

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

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**142396827**

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**ADVISORY .**

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THE CITY OF EDMONTON  
RESTRICTIVE COVENANT

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

WHEREAS:

A. The City of Edmonton ("City") is the registered owner of the Dominant Lands and the Servient Lands described in Schedule "B-1" attached hereto situate in the City of Edmonton;

B. City 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;

NOW THEREFORE, City 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 owners from time to time of the Lots:

1. 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 "B-1" hereto;
  - (c) "City" means The City of Edmonton.
  - (d) "Dwelling" means any residential dwelling constructed on any of the Lots;
  - (e) "Lands" means the Dominant Lands and Servient Lands described in Schedule "B-1" hereto;
  - (f) "Lots" means the lots described in Schedule "B-1" 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", "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 "B-1" hereto.
  
2. For each of the Lots comprising the Servient Lands described in Schedule "B-1" hereto, for the benefit of the Dominant Lands, the following restrictions, stipulations and provisions are to run with the Lands, namely:
  - (a) No satellite dishes in excess of 18 inches shall be constructed, installed, placed, kept or maintained on any roof, front or side yard of any Dwelling or garage;
  - (b) No radio or television aerials shall be erected, constructed or placed on any Dwelling or on any of the Lots, unless first approved by City and unless the said aerial is a single unit incorporated into the structure of the Dwelling;
  - (c) None of the custom project fencing provided by City for the Development shall be removed or changed from the original design or color and the owner from time to time of any of the Lots shall preserve the original design and color 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 to its original design and color.
  - (d) No structure constructed by City 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;
  - (e) Without the prior written consent of City, 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.

CITY CLERKS  
FILE NO. 082736

SCHEDULE B  
LAUREL STAGE 10

- (f) No outdoor clothes hanging device shall be erected on any Lot and laundry, bedding, or other such item shall be hung on any Lot in any manner in which it is visible from any other Lot;
  - (g) No motor vehicle shall be parked on or adjacent to any Lot except on parking surfaces, driveways or in garages;
  - (h) No truck or other vehicle used for commercial purposes, except those temporarily present on business, shall be parked on or adjacent to any lot unless it is kept inside a garage and concealed from public view;
  - (i) A motor vehicle that is not licensed and in operating condition shall be parked on or adjacent to any Lot unless it is kept inside a garage and concealed from public view.
  - (j) No vehicle repair or similar activity shall be conducted on or adjacent to any Lot unless it is done inside a garage and concealed from public view;
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 City to enforce this Restrictive Covenant or render City liable for the failure of any of the owners from time to time of the Lots to adhere to or conform with the Restrictions contained in this Restrictive Covenant, it being the intention to attach to each of the Lots and the owners thereof the obligations for compliance with this Restrictive Covenant.
6. The Restrictions contained in this Restrictive Covenant shall be binding upon and ensure 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 comprising the Lands.

IN WITNESS HEREOF the Owner has executed this Restrictive Covenant, this 29 day of July, 2014.

THE CITY OF EDMONTON

**APPROVED**

As to Form.....

Law Branch

CARL R.A. ARGO  
Barrister & Solicitor

Per: \_\_\_\_\_

*Chifrik*  
As To Content  
Corporate Properties

**SCHEDULE B-1  
LAUREL STAGE 10**

**THE CITY OF EDMONTON  
DOMINANT LANDS**

PLAN

142 5229

**BLOCK 01**

Lots 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20,  
21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40,  
41, 42, 43, 44, 45, 46, 47

**BLOCK 02**

Lots 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50,  
51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70,  
71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90,  
91, 92, 93, 94, 95, 96, 97

**BLOCK 03**

Lots 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15

**BLOCK 04**

Lots 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40,  
41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55

**BLOCK 05**

Lots 32, 33, 34, 35, 36, 37, 38, 39

**THE CITY OF EDMONTON  
SERVIENT LANDS**

PLAN

142 5229

**BLOCK 01**

Lots 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20,  
21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40,  
41, 42, 43, 44, 45, 46, 47

**BLOCK 02**

Lots 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50,  
51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70,  
71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90,  
91, 92, 93, 94, 95, 96, 97

**BLOCK 03**

Lots 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15

**BLOCK 04**

Lots 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40,  
41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55

**BLOCK 05**

Lots 32, 33, 34, 35, 36, 37, 38, 39



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