

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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DATED: May 21 A.D. 1991

JORDON DEVELOPMENTS LIMITED

RESTRICTIVE COVENANT
re: Setback
RIVERBEND PHASE 2 PART 2

9115/8/6 REGISTERED 1991 07 19
RESC - RESTRICTIVE COVENANT
DOC 14 OF 15 DRR#: 2781922 ADR/VJ000SE

JORDON DEVELOPMENTS LIMITED
Suite 207, 1711 McCowan Road
Scarborough, Ontario
M1S 2Y3

14

RSC

Riverbend Phase 2 Part 2
Setback

RESTRICTIVE COVENANT AS TO THE USE OF LAND
PURSUANT TO SECTION 52 AND 71(1) OF
THE LAND TITLES ACT, ALBERTA

RECITALS

1. JORDON DEVELOPMENTS LIMITED ("Jordon") is registered as owner of an estate in fee simple, subject however to such encumbrances, liens, and interest as are notified by memorandum underwritten or endorsed on the existing certificate of title, of the following lands:

✓ LOTS TWENTY-TWO (22) TO TWENTY-EIGHT (28) INCLUSIVE
IN BLOCK ONE (1)

AS SHOWN ON PLAN CALGARY RIVERBEND 9111367

EXCEPTING THEREOUT ALL MINES AND MINERALS.

(hereinafter referred to as "the Lot")

2. The Calgary Planning Commission approved the subdivision of the lands which includes the Lots referred to in Paragraph 1 of the Recitals, on the condition, among other things, that the developer register a restrictive covenant on the Lots to restrict building construction within certain setbacks of the centreline of the 138 KV Powerline constructed within Lot Forty-one PUL (41 PUL) adjacent to the Lots.

3. Subsection 71(1) of the Land Titles Act, 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 the restrictive covenant may be registered under the Land Titles Act.

THIS RESTRICTIVE COVENANT WITNESSES THAT:

1. In this Restrictive Covenant:

- a) ✓ "Dominant Tenement" means Lots Forty-one PUL (41 PUL) in Block One (1) as shown on Plan Calgary Riverbend; 9111367
- b) "Grantee" means the registered owner of the Dominant Tenement and the successors in title to such Dominant Tenement;
- c) "Grantor" means the registered owner of a Servient Tenement and the successors in title to such Servient Tenement;
- d) ✓ "Servient Tenement" means Lots Twenty-two (22) to Twenty-eight (28) inclusive all as shown on Plan Calgary Riverbend 9111367
- e) "Setback Lands" means that area of each Lot described on the schedule attached hereto as Schedule "A".

2. With respect to the Servient Tenement, the Grantor shall not construct or erect or place any building or habitable structure, nor shall it permit, any building or habitable structure to be constructed or erected on or within the Setback Lands without the consent of the City of Calgary.

3. The Grantor covenants and agrees that the respective Servient Tenements shall not be developed otherwise than in strict conformity with the requirements of this Restrictive Covenant.

4. This Restrictive Covenant and the covenant herein contained is and shall be a covenant running with each Servient Tenement and each Dominant Tenement and:

- a) shall be binding upon and enure to the benefit of the Grantor, and its respective successors in title to each Servient Tenement and in respect thereof, only while, and to the extent that the Grantor, or its respective successors in title, remain registered as owner of an interest therein from time to time; and
- b) shall be binding upon and enure to the benefit of the Grantee and its respective successors in title to each Dominant Tenement and in respect thereof, only while, and to the extent that the Grantee or its respective successors in title, remain registered as owner of an interest therein from time to time.

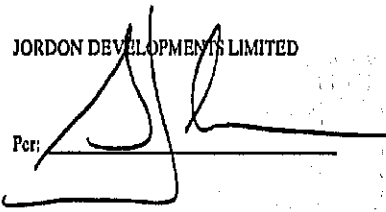
5. Words herein importing a number of gender shall be construed in grammatical conformance with the context of the party or parties in reference.

6. This Restrictive Covenant may be registered as a Restrictive Covenant against each Servient Tenement and each Dominant Tenement in the Land Titles office for the South Alberta Land Registration District.

7. No action shall lie against Jordon for damages for breach of any one or more of the covenants contained in this Restrictive Covenant unless such breach occurs or occurred while Jordon is or was registered as owner of the Lot alleged and proven in 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.

IN WITNESS WHEREOF, JORDON DEVELOPMENTS LIMITED has caused its corporate seal to be affixed by its authorized officer in that behalf, this 21 day of May, 1991.

JORDON DEVELOPMENTS LIMITED

Per: 

Per: _____

THIS IS SCHEDULE "A" REFERRED TO IN THE RESTRICTIVE COVENANT (RIVERBEND PHASE 2
PART 2) ENTERED INTO BY JORDON DEVELOPMENTS LIMITED AND DATED THE 21 DAY OF
May, 1991.

LOTS TWENTY-TWO (22) TO
TWENTY-EIGHT (28) INCLUSIVE
IN BLOCK ONE (1)

The most easterly 6.50 m in perpendicular width
throughout Lots 22 to 28 inclusive.

9111367

AS SHOWN ON PLAN CALGARY RIVERBEND