

**RESTRICTIVE COVENANT
AND
DECLARATION OF BUILDING SCHEME**

**TO: THE REGISTRAR
OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT
EDMONTON, ALBERTA**

WHEREAS:

A. 1491096 ALBERTA LTD. (hereinafter called the “Developer”) is the registered owner of the SW1/4 Sec. 28 Twp. 53 Rge. 27 W4 located in Parkland County, and is subdividing the said land into Country Residential Lots each having a minimum size of Two (2) Acres. The subdivision will be named **SOUTHVIEW RIDGE**. The subdivision will be carried out under two (2) Phases of development was registered on November ??? 2010 as plan No. ????? is legally described as:

Plan: 1122433

Phase 1

Lots: 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27

Plan: 1324759

Phase 2

Lots: 30, 31, 32, 33, 34, 35, 36

Excepting thereout all mines and minerals.

The Restrictive Covenant has been applied equally and equitably and been registered against all Lots of this development as they were created in the previous stages of development;

B. The Developer has created and constructed the subdivision within which the Lots are located with a view to establishing and maintaining therein and thereon a prestigious residential housing community; and

C. The Developer is, pursuant to the foregoing, desirous of annexing to the Lots certain covenants, conditions and restrictions respecting the use of and construction and development upon and about the Lots, all to the mutual benefit of those several persons who may, from time to time, own one or more Lots;

NOW THEREFORE, the developer DOES 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 and provisions to run with the Lands and be binding upon the owner's from time to time of the Lots:

1. Definitions

In this Restrictive Covenant, including the preamble, the following words and expressions shall have the meaning herein set forth:

- a) "Developer" means 1491096 Alberta Ltd., and its successors assign and its successors entitled;
- b) "Development" means the residential subdivision plan registered.
- c) "Dominant Lands" means the lands described as such in Schedule "A" hereto;
- d) "Dwelling" means any residential dwelling constructed on any of the Lots;
- e) "Lands" means the Dominant Land and Servient Lands described in Schedule "A" hereto;
- f) "Lots" means the lots created by the subdivision of the lands;
- g) "Restriction" means the provisions, restrictions and stipulations contained in Paragraph 2 of this Restrictive Covenant;
- h) "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;
- i) "Servient Lands" means the lands described as such in Schedule "A" hereto.

2. Restriction

For each of the lots comprising the Servient Lands, for the benefit of the Dominant Lands, the restrictions, stipulations and provisions contained herein are to run with the lands.

3. Recitals from Part:

The recitals of fact and intent set forth in the foregoing and following are true and shall form an integral part of this Restrictive Covenant.

4. No Development Contrary to Development Control Restrictions:

No development shall be undertaken or continued in, upon or over any Lot nor any part thereof except that the same shall comply with and conform to the Development Control Restrictions set forth hereafter. (For the purposes of this Restrictive Covenant, the term "development" shall have ascribed to it the same meaning defined for that term in the ***Municipal Government Act*** - Alberta, and in any replacement statute therefore.)

The Development Control Restrictions set forth hereafter are established in addition to and not in substitution for any applicable municipal or Provincial standards or regulations.

5. Description of Development Control Restrictions:

The Development Control Restrictions referred to above are as follows:

5.1 No outbuilding or accessory building or structure of any nature or kind shall be placed nor erected upon any Lot until such time as a single family, residential dwelling house conforming to the requirements of these Development Control Restrictions has been constructed thereon. No more than one (1) single family, residential dwelling house shall be constructed on any Lot.

5.2 No development of any nature shall be undertaken upon any Lot unless and until:

- a) the owner of such Lot has provided the Developer with drawings and specifications showing the proposed development and any buildings and other improvements associated therewith in sufficient detail to satisfactorily illustrate:
 - the size, height and design,
 - the materials to be used in the construction and finishing, - the colors,
 - the setbacks, access and sitting,
 - the utility hook-ups and on-site water cisterns/wells and sewage services,
 - and the landscapingof any building or buildings to be constructed;
- b) the Developer has fully approved such drawings and specifications and has communicated such approval to the owner in writing; the Developer shall have the absolute discretion to approve or disapprove such drawings and specifications; and
- c) the owner has deposited with the Developer the sum of Fifteen Thousand (\$15,000.00) DOLLARS to be held by the Developer in a separate trust account, without liability for interest, as security for the due and timely compliance by the owner with the terms of these Development Control Restrictions.

The owner is entitled to have \$10,000.00 deposit returned by the Developer once the compliance with the terms of these Developmental Control Restrictions have been met and the Developer has been supplied with a copy of a Real Property Report and evidence that a water cistern or well of adequate size and volume has been constructed on the Lot including Sanitary Sewer System and confirm that the proper Septic Tank, Holding tank or field have been installed. The remainder \$5,000 will be returned once the driveway from the property to the house or any other out buildings is hard surfaced to the satisfaction of the Developer.

5.3 Any construction commenced on a Lot following the approval process described at Article 5.2 shall:

- a) proceed strictly in accordance with the drawings and specifications approved by the Developer pursuant to Article 5.2(b), subject only to such minor modifications as the Developer may, in its sole discretion, in writing and in advance, approve; and
- b) be completed, subject only to minor, seasonal deficiencies, within 18 months from the date of commencement of construction.

The Owner of the Lot shall remain liable to repair and replace any damage occasioned to the County roadways or Lot approaches running through the Affected Lands by such owner, his contractors and subcontractors in the course of construction, and construction shall be deemed to be incomplete until such repairs and replacements are made.

During construction stages complete lot including ditches and driveways will be kept clear and clean of any garbage or debris from any construction activities.

- c) All Driveways to be hard surfaced with concrete, pavement, paving stone or other approved hard surfacing by the developer within 2 years after occupancy

- 5.4 Single family, residential dwelling houses constructed on each Lot shall comprise a minimum, above grade floor area of no less than:

1,750 square feet in the case of a bungalow;

2,200 square feet in the case of a two story home;

2,200 square feet in the case of a split-level home or a 3-level split;

1,750 square feet in the case of a bi-level home, provided that the main level shall be above grade; and

1,100 square feet on the main floor, in the case of a one-and-a-half story home, provided that the minimum overall size is not less than 2100 square feet.

- 5.5 (a) Single family, residential dwelling houses shall be oriented on the Lot within the allotted building pocket or at the discretion of the developer.

Single family, residential dwelling houses must be designed with a frontage width of no less than sixty (60) feet, inclusive of any attached garage.

Dwelling locations on Corner Lots will be treated and approved separately by the Developer as the case may be.

(b) Front and/or road side Elevation must maintain a minimum of 25% stone or brick siding approved by the developer.

(c) Roofing finishes MUST be approved by the developer, no standard "barn" style roof shingles, must be architecturally pleasing and have a life span of no less than 15 years.

(d) House siding must be stucco, hardy board, brick, stone or other approved finish, any type of vinyl siding will not be an acceptable finish.

5.6 (a) All accessory buildings and outbuildings shall bear an exterior finish and design which is architecturally consistent with the single family, residential dwelling approved and constructed on the Lot.

(b) Accessory Buildings (Detached Garages, Sheds & Storage Buildings) shall not exceed a total of 1500 Square Feet inclusive of the area of garages and/or storage areas included or attached to the principal residence and provided that Parkland County has approved the discretionary use for same. The 1500 Square Foot maximum area excludes decks, patios, tennis courts & swimming pools.

5.7 The owner of a Lot shall, concurrent with the construction of the single family, residential home on the Lot, place and install a water cistern or well of sufficient capacity and design to provide for the domestic water needs of the occupants of the single family, residential home, all to the satisfaction and standards of Parkland County.

5.8 Parkland County has required that a restrictive covenant be registered against each lot to ensure that soil evaluations be taken by the lot owner / builder at the proposed building location to determine the required foundation recommendations.

5.9 It is likely that all house, garage and building foundations will require pile foundations. This is highly recommended due to the type of soils within the development. If required all design, and construction of such foundations will be at cost of the homeowner.

5.10 House colors to be earth tone colors only, no pastels or vibrant colors. All colors must compliment the adjacent homes and buildings. All colors to be submitted to the developer for approval prior to building approval.

5.11 All restrictive covenants will remain in effect for ever, all additions, separate buildings etc must follow the same guidelines as original construction.

5.12 the construction and use of any television or radio antennae unless first approved by the Developer, or any satellite dish in excess of 24";

5.13 the owner of any Lot must plant no less than ten (10) trees on any Lot within landscaped areas. Trees shall not have a butt or caliber less than 100 mm in diameter. Tree planting plan including the type of tree must be approved by the developer before the installation of any trees said. The owner may cull dead or diseased trees from the Lot, but must leave ALL living trees intact;

6. Prohibited Construction and Development:

The following developments and undertakings are declared prohibited on each of the Lots comprising the same, namely:

- 6.1 any commercial or industrial use (excluding Home Based Business Levels 1 & 2 as outlined in Parkland County Land Use Bylaw 15-00) not naturally or normally incidental, subordinate, and exclusively devoted to the principal, single family residential use of the Lot or to the single family, residential home located thereon;
- 6.2 any signage in relation to any commercial activity or venture whatsoever;
- 6.3 the movement on to any Lot of a building including, but not limited to, a single family, residential home from any other location;
- 6.4 mobile or modular homes of any size or description, provided that the developer may, in its sole discretion and subject to the remaining provisions of this Restrictive Covenant, permit the placement of a construction packaged home on a Lot if the same will not, in the Developer's opinion, compromise the integrity of the development and construction standards of the subdivision;
- 6.5 Quonset-style buildings or Quonset-style shops;
- 6.6 Fencing
- (a) barbed, line or page wire fencing, galvanized chain link,
 - (b) any fence in excess of five (5) feet in height
 - (c) within or on any portion of the front Sixty (60) feet of a Lot or within or upon the first Sixty (60) feet of any sideyard flanking on a public roadway; fencing on corner Lots will be approved and treated separately by the Developer as the case may be;
- 6.7 the use of a motor home or trailer for on-site residential or accommodation purposes for any period in excess of two (2) weeks;
- 6.8 motor homes, tractor trailer vehicles, large commercial trucks, tractors, recreational vehicles, unused vehicles, garbage and materials, shall at all times be stored in a garage or in a screened off area approved in form and manner by the Developer;
- 6.9 the use of any motor powered recreational vehicles offsite from the owners Lot or on adjacent Municipal or Environmental Reserve Lots dedicated within the subdivision, is strictly prohibited;
- 6.10 Lot grading must be in strict conformance with approved grading plans which follow the natural slopes of the land form, Grade variations should be absorbed within the building mass, to minimize steeper slopes and extreme contrasts between lots.
- 6.11 Shall not keep or allow to be kept, any animals upon the property except for domestic pets that are quiet (eg. Barking dogs or other such noise from any other animal is strictly prohibited) All domestic pets must be kept in a secured fenced area at all times no closer than 100 feet from front property line and 20 feet from any adjacent neighboring property. Dogs are to be kept within fenced areas of property at all times. Dogs will be kept on leash at all times outside of this area, which includes any environmental or municipal reserve within the subdivision.

6.12 Shall not place, build or construct any play structures, swing sets, tennis or sports courts, or pools in the front of any residential home built. Any such structures should be resistant to decay and painted to blend in with the overall color scheme of the house;

6.13 Store, keep or allow to remain any wrecked or partially dismantled cars salvaged materials, junk, garbage, or unsightly items or debris on ones property

6.14 Allow any weeds, excessive grass growth or unsightly trees to grow on property, this includes all vegetation on all ditches that touch on adjacent property lines up to hard surfaced areas;

6.15 Central Air conditioning and other mechanical hardware must be located where they are not visible to the street or park areas. Special consideration must be given to sound levels of operating mechanical equipment before it is permitted in the community.

6.16 Any security or additional lighting should not be of wattage or lumen count, which directly impacts neighboring properties. The use of exterior security systems is permitted if they do not alter the exterior detailing of the house.

6.17 any use or development not in compliance with any municipal, Provincial or Federal bylaw, regulation, statue or ruling.

7. Trash

7.1 Owners are responsible for their own trash pickup and will should contract with the local refuse company directly.

7.2 Trash is to be placed in suitable closable containers

7.3 No persons shall dispose, dump any waste or any other items in vacant areas which include but are not limited to vacant lots, ditches, municipal and environmental reserves.

7.4 Trash and trash containers will be kept out of site at all times other than for pick up on the scheduled date of pickup

8. Reserve Areas

8.1 The reserve areas which include municipal and environmental reserves are limited to homeowners and their guests only

8.2 Homeowners are responsible for any damage to reserve areas created by them or their guests

8.3 Pet owners must always have pets on leashes when walking dogs within reserve areas or any other areas of the subdivision. Pet owners must clean and dispose of all droppings within a plastic bag from pets in all areas of the subdivision.

8.4 Fire pits or any other recreational equipment that may damage the property are not permitted within these areas.

9. Final Inspection

9.1 To initiate the final inspection, a written request must be provided to the developer and must include grading certificate and the Developer's approval of same. Upon completion of the final inspection a copy of the final inspection report be forwarded to the developer. Written request should not be made until the following has been completed in full:

- (a) Construct completed, exterior completed in accordance with these guidelines and per the house plan approval;
- (b) Accessories installed;
- (c) Final grading completed and landscaping completed to the approved landscape plan;
- (d) All sidewalks, steps and hard surfaces clean;
- (e) Address plaque installed in an approved location.

10. The Developer:

10.1 The Developer may, from time to time and either permanently or temporarily, at its sole discretion, assign or otherwise delegate its various discretions and authorities hereunder (including, but not limited to, the discretion and authority to re-delegate or re-assign) to any third party including, but not limited to, any organization composed of one or more owners of Lots within the Affected Lands.

10.2 Nothing herein shall be taken or construed to:

- (a) require or otherwise oblige the Developer to take any steps to enforce the provisions of this Restrictive Covenant; nor
- (b) render the Developer liable for the failure of an owner of a Lot to adhere to or conform with the provisions of this Restrictive Covenant, it being the intention of this document that each and every owner of the various Lots comprising the Affected Lands:
- (c) remains responsible to abide by and comply with the provisions of this Restrictive Covenant; and;
- (d) may take steps, on his or her own or with others, to enforce the provisions of this Restrictive Covenant as against any other owner.

10.3 the Developer may set up the Southview Ridge Community Association with applicable by-laws , in reasonable form, at his reasonable discretion, and including the following concepts that will make all the Lot owners equal voting members of the association with the intent for the association owned lands or Municipal Reserve or Environmental Reserve lands:

- (a) The by-laws of the association will enable the association to assess each Lot owner a maximum annual fee of \$200.00 (or lesser amount) to be determined and used and accounted for by the association and their elected Board of Directors;

(b) The said assessed funds shall only be used for the maintenance and enforcement of the Restrictive Covenants and any beneficial interests or liability requirements that are common to the Lot owner's interest;

(c) The Developer shall remain in voting control of the association until 75 % of all of the Lots in the development have been sold;

(d) The homeowners association shall be entitled to and is hereby granted the right of distress together with all powers and remedies of an Encumbrance under the Land Titles Act (Alberta)

10.4 Provided that the Developer has acted in good faith in respect of the same, nothing herein shall render the Developer liable for any exercise or failure to exercise its various discretions and authorities hereunder.

11. Running With the Lands:

Any assignment, sale or transfer of the any Lot or any portion thereof shall be deemed to be made subject to the terms of this Restrictive Covenant, and the various restrictions, conditions and covenants contained in this Restrictive Covenant shall be construed to be and shall be covenants running with the and shall be appurtenant to and shall bind the same and all parts thereof for the mutual benefit of all persons who may, from time to time, own or occupy the of any Lot or any portion thereof.

12. Severability:

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 the remainder of this Restrictive Covenant or application of such Restrictive 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 of this Restrictive Covenant shall be valid and enforceable to the fullest extent permitted by the law.

13. Interpretation and Governing Law:

This document shall be interpreted in accordance with the laws of the Province of Alberta.

Dated at the City of Edmonton, in the Province of Alberta this _____ day of _____ 2010

1491096 ALBERTA LTD.

Per: _____

LOT OWNER

Name: _____

Per: _____