

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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ADVISORY

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RESTRICTIVE COVENANT AND EASEMENT

THIS AGREEMENT made as of the 22nd day of February, 2007.

WHEREAS Windermere Lands Ltd. and Windermere Commercial Lands Ltd. are the registered owners of the Dominant Lands and the Servient Lands described in Schedule "A" hereto situate in the City of Edmonton;

AND WHEREAS Windermere Lands Ltd. and Windermere Commercial Lands Ltd. intend to impose a scheme of mutually enforceable restrictions with respect to the use and improvements of the Lands and buildings thereon in order to preserve the integrity of the Development, which restrictions are not meant to detract or derogate from the Land Use Bylaw of the City of Edmonton currently in force, but are in addition to and supplementary to the restrictions, covenants and conditions contained in the said Land Use Bylaw.

AND WHEREAS Section 68(1) of the Act provides that an owner may grant to himself an easement or restrictive covenant for the benefit of land which he owns and against land which he owns and that the easement or restrictive covenant may be registered under the Act;

NOW THEREFORE, Windermere Lands Ltd. and Windermere Commercial Lands Ltd. do hereby declare, establish, impose and annex to the Servient Lands and each and every portion thereof for the benefit of the Dominant Lands, the following stipulations, restrictions, provisions and easements to run with the Lands and be binding upon the registered owners from time to time of the Lots:

1. In this Restrictive Covenant, including the preamble, the following words and expressions shall have the meaning herein set forth:
 - a) **"Act"** means the *Land Titles Act* (Alberta) as amended from time to time;
 - b) **"Association"** means the homeowners association which from time to time may be designated by the Developer as the homeowners association established for the benefit of the Servient Lands;
 - c) **"Developer"** means Windermere Lands Ltd. in its capacity as developer of the Development, and includes its successors and assigns;
 - d) **"Development"** means the residential subdivision plan within which the Lots are located;
 - e) **"Development Fencing"** means the fence or fences now or hereafter placed or constructed by, or for and on behalf of, the Developer upon any portion of each of such Lots;
 - f) **"Dominant Lands"** means the lands described as such in Schedule "A" hereto;

- g) **"Dwelling"** means any residential dwelling constructed on any of the Lots;
 - h) **"Grantee"** means Windermere Lands Ltd. in its capacity as Developer and includes its successors and assigns;
 - i) **"Grantor"** means collectively Windermere Lands Ltd. and Windermere Commercial Lands Ltd. in their capacities as owners of the Lands and includes their assigns and successors in title;
 - j) **"Lands"** means the Dominant Lands and Servient Lands described in Schedule "A" hereto;
 - k) **"Lots"** means the subdivided residential lots described in Schedule "A" hereto and individually each shall be a **"Lot"**;
 - l) **"Owners"** means the registered legal owner or owners of the Lands and **"Owner"** means the registered legal owner or owners of a Lot;
 - m) **"Restrictions"** means the provisions, restrictions and stipulations contained in Paragraphs 2 and 3 of this Restrictive Covenant;
 - n) **"Restrictive Covenant"** means this agreement as the same may be amended from time to time and the expressions **"herein"**, **"hereof"**, **"hereto"** **"above"**, **"below"**, and similar expressions if used in any article, section or paragraph of this agreement refer to this agreement including the schedules hereto and do not refer solely to a particular article, section or paragraph unless specifically stated herein;
 - o) **"Servient Lands"** means the lands described as such in Schedule "A" hereto.
2. For each of the Lots comprising the Servient Lands described in Schedule "A" hereto, for the benefit of the Dominant Lands, the following restrictions, stipulations and provisions are to run with the Lands, namely:
- a) Without the prior consent of the Grantee, none of the project fencing provided by the Developer for the Development shall be removed or changed from the original design or colour and the owner from time to time of any of the Lots shall preserve the original design and colour of and maintain in good condition that portion of the project fence located on such Lot. In the event of removal or replacement, such fence shall be rebuilt at the expense of the owners of such Lot to its original design and colour unless otherwise agreed in writing by the Grantee.
 - b) No fence, other than project fencing provided by the Developer, shall be built upon the Servient Lands unless the said fence is built according to the design, standards, specifications, and colour of the fence described on the plan attached hereto as Schedule "B" or is built according to a design, standard, specification and colour otherwise agreed to in writing by the Grantee.

- c) Unless otherwise agreed in writing by the Grantee, no driveway or front walkway may be constructed upon the Servient Lands unless:
- (i) the said driveway or walkway is poured concrete or paving stone;
 - (ii) in the case of a driveway, the width of such driveway does not exceed the width of the garage face width on such Lot; and
 - (iii) in the case of a walkway, the walkway is a minimum of 30 inches wide and the walkway is installed in the location as per the approved plot plan.
- d) Unless otherwise agreed in writing by the Grantee, no accessory building may be built upon the Servient Lands unless same is consistent in design, finish and colour with the Dwelling constructed on such Servient Lands.
- e) Without the prior written consent of the Grantee, no Owner shall damage, remove, or kill or permit to be damaged, removed or killed, any tree planted by the Developer on the Servient Lands. In the event of damage, removal or death, such tree shall be replaced with a tree of the same species and size at the expense of the owners of such Lot in accordance with the Ambleside Landscape and Exterior Requirements attached hereto as Schedule "C".
- f) Unless otherwise agreed in writing by the Grantee, no grading of any Servient Lands may be completed other than grading which will result in grading which is consistent with the approved subdivision grading plan for the Lands;
- g) Unless otherwise agreed in writing by the Grantee, no retaining wall may be built upon the Servient Lands unless same does not compromise the grading design and drainage of such Lot or of neighbouring Lots;
- h) Unless otherwise agreed in writing by the Grantee, no structure constructed by the Grantee on the Lands for purposes of enhancing the appearance of the Development shall be added to, removed or changed except to maintain or repair the said structure in keeping with the original design. In the event of any such interference or removal, such structure shall be rebuilt or restored as applicable at the expense of the owners of such Lot.
- i) Without the prior written consent of the Grantee, no changes shall be made to the completed exterior of any Dwelling for a period of two years from the date that such Dwelling is occupied for the first time as a residence.
- j) Roofs of the Dwellings shall be finished with materials approved in writing by the Grantee.
- k) Recreational vehicles and commercial vehicles in excess of ¾ ton capacity shall not be stored on any property for more than 48 hours unless in a garage.
- l) Without the prior written consent of the Grantee, all landscaping and exterior requirements on the Servient Lands shall be in accordance with the

Ambleside Landscape and Exterior Requirements attached hereto as Schedule "C".

- m) No Owner shall allow garbage, weeds, refuse, or debris to accumulate on the Lands.
 - n) No address plaques may be installed upon the Servient Lands until same has been approved, in writing, by the Grantee.
3. Notwithstanding anything herein contained to the contrary, the Restrictions may be amended from time to time by the Grantee or the Association provided that such amendments are made in writing. the Grantee or the Association shall make a copy of such amendments available to any registered owner of the Lots upon request at the registered office of the Grantee or the Association, as the case may be, from time to time.
 4. The Restrictions are enforceable by the Owners or any one or more of them and any waiver by any Owner of the strict performance of the covenants set out herein shall not of itself constitute a waiver or abrogation of the covenants set out herein.
 5. Nothing herein shall require or oblige the Grantee or the Association to enforce the Restrictions or render the Grantee or the Association liable for the failure of any of the Owners from time to time to adhere to or comply with the Restrictions, it being the intention to attach to each of the Lots, and the Owners from time to time thereof, the obligation for compliance with the Restrictions.
 6. The Restrictions shall be binding upon and enure to the benefit of the registered owner from time to time of each of the Lots and the restrictions herein shall run with the Lands and each of the Lots and the restrictions herein shall run with the Lands and each of the Lots comprising the Lands.
 7. If any of the Restrictions herein or the application thereof to any party or any circumstances shall be held by any Court of competent jurisdiction to be invalid or unenforceable to any extent, then such Restriction shall be severed from the remainder of this Restrictive Covenant and Easement, and the remainder of this Restrictive Covenant and Easement or application of such Restriction to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each of the remaining Restrictions shall be valid and enforceable to the fullest extent permitted by the law.
 8. The Restrictions are in addition to the requirements of the municipal or other government authorities having jurisdiction in respect of the use of the Lands, and nothing contained herein shall be construed as permitting or authorizing anything which is prohibited, controlled or regulated by any statute, bylaw, regulation or like enactment having the force of law and having application to the Lands.
 9. The Grantor hereby grants to the Grantee and its successors and assigns and its successors in title to each Lot and its and their respective lessees, sublessees, licensees, invitees, servants, agents, employees and contractors, and to the Association and its successors and assigns, together, in each case, with their

respective necessary vehicles, equipment and machines, the right, privilege, license, permission, right-of-way and easement of access, passage and re-passage over, along, across, through and upon each of the Lots as is required for the purpose of placing, constructing, erecting, maintaining, repairing, replacing and inspecting the Development Fencing.

10. There shall be included in the said grant all things necessary and incidental to the full enjoyment of the rights and privileges granted in clause 9 preceding.
11. Notwithstanding the grant contained in clause 9 neither the Grantee nor the Association shall have any obligation to maintain, repair, replace or inspect any of the Development Fencing.
12. The Grantor or its respective successors or assigns shall not use or permit to be used the Lots in any manner so as to interfere with the use and enjoyment thereof by the Grantee to the extent that the Grantee is entitled to use and enjoy same. It is hereby covenanted and agreed that the Grantee shall peaceably hold and enjoy all rights and privileges and other appurtenances granted hereunder without hindrance or interruption by the Grantor or any person or persons claiming by, under, or through the Grantor. The Grantor further agrees that it will not build, erect or maintain nor suffer to be built, erected or maintained any building or structure, nor plant or maintain, nor allow or suffer to be planted or maintained, any trees, shrubs or landscaping, on any of the Lots which would or could prevent or hinder the exercise by the Grantee of any of the rights or privileges or other appurtenances granted hereunder.
13. Upon the execution of this Restrictive Covenant and Easement, and at all times hereafter, unless and until the easement granted hereunder is terminated in accordance with the provisions hereof, the Grantee, or any person, firm or corporation, or anyone claiming by, through, under or in trust for the Grantee, or any of them, may enter upon or occupy the Lots as agents, servants, workmen and contractors, owners and occupiers, for the purposes as aforesaid.
14. Without imposing any obligation to do so, the Association, or its assignee, may, enter upon those portion of the Lots as set out in clause 9 hereof, to maintain, repair, replace and inspect the exterior of the Development Fencing, provided that the cost of such maintenance, repairs, replacement and inspection shall be borne by the registered owners of the Lots.
15. The Grantee, upon notice to the Owners, may, at any time, terminate the easements, or any of them, granted pursuant to this Restrictive Covenant and Easement.
16. It is hereby acknowledged and agreed that the rights and privileges and other appurtenances granted in clauses 9 to 15 inclusive of this Restrictive Covenant and Easement constitute transfers of easements and rights in the nature of easements by the Grantor to the Grantee and that the provisions of clauses 9 to 15 inclusive of this Restrictive Covenant and Easement shall run with and bind each Lot as a servient tenement and shall bind the Grantor and its assigns and successors in title with respect to each Lot and shall in respect of each Lot which is a servient tenement run with, benefit and accommodate each of the other Lots and the dominant tenement

and shall enure to the benefit of the Grantee and its assigns and successors in title with respect to each of the Lots.

17. Should any provision or portion of this Restrictive Covenant and Easement be illegal or not enforceable, it shall be considered separate and severable from this Restrictive Covenant and Easement and the remaining portion and provisions shall remain in force and be binding upon the parties hereto as though the said provision or portion thereof had never been included herein.
18. No action shall lie against the Developer or the Association for damages for breach of any one or more of the covenants contained in this Restrictive Covenant and Easement unless the Developer or the Association is registered as Owner of the Lot alleged, and proven by a court of competent jurisdiction, to be in breach of this Restrictive Covenant and Easement and in such circumstance such action shall only lie against the party who is registered as Owner of the Lot alleged, and proven by a court of competent jurisdiction, to be in breach of this Restrictive Covenant and Easement. This covenant shall constitute an absolute defence to any such action and may be pleaded as such.
19. The Grantee may delegate to the Association the power to grant any approval, give any consent or make any amendment to this Restrictive Covenant which the Grantee has the right or power to grant or make hereunder.
20. The Grantee may assign its interest, in whole or in part, in this Restrictive Covenant and Easement, and upon such assignment, the assignee shall assume all responsibility for the Grantee's obligations set forth in this Restrictive Covenant and Easement in relation to such assigned interest, and the Grantee shall not, from and after the date of any such transfer or conveyance, be responsible for such obligations with respect to the interest therein so assigned.
21. In the event that the Grantor shall transfer or convey any interest in a Lot or Lots, or any part thereof, the purchaser or transferee shall be bound by the terms of this Restrictive Covenant and Easement in and with respect to the Lot or Lots or interest therein so transferred or conveyed and shall, upon the request of an Owner, execute such agreements or further assurances as may be reasonably required to confirm such obligation. From and after the date of any such sale and conveyance, the purchaser or transferee shall assume all responsibility for the compliance with the obligations hereunder of the Grantor in and with respect to the Lot or Lots, or interest therein so transferred or conveyed and the Grantor shall be released from all of its obligations hereunder in and with respect to the Lot or Lots or interest therein so transferred or conveyed.
22. This Restrictive Covenant and Easement shall be governed by and interpreted in accordance with the laws of the Province of Alberta.
23. The Grantee shall be entitled to register this Restrictive Covenant and Easement (by caveat(s) or otherwise) against the Lots.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals as witnessed by the hands of their proper officers duly authorized in that behalf, as of the 22nd day of February, 2007.

WINDERMERE LANDS LTD.
in its capacity as Grantor

PER: _____

PER: _____

WINDERMERE COMMERCIAL LANDS LTD.
in its capacity as Grantor

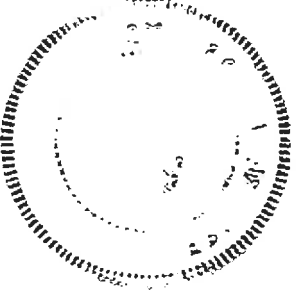
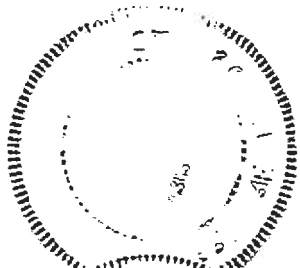
PER: _____

PER: _____

WINDERMERE LANDS LTD.
in its capacity as Grantee

PER: _____

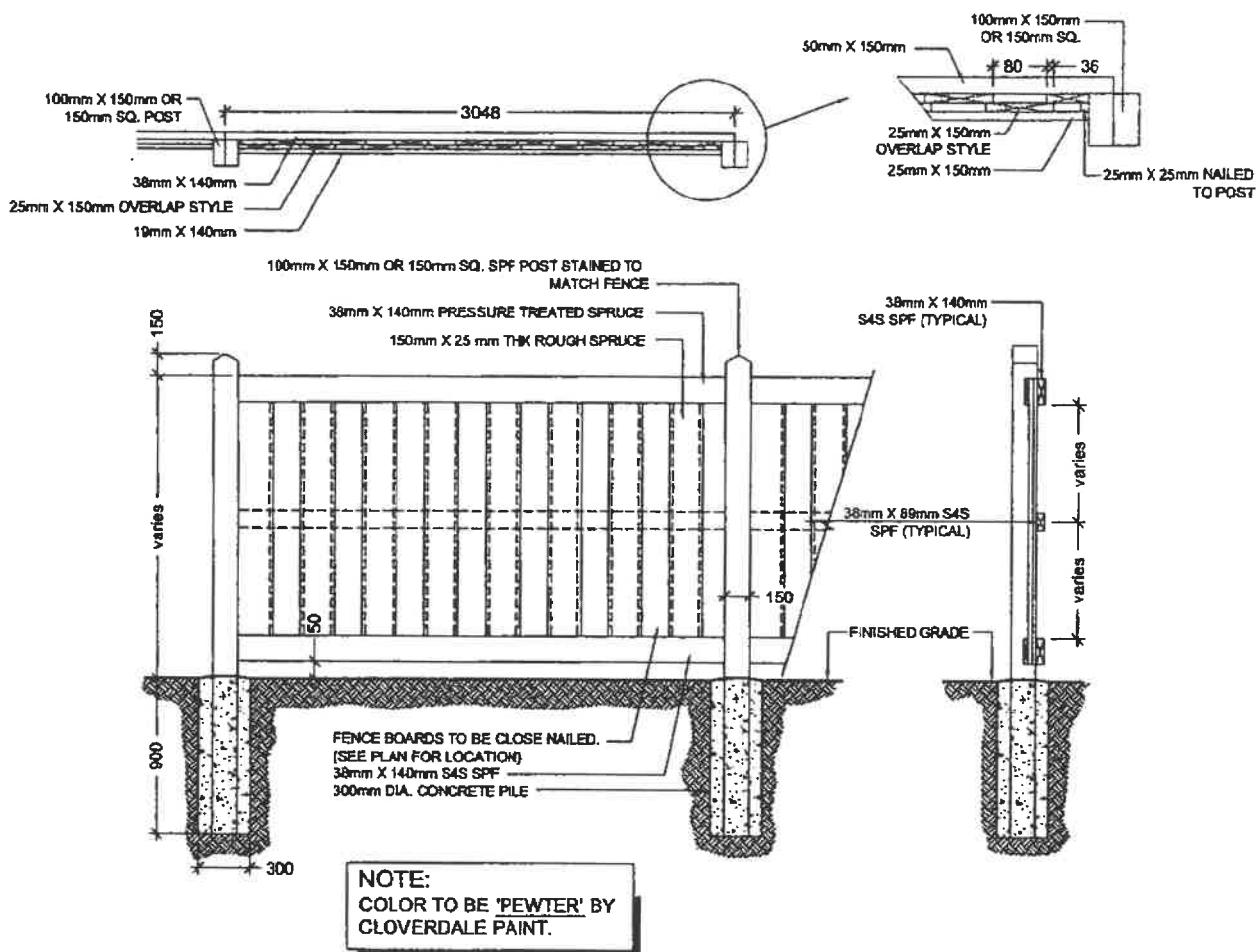
PER: _____



INSTALLATION CLARIFICATION

OVERLAP BOARD WOOD SCREEN FENCING TO BE INSTALLED ON THE SIDE YARD OF RESIDENTIAL LOTS WHERE THE DEVELOPER HAS INSTALLED OVERLAP BOARD WOOD SCREEN FENCING AT THE REAR OF THE LOT.

INSTALLATION OF DECORATIVE STEEL OR BLACK VINYL CHAIN LINK FENCING IS NOT PERMITTED ON THE SIDE YARD OF RESIDENTIAL LOTS WHERE THE DEVELOPER HAS INSTALLED OVERLAP BOARD WOOD SCREEN FENCE AT THE REAR OF THE LOT.



FENCING NOTES

1. ALL TIMBER POSTS AND BEAMS TO BE PRESSURE TREATED PINE OR FIR, ROUGH SAWN TIMBER STAINED WITH TWO COATS OF SOLID WOOD STAIN BY CLOVERDALE (BOTH SIDES). STAIN COLOR TO BE 'PEWTER'. STAIN TO BE APPLIED AS PER MANUFACTURER'S SPECIFICATIONS.
2. ALL LUMBER SHALL BE CLEAN, #1, CONSTRUCTION GRADE PINE, FIR OR SPRUCE MEMBERS, FINISHED AS PER THE DETAILS UNLESS OTHERWISE SPECIFIED.
3. ALL LUMBER SHALL BE STRAIGHT, SOUND AND FREE OF SPLINTS, WARPS, CRACKS, LARGE KNOTS AND OTHER DEFECTS.
4. FENCE BOARD OVERLAP TO BE MINIMUM 36mm.
5. ALL DIMENSIONS ARE IN MILLIMETERS (mm) UNLESS OTHERWISE NOTED.
6. ALL WOOD SCREEN FENCES TO BE PLACED 150mm. INSIDE PRIVATE PROPERTY, OR AS AGREED BY ADJACENT LOT OWNERS.
7. ALL HARDWARE TO BE GALVANIZED.
8. PRESSURE TREATED POSTS TO BE TREATED WITH A SOLUTION OF PENTACHLOROPHENOL AND PETROLEUM TO CSA-080.
9. NAILS TO BE 89mm ARDOX COATED FOR STRINGERS TO POSTS AND 57mm ARDOX COATED FOR BOARDS (3 PER BOARD).
10. CALL ALBERTA ONE-CALL AT 1-800-242-3447 TO HAVE EXISTING UTILITIES LOCATED PRIOR TO START OF ANY CONSTRUCTION.
11. THE FINISHED HEIGHT OF THE FENCE IS TO BE CONSTRUCTED AS OUTLINED BY THE CITY OF EDMONTON BYLAW REQUIREMENTS.

OVERLAP BOARD WOOD SCREEN FENCE AMBLESIDE IN WINDERMERE

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2006-12-11 12:05PM By: lmcdoakd

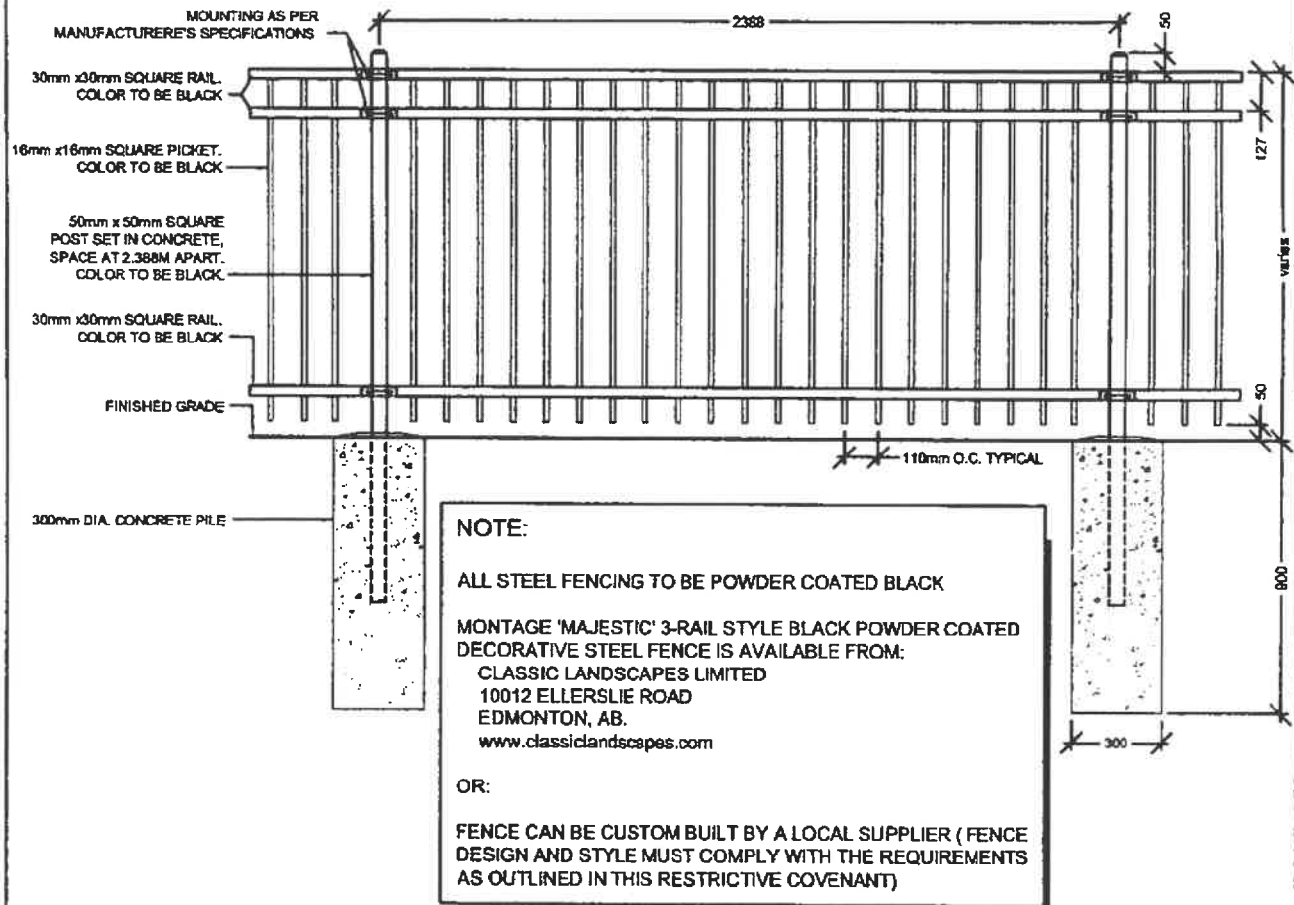
December 2006

not to scale

INSTALLATION CLARIFICATION

BLACK POWDER COATED DECORATIVE STEEL FENCING OR BLACK VINYL COATED CHAIN LINK FENCING TO BE INSTALLED ON THE SIDE YARD OF RESIDENTIAL LOTS WHERE THE DEVELOPER HAS INSTALLED BLACK POWDER COATED DECORATIVE STEEL FENCING AT THE REAR OF THE LOT.

INSTALLATION OF WOOD SCREEN FENCING IS NOT PERMITTED ON THE SIDE YARD OF RESIDENTIAL LOTS WHERE THE DEVELOPER HAS INSTALLED BLACK POWDER COATED DECORATIVE STEEL FENCING AT THE REAR OF THE LOT.



FENCING NOTES:

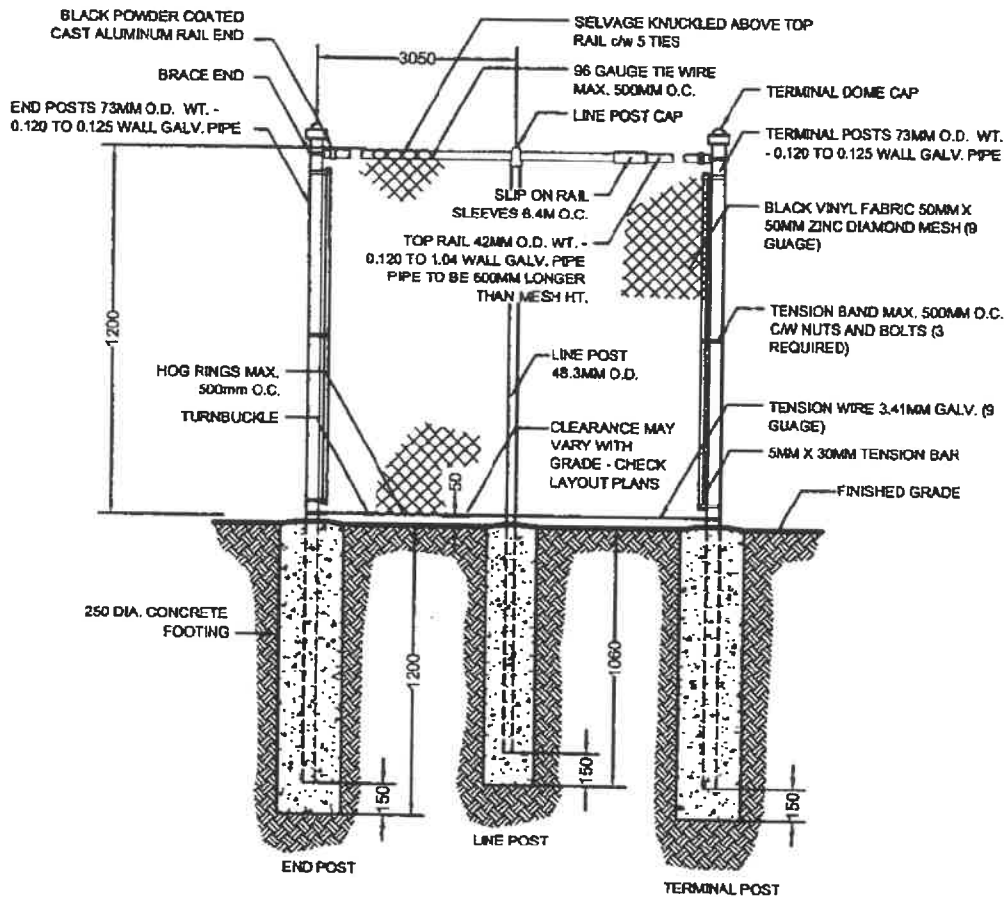
1. ALL STEEL FENCING COMPONENTS, INCLUDING, HARDWARE ATTACHMENTS, TO BE GALVANIZED.
2. ALL STEEL FENCING COMPONENTS, INCLUDING, HARDWARE ATTACHMENTS, TO BE POWDER COATED BLACK.
3. ALL MEASUREMENTS ARE IN MILLIMETERS UNLESS OTHERWISE NOTED.
4. ALL STEEL FENCING TO BE PLACED 150mm INSIDE PRIVATE PROPERTY, OR AS AGREED BY ADJACENT LOT OWNERS.
5. CALL ALBERTA ONE-CALL AT 1-800-242-3447 TO HAVE EXISTING UTILITIES LOCATED PRIOR TO ANY CONSTRUCTION.
6. ALL CUT ENDS AND DAMAGED PAINT - TO BE PAINTED WITH BLACK ENAMEL PAINT TO MATCH EXISTING BLACK POWDER COATING.
7. THE FINISHED HEIGHT OF THE FENCE IS TO BE CONSTRUCTED AS OUTLINED BY CITY OF EDMONTON BYLAW REQUIREMENTS.

BLACK POWDER COATED DECORATIVE STEEL FENCE AMBLESIDE IN WINDERMERE

INSTALLATION CLARIFICATION

BLACK POWDER COATED DECORATIVE STEEL FENCING OR BLACK VINYL COATED CHAIN LINK FENCING TO BE INSTALLED ON THE SIDE YARD OF RESIDENTIAL LOTS WHERE THE DEVELOPER HAS INSTALLED BLACK POWDER COATED DECORATIVE STEEL FENCING AT THE REAR OF THE LOT.

INSTALLATION OF WOOD SCREEN FENCING IS NOT PERMITTED ON THE SIDE YARD OF RESIDENTIAL LOTS WHERE THE DEVELOPER HAS INSTALLED BLACK POWDER COATED DECORATIVE STEEL FENCING AT THE REAR OF THE LOT.



FENCING NOTES:

- ALL CHAIN LINK FENCING POSTS, RAILS, TENSION BARS, CAPS, AND RELATED HARDWARE ATTACHMENTS TO BE POWDER COATED BLACK.
- ALL CHAIN LINK FENCING FABRIC TO BE BLACK VINYL.
- ALL DIMENSIONS ARE IN MILLIMETERS (mm) UNLESS OTHERWISE NOTED.
- ALL CHAIN LINK FENCES TO BE PLACED 150mm INSIDE PRIVATE PROPERTY, OR AS AGREED BY ADJACENT LOT OWNERS.
- CALL ALBERTA ONE-CALL AT 1-800-242-3447 TO HAVE EXISTING UTILITIES LOCATED PRIOR TO START OF ANY CONSTRUCTION.
- THE FINISHED HEIGHT OF THE FENCE IS TO BE CONSTRUCTED AS OUTLINED BY THE CITY OF EDMONTON BYLAW REQUIREMENTS.

**BLACK VINYL COATED CHAIN LINK FENCE
AMBLESIDE IN WINDERMERE**

AMBLESIDE PHASE ONE – Landscape and Exterior Requirements
February 13, 2007

1.0 INTRODUCTION

This document outlines the requirements for landscape and exterior amenities in Ambleside in Windermere, Phase One.

Each Purchaser must inspect the condition of the local improvements installed by the Vendor, including but not limited to the curbs, gutters, sidewalks, etc., in, on or around the lot prior to commencement of construction in order to determine if any of these local improvements are damaged. Written notice of any damages must be submitted to the Vendor prior to purchasing the lot, failing which, costs for repairing damages for same shall become the sole responsibility of the Purchaser of the lot.

These requirements may be altered, amended or varied by the Vendor, Windermere Lands Ltd. at its sole and absolute discretion, and without any prior notice.

The Vendor, the Architectural Consultant, their servants, agents, contractors, appointees, shall not be held responsible or liable for the accuracy, enforcement or compliance with these Landscape and Exterior Requirements to any Owner, Purchaser and/or Builder within the subdivision.

Restrictive covenants(s) are registered on title of each lot.

Formal standards for development will be those as established in the City of Edmonton Land Use Bylaw. Conformity with these requirements does not supercede the required approval process of the City of Edmonton.

It is not the purpose of this process to check for compliance with applicable governing statutes and requirements. Incomplete submissions may be returned without review. Any changes to approved plans must be approved in writing prior to implementation.

1.0 APPEARANCE DURING CONSTRUCTION

The Builder and/or Purchaser are required to keep their lot(s) clean of garbage, debris, free of weeds and orderly during construction of the house and landscaping. The Builder and/or Purchaser are responsible for cleaning and removing any mud, clay, topsoil and debris that is tracked onto the streets or lanes from the lot(s). Builders and/or Purchasers found negligent will be back charged for the clean up carried out by the Developer.

2.0 LOT GRADING

Lot grading is to be consistent with the approved Subdivision Grading Plan. The costs of obtaining proper grading and drainage are the responsibility of the Builder and/or Purchaser.

All plot plans and stakeouts are to be completed by the Designated Surveyor.

Retaining walls are the responsibility of the Builder and/or Purchaser and must not compromise the grading design and drainage of the lot.

3.0 DRIVEWAYS AND FRONT WALKWAYS

All homes must have a driveway and front walkway. All driveways and front walkways are to be poured concrete, paving stone or an approved equivalent; gravel and asphalt driveways and front walkways are not permitted. The driveway width is not permitted to exceed the width of the garage face width. The front walkway is not permitted to extend to the city sidewalk unless it is at minimum the same offset from the driveway, as the front walkway is offset from the side wall of the garage, as per the approved plot plan. In addition the space between the driveway and the sidewalk, at minimum, sod and/or shrubs. All front walkways are to be a minimum 30" (inches) wide. All front walkways must be installed in the location as per the approved plot plan.

4.0 LANDSCAPING

Front and rear yard landscaping must be completed within twelve months of occupancy. The requirements outlined below identify the minimum requirements for each lot:

- a) Approved final grade certificate from the City of Edmonton;
- b) A minimum of 4" depth topsoil in the front and rear yard;
- c) Sod in the front and rear yard;
- d) A minimum of nine (9) shrubs in a prepared bed.

In the event that perennials are planted in lieu of shrubs, four (4) perennials will be considered equivalent to one (1) shrub;

The objective of the landscape requirements is to achieve greenery in all front and rear yards. For purposes of these landscape requirements, a typical front yard landscape will be assumed to include, at minimum, sod, a tree and a prepared shrub bed with nine shrubs. Purchasers will be permitted to include shrub bed mulch within the prepared shrub bed.

With the exception of the shrub bed mulch in the prepared shrub bed, large expanses of hard surface landscaping (included, but not limited to: mulch, rock mulch, wood mulch, concrete, asphalt, paving stones, and rock-scapes) will not be permitted.

If a purchaser does not wish to include sod in the front yard, the Purchaser must submit a detailed professional quality landscape design plan(s) to the Developer for review; the landscape design must include enough greenery to achieve the objective of the landscape requirements. The plan(s) must identify at minimum the common name of all proposed plant material coded to each individual plant, information outlining the intended hard surfacing, and labeling of any other items on the plan. The plan(s) must be drawn to a 1:100 or 1/4"=1'-0" scale. Two (2) copies of the plan(s) must be sent via mail or courier to the office of the Developer. The plans must be submitted fourteen (14) working days in advance of the desired construction start date and construction shall not commence until written approval is granted.

5.0 ACCESSORY BUILDINGS

Where visible from a public adjacency, accessory buildings must be consistent in design, style, finish and colour with the house. All accessory buildings are subject to the City of Edmonton landuse and related approvals by City of Edmonton.

6.0 FENCING

Fencing on lots, other than fencing provided, is the responsibility of the Purchaser to construct. If the Purchaser constructs a fence, it shall comply with the design requirements and colour set out in the Restrictive Covenant. Maintenance of all fencing on the lot including fencing constructed by the Developer is the responsibility of the Purchaser.

7.0 ACCESSORIES

An address plaque in a standardized style specific to the neighbourhood will be required on every home, as specified by the Developer (style to be determined). The cost to supply and install the plaque will be the responsibility of the Builder and/or Purchaser.

8.0 RECREATION EQUIPMENT AND COMMERCIAL VEHICLES

Recreation vehicles and commercial vehicles in excess of 1/2 tonne capacity shall not be stored on any property for more than 48 hours unless in a garage.

9.0 FRONT YARD TREE

The Developer will install one tree in the front yard of each lot. The size and the species of the tree will be determined by the Developer; requests to change the species of tree will not be considered, notwithstanding, the Developer will have the right to change the species of the tree as determined by availability from the landscape contractor, available planting space, and the location of above ground and below ground utilities and services.

Immediately following installation of the tree, the Builder and/or Purchaser will be responsible for the livelihood of the tree. In the event that the tree dies or is removed (for any reason), the Builder and/or Purchaser will be responsible to replace the tree. The tree must be replaced with a healthy tree of the appropriate size, species and in the same location as the original tree; alternate species and locations will not be considered.

Appropriate size will be considered a caliper measurement of the new tree that is equivalent to the caliper measure of the original tree, at the time it died or was removed. An appropriate size for all trees that have been planted in the lot for more than seven (7) years will be considered a minimum caliper measurement of 4" (100mm) or an approved alternative size at the discretion of the Developer or their assignees.

10.0 DEPOSITS

To ensure compliance with the landscaping and exterior requirements, the Purchaser is required to provide a \$2500 deposit to the Builder. The deposit will be refunded to the Purchaser, by the Builder, on satisfactory completion of the house construction and the Landscape and Exterior Requirements. Satisfactory completion will be determined by the Architectural Consultant through a Final Inspection and Final Approval process. Final Approval will not be granted, and the security deposit cannot be released until the Builder and Purchaser have met the requirements of Section 11.0.

11.0 FINAL INSPECTION

A Final Inspection Application Form must be prepared by the Builder on behalf of the Purchaser and forwarded to the Architectural Consultant. All applications must include the following information:

- a) Completed Final Inspection Application form.
- b) One copy of the final plot plan prepared by Designated Surveyor at 1:300.
- c) Construction completed, exterior and siteworks complete in accordance with these requirements and as per the house plan approval.
- d) Landscaping completed satisfactorily, as per the requirements outlined in this document.
- e) Rough grade certificate and approved grading inspection report from the City of Edmonton, Drainage Branch.
- f) Water valve exposed and marked.
- g) Sidewalks, street, gutters and curbs in clean condition.

The Final Inspection Applications will be accepted from May 15th – September 30th. Scheduling of Final Inspections cannot be guaranteed after September 30th.

Following the Final Inspection, a copy of the Final Inspection Report will then be forwarded to the Builder, with a copy to the Developer for appropriate action. Failure to comply with the requirements outlined in this document will require correction of any deficiencies and a re-inspection. A fee of \$250.00 per house will be required with each re-inspection; the Builder must provide a cheque with the request for the re-inspection.



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