

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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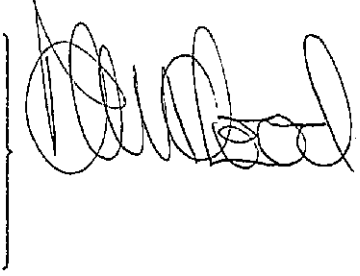
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Canada }
 Province of Alberta } I, ROBERICK J. McLEOD
 To Wit: } of the City of Calgary
 in the Province of Alberta (Barrister & Solicitor)
 (Occupation)
 make oath and say as follows:

1. I am the agent for the above-named Caveator.
2. I believe that the said Caveator has a good and valid claim upon the said land and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

Sworn before me at the City
 of Calgary
 in the Province of Alberta
 this 2nd day of May
 19 80.



A Commissioner for Oaths
 in and for the Province of Alberta

BETTY DANIELS

80-1066003

BRINCOR MANAGEMENT LTD.

RE

RESTRICTIVE COVENANT

Caupai

Humphries Printing Ltd., Calgary

I certify that the within instrument is duly
 Entered and Registered in the Land Titles
 Office for the South Alberta Land Registration
 District of Calgary, in the Province of Alberta.

E. N. Leck, AP, Registrar
 S. A. L. R. D.

Solicitor's File No. 10-21,771-9

Canada }
 Province of Alberta } I,
 To Wit: } of the of
 in the Province of Alberta (Occupation)
 make oath and say as follows:

1. I am the within Caveator.
2. I believe that I have a good and valid claim upon the said land and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

Sworn before me at the
 of
 in the Province of Alberta
 this day of
 19

A Commissioner for Oaths
 in and for the Province of Alberta

MASON AND COMPANY

BARRISTERS SECOND FLOOR
SOUTHLAND COURT
AND 10601 SOUTHPORT ROAD S.W.
CALGARY, ALBERTA T2W 3H6
SOLICITORS (403) 263-2180

D. SLAIR MASON, O.C.
JOSEPH J. RYCHKA, O.C.
MORRIS S. MICHANUS
RODERICK J. McLEOD
JOHN T. McARTHUR
CLARK B. FOWLER
DANIEL J. McDONALD
JAMES D. THOMPSON
JOHN D. LAMARSH
DONALD I. McLEOD, O.C.
JAMES D. MILES
JAMES B. RODNEY
R. BRENT MAINWOOD
ROGER D. CONNER
PAUL J. SHARPE

April 29th, 1980

DELIVERED

Land Titles Office
J J Bowlen Building
7th Avenue S.W.
Calgary, Alberta

Attention: Mr. Don Ballem

Dear Sirs:

Re: Brincor Management Ltd.
Bel-Aire Estates
Lots 1-20, Block 4, Plan 8010118
Our File 10-20,723-9

Further to our telephone conversation of this morning, we enclose herewith our Document Registration Request and two copies of Restrictive Covenant.

As explained to you, all of the purchasers of the above lots have been made aware of the existence of the Restrictive Covenant through the offers to purchase and have agreed to abide by the terms of same.

Three of the lots have been or are in the process of being transferred to the Purchasers. These are Lot 8 (sold to Gaponow Construction), Lot 14 (Sold to McDevco Holdings) and Lot 12 (Sold to VandenBrink). Enclosed is a complete copy of the Offer to Purchase signed by VandenBrink along with copies of the front and signature pages of the Offers signed by Gaponow and McDevco.

We trust the enclosed will be found in order and look forward to receiving the duplicate registered copy of the Restrictive Covenant.

Yours very truly,


Roderick J. McLeod

/bd
Enc.

BEL-AIRE ESTATES

OFFER TO PURCHASE AND INTERIM AGREEMENT

1. OFFER AND PROPERTY DESCRIPTION

The undersigned (the "Purchaser") hereby offers to Purchase from Brincor Management Ltd. (the "Vendor"), the parcel of land bearing the legal description:

Lot 8

Block 4

Plan

as illustrated on an outline plan of subdivision prepared by Renton and Partners, a sketch of said plan of subdivision being attached hereto as Schedule "A", (the said lot outlined in red being herein-after referred to as the "subject lot") excepting thereout all mines and minerals and the right to work same, subject to the reservations and exceptions contained in the existing Certificate of Title.

2. PRICE AND METHOD OF PAYMENT

The purchase price of the subject lot shall be *one Hundred & seventy-five Thousand (\$175,000.-)* DOLLARS and shall be payable as follows:-

- (a) FIFTY THOUSAND (\$50,000.00) DOLLARS as the deposit, to accompany this Offer by certified cheque or solicitor's trust cheque made payable to Mason and Company, Barristers and Solicitors, solicitors for the Vendor, or to such other law firm as is designated by the Vendor;

Ob

By Letter of Guarantee

purchase price is received in full and in releasable form at the rate of Twenty (20%) Per Cent per annum.

DATED at the City of Calgary, in the Province of Alberta,
this day of , A.D. 19 .

SIGNED, SEALED and DELIVERED
in the presence of:

Co. Corporation
Name
1323 Baldwin Cres. S.W.
Address

J. [Signature]

SIGNED, SEALED and DELIVERED
in the presence of:

[Signature]
Name
Calgary
Address

A C C E P T A N C E

The above Offer is hereby accepted.

DATED at the City of Calgary, in the Province of Alberta,
this 23rd day of January, A.D. 19 80

BRINCOR MANAGEMENT LTD.

PER: [Signature]

BEL-AIRE ESTATES

OFFER TO PURCHASE AND INTERIM AGREEMENT

1. OFFER AND PROPERTY DESCRIPTION

The undersigned (the "Purchaser") hereby offers to Purchase from Brincor Management Ltd. (the "Vendor"), the parcel of land bearing the legal description:

Lot 14

Block 4

Plan

as illustrated on an outline plan of subdivision prepared by Renton and Partners, a sketch of said plan of subdivision being attached hereto as Schedule "A", (the said lot outlined in red being herein-after referred to as the "subject lot") excepting thereout all mines and minerals and the right to work same, subject to the reservations and exceptions contained in the existing Certificate of Title.

2. PRICE AND METHOD OF PAYMENT

The purchase price of the subject lot shall be
Two Hundred & five THOUSAND (205,000.-) DOLLARS

and shall be payable as follows:-

- (a) FIFTY THOUSAND (\$50,000.00) DOLLARS as the deposit, to accompany this Offer by certified cheque or solicitor's trust cheque made payable to Mason and Company, Barristers and Solicitors, solicitors for the Vendor, or to such other law firm as is designated by the Vendor;

purchase price is received in full and in releasable form at the rate of Twenty (20%) Per Cent per annum.

DATED at the City of Calgary, in the Province of Alberta, this 27 day of *Sept*, A.D. 19*61*.

SIGNED, SEALED and DELIVERED in the presence of:

[Signature]
Name
2204 14 St SW Calgary
Address

J.R. McLeig

SIGNED, SEALED and DELIVERED in the presence of:

Name

Address

ACCEPTANCE

The above Offer is hereby accepted.

DATED at the City of Calgary, in the Province of Alberta, this _____ day of _____, A.D. 19 _____.

BRINCOR MANAGEMENT LTD.

PER *[Signature]*

BEL-AIRE ESTATES

OFFER TO PURCHASE AND INTERIM AGREEMENT

1. OFFER AND PROPERTY DESCRIPTION

The undersigned (the "Purchaser") hereby offers to Purchase from Brincor Management Ltd. (the "Vendor"), the parcel of land bearing the legal description:

Lot 12

Block 4

Plan 8010118

as illustrated on an outline plan of subdivision prepared by Renton and Partners, a sketch of said plan of subdivision being attached hereto as Schedule "A", (the said lot outlined in red being hereinafter referred to as the "subject lot") excepting thereout all mines and minerals and the right to work same, subject to the reservations and exceptions contained in the existing Certificate of Title.

2. PRICE AND METHOD OF PAYMENT

The purchase price of the subject lot shall be

DOLLARS

and shall be payable as follows:-

- (a) FIFTY THOUSAND (\$50,000.00) DOLLARS as the deposit, to accompany this Offer by certified cheque or solicitor's trust cheque made payable to Mason and Company, Barristers and Solicitors, solicitors for the Vendor, or to such other law firm as is designated by the Vendor;

(b) The sum of *ONE HUNDRED & FIFTY-EIGHT THOUSAND*
(158,000.-) DOLLARS (more or less) within Thirty (30) days of
the Vendor notifying the Purchaser that the Vendor
is able to convey separate title to the said Lot
to the Purchaser.

3. USE OF DEPOSIT

The deposit funds referred to in Paragraph 2(a) shall
be held in an interest bearing trust account by the Vendor's solici-
tors, said interest and principal portion of the deposit to be credit-
ed to the Purchaser on closing, but both the principal plus interest
shall become the sole property of the Vendor and form part of the
Vendor's liquidated damages in the event the Purchaser does not com-
plete the transaction on time and in the manner described in this
Agreement.

4. PERFORMANCE BOND - DAMAGE DEPOSIT

The Purchaser also agrees to deposit with the Vendor
the additional sum of FIVE THOUSAND (\$5,000.00) DOLLARS on closing,
said sum to be held by the Vendor as a performance bond - damage
deposit, said sum to be used by the Vendor to rectify any damage done
by the Purchaser, his contractors, sub-trades, agents, employees or
any other party acting under the express or implied authority of the
Purchaser, to the streets, sidewalks, utilities, services, adjoining
properties, or any other property or thing for which the Vendor may

be called upon to repair, replace or remove; or to be used by the Vendor to rectify a violation of the restrictive covenant, a copy of which is attached hereto as Schedule "B"; to be used by the Vendor to rectify any failure on behalf of the Purchaser to strictly comply with the architectural control and building guidelines as set out in Schedule "C" attached hereto.

- (a) In the event the FIVE THOUSAND (\$5,000.00) DOLLARS damage deposit is insufficient to pay for any damage referred to above, then within Ten (10) days of the Vendor notifying the Purchaser of any expenses incurred exceeding FIVE THOUSAND (\$5,000.00) DOLLARS, the Purchaser shall pay to the Vendor the said amount. If the Purchaser refuses, neglects, or omits to pay the amount demanded within the Ten (10) day period, the Purchaser agrees that such default shall give the Vendor a caveatable interest in the subject property and the Vendor shall be allowed to register a Caveat as an unpaid Vendor and be entitled to take every and all proceedings against the Purchaser which the Vendor may have at law or in equity to recover funds spent on the Purchaser's behalf plus interest at the rate of Twenty (20%) Per Cent per annum.
- (b) The Vendor agrees to hold the deposit funds in an interest bearing trust account for the Purchaser's credit and as soon as it is possible or practicable, and the Vendor has received evidence from the

Purchaser that the requirements of Schedule "B" and "C" have been complied with fully and exactly by the Purchaser, his contractors, sub-trades, agents, employees or any other party acting under the express or implied authority of the Purchaser, the Vendor shall provide a statement setting out the amount of money owing the Purchaser, or, as the case may be, the amount of money owing the Vendor. The indebted party shall have Ten (10) days from the date to tender full payment of the balance noted in the statement.

5. CONDITIONAL ACCEPTANCE

The acceptance of this offer by the Vendor is conditional on the Vendor obtaining subdivision approval and if the Vendor has not notified the Purchaser within Six (6) months from the date of the acceptance of this offer by the Vendor that the Vendor is able to convey title to the lot to the Purchaser, the Vendor shall pay to the Purchaser an amount equal to any amounts paid by the Purchaser to the Vendor pursuant to Paragraph 2(a) and 2(b) and Paragraph 4, and this Offer and Acceptance thereof shall immediately terminate.

6. DEVELOPMENT/CONSTRUCTION TIMETABLE

The Purchaser acknowledges that it is the Vendor's intention to have all the lots in this development fully developed and dwellings to be constructed on the subject lots to be completed in their entirety, including landscaping, within Two (2) Years

of the date of the Vendor delivering a Transfer of Land to the Purchaser. The Purchaser hereby grants to the Vendor the option to repurchase the lot for Ninety (90%) Per Cent of the Purchase Price from the Purchaser if the Purchaser has not constructed a dwelling house thereon within Two (2) years of the date that the Vendor delivered a Transfer of Land to the Purchaser or the Purchaser's solicitor. Any transfer of any interest in the lot shall be subject to this option, and the Vendor shall be entitled to file a Caveat against the title to the lot to protect this interest.

7. ADJUSTMENT DATE

Adjustment for taxes shall be Thirty (30) days following the Vendor's notification to the Purchaser that the Vendor is able to convey separate title to the lot as described in Paragraph 2(b) above.

8. POSSESSION DATE

Possession shall be granted to the Purchaser by the Vendor when the entire purchase price is paid to the Vendor and the Purchaser has discharged any Caveat he has filed against any portion of Block 4, Plan , other than the subject lot, and has executed an option to repurchase the lot pursuant to Paragraph 6 hereof as so requested by the Vendor.

9. RESTRICTIVE COVENANT/ARCHITECTURAL CONTROL GUIDELINES

The Purchaser acknowledges that title to the lot shall be subject to a restrictive covenant, concerning the use thereof and acknowledges that he has seen a copy of the proposed restrictive covenant and consents to same, a copy of the proposed restrictive covenant being attached hereto and marked as Schedule "B".

10. ARCHITECTURAL CONTROL GUIDELINES

The Purchaser acknowledges that the building of a dwelling on the subject lot shall be controlled and governed by Architectural Control Guidelines concerning the exterior appearance, style, location, elevation and height of the dwelling to be constructed on the subject lot and acknowledges that he shall, prior to construction being commenced, obtain written approval from the Vendor's architect, Andrew Protas, that the Purchaser's plans for the subject dwelling house comply fully and entirely with the Architectural Control Guidelines as established by the Architectural Control Committee being comprised of Mr. Andrew Protas and the officers of Brincor Management Ltd.

11. CONSTRUCTION GUIDELINE

The Purchaser acknowledges that he shall be required to strictly comply with the Construction Guideline as set out in Schedule "C" and has read and has fully agreed to the Construction Guideline Schedule.

12. EASEMENTS/RIGHTS-OF-WAY

The Purchaser acknowledges that title to the lot may be subject to such easements or rights-of-way which may be reasonably

necessary for the installation of the utility and other services to the development of which this lot forms part, including but not restricted to, an easement for a pipeline to transmit natural gas, a line to transmit electricity, a line to transmit telephone services, a pipeline to transmit water and a line to transmit cable television.

13. RESPONSIBILITY FOR SERVICES

The Vendor agrees to have constructed at the Vendor's expense, all services as required by the City of Calgary Planning Department including services pertaining to water, sewer, electricity, sidewalks, roadways and curbs. It shall be the further responsibility of the Vendor to construct, at the Vendor's expense, supply lines pertaining to water, sewer, electricity to the lot line of the subject lot and that it shall be the sole responsibility and expense of the Purchaser to have constructed and connected, underground supply lines for water, sewer, electricity and other services required by the Purchaser, from the said lot line to the location on the Purchaser's lot as required by the Purchaser.

14. COMPLIANCE BY PURCHASER TO REGULATIONS ESTABLISHED BY VENDOR

It is agreed between the Vendor and the Purchaser that it shall be a term of this Agreement that the Purchaser shall strictly adhere to and follow exactly building guidelines as set out in Schedule "C" attached hereto and shall comply fully and exactly with all instructions received from architects and engineers referred to in

Schedule "C" without restricting the generality of the foregoing, the Purchaser agrees to comply fully and exactly with all instructions pertaining to architectural control, grade restrictions, footings elevation and other requirements that affect exterior appearance, style, location, elevation and height of the dwelling to be constructed on the subject lot.

To ensure full compliance with the guidelines set out in Schedule "C", the Purchaser agrees to instruct his solicitor to accept, inter alia, a trust condition to accompany a Transfer of Land, transferring the subject lot into the Purchaser's name, stating that the Purchaser's solicitor's use of the Transfer of Land shall result in strict compliance with the building guidelines and that evidence of the Purchaser's fulfilling each requirement of Schedule "C" is to be provided to the Vendor's solicitor upon demand.

15. INSPECTION BY PURCHASER

The Purchaser has inspected the subject lot and agrees that there are no representations, warranties, collateral agreements or conditions affecting this offer, or the lot, other than expressed herein and the Purchaser agrees to purchase the lot as it stands.

16. ADDRESS FOR SERVICE

Every communication provided for in this Offer or arising in connection therewith shall be in writing and shall either be delivered personally to the solicitor for the Purchaser or the Vendor or shall be mailed or delivered to the appropriate party. The

address of the parties hereto for mailed or delivered notices shall be as follows:

THE PURCHASER:

THE VENDOR: Brincor Management Ltd.
302, 4723 - 1st Street S.W.
Calgary, Alberta
T2G 0A1

Any party may change its mailing or delivery address by giving to the other party written notice to that effect. Every such communication mailed at any post office in Canada by prepaid registered post in an envelope addressed to the party to whom the same is directed shall be deemed to have been given and to be received by the addressee on the seventh (7th) business day following the mailing.

17. NON-MERGER

It is agreed that delivery of title to the Purchaser will not merge or affect any of the terms of this Offer to Purchase.

18. APPLICATION/RETURN/FORFEITURE OF DEPOSIT

The deposit is to be applied on the Purchase Price if this Offer is accepted. If this Offer is not accepted, the deposit is to be refunded to the Purchaser forthwith. It is provided, however, that if the Purchaser fails to pay the cash payment or comply with the terms as hereinbefore agreed, the deposit plus any accumulated interest, in addition to any other remedy to which the Vendor is entitled at law

or in equity, shall be absolutely forfeited as liquidated damages and the Agreement herein shall be considered voidable at the Vendor's option.

19. TIME OF THE ESSENCE

Time shall be of the essence herein.

20. MASCULINE/FEMININE/SINGULAR/PLURAL

In this Agreement, the masculine shall include the feminine and the singular shall include the plural wherever the context requires.

21. ENUREMENT

This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, successors and assigns.

22. TIME FOR ACCEPTANCE

This Offer shall be open for acceptance by the Vendor in writing no later than _____ o'clock on the _____ day of _____, A.D. 19 . . .

23. PAYMENT OF INTEREST

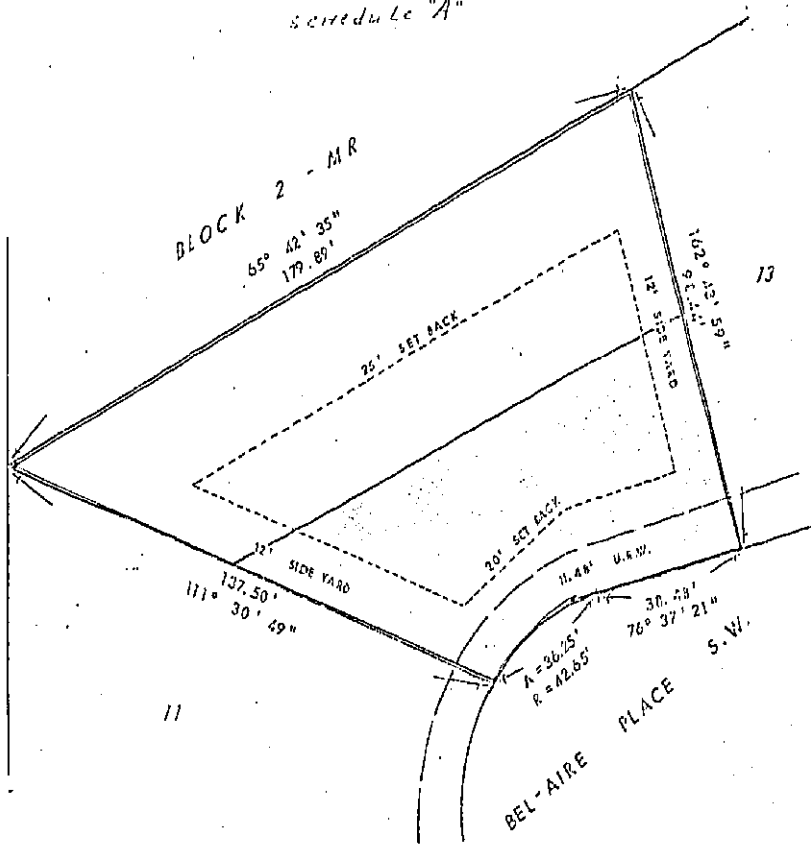
Although time is to be held strictly of the essence, if the Vendor agrees to extend the time for closing beyond the date set out in Paragraph 7, the Purchaser shall pay interest on the cash to close from the original adjustment date to the date payment of the

NOTE :

MINIMUM DWELLING SET BACK
 SHADED AREA INDICATES SIGHT
 LINE AREA, MAXIMUM BUILDING
 HEIGHT FROM S.F.G. 18.45'
 MAXIMUM BUILDING HEIGHT 3560 CD
 CITY OF CALGARY DATUM.



schedule "A"



NO. 542 17-3533-3470 354254

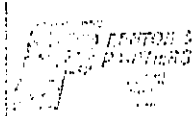
NO THIS IS A STORM

DISCHARGES ARE TO BE REMOVED TO SEWER & SYSTEMS PRIOR TO COMMENCING ANY WORK. MINIMUM 12" SET BACK FROM CURB AND 12" SET BACK FROM FOOT.

12

4

October 22, 1979



CITY OF CALGARY

BEL-AIRE
 CONTROL SHEET

SCHEDULE "B"

RESTRICTIVE COVENANT

WHEREAS BRINCOR MANAGEMENT LTD. (hereinafter referred to as the "Grantor") is or is entitled to become the registered owner of all the lands described in Schedule "1" attached hereto and forming part of this Restrictive Covenant, being hereinafter referred to as "lots";

AND WHEREAS the Grantor intends to sell the lots;

AND WHEREAS the Grantor desires to ensure that all development upon the lots shall maintain certain high standards of architectural excellence and for use of the benefit of all future property owners of the lots and for the benefit of the lands described in Schedule "1";

AND WHEREAS the Grantor is contractually obligated to maintain certain dwelling height restrictions;

NOW THEREFOR THIS DEED WITNESSETH that in consideration of the foregoing, the Grantor doth hereby for himself, his assigns, his successors of title, covenant as follows:

1. No dwelling house shall be built upon any lot without an attached two or three car garage. No car ports shall be built upon any lot. No buildings shall be erected on any lot other than such a dwelling house and attached two or three car garage. There shall not

be constructed on any lot any detached garage nor shall any attached garage not conform in architectural style and exterior finish with the dwelling house on the lot.

2. No building or other structure shall have an exterior consisting of any material other than:

- (a) Wood, stained or otherwise, sealed to a color of some wood native to Alberta;
- (b) Brick;
- (c) Stone;
- (d) Glass, or any combination of the above materials.

3. Nothing shall be erected on the lots noted below in excess of an elevation of 109.923 metres geodetic (3,560 feet City of Calgary Datum) located within the site line area: Lots 8, 9, 10, 11, 12, 13, 14, 15, and 16, Block 4, Plan

4. Without restricting the generality of the foregoing Paragraph, no aerials or towers for aerials, in either case in excess of the restrictions noted above, shall be erected or permitted on any lot noted above.

5. No excavation shall be made on any lot except for the purpose of building or for the improvement of the gardens and grounds thereof. No soil, sand or gravel shall be removed from any lot except for the purpose of building or for the improvement of the gardens or grounds thereof.

6. No building shall be erected on any lot unless the plans and specifications therefore have been submitted to the Grantor or its agent and his approval in writing obtained, and every building shall be placed on the lot in the position approved by the Grantor or its agent. No addition to any building shall be erected on any lot unless the plans and specifications have been submitted to the Grantor or his agent and his approval in writing obtained.

7. There shall not be erected on any lot any dwelling house which shall have a ground area of less than the following number of square feet:-

- (a) One storey; 2,400 square feet;
- (b) One and one-half storeys; 3,000 square feet;
- (c) Split level buildings; 3,000 square feet;
- (d) Two storey buildings; 3,500 square feet.

In calculating the ground area of the dwelling house, the measurements for calculations shall be taken as the outside measurements of the main walls of the building at ground level and shall not include any garage, ports, veranda or unheated sunroom.

8. No dwelling house on any lot shall be used for any purpose other than that of a private dwelling for a single family.

9. Those draining patterns established by the approved engineering drawing, a copy of which is attached hereto, shall not be altered or varied at any time.

10. Nothing, whether material or equipment or otherwise shall be stored outside on any lot. No vehicles, trailers, or recreational vehicles shall be parked in the open of any lot. Without restricting the generality of the foregoing, no commercial vehicles shall remain on any lot for longer than is reasonably necessary to load or unload such vehicle. No sign or form of advertisement, whether a sign or otherwise, shall be permitted on any lot except a sign of a reasonable size indicating that the lot is for sale or for rent. There shall not be permitted on any lot any activity that might create dust, noise, smell, smoke or traffic generation unreasonable for a private residential community.

11. No noxious weeds shall be permitted to grow on any lot.

12. No garbage cans or receptacles for garbage that are not screened from view shall be permitted on any lot.

13. There shall not be permitted on any lot any exterior lights except gas lights or incandescent lights and then only if such lights do not illuminate any other lot.

14. If any of the preceding covenants are determined to be void or unenforceable, in whole or in part, such invalidity of unenforceability shall not be deemed to affect or impair the validity or enforceability of any other covenant and the covenants herein shall be deemed to be separate and distinct covenants.

SCHEDULE "1"

Lots

Block Four (4)

Plan

SCHEDULE "C"

BUILDING GUIDELINES

The Purchaser shall be entitled to commence construction of a dwelling house, in compliance with the Restrictive Covenant (as set out in Schedule "B") as soon as he has paid the full purchase price for the subject lot plus adjustments and interest and has completed the following requirements to the complete satisfaction of the Vendor:

- (a) The damage deposit referred to in Paragraph 4 of the Offer to Purchase has been paid unconditionally and in full to the Vendor's solicitor.
- (b) The plans for the proposed dwelling and its location on the subject lot have been submitted to and unconditionally approved in writing by the Vendor's architect, Andrew Protas.

The Vendor agrees to pay all fees charged by Mr. Protas for the initial application for architectural guideline approval but any subsequent application shall be paid for and be the sole responsibility of the Purchaser.

- (c) The grade slips for the subject property and dwelling to be constructed thereon have been obtained from the Vendor's engineering firm, Renton and Partners.
- (d) A development permit is obtained by the Purchaser from the City of Calgary.

- (e) A building permit is obtained by the Purchaser from the City of Calgary.
- (f) A footings elevation certificate is obtained by the Purchaser from Renton and Partners prior to any concrete pour being undertaken by the Purchaser, his employees, agents or any other party acting under the express or implied authority of the Purchaser.

RESTRICTIVE COVENANT

WHEREAS BRINCOR MANAGEMENT LTD. (hereinafter referred to as the "Grantor") is or is entitled to become the registered owner of all the lands described in Schedule "1" attached hereto and forming part of this Restrictive Covenant, being hereinafter referred to as "lots";

AND WHEREAS the Grantor intends to sell the lots;

AND WHEREAS the Grantor desires to ensure that all development upon the lots shall maintain certain high standards of architectural excellence and for use of the benefit of all future property owners of the lots and for the benefit of the lands described in Schedule "1";

AND WHEREAS the Grantor is contractually obligated to maintain certain dwelling height restrictions;

NOW THEREFOR THIS DEED WITNESSETH that in consideration of the foregoing, the Grantor doth hereby for himself, his assigns, his successors of title, covenant as follows:

1. No dwelling house shall be built upon any lot without an attached two or three car garage. No car ports shall be built upon any lot. No buildings shall be erected on any lot other than such a dwelling house and attached two or three car garage. There shall not

be constructed on any lot any detached garage nor shall any attached garage not conform in architectural style and exterior finish with the dwelling house on the lot.

2. No building or other structure shall have an exterior consisting of any material other than:

- (a) Wood, stained or otherwise, sealed to a color of some wood native to Alberta;
- (b) Brick;
- (c) Stone;
- (d) Glass, or any combination of the above materials.

3. Nothing shall be erected on the lots noted below in excess of an elevation of 109.923 metres geodetic (3.560 feet City of Calgary Datum) located within the site line area: Lots 8, 9, 10, 11, 12, 13, 14, 15, and 16, Block 4, Plan

4. Without restricting the generality of the foregoing Paragraph, no aerials or towers for aerials, in either case in excess of the restrictions noted above, shall be erected or permitted on any lot noted above.

5. No excavation shall be made on any lot except for the purpose of building or for the improvement of the gardens and grounds thereof. No soil, sand or gravel shall be removed from any lot except for the purpose of building or for the improvement of the gardens or grounds thereof.

6. No building shall be erected on any lot unless the plans and specifications therefore have been submitted to the Grantor or its agent and his approval in writing obtained, and every building shall be placed on the lot in the position approved by the Grantor or its agent. No addition to any building shall be erected on any lot unless the plans and specifications have been submitted to the Grantor or his agent and his approval in writing obtained.

7. There shall not be erected on any lot any dwelling house which shall have a ground area of less than the following number of square feet:-

- (a) One storey; 2,400 square feet;
- (b) One and one-half storeys; 3,000 square feet;
- (c) Split level buildings; 3,000 square feet;
- (d) Two storey buildings; 3,500 square feet.

In calculating the ground area of the dwelling house, the measurements for calculations shall be taken as the outside measurements of the main walls of the building at ground level and shall not include any garage, ports, veranda or unheated sunroom.

8. No dwelling house on any lot shall be used for any purpose other than that of a private dwelling for a single family.

9. Those draining patterns established by the approved engineering drawing, a copy of which is attached hereto, shall not be altered or varied at any time.

10. Nothing, whether material or equipment or otherwise shall be stored outside on any lot. No vehicles, trailers, or recreational vehicles shall be parked in the open of any lot. Without restricting the generality of the foregoing, no commercial vehicles shall remain on any lot for longer than is reasonably necessary to load or unload such vehicle. No sign or form of advertisement, whether a sign or otherwise, shall be permitted on any lot except a sign of a reasonable size indicating that the lot is for sale or for rent. There shall not be permitted on any lot any activity that might create dust, noise, smell, smoke or traffic generation unreasonable for a private residential community.

11. No noxious weeds shall be permitted to grow on any lot.

12. No garbage cans or receptacles for garbage that are not screened from view shall be permitted on any lot.

13. There shall not be permitted on any lot any exterior lights except gas lights or incandescent lights and then only if such lights do not illuminate any other lot.

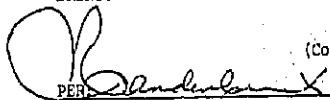
14. If any of the preceding covenants are determined to be void or unenforceable, in whole or in part, such invalidity of unenforceability shall not be deemed to affect or impair the validity or enforceability of any other covenant and the covenants herein shall be deemed to be separate and distinct covenants.

17. No covenants herein shall be deemed to restrict any provision of any development control by-law, development control resolution, zoning regulation or land use regulation, passed or imposed by any governmental authority but the covenants herein are to be considered as additional restrictions.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal this 29th day of April, A.D. 1980.

SIGNED, SEALED AND DELIVERED)
by the Grantor in the presence)
of:)
_____)

BRINCOR MANAGEMENT LTD.


PER _____ (Corporate Seal)
Grantor

SCHEDULE "1"

Lots ONE (1) TO TWENTY (20) INCLUSIVE

Block Four (4)

Plan 8010118

Caution Forbidding Registration

To the Registrar of the SOUTH Alberta Land Registration District.

(Name in full) Take Notice that BRINCOR MANAGEMENT LTD., a body corporate,
 of the City of Calgary in the Province of Alberta.
 Address and Occupation. claim s an interest by virtue of a Restrictive Covenant executed by BRINCOR MANAGEMENT LTD., as Grantor, a copy of which is attached hereto, in:-
 Nature of Claim. PLAN CALGARY 8010118
 BLOCK FOUR (4)
 LOTS ONE (1) TO TWENTY (20) INCLUSIVE
 EXCEPTING THEREOUT ALL MINES AND MINERALS

as more particularly described in Certificates of Title standing in the register in the name of NU-WEST GROUP LIMITED save and except the Certificates of Title for the following lots of that group which have been or are in the process of being transferred into the names of:-

~~Lot 1, Block 4, Plan 8010118
 Millen K. Chumka~~

Lot 6, Block 4, Plan 8010118
 Gaponow Construction Ltd.

Lot 12, Block 4, Plan 8010118
 Kathleen Rose VandenBrink

~~Lot 13, Block 4, Plan 8010118
 Frank George Vetsch and Irene Elizabeth Vetsch~~

Lot 14, Block 4, Plan 8010118
 McDevco Holding Ltd.

~~Lot 17, Block 4, Plan 8010118
 John B. Maughan~~

all of which purchasers have consented to the registration of the Restrictive Covenant by Brincor Management Ltd. under their Offers to Purchase respecting the lots,

and it forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or certificate of title, as the case may be, is expressed to be subject to its claim.

It Appoints BRINCOR MANAGEMENT LTD.
 #302, 4723-1st Street S.W.
 Calgary, Alberta

as the place at which notices and

proceedings relating hereto may be served

Dated this

21st

day of

May

. 19 *80*

BRINCOR MANAGEMENT LTD. by its solicitors
 And Agents herein, MASON AND COMPANY

PER:

(Roderick J. McLeod)

Caution Forbidding Registration

To the Registrar of the SOUTH Alberta Land Registration District.

(Name in full) **Take Notice** that BRINCOR MANAGEMENT LTD., a body corporate,

Address and Occupation of **of** the City of Calgary in the Province of Alberta. Occupation

claims an interest by virtue of a Restrictive Covenant executed by BRINCOR MANAGEMENT LTD., as Grantor, a copy of which is attached hereto, in:-

Nature of Claim.

PLAN CALGARY 8010118
BLOCK FOUR (4)
LOTS ONE (1) TO TWENTY (20) INCLUSIVE
EXCEPTING THEREOUT ALL MINES AND MINERALS

as more particularly described in Certificates of Title standing in the register in the name of NU-WEST GROUP LIMITED save and except the Certificates of Title for the following lots of that group which have been or are in the process of being transferred into the names of:-

Lot 1, Block 4, Plan 8010118
Millan K. Chrumka

Lot 8, Block 4, Plan 8010118
Gaponow Construction Ltd.

Lot 12, Block 4, Plan 8010118
Kathleen Rose VandenBrink

Lot 13, Block 4, Plan 8010118
Frank George Vetsch and Irene Elizabeth Vetsch

Description of Land.

Lot 14, Block 4, Plan 8010118
McDevco Holding Ltd.

~~Lot 15, Block 4, Plan 8010118
John B. Naughan~~

all of which purchasers have consented to the registration of the Restrictive Covenant by Brincor Management Ltd. under their Offers to Purchase respecting the lots,

and it forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or certificate of title, as the case may be, is expressed to be subject to its claim.

It Appoints **BRINCOR MANAGEMENT LTD.**
#302, 4723-1st Street S.W.
Calgary, Alberta

proceedings relating hereto may be served

as the place at which notices and

Dated this

day of

, 19

BRINCOR MANAGEMENT LTD. by its solicitors
And Agents herein, MASON AND COMPANY

PER:

(Roderick J. McLeod)



Handwritten initials or scribbles.

Restrictive Covenant

I certify that the within instrument
is duly entered and registered in the land
title office for the South Alberta Land
Registration District of Calgary

A.D. Registrar
SALRO