

THE "CAVEAT" 7289 AG

PROVINCE OF ALBERTA

The Land Titles Act

To the Registrar for the South Alberta Land Registration District:

TAKE NOTICE that I, George Anderson, of the City of Winnipeg, in the Province of Manitoba, Real Estate Agent, claim an equitable interest under and by virtue of the building restrictions, particulars of which are fully set forth in the annexed Agreement, in those parcels of land situate in the Sunalta Suburb of the City of Calgary, in the Province of Alberta, described as follows: The whole of Block Two hundred and Twenty (220); Lots One (1) to Six (6) both inclusive, in Block Two hundred and Twenty-one (221); Lots One (1) to Eight (8) both inclusive, in Block Two hundred and Twenty-two (222); Lots one (1) to Eleven (11) both inclusive, in Block Two hundred and Twenty-three (223), Lots One (1) to Twenty-four (24) both inclusive, in Block Two hundred and Twenty-four (224); Lots One (1) to Nineteen (19) both inclusive, in Block Two hundred and Twenty-five (225); Lots One (1) to Twenty-seven (27) both inclusive, in Block Two hundred and Twenty-six (226); Lots One (1) to Eleven (11) both inclusive, in Block Two hundred and Twenty-seven (227); Lots One (1) to Twenty (20) both inclusive, in Block Two hundred and Twenty-eight (228); Lots One (1) to Twenty (20) both inclusive, in Block Two hundred and Twenty-nine (229); Lots One (1) to Twenty (20) both inclusive, in Block Two hundred and Thirty (230); Lots One (1) to Thirty-seven (37) both inclusive, in Block Two hundred and Thirty-one (231); Lots One (1) to Twenty (20) both inclusive, in Block Two hundred and Thirty-two (232); Lots One (1) to Twenty (20) both inclusive, in Block Two hundred and Thirty-three (233); Lots One (1) to Sixteen (16) both inclusive, in Block Two hundred and Thirty-four :

(SEE ...)

(234); Lots One (1) to Thirty (30) both inclusive, in Block Two hundred and Thirty-five (235); Lots One (1) to Twelve (12) both inclusive, in Block Two hundred and Thirty-six (236); Lots One (1) to Twenty-one (21) both inclusive, in Block Two hundred and Thirty-seven (237); Lots One (1) to Twenty-two (22) both inclusive, in Block Two hundred and Thirty-eight (238); Lots One (1) to Twenty-two (22) both inclusive, in Block Two hundred and Thirty-nine (239); Lots One (1) to Twenty-two (22) both inclusive, in Block Two hundred and Forty (240); Lots One (1) to Fifteen (15) both inclusive, in Block Two hundred and Forty-one (241); Lots One (1) to Eighteen (18) both inclusive, in Block Two hundred and Forty-two (242); Lots One (1) to Eighteen (18) both inclusive, in Block Two hundred and Forty-three (243); Lots One (1) to Nineteen (19) both inclusive, in Block Two hundred and Forty-six (246); Lots One (1) to Twenty-four (24) both inclusive, in Block Two hundred and Forty-seven (247); Lots One (1) to Twenty-seven (27) both inclusive, in Block Two hundred and Forty-eight (248); and Lots One (1) to Twenty (20) both inclusive, in Block Two hundred and Forty-nine (249), as all of said Lots and Blocks are shown upon a Plan of Subdivision of part of Section Seventeen (17), in Township Twenty-four (24), and Range One (1), West of the Fifth Meridian, registered in the Land Titles Office at Calgary as Plan Number 5700 A.G., which Lots and Blocks stand in the Register in the name of the Canadian Pacific Railway Company, and I forbid the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless such instrument be expressed to be subject to my claim.

I appoint the Office of Messrs. Lougheed, Bennett, Allison and McLaws, Barristers-at-law, in the City of Calgary

in the Province of Alberta, as the place at which notices and proceedings relating hereto may be served.

DATED this 5th day of April, 1911.

Witness:

John Allen

George Anderson

I, GEORGE ANDERSON, of the City of Winnipeg, in the Province of Manitoba, Real Estate Agent, make oath and say as follows:

1. I am the above-named Caveator.

2. I believe that I have a good and valid claim upon the said lands, 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)
Winnipeg, in the Province of)
Manitoba, this 5th day of)
April A.D. 1911.

George Anderson

John Allen

A Notary Public in and for the Province of Manitoba.

THIS AGREEMENT, made in duplicate this 5th day of April A.D. 1911.

THE CANADIAN PACIFIC RAILWAY COMPANY
(hereinafter called the Vendors),

Of the First Part,

-and-

GEORGE ANDERSON, of the City Of Winnipeg,
in the Province of Manitoba, Real Estate
Agent (hereinafter called the Purchaser),

Of the Second Part;

WHEREAS the Vendors are the registered owners of and are possessed of Lots and Blocks in the Sunalta Suburb of the City of Calgary, in the Province of Alberta, as follows: The whole of Block Two hundred and twenty (220); Lots One (1) to Six (6) both inclusive, in Block Two hundred and Twenty-one (221); Lots One (1) to Eight (8) both inclusive, in Block Two hundred and Twenty-two (222); Lots One (1) to Eleven (11) both inclusive, in Block Two hundred and Twenty-three (223); Lots One (1) to Twenty-four (24) both inclusive, in Block Two hundred and Twenty-four (224); Lots One (1) to Nineteen (19) both inclusive, in Block Two hundred and Twenty-five (225); Lots One (1) to Twenty-seven (27) both inclusive, in Block Two hundred and Twenty-six (226); Lots One (1) to Eleven (11) both inclusive, in Block Two hundred and Twenty-seven (227); Lots One (1) to Twenty (20) both inclusive, in Block Two hundred and Twenty-eight (228); Lots One (1) to Twenty (20) both inclusive, in Block Two hundred and Twenty-nine (229); Lots (1) to Twenty (20), both inclusive, in Block Two
Lots One (1) to Twenty (20) both inclusive, in Block Two hundred and Thirty (230); Lots One (1) to Thirty-seven (37) both inclusive, in Block Two hundred and Thirty-one

(231); Lots One (1) to Twenty (20) both inclusive, in Block Two hundred and Thirty-two (232); Lots One (1) to Twenty (20) both inclusive, in Block Two hundred and Thirty-three (233); Lots One (1) to Sixteen (16) both inclusive, in Block Two hundred and Thirty-four (234); Lots One (1) to Thirty (30) both inclusive, in Block Two hundred and Thirty-five (235); Lots One (1) to Twelve (12) both inclusive, in Block Two hundred and Thirty-six (236); Lots One (1) to Twenty-one (21) both inclusive, in Block Two hundred and Thirty-seven (237); Lots One (1) to Twenty-two (22) both inclusive, in Block Two hundred and thirty-eight (238); Lots One (1) to Twenty-two (22) both inclusive, in Block Two hundred and Thirty-nine (239); Lots One (1) to Twenty-two (22) both inclusive, in Block Two hundred and Forty (240); Lots One (1) to Fifteen (15) both inclusive, in Block Two hundred and Forty-one (241); Lots One (1) to Eighteen (18) both inclusive, in Block Two hundred and Forty-two (242); Lots One (1) to Eighteen (18) both inclusive, in Block Two hundred and Forty-three (243); Lots One (1) to Nineteen (19) both inclusive, in Block Two hundred and Forty-six (246); Lots One (1) to Twenty-four (24) both inclusive, in Block Two hundred and Forty-seven (247) Lots One (1) to Twenty-seven (27) both inclusive, in Block Two hundred and Forty-eight (248); and Lots One (1) to Twenty (20) both inclusive, in Block Two hundred and Forty-nine (249), all in the Sunalta Suburb of the City of Calgary as shown on a Plan of Subdivision of part of Section Seventeen (17), in Township Twenty-four (24), and Range One (1), West of the Fifth Meridian, registered in the Land Titles Office at Calgary as Plan Number 5700 A.G. and it has been considered desirable by the Vendors to restrict and limit the class and value of buildings to be erected on all of the said Lots, and to regulate the dis-

tances from the streets and avenues bounding said Lots and Blocks, at which buildings may be erected on said Lots and Blocks, in accordance with the conditions and limitations hereinafter expressed, and for that purpose to provide in making sales of any of said Lots that the same shall be sold subject to such of the said conditions, limitations and regulations as are applicable to the respective Lots above-mentioned.

AND WHEREAS the Vendors have agreed to sell to the Purchaser, who has agreed to purchase from the Vendors, Lot Fifteen (15), in Block Two hundred and Thirty-seven (237), and Lot Six (6), in Block Two hundred and Forty-seven (247), in the Sunalta Suburb of the City of Calgary, as shown on a Plan of Subdivision of part of Section Seventeen (17), in Township Twenty-four (24), and Range One (1), West of the Fifth Meridian, registered in the Land Titles Office at Calgary as Plan Number 5700 A.G., being two (2) of the above-described Lots.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. All of said Lots are held by the Vendors and shall be held at all times in the future by them and their successors or assigns and all persons claiming under them, subject to the following conditions and restrictions, that is to say:

(a) That no mercantile or business building or livery stable or more than one house and outbuildings in connection therewith, which house shall be used as a single dwelling house only, shall be erected or placed or maintained, or caused or suffered or permitted to be erected or placed or maintained on any one or more of the said Lots, with the exception of Lots Three (3), Four (4), Five (5) and Six (6), in Block Two hundred and Twenty-two (222); Lots Ten (10) and Eleven (11), in Block Two hundred and Twenty-three (223); Lots Fourteen (14), and Seventeen (17) to Twenty-four (24)

*Must see
for 5/2/22*

both inclusive, in Block Two hundred and Twenty-four (224); Lots One (1) to Ten (10) both inclusive, in Block Two hundred and Thirty (230); Lots One (1) to Thirty-seven (37) both inclusive, in Block Two hundred and Thirty-one (231); Lots One (1) to Ten (10) both inclusive, in Block Two hundred and Thirty-two (232); Lots Eleven (11) to Fourteen (14) both inclusive, in Block Two hundred and Thirty-seven (237); Lots One (1) to Nine (9) both inclusive, in Block Two hundred and Forty-two (242); Lots Eleven (11) to Twenty-three (23) both inclusive, in Block Two hundred and Forty-eight (248); and Lots One (1) and Two (2), in Block Two hundred and Forty-nine (249).

Lot 1-0 230
REC 9 231
1-0 232
1-9 242

(b) That no building costing less than Five hundred Dollars (\$500.00) excepting outbuildings in connection with a single dwelling house shall be erected or placed or caused or suffered or permitted to be erected or placed on Lots Fourteen (14), and Seventeen (17) to Twenty-four (24) both inclusive, in Block Two hundred and Twenty-four (224); Lots One (1) to Ten (10) both inclusive, in Block Two hundred and Twenty-nine (229); Lots One (1) to Twenty (20) both inclusive, in Block Two hundred and Thirty (230); Lots One (1) to Thirty-seven (37) both inclusive, in Block Two hundred and Thirty-one (231); Lots One (1) to Twenty (20) both inclusive, in Block Two hundred and Thirty-two (232); Lots One (1) to Ten (10) both inclusive, in Block Two hundred and Thirty-three (233); Lots Eleven (11) to Fourteen (14) both inclusive, in Block Two hundred and Thirty-seven (237); Lots One (1) to Nine (9) both inclusive, in Block Two hundred and Forty-two (242); Lots Sixteen (16) to Twenty-four (24) both inclusive, in Block Two hundred and Forty-seven (247); Lots One (1) to Eight (8), and Eleven to Twenty-seven (27) all inclusive, in Block Two hundred and Forty-eight (248); Lots One (1) to Thirteen (13) both inclusive, in Block Two hundred

and Forty-nine (249).

(c) That no building costing less than One thousand Dollars (\$1000.00), excepting outbuildings in connection with a single dwelling house, shall be erected or placed or caused or suffered or permitted to be erected or placed on Lots One (1) to Six (6) both inclusive, in Block Two hundred and Twenty-one (221); Lots One (1) to Eight (8) both inclusive, in Block Two hundred and Twenty-two (222); Lots Eleven (11) and Twelve (12), in Block Two hundred and Twenty-three (223); Lots One (1) and Two (2), in Block Two hundred and Twenty-four (224); Lots One (1) to Four (4) both inclusive, in Block Two hundred and Twenty-seven (227); Lots One (1) to Twenty (20) both inclusive, in Block Two hundred and Twenty-eight (228); Lots Eleven (11) to Twenty (20) both inclusive, in Block Two hundred and Twenty-nine (229); Lots Eleven (11) to Twenty (20) both inclusive, in Block Two hundred and Thirty-three (233); Lots One (1) to Six (6) both inclusive, in Block Two hundred and Thirty-four (234); Lots Seven (7) to Ten (10) both inclusive, and Lots Fifteen (15) and Sixteen (16), in Block Two hundred and Thirty-seven (237); Lots Nine (9) to Twenty-two (22) both inclusive, in Block Two hundred and Thirty-eight (238); Lots Eleven (11) to Seventeen (17) both inclusive, in Block Two hundred and Thirty-nine (239); Lots One (1) to Fifteen (15) both inclusive, in Block Two hundred and Forty-one (241); Lots Ten (10) to Eighteen (18) both inclusive, in Block Two hundred and Forty-two (242); Lots One (1), Two (2) and Three (3), in Block Two hundred and Forty-three (243); Lots One (1) to Nineteen (19) both inclusive, in Block Two hundred and Forty-six (246); Lots One (1) to Fifteen (15) both inclusive, in Block Two hundred and Forty-seven (247); Lots Nine (9) and Ten (10), in Block Two hundred and Forty-eight (248); Lots Fourteen (14) to Twenty (20)

both inclusive, in Block Two hundred and Forty-nine (249)

(d) That no dwelling house that shall cost less than Two thousand Dollars (\$2000.00) shall be erected or placed or caused or suffered or permitted to be erected or placed on any one of Lots One (1) to Nine (9) both inclusive, in Block Two hundred and Twenty-three (223); Lots Three (3) to Thirteen (13) both inclusive, and Fifteen and Sixteen (16), in Block Two hundred and Twenty-four (224); Lots One (1) to Nineteen (19) both inclusive, in Block Two hundred and Twenty-five (225); Lots One (1) to Twenty-seven (27) both inclusive, in Block Two hundred and Twenty-six (226); Lots Five (5) to Eleven (11) both inclusive, in Block Two hundred and Twenty-seven (227); Lots Seven (7) to Sixteen (16) both inclusive, in Block Two hundred and Thirty-four (234); Lots One (1) to Thirty (30) both inclusive, in Block Two hundred and Thirty-five (235); Lots One (1) to Twelve (12) both inclusive, in Block Two hundred and Thirty-six (236); Lots One (1) to Six (6) and Seventeen (17) to Twenty-one (21) all inclusive, in Block Two hundred and Thirty-seven (237); Lots One (1) to Eight (8) both inclusive, in Block Two hundred and Thirty-eight (238); Lots One (1) to Ten (10) and Eighteen (18) to Twenty-two (22) all inclusive, in Block Two hundred and Thirty-nine (239); Lots One (1) to Twenty-two (22) both inclusive, in Block Two hundred and Forty (240); Lots Four (4) to Eighteen (18) both inclusive, in Block Two hundred and Forty-three (243).

(e) That no dwelling house or other building or any verandah lean-to or annex of any description whatsoever attached to such dwelling house or other building shall be erected or placed or caused or suffered or permitted to be erected or placed on any or more of the Lots which do not abut upon Seventeenth Avenue or upon Tenth Avenue or upon Seventeenth Street or upon Eighteenth Street North of

Twelfth Avenue or upon Nineteenth Street, or upon Twentieth Street or upon North Street, which shall be within thirty (30) feet of any street, avenue or park limit.

(f) That no building shall be erected or placed or caused or suffered or permitted to be erected or placed upon any one or more of the Lots abutting upon Seventeenth Avenue within thirty (30) feet of any street or avenue line other than the North limit of said Seventeenth Avenue.

(g) That no building shall be erected or placed or caused or suffered or permitted to be erected or placed upon any one or more of the Lots abutting upon Tenth Avenue, Seventeenth Street, Eighteenth Street North of Twelfth Avenue, Nineteenth Street, Twentieth Street or North Street within Twenty (20) feet of the said Tenth Avenue, Seventeenth Street, Eighteenth Street, Nineteenth Street, Twentieth Street, or North Street, or within thirty (30) feet of the limits of Eleventh Avenue or Twelfth Avenue.

(h) That none of the Lots or Blocks shown on said Plan Number 5700 A.G. shall be used or caused or suffered or permitted to be used as a sand or gravel pit or quarry, and that no sand, gravel, stone or other material shall be removed or caused or suffered or permitted to be removed from any one or more of the said Lots or Blocks, except so much as may be necessary for improving the said Lot from which the same is removed or in building thereon.

(i) That not more than one house to be used as a single dwelling house and outbuildings in connection therewith for each fifty (50) feet of frontage on Fourteenth and Fifteenth Avenue shall be erected or placed or caused or suffered or permitted to be erected or placed on Block Two hundred and Twenty (220).

(j) That no dwelling house or other building of whatsoever description shall be erected or placed or caused or suffered or permitted to be erected or placed upon Block

Two hundred and Twenty (220) within twenty (20) feet of the Southerly limit of Fourteenth Avenue or within thirty (30) feet of the Northerly limit of Fifteenth Avenue or within thirty (30) feet of the Easterly limit of Sharon Avenue or the Westerly limit of said Block.

2. The Vendors covenant with the Purchaser to observe the said conditions and limitations applicable to each of the said Lots, and that every sale of any of said Lots shall be made subject to the said conditions and limitations as the same apply to the several Lots.

3. The right is granted by the Vendors to the Purchaser to enforce the said conditions and limitations in respect of every one of said Lots as against the owners thereof from time to time, the intention being to create these conditions and limitations for the benefit of all the owners of said Lots from time to time.

4. The covenants in these instrument contained on the part of the Vendors and the Purchaser, and all the said conditions and limitations and all the rights created hereunder, are expressly declared to be perpetual and to be covenants and conditions running with the land, and all covenants on the part of the Vendors and the Purchaser are entered into on behalf of themselves, their heirs, executors, administrators, successors and assigns respectively, and all rights created hereunder shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the said parties respectively.

5. The liability for breach of any of the covenants herein contained on the part of the Vendors shall be borne for the time being by the respective owners of the said Lots, but only during the period of such ownership by them

under these covenants shall cease on their respectively parting with such ownership.

6. The rights under this agreement shall accrue as often as any of the said conditions are broken, and under no circumstances shall any condonation, waiver or release of any breach of any of the said conditions be pleaded in bar in any action to enforce any right under this Agreement, and this condition runs with the title to the said land, and the Purchaser executing this Agreement agrees to this condition.

IN WITNESS WHEREOF the Vendors have caused these presents to be signed by their Vice President and Assistant Secretary and their Corporate Seal to be hereunto affixed, and the Purchaser has hereunto set his hand and seal on the day and year first above-mentioned.

The Canadian Pacific Railway Company

[Handwritten signature]

VICE PRESIDENT

[Handwritten signature]
ASSISTANT SECRETARY

[Handwritten signature]

John Allen witnesses as
secretary by
George Anderson

PROVINCE OF MANITOBA) I,

John Allen

) of the City of Winnipeg, in the Province

) of Manitoba, *barrister-at-law*

To Wit:) make oath and say:

1. That I was personally present and did see George Anderson named in the within instrument and duplicate thereof, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.

2. That the same was executed at *Winnipeg aforesaid* and that I am a subscribing witness thereto.

3. That I know the said George Anderson, and he is in my belief of the full age of twenty-one years.

Sworn before me at Winnipeg in)

the Province of Manitoba, this)

5th day of *April*)

A.D.1911.)

John Allen

James M. Laing

A Notary Public in and for the
Province of Manitoba.