

**RESTRICTIVE COVENANT**

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

**WHEREAS** the individuals listed in Schedule “A” hereto (hereinafter collectively referred to as the “Grantors”) are the registered owners of existing lots located on certain lands in the City of Edmonton, in the Province of Alberta, which lands (hereinafter the “Servient Lands”) are legally described in Schedule “B” to this Restrictive Covenant;

**AND WHEREAS** the individuals listed in Schedule “C” hereto (hereinafter collectively referred to as the “Grantees”) are the registered owners of existing lots located on certain lands in the City of Edmonton, in the Province of Alberta, which lands (hereinafter the “Dominant Lands”) are legally described in Schedule “D” to this Restrictive Covenant;

**AND WHEREAS** both the Dominant Lands and the Servient Lands are located in a neighbourhood in the City of Edmonton commonly referred to as Windsor Park (the “Neighbourhood”);

**AND WHEREAS** the Grantors and the Grantees (hereinafter collectively referred to as the “Parties”) all agree that the nature and character of the Neighbourhood, including the predominance of single family detached homes, mature trees and low density, is a significant reason why the Parties have purchased property in the Neighbourhood and/or have chosen to reside there, and the nature and character of the Neighbourhood is of utmost importance to the Grantors and Grantees;

**AND WHEREAS** the Parties agree that the value, use and enjoyment of any of the Dominant Lands is directly affected, and will be directly affected by developments undertaken upon, any of the Servient Lands. In particular, it is agreed and acknowledged that the Dominant Lands will benefit, and the use and value of the same shall be enhanced, if the nature and character of the Neighbourhood can be maintained, and if restrictions are placed on the Servient Lands limiting the types of buildings which can be erected and/or maintained upon the Servient Lands;

**AND WHEREAS** the Parties all agree that it is desirable that the benefit of the Restrictive Covenant be annexed to and run with the Dominant Lands so that this Restrictive Covenant shall be enforceable by any of the Grantees, or future registered owners (individually a “Grantee’s Successor” and collectively the “Grantees’ Successors”) of any of the Dominant Lands;

**AND WHEREAS** the Parties all agree that it is desirable that the burden of this Restrictive Covenant be annexed to and run with the Servient Lands so that this Restrictive Covenant shall be enforceable against

any of the Grantors, or future registered owners (individually a "Grantor's Successor" and collectively the "Grantors' Successors") of any of the Servient Lands;

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, and for the payment by each of the Grantees to each of the Grantors of the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Grantees and Grantors, as registered owners of the Dominant Lands and Servient Lands, wish to annex to the Dominant Lands the benefit of the Restrictive Covenants hereinafter set forth, and to the Servient Lands the burden of the Restrictive Covenants hereinafter set forth, as follows:

1. No building of any kind shall be erected or maintained upon any lot within the Servient Lands other than:
  - a. one (1) private single detached dwelling; or
  - b. one (1) private single detached dwelling together with not more than one (1) secondary suite of any kind; or
  - c. one (1) semi-detached housing, provided that no secondary suite of any kind is constructed; or
  - d. one (1) duplex housing provided that no secondary suite of any kind is constructed; and
  - e. such out-buildings and improvements, including an attached or detached garage, as are commonly associated with, and ancillary to a dwelling described in paragraphs (a), (b), (c), and (d).
  
2. For the purposes of this Restrictive Covenant the following definitions shall apply:
  - a. "private single detached dwelling" shall mean a stand-alone building comprised of only one (1) residential dwelling unit;
  - b. "residential dwelling unit" shall mean a single self-contained residential unit containing two or more rooms used or designed to be used as a single residence by one or more persons and their invitees and contains a kitchen, living, sleeping and sanitary facilities;
  - c. "secondary suite" shall mean a second, self-contained residential dwelling unit located within a private single detached dwelling or on the same lot as a private single detached dwelling, which suite is secondary to the private single detached dwelling constructed on the same lot (including, without limitation, a basement suite, garden suite or garage suite);

- d. "semi-detached housing" means a building that contains two (2) residential dwelling units that share, in whole or in part, a common vertical party wall with each residential dwelling unit having individual, separate and direct access to ground level;
  - e. "duplex housing" means a building where one (1) residential dwelling unit is placed over another residential dwelling unit, in whole or in part, within a single building with each residential dwelling unit being primarily above grade and having separate and individual access.
3. Without in any way limiting paragraph 1 above, no apartment building, apartment housing, stacked row housing, row housing, triplex, quadplex, boarding house, lodging house, place of public resort, or any form of multifamily housing (other than what is permitted in paragraph 1) or commercial property may be erected or maintained upon any of the Servient Lands. For the purposes of this Restrictive Covenant, the term "commercial property" shall not preclude the use of the lot for residential rental purposes, including short-term rentals.
  4. No Grantor or Grantor's Successor shall subdivide any existing lot forming part of the Servient Lands into more than three lots, and no lot forming part of the Servient Lands as legally described in Schedule "B" shall be subdivided more than once. Each resultant lot shall remain subject to this Restrictive Covenant except that such lot shall no longer be subdivided. For the purpose of this Restrictive Covenant, "subdivide" shall mean any process under which any lot is divided into two or more lots. For clarity, notwithstanding the foregoing, no Grantor or Grantor's Successor shall convert any lot into a bare land condominium unit, or traditional condominium unit whereby ownership is measured by the walls of the condominium unit.
  5. The Restrictive Covenants set out herein are enforceable by any one or more of the Grantees, and/or any one or more of the Grantees' Successors.
  6. Any failure by any of the Grantees or Grantees' Successors to enforce any of the provisions of this Restrictive Covenant shall in no way be construed to be a waiver of any of the other provisions of this Restrictive Covenant, nor shall the failure by any of the Grantees or Grantee's Successors to enforce any of the provisions of this Restrictive Covenant in any instance be construed as a waiver of such provision, which shall remain fully enforceable by any of the Grantees or Grantees' Successors.
  7. No action shall lie against any of the Grantees, or Grantees' Successors, for failure to enforce provisions of this Restrictive Covenant against the registered owner(s) from time to time, of any of the Servient Lands. This Covenant shall constitute an absolute defense to any such action and may be pleaded as such.

8. Subject to Paragraph 16, if any restrictions, covenants, or conditions contained herein shall be declared invalid by any Court of competent jurisdiction, such invalidity shall not affect or impair the validity of any other restriction, covenant or condition contained herein which shall be read and construed as if any such invalid restrictions, covenants or conditions had never been included in this Restrictive Covenant and the remaining restrictions, covenants and conditions shall remain in full force and effect.
9. The Grantors hereby agree and acknowledge that the restrictions contained in this Restrictive Covenant are reasonable. The Grantors acknowledge and agree that, in the event of a breach, or attempted breach by any Grantor or Grantor's Successor of any part of this Restrictive Covenant, monetary damages would be insufficient and an injunction, or any like remedy, shall be the only effective remedy to protect the Grantees' rights or those of the Grantees' Successors and the Grantors shall not oppose an application by any Grantee for such injunction.
10. In the event that any Grantor or Grantor's Successor should commence legal proceedings to have this Restrictive Covenant discharged, lapsed or declared inapplicable, such Grantor or Grantor's Successor must serve written notice of such legal proceedings upon each of the Grantees or Grantees' Successors. In the event that such Grantor or Grantor's Successor is unsuccessful in such proceedings, then such Grantor or Grantor's Successor shall pay the legal costs of all Grantees or Grantee's Successors who oppose said proceedings on a solicitor and own client full indemnity basis. Any costs awarded shall accrue interest at a rate equal to the lower of twenty four (24%) per annum or the highest rate permitted by law compounded annually, from the date that the same are awarded.
11. If any owner(s) of any of the Dominant Lands ("Enforcing Grantee(s)") take(s) action to enforce this Restrictive Covenant against any registered owner(s) of the Servient Lands ("Breaching Grantor(s)") who, either alone or with the assistance of any agent, employee or contractor, breach or attempt to breach or defeat this Restrictive Covenant, then such Enforcing Grantee(s) shall be entitled, in addition to any other remedy available under this Restrictive Covenant, or pursuant to any rule of law or equity, to be granted:
  - a) an interim injunction restraining any breach or attempted breach of any provision(s) of this Restrictive Covenant immediately upon the commencement of any enforcement proceedings;
  - b) a permanent injunction restraining any activity which is in breach of any provision(s) of this Restrictive Covenant;
  - c) a permanent mandatory injunction directing the removal or destruction of any building or structure erected or maintained in breach of any of the provision(s) of this Restrictive Covenant; and
  - d) costs against the Breaching Grantor(s), including all legal fees, disbursement and GST incurred, on a solicitor and own client full indemnity basis. Any costs awarded shall accrue

interest at a rate equal to the lower of twenty four (24%) per annum or the highest rate permitted by law, compounded annually, from the date that the same are awarded.

12. This Restrictive Covenant shall run with and be legally annexed to the Dominant Lands and the Servient Lands for a period of fifty (50) years commencing on the date this Restrictive Covenant is registered at the Alberta Land Titles Office against the title to each and every lot within the Dominant Lands and Servient Lands (the "Effective Date") and shall extend to, be binding upon and enure to the benefit of the undersigned, and each Grantee's Successor and Grantor's Successor, respective heirs, executors, administrators, successors and assigns. For greater clarity, fifty (50) years from the Effective Date, this Restrictive Covenant and any interest in land created hereunder shall expire.
13. The Preamble of this Restrictive Covenant is contractual and forms part of this Restrictive Covenant and is not merely a recital.
14. The Restrictive Covenant may be executed in any number of counterparts, and all Counterparts together shall constitute a single instrument.
15. Each of the Parties agrees that this Restrictive Covenant shall be registered at the Alberta Land Titles Office against the title to each and every lot within the Dominant Lands and Servient Lands, and each of the Parties hereby authorizes and directs the law firm MLT Aikins LLP to register such Restrictive Covenant against their respective titles as their lawful agent.
16. In the event that any condition or covenant set out in paragraphs 1, 2, and 3 of this Restrictive Covenant is determined by the Court or other body of competent jurisdiction to be unenforceable, then paragraphs 1, 2, and 3 shall be deemed to be modified only to the extent necessary to cure such unenforceability, so as to continue to restrict development of the Servient Lands such that:
  - a) Where building height is prescribed or referenced under the City of Edmonton *Zoning Bylaw 20001*, as amended or replaced from time to time, or with any other land use bylaw or statutory plan enacted under Part 17 of the Alberta *Municipal Government Act*, RSA 2000, c M-26 (collectively the "Zoning Bylaw"), and applicable to the specific zoning of the Servient Lands, no building shall be constructed on the Servient Lands to a height exceeding the minimum height permitted under the Zoning Bylaw's *Site and Building Regulation* (or any successor or equivalent provisions);
  - b) Where site coverage is prescribed or referenced under the Zoning Bylaw's *Site and Building Regulation* (or any successor or equivalent provisions) applicable to the specific zoning of the Servient Lands, no building shall be constructed on the Servient Lands that results in site coverage in excess of the minimum as required under such provisions;

- c) Where floor area ratio is prescribed or referenced in the Zoning Bylaw's *Site and Building Regulations* (or any successor or equivalent provisions) applicable to the specific zoning of the Servient Lands, no building shall be constructed on the Servient Lands with a floor area ratio in excess of 2.0, or the minimum floor area ratio allowed under such provisions, whichever is greater; and
  - d) Where density is prescribed or referenced in the Zoning Bylaw's *Site and Building Regulations* (or any successor or equivalent provisions) applicable to the specific zoning of the Servient Lands, no building shall be constructed on the Servient Lands in excess of the minimum density allowed under such provision.
17. Each party acknowledges having been encouraged and given the opportunity to obtain independent legal advice prior to executing this Restrictive Covenant and confirms, by executing this Restrictive Covenant, that such party has either obtained such independent legal advice or waived such party's right to do so, has read this Restrictive Covenant and understands it and agrees to be bound by the terms and conditions contained herein.

[SIGNATURE PAGES FOLLOW]