

**Fencing Requirements
Caveats on Land Titles
Re: Restrictive Covenant**

We are following up in regards to the standards and requirements for fencing in and throughout the Panorama Hills Community.

Not all properties have a Restrictive Covenant with regards to fencing on their Land Title.

Properties that are affected by the Caveat:

- Properties that are located on a corner of street or boulevard
- Properties that have a walkway next to their property
- Properties that back onto a greenspace
- Properties along Harvest Hills Boulevard, Panatella Boulevard that have Wood Stucco Fencing

Types of Fences:

Wood Screen Fencing – Section 3 of restrictive covenant
Chain Link Fencing - Section 4 of restrictive covenant
Wood Stucco Fencing - Section 5 of restrictive covenant
Stone Pillars

Included with this letter is a copy of the requirements and schedules that show cross sections of how the fences need to be built.

The colour and type of stone is also indicated but colour matching can be done by any paint store or building supply centre.

Stone:

- I-XL Building Products: 403.243.6031
- Silverado Heather Edge LedgeStone



PANORAMA
HILLS
Northstar Residents Association

NORTHSTAR RESIDENTS ASSOCIATION LTD.
88 Panamount Hill NW
Calgary, Alberta, T3K 5R9

Paint:

Cloverdale Paint Inc

- Imasco Light Dune - Product #16123

Home Depot

- Behr Paint
- Base: 2050
- CLRNT - 0Z, 384th
- BL - 1, 68
- FL - 0, 72
- TL - 0, 232

Please contact us at maintenance@mypanoramahills.com if you have any additional questions or need clarification on any of the information provided.

A handwritten signature in black ink that reads "Dan Green".

Dan Green
General Manager
Northstar Residents Association
gm@mypanoramahills.com
403-226-4386

WHEREAS the Grantor does agree to restrict its right of use and development of the Lots by prohibiting the construction of certain improvements or the placement of non-permanent structures and chattels on the yards of certain of the Lots, so as to ensure a uniform streetscape along certain of the Lots, and to restrict the right of owners of certain of the Lots from changing the materials and colours of certain fencing or allowing such fencing to fall into disrepair.

NOW THEREFORE this Agreement witnesseth that in consideration of the premises and as authorized by the Land Titles Act of the Province of Alberta, the Grantor being the registered owner of all the lands comprising the Servient Lands does, for itself, its successors in title and assigns of the Servient Lands, and each Lot, covenant and agree with the Grantee and its successors in title and assigns to observe and be bound by the following covenants:

1. SATELLITE DISHES, CLOTHES LINES, ANTENNA AND ACCESSORY BUILDINGS

1.1 Notwithstanding any land use or development by-law of the City of Calgary, no satellite dish over 18" in diameter, clothes line, television antenna, short wave radio antenna or any communication antennae of any size or type shall be installed, erected or be allowed to remain on any of the Lots.

1.2 Notwithstanding any land use development by-law of the City of Calgary, no carport, playhouse, gazebo, shed or other storage structure shall be erected or constructed on any of the Lots.

2. GARAGES AND RECREATIONAL VEHICLES

2.1 Notwithstanding any land use or development by-law of the City of Calgary, no garage shall be constructed on any of the Lots unless the plans and specifications of such garage is approved in writing by Genstar prior to the commencement of construction thereof and unless it is constructed concurrently with the construction of the dwelling house on an Lot.

2.2 No motor home, utility trailer or recreational vehicle of any size, shape or form shall be allowed to remain on any of the Lots unless housed at all times within a fully enclosed garage, the design of which must be approved by Genstar or its successors or assigns.

3. WOOD SCREEN FENCING

3.1 The Grantor acknowledges that Genstar has constructed or may be constructing a wood screen fence along the side yard of the Wood Screen Fence Lots where such lots abut or are adjacent to a public walkway and along the rear yard of the Wood Stucco Fence Lots where such lots abut another residential lot, which wood screen fencing may be designed, located and constructed in Genstar's sole discretion, but shall generally be in accordance with the specifications attached hereto as Schedule "H" (the "Wood Screen Fence Specifications"). The Grantor agrees to allow the initial construction of such wood screen fencing and its continued existence. Further, it shall be the responsibility of the Grantor and subsequent owners of the Wood Screen Fence Lots to properly maintain, repair, rebuild and otherwise keep such wood screen fence in good condition and where rebuilding is required, to rebuild same in accordance with the Wood Screen Fence Specifications.

4. CHAIN LINK FENCING

4.1 The Grantor acknowledges that Genstar has constructed or may be constructing a chain link fence along the side yard boundary of the Chain Link Sideyard Lots and the rear yard boundary of the Chain Link Rearyard Lots, where such Lots abut a linear park or municipal reserve parcel, which fencing may be designed, located and constructed in Genstar's sole discretion, but shall generally be a 1.2 metre high black vinyl chain link fence (the "Chain Link Specifications"). The Grantor agrees to allow the initial construction of such fencing and its continued existence. Further, it shall be the responsibility of the Grantor and subsequent owners of the Chain Link Sideyard Lots and the Chain Link Rearyard Lots to properly maintain, repair, rebuild and otherwise keep such fence in good condition and where rebuilding is required, to rebuild same in accordance with the Chain Link Specifications.

5. WOOD STUCCO FENCING

5.1 The Grantor acknowledges that Genstar has constructed or may be constructing a wood stucco fence along the side yard of the Wood Stucco Fence Lots where such lots abut or are adjacent to a municipal roadway, which wood stucco fencing may be designed, located and constructed in Genstar's sole discretion, but shall generally be in accordance with the specifications attached hereto as Schedule "I" (the "Wood Stucco Fence Specifications"). The Grantor agrees to allow the initial construction of such wood stucco fencing and its continued existence. Further, it shall be the responsibility of the Grantor and subsequent owners of the Wood Stucco Fence Lots to properly maintain, repair, rebuild and otherwise keep such wood screen fence in good condition and where rebuilding is required, to rebuild same in accordance with the Wood Stucco Fence Specifications.

6. GENERAL

6.1 The Grantor covenants and agrees with itself, its successors and assigns in title to observe and be bound by the covenants contained herein PROVIDED THAT the said covenants shall be personally binding upon the Grantor and its successors and assigns in title only while and so long as it remains the owner of the Lots, and the said covenants shall be construed to be and shall be covenants running with the Servient Lands and shall be appurtenant to other lands in the Panorama Hills Subdivision and to all of the Dominant Lands.

6.2 Genstar may, with respect to any breach of the obligations by the owner or owners of the Lots enforce the provisions of this restrictive covenant and may, in addition to any other remedy that may be available at law, apply to a Court of competent jurisdiction to restrain such breach by injunction. Genstar shall have no duty to enforce the provisions of this restrictive covenant and no action shall lie against it with respect to enforcement of this restrictive covenant and this clause shall be an absolute defence to any such action.

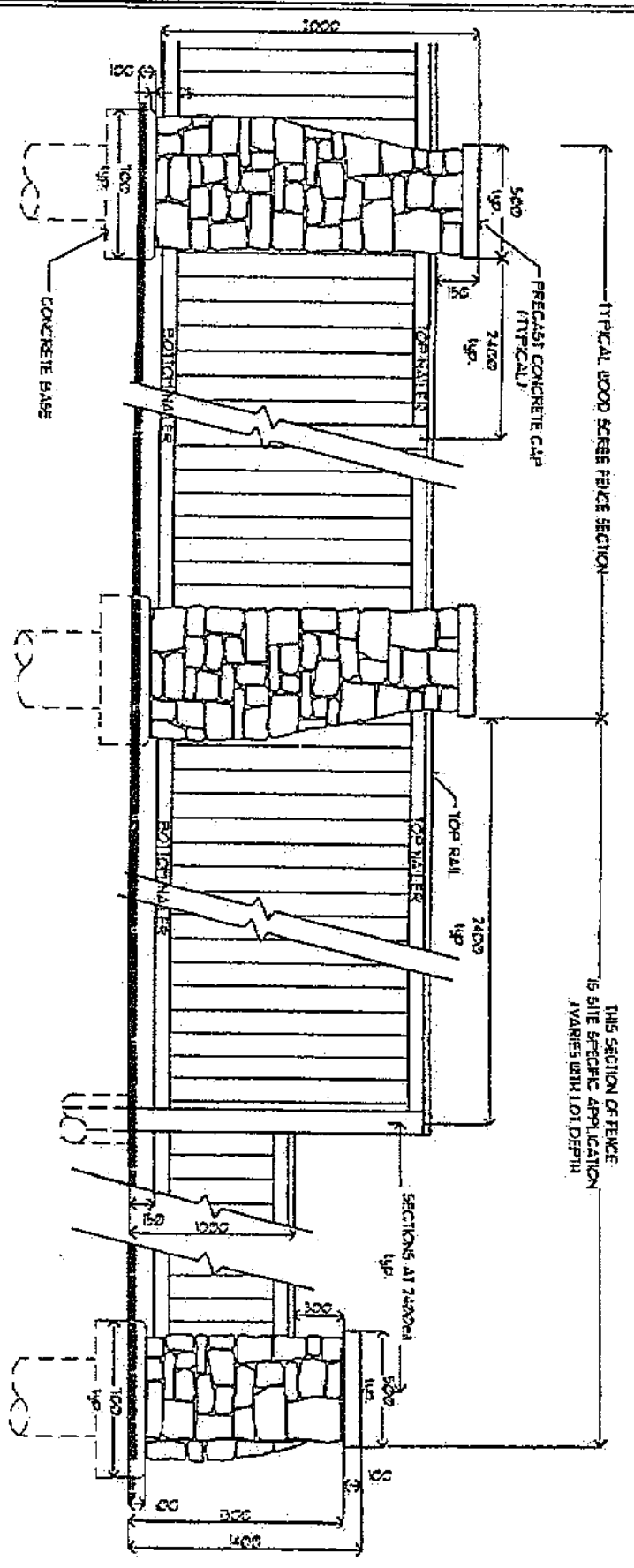
6.3 In Genstar's sole discretion, Genstar may at any time during the currency of this restrictive covenant, delegate the authority to enforce the provisions hereof to a group of individuals representative of owners of lots located within the Dominant Lands, which group of landowners shall be chosen by Genstar in its sole discretion (the "Committee"). After such delegation, the Committee shall determine the terms of reference by which the composition of

PANORAMA GENSTAR FENCE COLOR:
 1-1/2" WOOD GRAIN SOLID COLOR OIL STAIN
 17500 BASE

SILVERADO HEATHER BRICK LEPAESTONE:
 AVAILABLE FROM 1-1/2" XL BRICK SUPPLIES LTD.
 4444 BUILDERS ROAD SE
 CALGARY AB T2G 4C6
 PHONE: 749-6011

BLK-11P-24
 TOK-11P-24
 OKR-11P-24
 1/2" BL

BLK-11P-24
 TOK-11P-24
 OKR-11P-24
 1/2" BL



THIS SECTION OF FENCE
 IS SITE SPECIFIC APPLICATION
 VARIES WITH LOT DEPTH

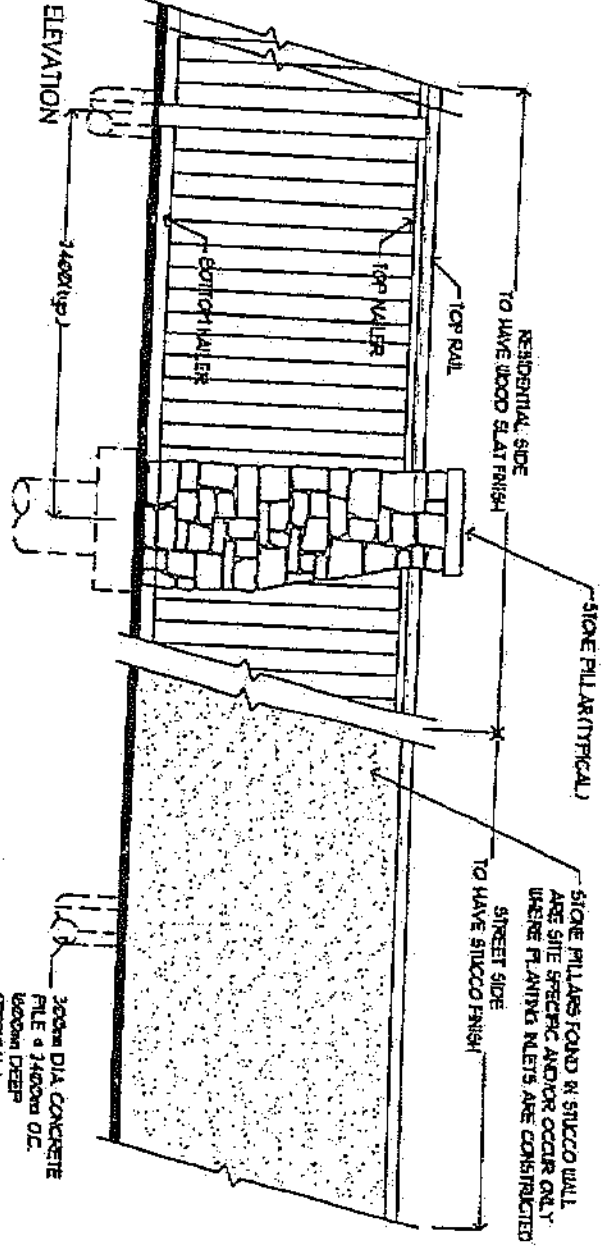
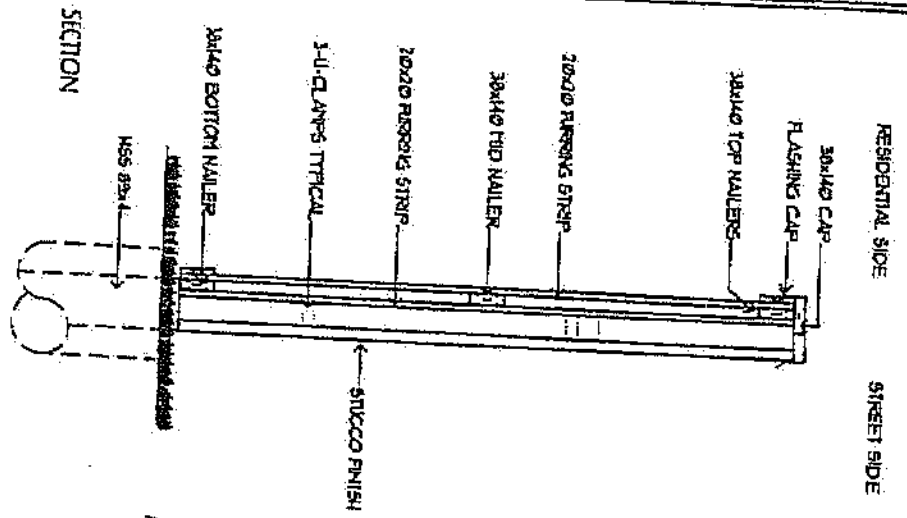
ELEVATION
 WOOD SCREEN FENCE



PANORAMA
 HILLS

GENSTAR

SCHEDULE "H" - WOOD SCREEN FENCE SPECIFICATIONS



WOOD/STUCCO SOUND FENCE

SILVERADO WEATHER EDGE LEADERSTONE
 AVAILABLE FROM 1-24 BRICK SUPPLIES LTD.
 4444 BUILDERS ROAD SE
 CALGARY, AB T2S 4C6
 PHONE: 243-6031

FENCE COLOUR:
 STUCCO LIGHT DUNE / CLOVERDALE
 PLANT INC
 PRODUCT No. - 1623
 STORE No. - 61
 APPLICATION - CALICO



PANORAMA HILLS

SCHEDULE "I" - WOOD STUCCO FENCE SPECIFICATIONS

