

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

911261885

ORDER NUMBER: 46224524

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

Riverbend Phase 3
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 ("Jordan") 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 EIGHTEEN (18) TO TWENTY-EIGHT (28) INCLUSIVE
IN BLOCK THREE (3)

AS SHOWN ON PLAN CALGARY RIVERBEND

16 9112315

EXCEPTING THEREOUT ALL MINES AND MINERALS.

(hereinafter referred to as "the Lots")

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 Twenty-Nine PUL (29 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 Twenty-Nine PUL (29 PUL) in Block Three (3) as shown on Plan Calgary Riverbend, 16 9112315
- 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 Eighteen (18) to Twenty-eight (28) inclusive in Block Three (3) all as shown on Plan Calgary Riverbend 16 9112315;
- e) "Setback Lands" means that area of each Lot described on the schedule attached hereto as Schedule "A".

9112315 REGISTERED 1991 11 19
BREC - RESTRICTIVE COVENANT
DOC 14 OF 16 BREC: 2701960 ADD/REQUEST

7
7
7
DATED: _____ A.D. 1991

JORDON DEVELOPMENTS LIMITED

RESTRICTIVE COVENANT
Re: SETBACK
RIVERBEND PHASE 3

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

THIS IS SCHEDULE 'A' REFERRED TO IN THE RESTRICTIVE COVENANT (RIVERBEND PHASE 3)
ENTERED INTO BY JORDON DEVELOPMENTS LIMITED AND DATED THE 2 DAY OF
Sept, 1991.

LOTS EIGHTEEN (18) TO
TWENTY-EIGHT (28) INCLUSIVE
IN BLOCK THREE (3)

The most easterly 6.50 m in perpendicular width
throughout Lots 18 to 28 inclusive.

AS SHOWN ON PLAN CALGARY RIVERBEND

9112315

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.

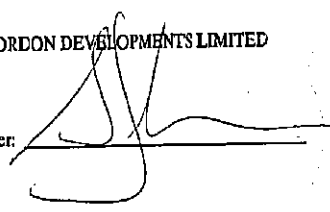
5. Words herein importing a number of gender shall be construed in grammatical conformance with the context of the party or parties in reference.

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 20 day of September, 1991.

JORDON DEVELOPMENTS LIMITED

Per: 

Per: _____