile home as herein defined is expressly excluded from this definition and use.
- (c) "Harbourer" means the person who is the owner of the lands and who permits the domestic animals to remain on the said lands.
- (d) "Mobile Home" means a single family detached dwelling unit which is designed to be transported on its own chassis and wheels system, to a residential lot, for year round habitation and may include:



11. 740984 Alberta Ltd., may, in its absolute discretion, sign this agreement or any terms of this agreement, to one or more subsequent owners of the lands identified in Schedule "B" for the purpose to enforce the terms and conditions of the terms herein described in this agreement.

12. The owners of the servient tenements shall not harbour or permit any domestic animals, as defined, to remain, be kept or harboured on the said land or lands. In addition, the owners shall not harbour or permit any horses greater than two, to remain or be kept or harboured on the land or lands.

13. And further, any fences that are built and installed on the lands shall firstly conform to and comply with the Development Control By-Law in existence by the Municipality of Crowsnest Pass, at that time. And secondly, the fence to be installed shall be a fence acceptable to the owner, 740984 Alberta Ltd., as Grantee, or its successors, in its absolute discretion. No fence shall be used where vertical boards or panels are installed, to obscure or obstruct vision to the land or lands, unless these vertical boards or panels are painted and stained and maintained in proper order, which includes painting and staining on a continuous basis. The fence shall not be allowed to become unsightly.

14. Failure on the part of 740984 Alberta Ltd., as Grantee, to enforce promptly and fully, the conditions and covenants and restrictions of this building scheme and land use, shall not be deemed to be a waiver of the right of 740984 Alberta Ltd., to enforce the conditions, covenants and restrictions herein contained.

15. No action shall lie against 740984 Alberta Ltd., as Grantee, for damages or otherwise, for breach of any one or more of the covenants contained in this Restrictive Covenant Agreement, unless it is registered as owner of the land alleged and proven to be in breach of this Restrictive Covenant Agreement. This covenant shall constitute an absolute defence to any such action and may be pleaded as such.

16. This restrictive covenant may be registered as a restrictive covenant against the lands, with the Registrar of the South Alberta Land Registration District.

400-223-004

17. This agreement is to be read with all changes of gender or number, as required by the context.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on the 17 day of August, A.D., 1998, at the Municipality of Crowsnest Pass, in the Province of Alberta.

OF THE FIRST PART

740984 ALBERTA LTD.

Per: R. Karty

(Corporate Seal)

OF THE SECOND PART

740984 ALBERTA LTD.

Per: R. Karty

(Corporate Seal)

**SCHEDULE 'A'**

1.  
PLAN 9811164  
BLOCK 1  
LOT 1  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 1.23 HECTARES (3.04 ACRES) MORE OR LESS

2.  
PLAN 9811164  
BLOCK 1  
LOT 2  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 1.3 HECTARES (3.21 ACRES) MORE OR LESS

3.  
PLAN 9811164  
BLOCK 1  
LOT 3  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 1.36 HECTARES (3.36 ACRES) MORE OR LESS

4.  
PLAN 9811164  
BLOCK 1  
LOT 5  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 1.29 HECTARES (3.19 ACRES) MORE OR LESS

5.  
PLAN 9811164  
BLOCK 1  
LOT 6  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 1.34 HECTARES (3.31 ACRES) MORE OR LESS

6.  
PLAN 9811164  
BLOCK 1  
LOT 7  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 1.7 HECTARES (4.2 ACRES) MORE OR LESS

7.  
PLAN 9811164  
BLOCK 1  
LOT 8  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 1.28 HECTARES (3.16 ACRES) MORE OR LESS

9811164-257277-008

900-222-1110

8.  
PLAN 9811164  
BLOCK 1  
LOT 21  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 1.48 HECTARES (3.66 ACRES) MORE OR LESS

9.  
PLAN 9811164  
BLOCK 1  
LOT 22  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 2.05 HECTARES (5.07 ACRES) MORE OR LESS

10.  
PLAN 9811164  
BLOCK 1  
LOT 23  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 1.5 HECTARES (3.71 ACRES) MORE OR LESS

11.  
PLAN 9811164  
BLOCK 1  
LOT 24  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 1.77 HECTARES (4.37 ACRES) MORE OR LESS

12.  
PLAN 9811164  
BLOCK 1  
LOT 25  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 2.55 HECTARES (6.3 ACRES) MORE OR LESS

13.  
PLAN 9811164  
BLOCK 1  
LOT 26  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 1.41 HECTARES (3.48 ACRES) MORE OR LESS

14.  
PLAN 9811164  
BLOCK 1  
LOT 27  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 1.79 HECTARES (4.42 ACRES) MORE OR LESS

15.  
PLAN 9811164  
BLOCK 1  
LOT 28  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 1.35 HECTARES (3.34 ACRES) MORE OR LESS

981-257277-007

16.  
PLAN 9811164  
BLOCK 1  
LOT 29  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 1.39 HECTARES (3.43 ACRES) MORE OR LESS

17.  
PLAN 9811164  
BLOCK 1  
LOT 30  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 1.26 HECTARES (3.11 ACRES) MORE OR LESS

981-251164-008

**SCHEDULE 'B'**

1.  
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16.  
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LOT 29  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 1.39 HECTARES (3.43 ACRES) MORE OR LESS

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PLAN 9811164  
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**THIS AGREEMENT MADE THIS \_\_\_\_\_  
DAY OF AUGUST, A.D., 1998.**

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**BETWEEN:**

**740984 ALBERTA LTD., a body corpora  
with its postal address of P. O. Box 671,  
Blairmore, Alberta TOK OEO.**

**(Hereinafter Referred to as the "Grantor")**

**Of the 1st Pa**

**- and -**

**740984 ALBERTA LTD., a body corporat  
with its postal address of P. O. Box 671,  
Blairmore, Alberta TOK OEO.**

**(Hereinafter Referred to as the "Grantee")**

**Of the 2nd Part**

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**RESTRICTIVE COVENANT**

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**STUART G. KING LAW OFFICE  
Barrister and Solicitor  
P. O. Box 450  
BLAIRMORE, Alberta  
TOK OEO**

**Solicitor's File No.: 2261.96**

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RSC - RESTRICTIVE COVENANT  
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0027443670 0027443688 0027443696+