

## **RESTRICTIVE COVENANT**

### **STATE WHICH: CAPILANO OR FULTON PLACE OR GOLD BAR**

**WHEREAS** the persons 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 Agreement;

**AND WHEREAS** the persons 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 Agreement;

**AND WHEREAS** both the Dominant Lands and the Servient Lands are located in a neighbourhood, commonly referred to as (state which: Capilano or Fulton Place or Gold Bar) (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, wide lots, 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 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:

- i) against the subdivision of Lots within the Servient Lands;
- ii) against the amalgamation of residential Lots within the Servient Lands;
- iii) on the uses of buildings on the Servient Lands; and
- iv) establishing requirements for new development 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 owners (the “Grantee’s 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 owners (individually a “Grantor’s Successor” and collectively the “Grantor’s Successors”) of any of the Servient Lands;

**NOW THEREFORE**, in consideration 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 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. **Purpose of Restrictive Covenant**

The purpose of this Restrictive Covenant is to ensure that new development in the Neighbourhood is sensitive in scale to existing development, maintains the traditional character, lot sizes and set-backs in the Neighbourhood and ensures privacy and sunlight penetration on adjacent properties.

2. **Review**

This Restrictive Covenant shall be subject to periodic six (6) month review periods once every ten (10) years commencing January 1, 2017.

The first such review period shall commence on January 1, 2027, and shall terminate June 30, 2027. Each successive ten (10) year review period shall commence on January 1 of the given year and terminate on June 30 of that same year.

This Restrictive Covenant may be amended or discharged during the first or successive review periods if during the review period not fewer than seventy-five percent (75%) of the persons who are registered on the Certificates of Title as the then owners of the fee simple estates in the Dominant Lands agree to the amendment or discharge, such agreement to be evidenced by the execution of a declaration in the form attached hereto as Schedule "E"

3. **Subdivision of Residential Lots**

- a) No Grantor, or Grantor's Successor shall sub-divide any existing Lot forming part of the Servient Lands in any manner whatsoever.
- b) No Grantor, or any Grantor's Successor shall make any application to the City of Edmonton, the Province of Alberta, or to any other governmental subdivision authority, for the purpose of gaining permission to sub-divide any Lot forming part of the Servient Lands.

4. **Amalgamation of Residential Lots**

- a) No Grantor, or Grantor's Successor shall amalgamate any Lot forming part of the Servient Lands with any other residential Lot.
- b) The above restriction is not intended to, and shall not operate to, restrict the amalgamation of a residential Lot with an adjacent utility Lot.

5. **Pre-Existing Buildings**

- a) Any building that existed on any of the Servient Lands prior to the Registration of this Restrictive Covenant at the Alberta Land Titles Office that does not comply with this Restrictive Covenant may continue to be used, but the building may not be enlarged, added to, rebuilt or structurally altered except to bring it into compliance with this Restrictive Covenant.
- b) If a building is damaged or destroyed to the extent of more than 75% of the value of the building above its foundation, the building may not be repaired or rebuilt except in accordance with this Restrictive Covenant.

6. **Single Family Homes**

- a) No building of any kind, other than a detached single family house, or Garden Suite, together with such garden sheds, gazebos, garages and other such out buildings as are normally associated with a private detached single family dwelling, shall be erected or maintained upon any of the Servient Lands.
  - i) The above restriction is not intended to, and shall not operate to, restrict the development of a Secondary Suite in a Principal Dwelling or a Garage Suite that complies with both City of Edmonton regulations and this Restrictive Covenant.
- b) No apartment building, semi-detached dwelling, duplex, boarding house, lodging house, or place of public resort may be erected or maintained upon any of the Servient Lands.
- c) No business activity involving the attendance of the public, other than the operation of a Family Day Home or a Home Based Business shall be conducted on or from any of the Servient Lands.

7. **Building Restrictions**

No building or structure of any kind shall be erected or maintained upon any of the Servient Lands except in compliance with the following restrictions:

- a) Lot Coverage:
  - No more than a cumulative total of 40% of the surface of a Lot shall be covered by buildings or structures.
- b) Building Height:
  - i) No building shall exceed two (2) storeys or exceed 9 metres (29.5 ft.) in height, measured from the Original Grade to the highest ridge or point of the roof.

- (1) All features, other than chimney stacks shall be considered for the purposes of height determination.
  - ii) The Basement elevation shall be no more than 0.9 meters (2.95 feet) above Original Grade. The Basement elevation shall be measured as the distance between Original Grade level and the floor of the first storey.
  - iii) No detached garage or accessory building shall exceed the height, measured at the highest peak, of the Principal Dwelling located upon the Lot.
- c) Setbacks:
- i) Front Setback
    - (1) Where the front of the Principal Dwelling faces the Front Lot Line, the minimum Front Setback shall be:
      - (a) if there are at least two other Principal Dwellings on the same block face, the average setback from the Front Lot Line of the other Principal Dwellings on the blockface;
      - (b) if there is only one other Principal Dwelling on the same block face, the setback from the Front Lot Line of the other Principal Dwelling on the blockface; and
      - (c) if there is no other Principal Dwelling on the same block face, 6 metres (19.7 ft.) measured from the Front Lot Line.
    - (2) On a corner site where the front of the Principal Dwelling faces a public roadway on a flanking Side Lot Line:
      - (a) the minimum required Front Setback shall be the distance that the Principal Dwelling on the abutting Lot is set back from the Front Lot Line.
  - ii) Side Setback
    - (1) Where the front of the Principal Dwelling faces the Front Lot Line:
      - (a) On a Lot other than a rectangular shaped Lot, the lot width shall be measured at the point at which the front corner of the Principal Dwelling (including front attached garage, if any) is closest to the Front Lot Line.
      - (b) The minimum required Side Setback on each side of a Lot shall be:

- (i) if a Lot is less than 15.3 metres (50 ft.) wide, 1.2 metres (4 ft.) from the Side Lot Line;
    - (ii) if a Lot is between 15.3 metres wide (50 ft.) and 18.2 metres wide (60 ft.) wide, 1.7 metres (5.6 ft.) from the Side Lot Line;
    - (iii) if a Lot is 18.3 m. (60 ft.) wide or greater, 2 metres (6.6 ft.) from the Side Lot Line.
  - (c) The minimum distance from the Side Lot Line to a garage, garden shed or similar structure shall be 0.9 m. (3 feet).
  - (d) The total combined Side Setbacks shall be no less than 20% of the lot width but shall not be required to exceed 6 metres (19.7 ft.) in total.
- (2) On a corner site where the front of the Principal Dwelling faces a public roadway on a flanking Side Lot Line the minimum side setback from the flanking Side Lot Line shall be:
- (a) if there is one (1) other Principal Dwelling on the same block face, the distance from the flanking Side Line of the other Principal Dwelling to the front of that Principal Dwelling; and
  - (b) if there is no other Principal Dwelling on the same block face, 4.5 metres (14.8 ft.) measured from the flanking Side Lot Line.
- iii) Rear Setbacks
- (1) The minimum Rear Setback from the Rear Lot Line to the Principal Dwelling on the Servient Land shall be 40% of Site depth.
  - (2) The minimum distance from the Rear Lot Line to a Garage where the vehicle doors face the Lane shall be 1.2 metres (4 ft.).
  - (3) The minimum distance from the Rear Lot line to a garden shed or other similar structure shall be 0.6 metres (1.97 feet).
- iv) Permitted Projections into Setbacks
- No structure, or portion of a structure, except as expressly permitted below, shall project into a Setback:

(1) Side Setbacks

- (a) eaves provided that they extend no more than 0.6 metres (1.9 feet) into the required setback;
- (b) a chimney chase provided that it extends no more than 0.6 metres (1.9 feet) into the required set-back and has a running length of no more than 1.6 metres (5.2 feet);
- (c) unenclosed steps provided that the top step is no more than 0.6 metres (1.9 feet) above grade and that the projection does not exceed 0.6 metres (1.9 feet).

(2) Front Setbacks

- (a) windows, provided that the projection does not exceed 0.6 metres (1.9 feet) into the required setback;
- (b) eaves provided that they extend no more than 0.6 metres (1.9 feet) into the required setback;
- (c) a chimney chase provided that it extends no more than 0.6 metres (1.9 feet) into the required set-back and has a running length of no more than 1.6 metres (5.2 feet);
- (d) unenclosed steps provided that the top step is no more than 0.6 metres (1.9 feet) above grade and that the projection does not exceed 0.6 metres (1.9 feet).

(3) Rear Setbacks

- (a) Balconies, decks, verandas, porches, eaves, shade projections, steps, chimneys and any other architectural features which are in compliance with the City of Edmonton zoning requirements and regulations.

d) Parking:

- i) Each Lot must accommodate a minimum number of on-site parking spaces as follows:
  - (1) two (2) on-site parking spaces; plus
  - (2) if the Lot contains a Secondary Dwelling, one (1) additional on-site parking space.

- ii) Where the front of the Principal Dwelling faces the Front Lot Line, no parking space shall be located within a Front Yard unless that parking area is on a paved driveway that leads directly to a front access garage.
  - iii) On a corner site where the front of the Principal Dwelling faces a public roadway on a flanking Side Lot Line no parking space shall be located within a Side Yard unless that parking area is on a paved driveway that leads directly to a front access garage.
- e) Secondary Suites, Garden Suites and Garage Suites:
- i) No Lot shall contain more than one (1) dwelling in addition to the Principal Dwelling, which additional dwelling may be either a Secondary Suite, a Garage Suite or a Garden Suite.
  - ii) A Garden Suite or Garage Suite shall be fully contained within the Rear Yard.
  - iii) The maximum floor area of a Garage Suite shall be sixty (60) square metres (645.8 ft.<sup>2</sup>).
  - iv) The maximum floor area of a Garden Suite shall be fifty (50) square metres (538.2 ft.<sup>2</sup>).

## 8. **Remedy**

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, or any like remedy, shall be the only effective remedy to protect the Grantees rights or those of the Grantee's Successors.

## 9. **Enforcement**

- a) The Restrictive Covenants set out herein are enforceable jointly and severally by any one or more of the Grantees, and/or any one or more of the Grantee's Successors.
- b) 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. 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 Grantee's Successors.
- c) No action shall lie against any of the Grantees, or Grantee's Successors, for failure to enforce provisions of this Restrictive Covenant against the 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.

10. **Legal Proceedings**

- a) In the event that any Grantor or Grantor's Successor should commence legal proceedings to have this Restrictive Covenant discharged or declared inapplicable, and 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 his own client full indemnity basis.
- b) Any costs awarded shall accrue interest at a rate of two percent (2%) per month or twenty-four percent (24%) per annum from the date that the same are awarded. All costs awarded, inclusive of interest, shall form a charge against such unsuccessful Grantor's land.
- c) If any Enforcing Grantee takes action to enforce this Restrictive Covenant against any Breaching Grantor, then such Enforcing Grantee shall be entitled to:
  - i) be granted an interim injunction restraining any breach or attempted breach of this Restrictive Covenant immediately upon the commencement of any enforcement proceedings; and
  - ii) costs against the Breaching Grantor, including all legal fees, disbursement and GST incurred, on a solicitor and his own client full indemnity basis. Any costs awarded shall accrue interest at a rate of two percent (2%) per month or twenty four percent (24%) per annum from the date that the same are awarded. All costs awarded, inclusive of interest, shall form a charge against the Breaching Grantor's land.

11. **Definitions**

For the purposes of this Restrictive Covenant:

- a) "Breaching Grantor" means and refers to the owner of any of the Servient Lands who breaches or attempts to breach this Restrictive Covenant.
- b) "Commercial Activity" means and refers to any activity of a business nature.
- c) "Dwelling" means and refers to a space utilized to provide living accommodations.
- d) "Enforcing Grantee" means and refers to the owner of any of the Dominant Lands who attempts to enforce this Restrictive Covenant against any owner of the Servient Lands.



- e) "Family Day Home" means and refers to a babysitting business or service, operated at the service provider's place of residence, that provides care for up to six (6) children, not including the service provider's own children.
- f) "Front Lot Line" means the property line separating a Lot from an abutting public roadway other than a Lane.
  - i) In the case of a Corner Lot, the Front Line is the shorter of the property lines abutting a public roadway, other than a Lane.
  - ii) In the case of a Corner Lot formed by a curved corner, the Front Lot Line shall be the shorter of the two segments of the property line lying between the point determined to be the actual corner and the two points at the extremities of that property line.
- g) "Front Setback" means the distance that a structure must be set back from the Front Property Line.
- h) "Front Yard" means and refers to means the portion of a Lot abutting the Front Lot Line and extending across the full width of the Lot, situated between the Front Lot Line and the Principal Dwelling.
- i) "Home Based Business" means and refers to a business operated from the dwelling located on the Servient Lands and that complies with the following:
  - i) employs not more than one (1) non-resident person on site;
  - ii) must be secondary to the residential use of the dwelling and shall not change the residential character of the Servient Lands;
  - iii) has no signage other than one business identification plaque or sign no larger than 20 cm (8") x 30.5 cm (12"), attached to the dwelling;
  - iv) has no mechanical or electrical equipment that creates external noise or interferes with electronic equipment in adjacent dwellings;
  - v) has no outdoor business activity or outdoor storage of materials or equipment on the site.
- j) "Garage Suite" means and refers to an accessory dwelling located above a detached Garage.
- k) "Garden Suite" means and refers to a single-storey accessory dwelling, which is located in a building separate from the Principal Dwelling.
- l) "Lot" means and refers to a part of a parcel of land described in a certificate of title that is part of the Servient Lands.

- m) "Original Grade" means and refers to the geodetic elevation of the surface of the land calculated prior to any demolition or redevelopment on the Servient Lands.
- n) "Principal Dwelling" means and refers to the detached single family house located on a Lot which house may contain a Secondary Suite.
- o) "Rear Lot Line" means the property line of a Lot which is furthest from and opposite the Front Lot Line.
- p) "Rear Setback" means the distance that a structure, must be set back from a Rear Lot Line.
- q) "Rear Yard" means and refers to that portion of a Lot abutting the Rear Lot Line and extending across the full width of the Lot, situated between the Rear Lot Line and the Principal Dwelling, not including projections.
- r) "Secondary Dwelling" means and refers to a Secondary Suite, Garden Suite or Garage Suite as the case may be.
- s) "Secondary Suite" means and refers to a dwelling located within, and accessory to, a Principal Dwelling.
- t) "Side Lot Line" means the property line of a Lot other than a Front Lot Line or Rear Lot Line.
- u) "Side Setback" means the distance that a structure must be set back from a Side Lot Line.
- v) "Side Yard" means and refers to that portion of a Lot abutting a Side Lot Line and extending from the Front Yard to the Rear Yard, situated between the Side Lot Line and the Principal Dwelling, not including projections.

Words and expressions not defined otherwise in this Restrictive Covenant have the meaning as may be assigned to them in the City of Edmonton Bylaw 12800 as amended from time to time, or in any Bylaw passed in substitution therefor or replacement thereof, unless the context otherwise requires.

12. **Execution and Registration**

- a) This Restrictive Covenant may be executed in any number of Counterparts, and all Counterparts together shall constitute a single instrument.
- b) 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 and every Lot within the Dominant Lands and Servient Lands, and each of the Parties hereby directs Victoria A. Archer, Barrister & Solicitor to register such caveat against their respective titles as their lawful agent.

13. **New Parties**

- a) Each of the Parties agrees and acknowledges that there may be owners or future owners of lots within the Neighbourhood who are not presently parties to this Restrictive Covenant, any one of which who may wish to become a Party (a "New Party") in the future by offering and declaring their lot(s) to be part of the Servient Lands with all of the burden annexed thereto, in return for having their Lot(s) considered part of the Dominant Lands with all of the benefit annexed thereto.
- b) 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 hereunder, and a caveat giving notice of this Restrictive Covenant shall be registered at the Alberta Land Titles Office against the title to such New Party's land.

14. **Run with the Land**

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 every Purchaser and/or Transferee of any of the Parties, and their respective heirs, executors, administrators, successors and assigns.

15. **Preamble**

The Preamble of this Restrictive Covenant is contractual and forms part of this Restrictive Covenant and is not merely a recital.

16. **Severability**

If any restrictions, covenants, or conditions contained herein shall be declared invalid by any Court of competent jurisdiction, such invalidity shall not effect 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.

17. **Acknowledgement**

The Grantors hereby agree and acknowledge that the restrictions and remedies contained in this Restrictive Covenant are reasonable.

18. **Independent Legal Advice**

Each Party acknowledges having been encouraged and given the opportunity to obtain independent legal advice prior to executing this Restrictive Covenant.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement effective on the day and year first above written, on the Counterpart execution pages attached hereto.

THE REST OF THIS PAGE IS DELIBERATELY BLANK. THE NEXT PAGE SHALL BE A COUNTERPART EXECUTION PAGE.

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**COUNTERPART EXECUTION PAGE TO RESTRICTIVE COVENANT**

**NTD- WE WILL NEED MANY OF THESE PAGES- WE CAN FORMAT IT TO MAXIMIZE THE NUMBER OF SIGNATORIES PER PAGE.**

**NTD- WE WILL NEED DOWER CONSENTS OR AFFIDAVITS WHERE THERE IS ONLY ONE OWNER ON TITLE.**

REGISTERED OWNER OF:

Plan \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_

Municipal Address: \_\_\_\_\_

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Owner:

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Owner:

REGISTERED OWNER OF:

Plan \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_

Municipal Address \_\_\_\_\_

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Owner:

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Owner

**SCHEDULE "A"**

**GRANTORS**

NTD- This schedule to contain the names of all persons who have agreed to sign. This list will be identical to Schedule "C"

**SCHEDULE "B"**

**SERVIENT LANDS**

NTD- This schedule to include the legal description of the all Lots. This list will be identical to Schedule "D"

**SCHEDULE "C"**

**GRANTEES**

NTD- This schedule to contain the names of all persons who have agreed to sign. This list will be identical to Schedule "A"

**SCHEDULE "D"**

**DOMINANT LANDS**

NTD- This schedule to include the legal description of the all Lots. This list will be identical to Schedule "B"

**SCHEDULE "E"**

**AGREEMENT TO AMEND OR DISCHARGE THE RESTRICTIVE COVENANT**

I/We, the Undersigned, are the registered owner(s) of the land located at the municipal address \_\_\_\_\_ in the City of Edmonton, In the Province of Alberta, and legally described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(the "Lands")

I/WE HEREBY AGREE that the Restrictive Covenant (the "Restrictive Covenant") registered at the Alberta Land Titles Office by way of Caveat as instrument number \_\_\_\_\_, should be discharged or amended as indicated:

Please indicate your decision with a check mark:

I/we agree to the discharge of the Restrictive Covenant from all the Dominant and Servient Lands; or

I/we agree to the amendment of the Restrictive Covenant as follows:

*(State amendments)*

I / WE HEREBY ACKNOWLEDGE that I / We was / were encouraged and given the opportunity to seek and obtain independent legal advice prior to executing this Agreement.

IN WITNESS WHEREOF, I / We have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

**SCHEDULE "F"**

**DECLARATION**

I/We, the Undersigned, are the registered owner(s) of the land located at the municipal address \_\_\_\_\_ in the City of Edmonton, In the Province of Alberta, and legally described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(the "Lands")

**IN CONSIDERATION FOR** the Lands being afforded the benefits granted to the "Dominant Lands" and the owners thereof, described in the Restrictive Covenant (the "Restrictive Covenant") registered at the 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 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.

**I / WE HEREBY ACKNOWLEDGE** that I / We was / were encouraged and given the opportunity to seek and obtain independent legal advice prior to executing this Declaration.

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

Executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

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