# ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE

**IMAGE OF DOCUMENT REGISTERED AS:** 

001106510

**ORDER NUMBER: 38392529** 

### **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.

### Note to Reader:

Please note that this Document 001106510 has this page added (for the SBHHA website) with further notes.

- 1. Schedules A and B are appended to the end of the document. They were not included in error.
- 2. Note that unreadable Appendices A and B are no longer in effect.
- 3. Only Appendix C is still in effect.

### RESTRICTIVE COVENANT

TO: THE REGISTRAR
OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT
LAND TITLES OFFICE
CALGARY, ALBERTA

### WHEREAS:

- Delcon is the registered owner of the Dominant Lands and the Servient Lands described in Schedule "A" hereto situate in the City of Calgary;
- B. Delcon 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 Development, which restrictions are not meant to detract or derogate from the Land Use Bylaw of the City of Calgary currently in force, but are in addition to and supplementary to the restrictions, covenants and conditions contained in the said Land Use Bylaw.

NOW THEREFORE, Delcon 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:

- In this Restrictive Covenant, including the preamble, the following words and expressions shall have the meaning herein set forth:
  - a) "Development" means the residential subdivision plan within which the Lots are located:
  - 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:
    - "Delcon" means Delcon Springbank Lands Ltd., and its successors and assigns;
    - 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", "hereto" "above", "below", and similar expressions if used in any article, section or paragraph of this agreement refer to this agreement including the schedules hereto and do not refer solely to a particular article, section or paragraph unless specifically stated herein:
    - i) "Servient Lands" means the lands described as such in Schedule "A" hereto.

- 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) None of the project fencing provided by Delcon for the Development shall be removed or changed from the original design or colour and the owner from time to time of any of the Lots shall preserve the original design and colour of and maintain in good condition that portion of the project fence located on such lot. In the event of removal or replacement, such fence shall be rebuilt at the expense of the owners of such lot to its original design and colour.
  - b) No fence shall be built upon the Servient Lands, with the exception of the project fencing constructed by Delcon, unless:
    - the said fence is built according to the design, standards, specifications, and colour of the fence described on the plan attached hereto as Schedule "B", or
    - ii) the Sprinkbank Hill Homeowners Association approves and authorizes an additional or substituted plan specifying the design, standards, specifications and colour of the fence and the said fence is built according to such additional or substituted plan.
  - No structure constructed by Delcon on the Lands for purposes of enhancing the appearance of the Development shall be added to, removed or changed except to maintain or repair the said structure in keeping with the original design;
  - d) Without the prior written consent of Delcon, no changes shall be made to the completed exterior of any Dwelling for a period of two years from the date that such Dwelling is occupied for the first time as a residence.
  - Roofs of the dwellings shall be finished with pine or cedar shakes, or equivalent.
- 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 circumstance other than 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 be valid and enforceable to the fullest extent permitted by the law.
- 4. This Restrictive Covenant is in addition to the requirements 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 Delcon to enforce this Restrictive Covenant or render Delcon liable for the failure of any of the registered owners from time to time of the Lots to adhere to or comply with the Restrictions contained in this Restrictive Covenant, it being the intention to attach to each of the Lots, and the registered owners from time to time 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 owner from time to time of each of the Lots and the restrictions herein shall run with the Lands and each of the Lots and the restrictions herein shall run with the Lands and each of the Lots comprising the Lands.

IN WITNESS WHEREOF Delcon has executed this replacement Restrictive Covenant, this \_\_\_\_\_day of November, 1999.

DELCON SPRINGBANK LANDS LTD.

PER:

## IN THE COURT OF QUEEN'S BENCH OF ALBERTA

### JUDICIAL DISTRICT OF CALGARY

IN THE MATTER OF DELCON SPRINGBANK LANDS LTD.
AND IN THE MATTER OF the Land Titles Act

BETWEEN:

DELCON SPRINGBANK LANDS LTD.

Applicant

- and -

THE OWNERS OF INDIVIDUAL LOTS AFFECTED BY THAT RESTRIC TIVE COVENANT REGISTERED AS INSTRUMENT NUMBERS 981 043 922 and 991 026 575 AT THE LAND TITLES OFFICE

Respondents

BEFORE THE HONOURABLE

A·M. LUTE, JUSTICE

IN CHAMBERS, LAW COURTS,
EDMONTON, ALBERTA.

ON FRIDAY THE
17th DAY
OF MARCH, 2000.

### **ORDER**

UPON HAVING heard representations from counsel for the Applicant;

AND UPON having heard read the Affidavit of James Brown, filed; IT IS HEREBY

ORDERED THAT:

1. The Restrictive Covenant registered at the Land Titles Office as instrument numbers 981 043 922 and 991 026 575 be modified by replacing the current documents registered as instrument numbers 981 043 922 and 991 026 575 attached hereto as Appendix "A" and Appendix "B" respectively, with the amended Restrictive Covenant attached hereto as Appendix "C", provided that the Schedules attached to instrument numbers 981 043 922 and 991 026 575 shall not be replaced and shall remain the same;

- The Registrar of the Land Titles Office, immediately notwithstanding the requirements of Section 180.1 of the Land Titles Act, replace the current restrictive covenant registered as instrument number 981 043 922 and shown in Appendix "A" with the revised restrictive covenant shown in Appendix "C", so that in the future, instrument number 981 043 922 will be the restrictive covenant in Appendix "C", provided that the Schedules currently registered with instrument number 981 043 922 shall not be replaced and shall remain the same; and
- 3. The Registrar of the Land Titles Office, immediately notwithstanding the requirements of Section 180.1 of the Land Titles Act, replace the current restrictive covenant registered as instrument number 991 026 575 and shown in Appendix "B" with the revised restrictive covenant shown in Appendix "C", so that in the future, instrument number 991 026 575 will be the restrictive covenant in Appendix "C", provided that the Schedules currently registered with instrument number 991 026 575 shall not be replaced and shall remain the same.

"A·M·LUT2"

JUSTICE IN CHAMBERS

ENTERED THIS IT DAY OF

TRUCO COURT

CLERK OF THE COURT (1)

APPENDIX "A" INSTRUMENT NO. GBI 043 922

### RESIDENTIAL CONTRACT

111 THE RECISTRAN

OF THE SOLTH VIEWFAL AND RECISION OF THE LAND TITLES OF RE-

CUGARY ALSINIA

MARKET William Springhold Could be a selected

- N Polician is the registered minor of the Dominions Labels and the new sens Labels described as Rebubble (4) hereto situate in the Circ of Calears.
- B. Delease secrets to respect a chemical restrictive interestrictive national with inspect to the user and responsive time lands and buildings there is order to proving the imaging of the Development, which restrictions are not secret to detract or acrogate from the Land Live Retrieval the Cost of Californ currently in force, but are in addition to and supplementary to the restrictions, coverages and conditions continued to the said Land Use Detract.

VOW THEREFORE. Descenders herem dischare, caratholic impries and annex as the Services Lands and each and every portion thereof for the benefit of the Dominans Lands, the following stepstations, restrictions and provisions to risk with the Lands and the binding open the regressions near from time to time of the Land.

- 4 In this Restrictive Coverage, including the preasure: the following words and expressives studing the entering horizon set Spitte.
  - \*Development\* means the rendertial surdivision plan within which the birth and located.
  - old. "Thomsom Lands" we are the lands described as such in Schodule "A" horizon.
  - 103 "Divelling" means any residential divelling constructed on zan of the Lon.
  - "Lands" motors the Dominiant Earsis and Services Lands described in Schedule " \" horse.
  - ich "Theicest" means Delcon Springtonk Lands I ad , and 45 vectors and grupps,
  - (B) "Loss" menus the loss described in Schedule "A" hereto,
  - TED "REMEMBERS" RESIDENT DE PROMINION PROFESSION AND REGISSIONS CONCINCIA DE PROGRADA DE CONCESSIO.
  - This "Reservoine Coverant" means this agreement as the same way be assended from time to time and the expressions "hereas", "hereas", "hereas", "desire", "desire", "desire", and samily expressions if each in any article, socion or pacagough of this agreement refer to this agreement including the schedules hereas and do not refer totals to a garticular stricle, socion or paragraph saless specifically stated brown.
  - 113 "Services Lands" receips the lands described as such in Schedule "5" haron
- 2 For each of the Law comprising the Servieri Funds discribed in Schoolie "A" hereig, for the teache of the Dissecure Laws, the following restrictions, supulations and provisions are to run is the Laws, sensely:
  - Name of the custom project Forcing provided by Deleas for the Development shall be remarked or changed from the original design or color and the award from time to time of not not not the kins shall preserve the arregion design and color of and maintain or good condition that portion of the project Fesce located on such lot. In the event of removal or replacement, such fence shall be returnly at the expense of the reservor of such lot to use original design and color.
  - 199 No fence shall be basis upon the Servicus Lands interest and fence in built according to the design, standards, specifications, and colour of the fence described on the plan attached hereso as Schedule "B"
  - YES We structure constitution by Deletin on the Lands for purposes of enhancing the expectation of the Development shall be added to remained or changed except us resistant or report the tand which is a facting with the original design.

- 163 Without the prior entition consent of Deleum, no changes shall be used to the completed extends of any Dwelling for a period of two years from the tipe that each Dwelling is accounted for the first time as a retainment.
- (c) Ranks of the dwellings shall be forested such pure or cook shakes, or expensions
- 3 If any of the Restrictions because of the application thereof its any party or any executaurees shall be hold by any Court of compatent jurisdiction to be invalid or unexforceable to any execut, then such Restriction shall be severed from the container of this Restriction to a party or community of this Restriction to the promotes of such Restriction to a party or community and outsit there is no the total and to a shall are the affected through and outsit she communing Restriction by the Restriction Coverage shall be valid and enforcement to the failed extent permuted by the law.
- 4 This figurature Coverent is in addition to the requirements of the municipal or other government authorated forming jurisdiction to respect of the see of the Lands, and nothing communical theory shall be construct as perfecting or authorating anything which is problemed, constrained or regulated by any surrors, bylow, regulation or like tractment laying the force of law and having application to the Lands.
- 9. Nothing Series shall require or orbigs Deleas to enforce this Restrictive Coverant or resider Delease Seide for the Subset of any of the registered owners from sent to come of the Loss to adhere to or comply with the Restrictions constanted in this Restrictive Coverant, it being the stanton to attach to each of the Lots, and the registered owners from time to time thereof, the otherwise for exemplaces with the Restrictive Coverant.
- 4. The Assolutions completed in this Restrictive Coupaget shall be binding upon and owner to the bundle of the regiment owner from an arrest of each of the Loss and the restrictions have a shall see with the Lands and each of the Loss compraising the Lands.

ON WITHOUSE WITH 1990 Product has concared this Reservoive Coverant, thus 27

. .

**高级的现在分词是一种的一种的一种** 

# APPENDIX "B" =INSTRUMENT NO. 991 026 575

SECURIOR ADVENTAGE

1.0 e. 2.0

T'E RECISTRAR

14 THE SOUTH ALBERTA LAND REGISTRATION DISTRICT

LAND TITLES OFFICE

CALCARY, ALBERTA

#### WHEEFAR

4. Pulsan is the registered cover of the Decreased Lands and the Services.

Lands assorbed as Schoolses At Service scenes to the Colly of Colorses.

8. Define assents to separate a scheme of means, by information providing such respect to the use and inspresses of the Lands and buildings between a string to principle for integery of the Devantment, which materialises are not meant to father or decaying the the Land Use Byter of the City of Congrey contents in the respective to the contents and associate and complete the land Use Byter of the City of Congrey contents in the respective to the respective and associated as the string Use Byter.

NOW THEREPORE, Distant from Service, and history assets of myest to the Service Lands and made and every parties the well for the Service Alteriage of the Lands and the service and the servi the section and used privates as the winter a state of the Spinite growth and the section and from teneral terms of the Long.

- 1. In this Restrictive Company, probabling the prosessing. The following words and expressions shall have the thomas in part of finite.
  - "Development" sweet the residenced solid vision plan which the Loss are located;
  - "Designant Lards" trease the territ described in the Lands of the buriety -
  - (eg)
  - "Doubby" many my cutchesia, dwelling experienced in my all the Line;
    "Lands" many the Duranam Lands and Surveys Lands described in Schoolds "A"
    become 40
- "Later" vacces for project faccing provided by Dales for the Development Staff in Lands and the project faccing provided by Sciences of the Company of the Lands company of the Sciences of the Company o
- - Name of the project funcing provided by Dalma, for the Developines shall be recovered as changed from the original during as calve and the arises from these so that as the original during and thing of sight stations in good condition that per link of the project. Nice visited to with late. In the event of respond as repleasement, such from simil to calculate the engine of the original during and calculate.

    The financial during and calculate the Services block in the financial during and calculate.
  - engined design and calife.

    Two famor shall be lack upon the Services Linux with the enterprise of the project foreign accounted by Listing, which still shall foliar is last according to the design, according to the factor of the integrated of the past establed borons as Schooling TV.

    The according TV.

    The according to Designment shall be educed to respond as thought according to according to the Designment of the Lack to the colour of the regions of the Designment of the Lack to the colour of the services as the special according to according to the regions the median of the services of the servi

1 × ×

1

お な 日 日 日 元

And a comparation of the second of the secon

- \$.

ere January

STRAFF LANGE LITE.

### **RESTRICTIVE COVENANT**

O: THE REGISTRAR
OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT
LAND TITLES OFFICE
CALGARY, ALBERTA

### WHEREAS:

- A. Delcon is the registered owner of the Dominant Lands and the Servient Lands described in Schedule "A" hereto situate in the City of Calgary;
- B. Delcon 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 Development, which restrictions are not meant to detract or derogate from the Land Use Bylaw of the City of Calgary currently in force, but are in addition to and supplementary to the restrictions, covenants and conditions contained in the said Land Use Bylaw.

NOW THEREFORE, Delcon does hereby declare, establish, impose and annex to the Servient Lands and each and every portion thereof for the benefit of the Dominant Lands, this following supulations, restrictions and provisions to run with the Lands and be binding upon the registered owners from time to time of the Lots:

- In this Restrictive Covenant, including the preamble, the following words and expressions shall have the meaning herein set forth:
  - a) "Development" means the residential subdivision plan within which the Lots are located;
  - b) "Dominant Lands" means the lands described as such in Schedule "A" hereto;
  - "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) "Delcon" means Delcon Springbank Lands Ltd., and its successors and assigns;
  - 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;
  - from time to time and the expressions "herein", "hereof", "hereto" "above", "below", and similar expressions if used in any article, section or paragraph of this agreement refer to this agreement including the schedules hereto and do

not refer solely to a particular article, section or paragraph unless specifically stated herein;

- "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:

. 3

- a) None of the project fencing provided by Delcon for the Development shall be removed or changed from the original design or colour and the owner from time to time of any of the Lots shall preserve the original design and colour of and maintain in good condition that portion of the project fence located on such lot. In the event of removal or replacement, such fence shall be rebuilt at the expense of the owners of such lot to its original design and colour.
- b) No fence shall be built upon the Servient Lands, with the exception of the project fencing constructed by Delcon, unless:
  - the said fence is built according to the design, standards, specifications, and colour of the fence described on the plan attached hereto as Schedule "B", or
  - ii) the Sprinkbank Hill Homeowners Association approves and authorizes an additional or substituted plan specifying the design, standards, specifications and colour of the fence and the said fence is built according to such additional or substituted plan.
- No structure constructed by Delcon on the Lands for purposes of enhancing the appearance of the Development shall be added to, removed or changed except to maintain or repair the said structure in keeping with the original design;
- d) Without the prior written consent of Delcon, no changes shall be made to the completed exterior of any Dwelling for a period of two years from the date that such Dwelling is occupied for the first time as a residence.
- e) Roofs of the dwellings shall be finished with pine or cedar shakes, or equivalent.
- 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 circumstance other than 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 be valid and enforceable to the fullest extent permitted by the law.
- 4. This Restrictive Covenant is in addition to the requirements 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.

- Nothing herein shall require or oblige Delcon to enforce this Restrictive Covenant or render Delcon liable for the failure of any of the registered owners from time to time of the Lots to adhere to or comply with the Restrictions contained in this Restrictive Covenant, it being the intention to attach to each of the Lots, and the registered owners from time to time 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 owner from time to time of each of the Lots and the restrictions herein shall run with the Lands and each of the Lots and the restrictions herein shall run with the Lands and each of the Lots comprising the Lands.

IN WITNESS WHEREOF Delcon has executed this replacement Restrictive Covenant, this \_\_\_\_\_ day of November, 1999.

DELCON SPRINGBANK LANDS LTD.

PER:\_\_\_\_

Action Number: 9901 - 17599

IN THE COURT OF QUEEN'S BENCH OF ALBERTA JUDICIAL CENTRE OF CALGARY

IN THE MATTER OF DELCON SPRINGBANK LANDS LTD. AND IN THE MATTER OF the Land Titles Act

BETWEEN:

DELCON SPRINGBANK LANDS LTD. Applicant

and

THE OWNERS OF INDIVIDUAL LOTS AFFECTED BY THAT RESTRICTIVE COVENANT REGISTERED AS INSTRUMENT **NUMBERS 981 043** LAND



, ,	11	_	KLLL	111	1145	1 1 1/4	7141 W	m17 4		
3	92	2	and	991	026	575	AT	TH	E	
)	TITLES OFFICE									
						Res	non	0	~	

### ORDER

Witten **Barristers and Solicitors** 2500, 10303 Jasper Avenue Edmonton, Alberta T5J 3N6 File Number: 76843-8 DBM/CAF Catherine A. Farnell Phone: (780) 428-0501 Fax: (780) 429-2559

### SCHEDULE "A"

### SERVIENT LANDS:

PLAN 981-2853 LOTS 119 TO 129 (INCLUSIVE), BLOCK 1

PLAN 981-2853 LOTS 15 TO 61 (INCLUSIVE) AND 63, BLOCK 8

PLAN 981-2853 LOTS 1 TO 14 (INCLUSIVE), BLOCK 9

PLAN 981-2853 LOTS 1 TO 16 (INCLUSIVE), BLOCK 10

PLAN 981-2853 LOTS 8 TO 24 (INCLUSIVE), BLOCK 11

**EXCEPTING THEREOUT ALL MINES AND MINERALS** 

### **DOMINANT LANDS**

PLAN 981-2853 LOTS 119 TO 129 (INCLUSIVE), BLOCK 1

PLAN 981-2853 LOTS 15 TO 61 (INCLUSIVE) AND 63, BLOCK 8

PLAN 981-2853 LOTS 1 TO 14 (INCLUSIVE), BLOCK 9

PLAN 981-2853 LOTS 1 TO 16 (INCLUSIVE), BLOCK 10

PLAN 981-2853 LOTS 8 TO 24 (INCLUSIVE), BLOCK 11

**EXCEPTING THEREOUT ALL MINES AND MINERALS** 

The second of th

HALIDINGSONFunce DetailOffnce.dwg

**EGNAL 22** 

