

This Restrictive Covenant made as of _____, 2026.

RESTRICTIVE COVENANT

WHEREAS the individuals 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 Agreement;

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 called the "Dominant Lands") are legally described in Schedule "D" to this Agreement;

AND WHEREAS both the Dominant Lands and the Servient Lands are located in neighbourhoods commonly referred to as Wolf Willow, Westridge and Country Club Estates (hereinafter collectively referred to as 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, matured trees, wide lots, and low density, are significant reasons why the Parties have purchased property in the Neighbourhood and 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; and in particular it is agreed and acknowledged that the Dominant Lands will benefit, and the use of value of the said lands shall be enhanced, if the nature and character of the Neighbourhood can be maintained and if restrictions are placed:

- (a) against the sub-division of lots within the Servient Lands; and
- (b) limiting the types of building which may be erected or maintained upon 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 shall 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 payment by each of the Grantees to each of the Grantors of the sum of \$1.00, the receipt and sufficiency of which is hereby acknowledged by each of the Parties and in further consideration of the mutual covenants hereinafter set forth, 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:

2.

1. No building of any kind, other than a single private detached single family dwelling, in which there may be constructed a basement suite, together with such accessory buildings and improvements as are normally associated with and appurtenant to a private detached single family dwelling shall be erected or maintained upon any lot within the Servient Lands. For the purposes of this Restrictive Covenant, "private detached single family dwelling" means a residential building containing only one residential dwelling unit used for accommodating one family and their invitees, and does not include any secondary suite or multifamily building. For the purpose of this Section 1 "accessory building", means a detached or attached building such as a garage or shed or a garden suite located at the back of any lot referred to herein and the height of the garden suite shall be less than the height of the single private detached single family dwelling originally constructed on any lot aforesaid.

2. No apartment building, apartment housing, semi-detached dwelling, stacked row housing, row housing, duplex, triplex, quadplex, boarding house, lodging house or place of public resort, may be erected or maintained upon any of the Servient Lands nor shall the Servient Lands be used for short term rentals of periods less than 120 consecutive days.

3. No Grantor or Grantors' Successor shall sub-divide any existing lot forming part of the Servient Lands in any manner whatsoever. For the purposes of this Restrictive Covenant, "subdivide" means any process under which any lot is divided into two or more lots each of which would be subject to a separate title pursuant to the provisions of the Land Titles Act, R.S.A., 2000, L-4.

4. No Grantor, or any Grantor's Successor shall make any application whatsoever to any governmental authority for the purpose of obtaining permission to sub-divide any lot forming part of the Servient Lands.

5. The Restrictive Covenants set out herein are enforceable by anyone one or more of the Grantees and any one or more of the Grantee's Successors.

6. Any failure by any of the Grantees or Grantee's 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. No failure by any of the Grantees or Grantee's Successors to enforce any of the provisions of this Restrictive Covenant shall in any instance be construed as a waiver of such provision, which shall remain fully enforceable by any of the Grantees or Grantee's Successors.

7. No action may be commenced against any of the Grantees or Grantee's Successors for failure to enforce the provisions of this Restrictive Covenant against the registered owner or owners from time to time, of any of the Servient Lands. This covenant shall constitute an absolute defence to any such action and may be pleaded as such.

8. If any restrictions, covenants contained herein are declared to be 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 such invalid restrictions, covenants or conditions had never been introduced 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 of any part of this Restrictive Covenant, monetary damages would be insufficient and an injunction shall be the only effective remedy to protect the Grantees' rights or those of the Grantees' Successors.

10. If any Grantor or Grantor's Successor commences legal proceedings to have this Restrictive Covenant discharged or declared invalid or inapplicable, such Grantor or Grantor's Successor must serve written notice of such legal proceedings upon each of the Grantees or Grantee's Successors. If such Grantor or Grantor's Successor is unsuccessful in such proceeding, then such Grantor or Grantor's Successor shall pay all costs incurred by the Grantees or Grantee's Successors who oppose the said proceedings on the scale as between solicitor and his own client on a full indemnity basis. Any costs awarded shall accrue interest at the rate of 18% per annum from the date that the said costs are awarded. All costs awarded, inclusive of interest, shall form a charge against the title of such unsuccessful Grantor's land and such unsuccessful Grantor hereby authorises a caveat to be filed against the said land securing payment of such charge which may be enforced as if such caveat were a land mortgage.

11. If any owner of any of the Dominant Lands (hereafter called the "Enforcing Grantee") takes action to enforce this Restrictive Covenant against any registered owner or owners of the Servient Lands (hereafter called the "Breaching Grantor") who, either alone or with the assistance of any agent, employee, contractor or any other entity howsoever breaches or attempts to breach or defeat this Restrictive Covenant, then such Enforcing Grantee 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 of this Restrictive Covenant immediately upon the commencement of any enforcement proceedings;
- (b) a permanent injunction restraining any actively which is in breach of any provision 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 provision of this Restrictive Covenant; and
- (d) costs against the Breaching Grantor including all legal fees on a scale as between solicitor and his own client on a full indemnity basis. Any costs awarded shall accrue interest at the rate of 18% per annum from the date that the said costs are awarded. All costs awarded, inclusive of interest, shall form a charge against the title of such unsuccessful Grantor's land and such unsuccessful Grantor hereby authorises a caveat to be filed against the said land securing payment of such charge which may be enforced as if such caveat where a land mortgage.

12. This Restrictive Covenant shall run with and be legally annexed to the Dominant Lands and the Servient Lands, and shall extend to, be binding upon and enure to the benefit of the undersigned, and each Grantee's Successor and each Grantor's Successor, their respective heirs, executors, administrators, successors and assigns respectively.

13. No owner of any of the Dominant Lands will discharge the registration in whole or in part of this Restrictive Covenant registered against any of the Dominant Lands and such owner hereby waives the provisions in their favour set forth in section 73(1) of the Land Titles Act, R.S.A. 2000, c. L-4 or any future section dealing with the matters set forth in the aforesaid section of the Land Titles Act.

14. This Restrictive Covenant is indefinite in term.

4.

15. The preambles to this Restrictive Covenant are contractual and forms part of this Restrictive Covenant and such preamble is not merely a recital.

16. This Restrictive Covenant may be executed in counterparts and all counterparts together shall constitute a single document.

17. Each of the Parties agrees that a caveat giving notice of this Restrictive Covenant shall be registered at the Alberta Land Titles Office against the title to each lot described in the Dominant Lands and Servient Lands and each of the Parties hereby directs Joseph M. Shafir, barrister and solicitor to register, such caveat against their respective titles as their lawful agent.

18. The Parties agree and acknowledge that there may be registered owners or future registered owners of lots within the Neighbourhood who are not presently parties to this Restrictive Covenant and who may wish to become a Party (a "New Party") in the future by offering and declaring their lots to be part of the Servient Lands with all of the burden annexed thereto as described herein, in return for having their lot considered part of the Dominant Lands with all of the benefits annexed thereto. Upon the execution by any such New Party of a declaration in the form attached hereto as Schedule "E", such New Party's lands shall be deemed to be part of the Dominant Lands and the Servient Lands as if the New Party had been an original Grantee and Grantor herein, and a caveat giving notice of this Restrictive Covenant shall be registered at the North Alberta Land Titles Office against the title to such New Party's land.

19. Words in the singular herein include the plural, and vice versa.

20. Each party acknowledges having been encouraged and given the opportunity to obtain independent legal advice prior to executing this Restrictive Covenant, and has either received such independent legal advice or has voluntarily waived to receive the same.

IN WITNESS WHEREOF the parties hereto have signed this agreement effective on the day and year first above written on the counterpart execution pages attached hereto.

WITNESS as to the signature of

OWNER(s) of the Domiant Land and Servient Land

5.

AFFIDAVIT OF EXECUTION FOR WITNESS

I, _____, of the City of Edmonton, in the Province of Alberta,
MAKE OATH AND SAY THAT:

1. I was personally present and did see _____ named in the within instrument, who is personally known to me to be the said person named therein, duly sign and execute the same for the purpose named therein.
2. The same was executed at the City of Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.
3. I know the said person and he/she is in my belief of the full age of 18 years.

SWORN BEFORE ME at the City of Edmonton,)
in the Province of Alberta, this _____)
day of _____, 2026.)

A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA.)

DOWER ACT AFFIDAVIT

I, _____, of the City of Edmonton, in the Province of Alberta,
MAKE OATH AND SAY THAT:

1. I am the Grantor and Grantee named in the within instrument.
2. I am not married.

or

2. Neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

SWORN BEFORE ME at the City of Edmonton,)
in the Province of Alberta, this _____)
day of _____, 2026.)

A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA.)

6.

SCHEDULE "A"
to the Restrictive Covenant

GRANTORS

SERVIENT LANDS (short legal)

7.

SCHEDULE "B"
to the Restrictive Covenant

Servient Lands

8.

SCHEDULE "C"
to the Restrictive Covenant

GRANTEES

DOMINANT LANDS (short legal)

9.

SCHEDULE "D"
to the Restrictive Covenant

The Dominant Lands

10.

SCHEDULE "E"
DECLARATION

I/We, the undersigned are the registered owner(s) of the land located in the City of Edmonton, in the Province of Alberta legally described as follows:

PLAN
BLOCK
LOT
EXCEPTING THEREOUT ALL MINES AND MINERALS
(the "Lands")

In consideration for the Lands being afforded the benefits granted to the "Dominant Lands" and the registered owners thereof, described in the Restrictive Covenant (the "Restrictive Covenant") registered at the North Alberta Land Titles Office by way of caveat as instrument number _____.

I/We hereby agree to burden the Lands with all of the restrictions and obligations placed upon the "Servient Lands" and registered owners thereof, described in the said "Restrictive Covenant".

I/We hereby declare that the lands shall be burdened with the restrictions contained in the Restrictive Covenant (a copy of which is attached hereto) for the benefit of the said Dominant Lands, as if the Lands had always formed part of the said Servient Lands and as if the Lands were included in the Restrictive Covenant and on the basis that I/we were an original party to the Restrictive Covenant.

I/We hereby acknowledge that I was/we were encouraged and given the opportunity to seek and obtain independent legal advice before signing this declaration and that I/we either have sought such independent legal advice or have waived seeking the same.

IN WITNESS WHEREOF I/WE have executed this declaration and hereby direct that a caveat be registered at the North Alberta Land Titles Office against title to the Lands giving notice that the Lands are subject to the Restrictive Covenant.

WITNESS

OWNER

WITNESS

OWNER

AFFIDAVIT OF EXECUTION FOR WITNESS

I, _____, of the City of Edmonton, in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I was personally present and did see _____ named in the within instrument, who is personally known to me to be the said person named therein, duly sign and execute the same for the purpose named therein.

2. The same was executed at the City of Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.

3. I know the said person and he/she is in my belief of the full age of 18 years.

SWORN BEFORE ME at the City of Edmonton,)
in the Province of Alberta, this _____)
day of _____, 2026.)

A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA.)

DOWER ACT AFFIDAVIT

I, _____, of the City of Edmonton, in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I am the Declarant named in the within instrument.

2. I am not married.

or

2. Neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

SWORN BEFORE ME at the City of Edmonton,)
in the Province of Alberta, this _____)
day of _____, 2026.)

A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA.)