

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

012299676

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

RESTRICTIVE COVENANT, EASEMENT AND ENCUMBRANCE AGREEMENT

THIS AGREEMENT MADE THIS 6th day of SEPTEMBER, 2001

BETWEEN:

**PVWP GOLF CLUB MANAGEMENT LTD., in its capacity as
General Partner of the
BLACKHAWK GOLF CLUB LIMITED PARTNERSHIP
a body corporate incorporated under
the laws of the Province of Alberta
(hereinafter called the "the Developer")**

OF THE FIRST PART

- and -

**ESTATES AT BLACKHAWK COMMUNITY ASSOCIATION
a society incorporated under the Societies Act
of Alberta
(hereinafter called "the Homeowners Association")**

OF THE SECOND PART

- and -

**PARKLAND COUNTY
a municipal corporation incorporated under the laws
of the Province of Alberta
(hereinafter called "Parkland County")**

OF THE THIRD PART

WHEREAS:

- A. The Developer is registered as owner of lands in Parkland County, southwest of the

City of Edmonton, Alberta as described in Schedule "A" hereto (each lot on said lands being hereinafter called a "Subdivided Lot" and all the said lands collectively being hereinafter called the "Estates at Blackhawk Lands");

- B. The Developer as owner of the lands has agreed to restrict the rights and use and development of the Estates at Blackhawk Lands for the purposes of maintaining, preserving and enhancing the overall appearance, quality and value of the lands by maintaining certain standards including standards relating to fencing, grading, landscaping and construction and development of the Estates at Blackhawk Lands;
- C. The Homeowners Association is (or may become) the holder of easements and other rights in, to and under and over portions of Subdivided Lots within the Estates at Blackhawk Subdivision, including:
- (i) easements to allow the Homeowners Association access to the sewage holding tanks on each Subdivided Lot as to allow for the pump out of sewage to ensure that there will be no spillage or leakage from the sewage holding tanks; and
 - (ii) easements and other rights for maintenance of Subdivision Features; and
 - (iii) such other easements as the Homeowners Association deems appropriate for the overall benefit of the Estates at Blackhawk Subdivision and its owners;
- D. The Developer is registered as owner of the adjoining golf course lands as legally described in Schedule "A" (The "Golf Course Lands")

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS

IN THIS INSTRUMENT the following items have the following meanings:

1.1 "Approving Authority" means:

1.1.1 The Developer until the earlier of the initial development of each of the Subdivision Lots or until the Developer transfers such authority to the Homeowners Association; or

1.1.2 Thereafter, the Homeowners Association by Special Resolution.

1.2 "Developer" means Blackhawk Golf Club Limited Partnership, as represented by its General Partner, PVWP Golf Management Ltd.

1.3 "Homeowners Association's Costs" for any period shall mean any and all costs incurred or to be incurred in such period (including without limitation reasonable reserves for future maintenance, repair and replacement costs) by the Homeowners Association in and in respect of carrying out and exercising its rights, duties and obligations hereunder, as determined by the Board of Directors of the Homeowners Association from time to time.

1.4 "Estates at Blackhawk Lands" means all those lands described in Schedule "A" hereto.

1.5 "Estates at Blackhawk Subdivision" means the Estates at Blackhawk Lands.

1.6 "Golf Course Lands" means those lands described as such in Schedule "A" attached hereto.

1.7 "Material Alteration" means:

1.7.1 any addition to the building situate on a Subdivided Lot;

1.7.2 any change in the materials or colours or textures utilized in the exterior cladding of the building that significantly affects the style or appearance of the building or is inconsistent with the style or appearance of other buildings within the Estates at Blackhawk; or

1.7.3 any structural change to the exterior of the building.

1.8 "Parcel" means any one of the lots described in Schedule "A" hereto.

1.9 "Public Lands" means public roadways and reserves and other lands from time to time dedicated to Parkland County for public use including but not

limited to Public Reserves 101, 102, 103 and 104.

- 1.10 "Service Charge" for a particular Subdivided Lot shall mean a sum equal to:
- a) the cost of sewage removal from such Subdivided Lot on such regular interval as is deemed advisable by the Homeowners Association; and,
 - b) 1/36th portion of the general costs incurred by the Homeowners Association from time to time.
- 1.11 "Subdivision Features" means entrance signs or gates at the entrance to the Subdivision and all other features located within the Estates at Blackhawk Subdivision that are not within any Subdivided Lot or for the general benefit of the members of the Homeowners Association.
- 1.12 "Subdivided Lot" means any lot on said lands in Schedule "A" hereto.
- 1.13 "Term" means the period commencing on the date hereof and expiring on the 99th anniversary of the date hereof.

2. RESTRICTIVE COVENANTS

The Developer, as registered owner in fee simple of all of the Estates at Blackhawk Lands, and each of the Subdivided Lots within Estates at Blackhawk Lands and the Golf Course Lands, subject to such liens, encumbrances and interests as are notified by memorandum underwritten, in consideration of the premises and the mutual covenants herein contained, on its own behalf and on behalf of its successors in title to each such Subdivided Lot and the Golf Course Lands, does covenant and agree as registered owner of each of the remainder of the Subdivided Lots within the Estates at Blackhawk Lands and the Golf Course Lands described in Schedule "A" hereto that:

Architectural and Landscape Guidelines - Estates at Blackhawk Lands

- 2.1 The restrictions that shall apply to each Subdivided Lot within the Estates at Blackhawk Lands are the following:

- 2.1.1 There shall not be any use of or any form of development or construction on, under or over the Subdivided Lot which may be contrary to the provisions of Schedule "B" attached hereto.
- 2.1.2 Notwithstanding the foregoing 2.1.1, the owner of a Subdivided Lot may make use of or may develop or construct upon the Subdivided Lot in variation of the provisions of Schedule "B" attached hereto, but only if such use, development or construction is first approved in writing by the Approving Authority, which approval may be unreasonably or arbitrarily withheld. Provided further however, the provisions in Schedule "B" dealing with sewage holding tanks and cisterns may not be amended or varied without the prior written consent of Parkland County.
- 2.1.3 Nothing in this paragraph 2.1 shall prevent any owner or occupant of a Subdivided Lot from effecting repairs to a building restoring the same to substantially the same state of appearance, design and use applying after its initial construction (or approved alteration).
- 2.2 The land use and occupancy restrictions described in paragraph 2.1 as being applicable to the Estates at Blackhawk Lands shall be and be deemed to be covenants running with the Estates at Blackhawk Lands and each Subdivided Lot therein and shall enure to the benefit of all other Subdivided Lots in the Estates at Blackhawk Lands, and may accordingly be enforced in respect of any Subdivided Lot for the benefit of which they have been granted by the owner of such Subdivided Lot and by the Homeowners Association.

Water and Sewage Systems - Estates at Blackhawk Lands and Golf Course Lands

- 2.3 Each owner of a Subdivided Lot or any portion of the Golf Course Lands shall not:
- a) obtain any portable water other than through the use of cisterns; and,

- b) dispose of any sewage other than through sewage holding tanks which will allow for the pumping out of and disposal of sewage by the Homeowners Association as to avoid any spillage or leakage from such tanks.

- 2.4 The water and sewage restrictions described in paragraph 2.3 applicable to the Estates at Blackhawk Lands and the Golf Course Lands shall be deemed to be covenants running with the Estates at Blackhawk Lands and each Subdivided Lot therein and the Golf Course Lands and shall enure to the benefit of all other Subdivided Lots in the Estates at Blackhawk Lands, and may accordingly be enforced in respect to any Subdivided Lot and the Golf Course Lands for the benefit of which they have been granted by the owner of each Subdivided Lot and by the Homeowners Association.
- 2.5 Except for the obligations in this Agreement concerning sewage holding tanks and water cisterns, the said covenants and conditions shall not personally be binding or enure to the benefit of the Developer or its successors or assigns in title except while it or they remain the legal or beneficial owner of any of the parcels.

3. THE HOMEOWNERS ASSOCIATION

3.1 Membership and Voting Rights

- 3.1.1 Every owner in fee simple of a Subdivided Lot within the Estates at Blackhawk Subdivision shall be entitled to be a member of the Homeowners Association, subject to and bound by the Homeowners Association's Application for Incorporation, By-laws, Rules and Regulations, and this Agreement. The foregoing does not include persons or entities who hold a leasehold interest or interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Subdivided Lot is owned by two or more persons or entities, or other legal entity, all such persons or entities shall be members but they shall have voting rights limited as herein set out. An owner of more than one Subdivided Lot shall be entitled to membership in respect of each Subdivided Lot owned by him. Membership shall be appurtenant to and may not be separated from ownership of any Subdivided Lot, and entitlement to it shall be automatically transferable by conveyance or other transfer of that Subdivided Lot.

Anyone who ceases to be an owner of a Subdivided Lot shall ipso facto cease to be a member.

3.2 RIGHTS AND OBLIGATIONS OF THE HOMEOWNERS ASSOCIATION

- 3.2.1 Responsibilities. The Homeowners Association shall be responsible for the management and control of all Subdivision Features, and shall keep the same in good, clean and proper condition, order and repair. Such responsibilities shall include the obligation to cause the disposal of sewage from each Subdivided Lot to ensure that there will be no spillage or leakage from the sewage holding tanks.
- 3.2.2 Implied Rights. The Homeowners Association may exercise other rights or privileges given to it expressly by this Agreement, its Articles or By-laws, or by law and every other right or privilege reasonably necessary to effectuate the exercise of any right or privilege granted herein or therein.

4. COVENANT FOR MAINTENANCE ASSESSMENTS

- 4.1 There shall be payable to the Homeowners Association from time to time, as assessed and levied by the Homeowners Association from time to time, by the registered owner in fee simple of each developed Subdivided Lot a Service Charge.
- 4.2 The Developer hereby, as registered owner in fee simple of each of the Subdivided Lots within the Estates at Blackhawk Lands (as described in Schedule "A" hereto), subject to such liens, encumbrances and interests as are endorsed hereon, grants to the Homeowners Association a Service Charge as against and in respect of each developed Subdivided Lot. ✓
- 4.3 The registered fee simple Owner from time to time of each Subdivided Lot shall pay the Service Charge applicable to his Subdivided Lot as and whenever required by the Homeowners Association. The Board of Directors of the Homeowners Association shall from time to time estimate the Homeowners Association's Costs (including without limitation reserves for maintenance, repair and replacement costs) for such period as it deems convenient to its administration and shall notify each Owner of the amount of such estimates of the Owner's share thereof (that is, his Service Charge)

by notice in writing delivered to or on, or mailed by ordinary mail to the address of any dwelling situate on, each Subdivided Lot. Each such estimate shall state an annual payment amount for the Service Charge payable for the period such as will (if paid) pay the full amount of such estimate within the period. The Service Charge for each Subdivided Lot shall be the sum so notified by the Homeowners Association as applicable to the Subdivided Lot and the monthly payment shall be due and payable commencing on the 1st day of the month following the closing date of the purchase of the Subdivided Lot.

- 4.4 The said Service Charge shall run with and bind the title to each respective Subdivided Lot.
- 4.5 The Board of Directors of the Homeowners Association shall be the sole determiner of the Homeowners Association's Costs and the amount of the Service Charge from time to time; and a certificate stating the same and signed by two or more Directors of the Homeowners Association, shall be conclusive and binding on all Owners within the Estates at Blackhawk Subdivision.
- 4.6 Any Service Charge not paid when due shall bear interest (and the Owner of the Subdivided Lot in default shall pay interest on Service Charge in default) at the rate of FIVE (5%) per cent per annum in excess of the calculated Bank of Montreal Prime Interest Rate defined as the annual rate of interest announced from time to time by the Bank of Montreal as a reference rate then in effect for determining interest rates on Canadian Dollar Commercial Loans in Canada, not in advance, from the date due until paid, and such interest shall be and is hereby a charge upon the Subdivided Lot.
- 4.7 All legal costs, as between a solicitor and his own client, incurred in respect of the enforcement of this Encumbrance are secured hereby and shall constitute a charge upon the Subdivided Lot.
- 4.8 The Homeowners Association shall be entitled to and is hereby granted the right of distress together with all powers and remedies of an Encumbrancee under the Land Titles Act (Alberta).
- 4.9 The Homeowners Association shall be at liberty, in its sole discretion, to postpone the Rent Charge and Encumbrance herein provided for, in respect of any Subdivided Lot, to a registered first mortgage of such Subdivided Lot, but has no obligation to provide such postponement.

5. **EASEMENT**

5.1 For the consideration aforesaid, the Developer for itself and its successors and assigns, as registered owner in fee simple of each of the Subdivided Lots within the Estates at Blackhawk Lands hereby grants to itself for itself and its respective successors and assigns and to the Homeowners Association for itself and its successors and assigns, the easement, right, license and privilege for the Term of this Agreement to enter upon, do work and maintenance and to pass and repass, subject to the limits and conditions hereafter set out, over all portions of the Subdivided Lots (and each Subdivided Lot respectively) for the purposes in accordance with this Agreement. Such right, license, easement and privilege shall run with and bind the title to the Subdivided Lots and all successors and assigns of the Developer, shall be covenants running with the Subdivided Lots, and shall be for the purposes and subject to the following limits: ✓

5.1.1 The purpose shall be for sewage removal and for ensuring that the sewage holding tanks and water cisterns are installed, maintained and replaced in accordance with the terms of this Agreement and the installation, construction, inspection, maintenance, repair and replacement of the Subdivision Features together with the appurtenances incidental thereto for the purpose set out in paragraph 3.2 of this Agreement.

5.1.2 Such rights, easements, privileges and licenses shall include the right to enter and carry out the said purposes by or through servants or agents and with or without all manner of machinery necessary or suitable for the said purposes.

6. **SEWAGE REMOVAL OBLIGATIONS**

6.1 The Developer agrees on behalf of itself and future Owners of the Golf Course Lands that it will cause the pumping out and removal of sewage from the Golf Course Lands at such times as to ensure that there shall be no spillage or leakage from the sewage holding tanks.

6.2 The Developer agrees on behalf of itself and future Owners of the Golf

Course Lands that it shall ultimately be responsible to cause the removal of sewage from each of the Subdivided Lots should the Homeowners Association fail to do so. In this regard, it is agreed the Developer and future Owners of the Golf Course Lands shall have the right to exercise the Easement Rights provided to the Homeowners Association to access the sewage tanks to allow for sewage removal. In such event, the Developer shall be entitled to be reimbursed for its costs by each owner of a Subdivided Lot as regards to the sewage removal from such lot.

6.3 It is agreed that:

- a) Should the Developer and future Owners of the Golf Course Lands fail to ensure the required pump-out and removal of sewage from the Golf Course Lands or that the sewage holding tanks are properly installed, maintained and replaced in accordance with the requirements set out in Schedule "B" hereof; or
- b) Should the Homeowners Association or ultimately the Owner of the Golf Course Lands fail to complete the required removal of sewage from the Subdivided Lots; or,
- c) Should the Homeowners Association or the Developer or both fail to ensure that portable water for the Subdivided Lots and the Golf Course Lands are provided by cisterns only,

then Parkland County shall be entitled to gain access to the golf Course Lands and the Subdivided Lots to cause such proper and required removal of the sewage and to ensure that the sewage tanks and water cisterns are installed, maintained or replaced in accordance with Schedule "B" hereof and shall be able to charge the owner of particular lands involved. It is agreed that such particular lands shall be charged and encumbered by any such costs or charges incurred by Parkland County.

- 6.4 The Homeowners Association and the Developer and future owners of the Golf Course Lands agree and shall indemnify Parkland County for all costs and expenses incurred by Parkland County in enforcing, completing or correcting any of the obligations of the Homeowners Association and/or the Developer and future owners of the Golf Course Lands and the Subdivided Lots contained herein concerning the sewage tanks and water cisterns including, but not limited to, the installation, ongoing sewage removal, maintenance or replacement thereof.

7 **TERM**

7.1 This Agreement and the rights, licenses, interest, privileges and charges hereby granted shall be for a term of ninety-nine (99) years commencing on the date hereof and expiring on the ninety-ninth (99) anniversary of such date.

8 **MISCELLANEOUS**

8.1 Subject to paragraph 2.2 of this Agreement, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

8.2 The Developer shall have the right to assign any and all of it's rights under this Agreement. Provided however, the Developer shall not have the right to assign any of its rights with respect to sewage holding tanks and cisterns rising out of this Agreement without prior written consent from Parkland County.

8.3 If any part of this Agreement shall be void, unlawful or unenforceable for any reason whatsoever, such part shall be severable from this Agreement without affecting or derogating from the validity and enforceability of the remainder hereof.

012-209676-511
TTS-929602-210

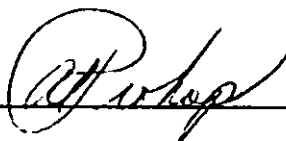
IN WITNESS WHEREOF the parties hereto have each hereunto affixed its respective seal as witnessed by the hands of its proper officers duly authorized in that behalf as of the day and year first above written.

**PVWP GOLF CLUB MANAGEMENT LTD.,
in its capacity as General Partner of the
BLACKHAWK GOLF CLUB LIMITED PARTNERSHIP**

PER:  (c/s)

PER: _____

ESTATES AT BLACKHAWK ASSOCIATION

PER:  (c/s)

PER: _____

PARKLAND COUNTY

PER:  (c/s)

PER: _____

SCHEDULE "A"

ESTATES AT BLACKHAWK LANDS

Lots 1 through 32 inclusive and lots 34, 36, 38 and 40

Plan 012 4255

GOLF COURSE LANDS

- a) ALL THAT PORTION OF THE SOUTH WEST QUARTER SECTION EIGHT (8)
TOWNSHIP FIFTY ONE (51)
RANGE TWENTY FIVE (25)
WEST OF THE FOURTH MERIDIAN IN THE SAID PROVINCE WHICH LIES TO
THE NORTH OF THE LEFT BANK OF SASKATCHEWAN RIVER AS SHOWN
ON A PLAN OF SURVEY OF THE SAID TOWNSHIP SIGNED AT OTTAWA ON
THE 19TH DAY OF JULY A.D., 1909 CONTAINING 46.5 HECTARES (115
ACRES) MORE OR LESS.
EXCEPTING THEREOUT ALL MINES AND MINERALS

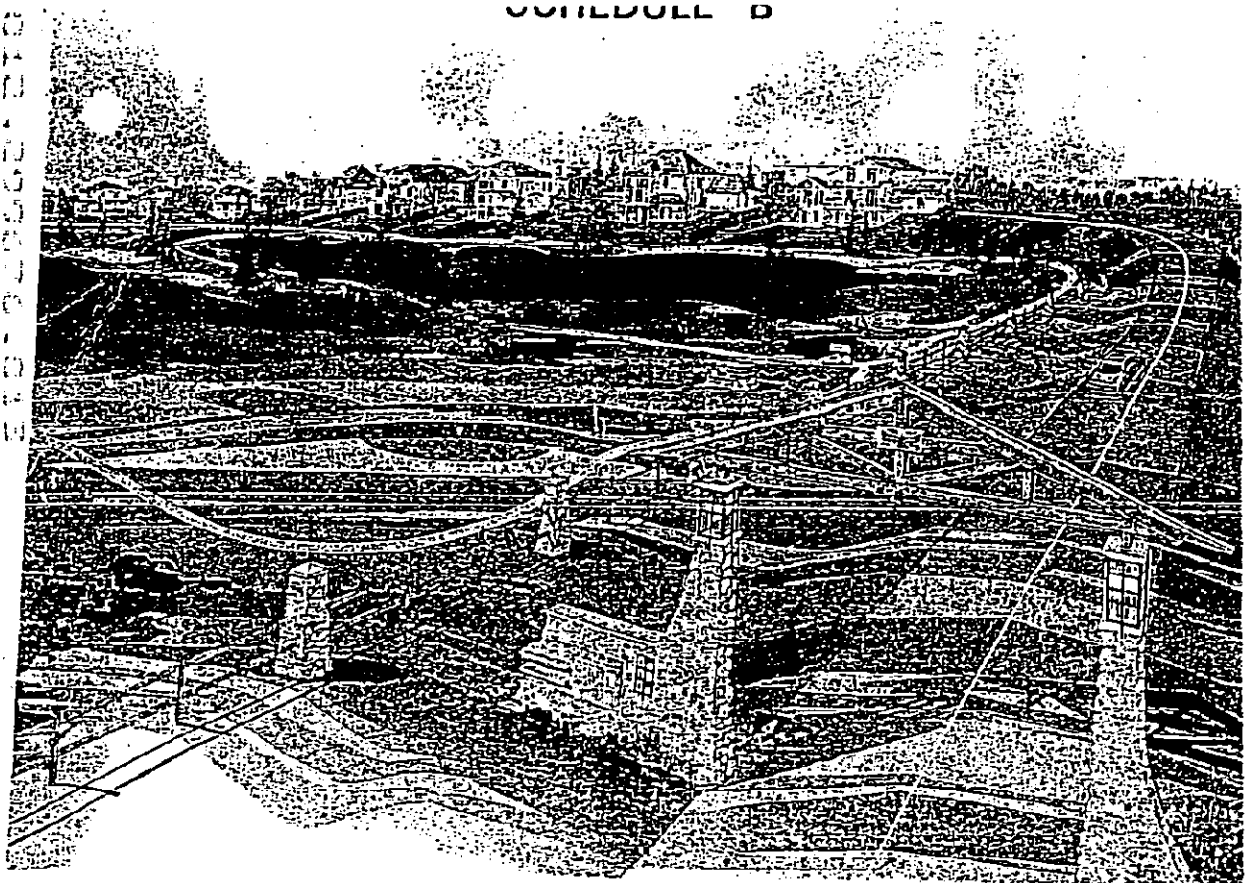
SECOND

ALL THAT PORTION OF THE SOUTH EAST QUARTER OF THE SECTION
EIGHT (8)
TOWNSHIP FIFTY ONE (51)
RANGE TWENTY FIVE (25)
WEST OF THE FOURTH MERIDIAN IN THE SAID PROVINCE WHICH LIES TO
THE NORTH OF THE LEFT BANK OF SASKATCHEWAN RIVER AS SHOWN
ON A PLAN OF SURVEY OF THE SAID TOWNSHIP SIGNED AT OTTAWA ON
THE 19TH DAY OF JULY A.D., 1909 CONTAINING 2.87 HECTARES (7.1
ACRES) MORE OR LESS.
EXCEPTING THEREOUT ALL MINES AND MINERALS.

- b) PLAN 012 4256
LOT 42
EXCEPTING THEREOUT ALL MINES AND MINERALS
(E. ½ SEC. 7 - 51 - 25 - 4)

001100LL B

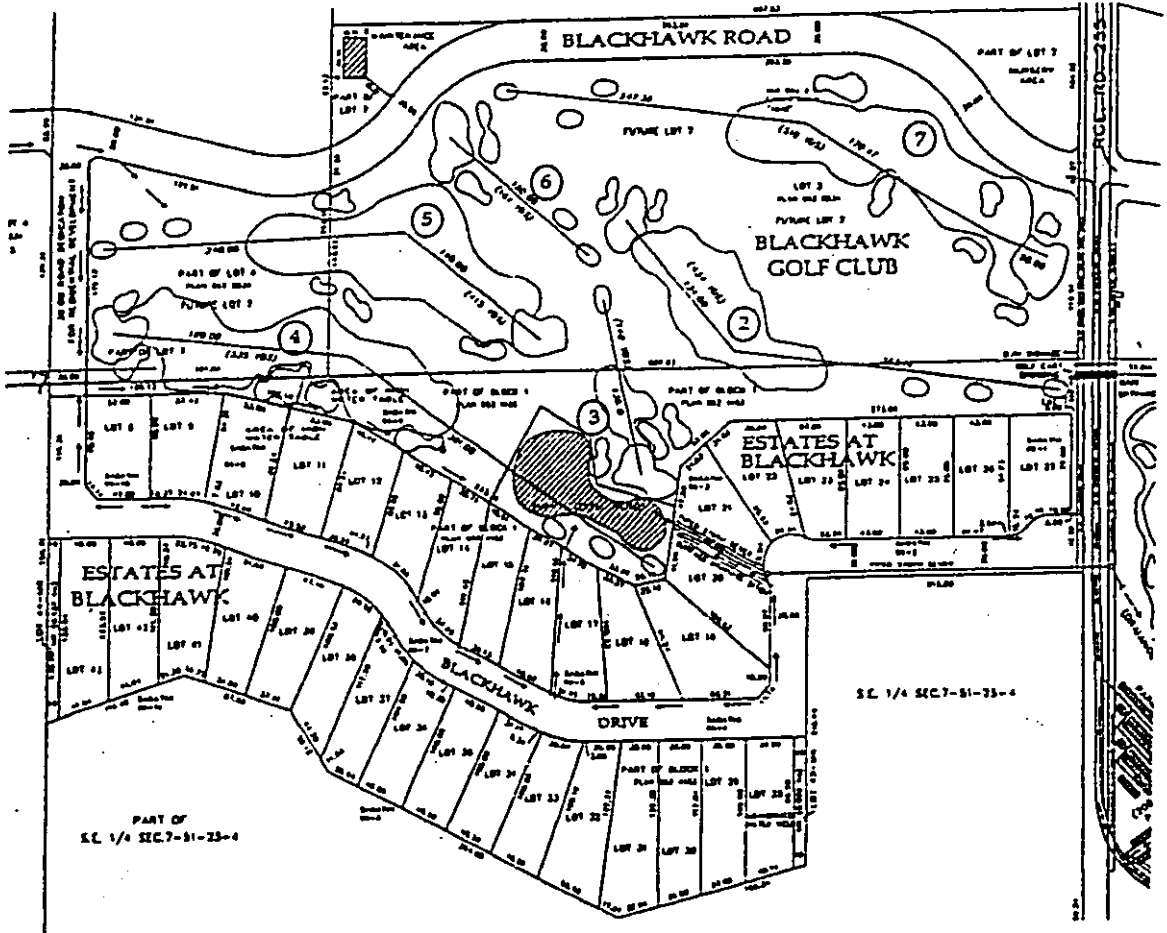
0
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100



THE ESTATES AT
BLACK HAWK
ARCHITECTURAL AND LANDSCAPE GUIDELINES

Prepared by:

February 2001



Area Affected By These Guidelines

THE ESTATES AT BLACK HAWK

ARCHITECTURAL AND LANDSCAPE GUIDELINES

INTRODUCTION

The document outlines the opportunities and constraints associated with The Estates at Black Hawk development and provides a set of subdivision guidelines which will direction homebuyers, designers and builders towards appropriate building forms and details.

House plans will be reviewed in terms of their adherence to these guidelines.

APPLICANTS MAY PROVIDE ALTERNATIVE DETAILS TO THOSE OUTLINED IN THE GUIDELINES PROVIDED THAT IT IS DEMONSTRATED THAT CONFORMITY TO THE OVERALL OBJECTIVES FOR THE QUALITY OF THE AREA IS BEING MAINTAINED.

DESIGN GUIDELINE OBJECTIVES

There are two primary objectives that have been considered in developing the Architectural and Landscape Guidelines:

1. The Quality of the Community – the Design Guidelines are the mechanism which encourages the community to be of a high level of quality, reflecting an image appropriate to the setting.
2. The Style of the Community - the general architectural theme will encourage homes in a traditional heritage style, i.e. West Coast, Modern, Cape Cod, Tudor, etc.

More contemporary designs may be considered providing the plans address the following:

- colour, including trim materials, must be consistent with the rest of the subdivision and / or adjacent lots;
- massing must complement roof slopes and scale of more traditional housing types;
- elevations, must avoid large expanses of wall surfaces and too great a variety of materials;
- design details should incorporate more traditional elements including roof overhangs, contrasting trim materials and traditional window treatments.

1.0 ARCHITECTURAL GUIDELINES

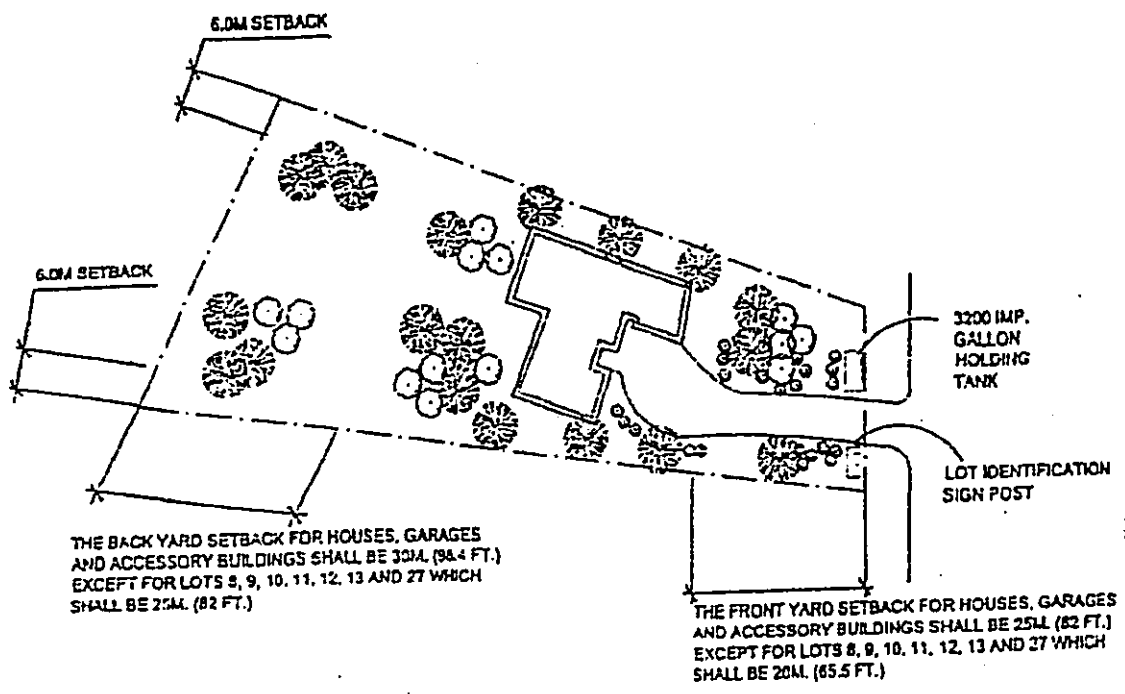
1.1 Setbacks / Separation Space / Front Yard Landscaping

The front yard setback for houses, garages and accessory buildings shall be 25 m. (98.4 ft.) except for Lot 8, 9, 10, 11, 12, 13 and 27 which shall be 20 m (82ft).

The back yard setback for houses, garages and accessory buildings shall be 30 m. (98.4 ft.) except for Lot 8, 9, 10, 11, 12, 13 and 27 which shall be 25 m (82ft).

Side yards shall be a minimum of 6 m.

Refer to Developer's Site Plans for individual lot build zone.



Lot. 5 Example of Setbacks

1.2 Minimum Building Size

- .1 Residences, excluding the garage, are to be a minimum of 1,750 S.F. for a bungalow and 2,700 S.F. for a 2 storey.

1.3 Front Yard Landscaping

- .1 All lots shall have a minimum of 3 Coniferous Trees (minimum 3.6 meters in height) and 4 Deciduous Trees and 20 Shrubs of various species (minimum 5 gallon containers) in the front yard.
- .2 All Side Yards shall have a minimum of 3 Coniferous Trees (minimum 3.6 meters in height) in each side yard and shall be located to ensure privacy of windows from adjacent lots.
- .3 All Rear Yards shall have a minimum of 3 Coniferous Trees (minimum 3.6 meters in height) and 4 Deciduous Trees (minimum 2" caliper).
- .4 No grass shall abut the front of the house or the garage. Landscape features incorporating shrubs and flowerbeds shall be provided.

1.4 Lot Identification

- .1 All lots shall construct a lot identification post as per the attached Sketch in Appendix No. 1. Lot Identification Post to be located as shown on the Lot Build Zone Plan.

1.5 Siting and Site Coverage

The maximum site coverage is 40% for house and attached garage.

The siting of dwelling units shall reflect the site attributes of topography, views, exposure to sunlight and the need for privacy. Lots should be examined to encourage siting such that proper lot drainage is achieved.

Driveways are to be sited in accordance with the Driveway Plan which is to be obtained from the Developer.

1.6 **Massing and Building Heights**

The maximum building height is 12.2 m. (40 ft.). The minimum roof pitch is 8:12.

The intent is to provide an overall site composition of sloped roofs while allowing for an expression of uniqueness for individual residences and the internal functions of each house.

Maximum floor area of houses shall not exceed 40% of lot area.

Houses on corner lots are to have full elevation treatments adjacent to both streets.

1.7 **Lot Grading**

Lot grading is to follow the natural slope of the landform and is to be consistent with the Subdivision Grading Plan. The lot grading must conform to the lot grading plan. Plot plans shall be submitted and reviewed by the Owner prior to Building Permit Application. Final grade certificates must be prepared by an Alberta Land Surveyor showing that lot grades comply with the Subdivision Grading Plan as a condition for refund of security deposit.

1.8 **Repetition**

Designs with approximately identical house elevations may not be repeated within Subdivision.

To be different means that there is a significant change in feature such as roof slopes, size and location of windows and doors, colours and finish materials. A change of material alone and reversing the plan is not sufficient.

1.9 **Out Buildings**

Any Buildings or Shed(s), etc. that are not attached to the Main Building are not allowed.

2.0 **MATERIALS**

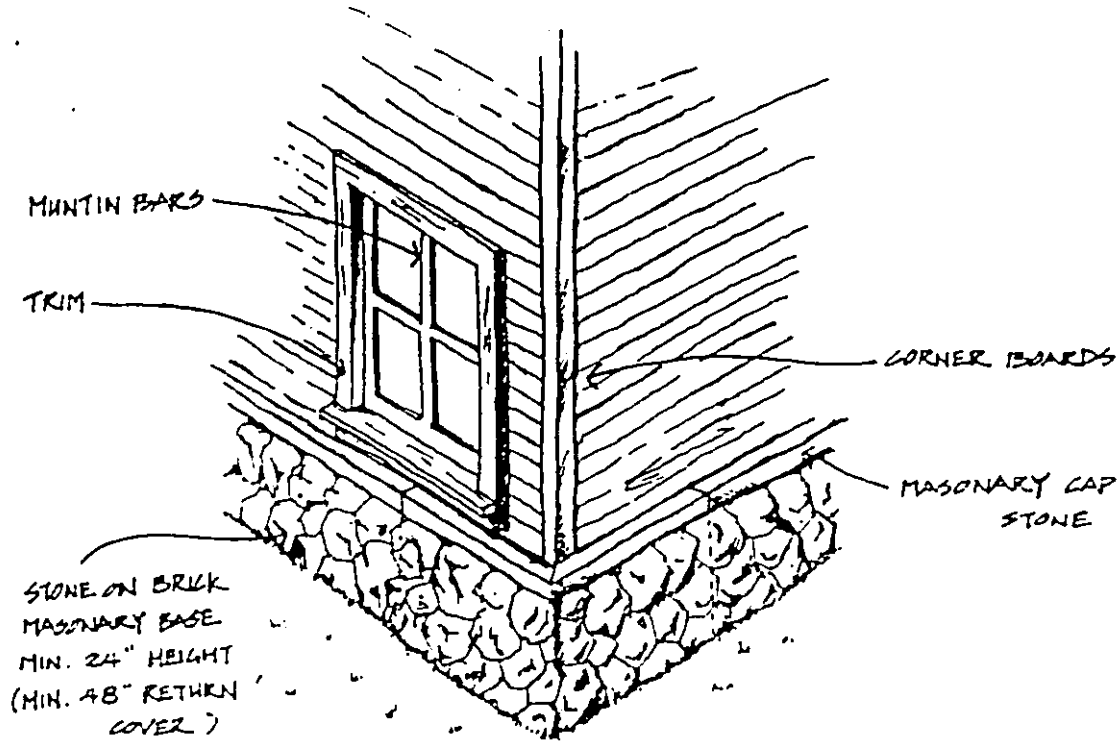
2.1 **Roof Material**

The roof is to be cedar shakes or 3 dimensional asphalt shingles or clay tile.

All roof stacks, flashing, etc., are to be painted out to match roof colour. All fascia board ends are to be cut within 10 degrees of vertical.

Rain water leaders, eavestroughs and fascias should match the trim colour as selected. Soffits are to be prefinished metal on houses with vinyl or aluminum siding and wood on houses with wooden siding.

Overhangs on upper levels are recommended to be 1'-0" to 1'-6", and on lower levels are to be 2'-0". All homes must have an overhang.



Window frames are to be pre-finished metal, PVC or wood in a complementary color to the residence. All window openings are to have 4" trim boards, painted or stained to match house trim. As alternatives to 4" trim boards stone or masonry trim, mouldings, window boxes and window shutters, will be considered. If muntin bars are used, then these shall be of solid materials, not tape.

Front doors will be relief panel doors of solid construction, painted or stained.

Garages are to be finished in a similar design and materials to the house. Garage doors are to be painted or stained wood. Aluminum doors are allowed provided that they have the appearance of wood (painted) and are complimentary to the style of the house.

Exterior lighting will be a minimum of three lights per house, one on either sides of the garage doors, and one on the wall by the front door.

2.4 Colours

All exterior colour schemes must be approved. Houses with schemes that detract from the street will be rejected.

Three colour schemes are acceptable:

Natural low contrast - natural coloured wood stain (solid or semi-transparent) with blending trim colour.

Natural high contrast - natural coloured wood stain (solid or semi-transparent) with contrasting trim colour.

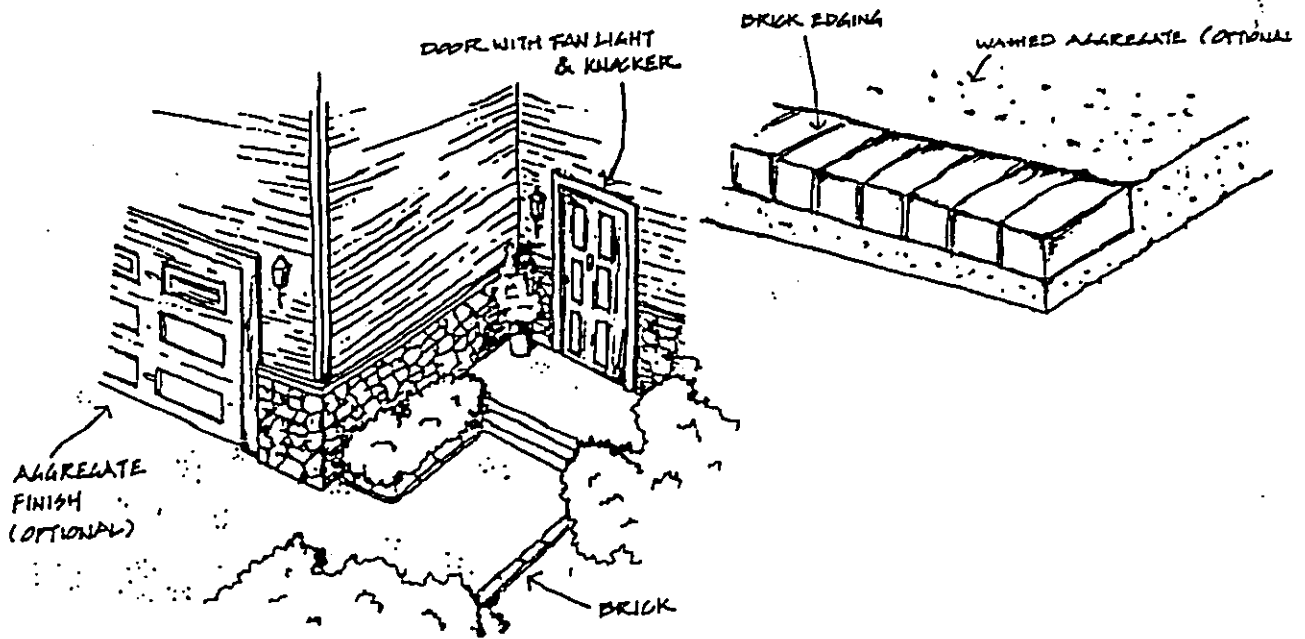
"Heritage" colours - with contrasting trim and shutters on traditional house designs such as Cape Cod. Stucco as a "feature panel" material should be off-white, bone, cream, beige, etc. Darker colours require a colour sample. Application should be sand float or "California" style. Swirled finishes are not acceptable.

2.5 Driveway and Garages

Desirable slopes of driveways are 5% or less. Absolute maximum driveway slopes are 8%. Driveways and approach to tie into front roadway are to be one of the following:

- exposed aggregate;
- paving stone,
- concrete with brick edging,
- concrete with inlaid brick or stone pattern.

All houses are to have minimum three-car attached garages and are to be sited to be parallel / or perpendicular to the house. Driveways are to be located in accordance with the Driveway Plan, which may be obtained from the Developer. No straight Driveways are allowed, all Driveways must have some radial configuration.



3.0 LANDSCAPING

3.1 Front Yard Landscaping

Landscaping of the front yards should be designed to enhance individual homes and specific sites. Plants should be chosen from species which complement house colours and neighbouring lots. Sketch landscape plans will be provided by the Builder to the Developer at the time of submission of house plans.

3.2 Tree Retention

Existing trees outside the building footprint are encouraged to be retained unless unsafe. Builders are responsible for tree retention during siting and construction of houses.

3.3 Fencing

The Developer shall fence the rear yards of the golf course lots with a black chain link fence.

Side yard fencing shall be permitted from the rear of the house to the rear of the lot only. Fencing styles permitted are black chain link or black wrought iron and shall be 4 feet in height.

No front side yard or front yard fencing.

Homeowner may choose to fence the rear of the river lots also in black chain link.

4.0 OTHER IMPORTANT GUIDELINES

4.1 Signage

Only "For Sale" signs will be allowed in Subdivision and are to be the approved standard format.

4.2 Recreation Equipment and Commercial Vehicles

Recreation vehicles, satellite antennas and commercial vehicles in excess of $\frac{3}{4}$ ton capacity shall not be stored in the front yard or driveway of any property between the building line and the road, and, if otherwise stored on the property, shall be screened to reduce unattractive visibility of such vehicles or equipment from abutting streets and adjacent homes.

4.3 Appearance During Construction

The Builder and / or Owner is required to keep the lot clean and orderly during construction. There will be no burning of garbage. Builders found negligent will be back charged for clean up carried out by the Developer.

No trees, shrubs, lawns, fencing, buildings or other site improvements should be allowed to fall into a state detrimental to the subdivision.

4.4 Sump Pumps

Weeping tiles if required are to should drain to a sump pump and the flows will be discharged to the surface by means of a sump pump. This configuration should comply with Municipal and Provincial standards.

5.0 APPROVAL PROCESS

5.1 Initial Submission

The Builder shall submit two (2) copies of the following information to the Developer along with a security deposit in the amount of \$5,000.

- drawings of the house (plans, elevation and sections at 1:50 or 1/4" = 1'-0");
- a site plan identifying lot grades, floor elevations, setbacks, house location and driveway slope at 1:100 or 1/8" = 1'-0", prepared by the Designated Surveyor;
- a plan of the proposed front yard landscaping for the lot and indication of fence option and colour;
- a completed Application Form for House Plan and Siting Approval (indicating colours, materials and other specific information as requested in the form);
- all proposed Outbuildings are to be shown.

Copies of forms are enclosed in these guidelines.

The Developer's Designated Design Consultant shall review the plan and recommend approval or rejection of the application based on the adherence of the plans to the guidelines. The Developer will make the final decision regarding approval or rejection of the application. A copy of the application form and a marked-up set of plans shall then be made available to the Builder. The original application form and one set of similarly marked prints will be kept for future reference.

Any changes by the Owner / Builder from approved plans must be submitted to the Developer or its Designated Design Consultant and approved in writing. Incomplete application will be returned to the Builder.

5.2 Interim Building Review

The Developer and / or its Designated Design Consultant may carry out an on-site review of the home during construction. Periodic checks may be made to ensure conformance to approved grading plans and development guidelines. Modifications may be requested related to actual site conditions.

0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0

5.3 Final Building Approval

Upon being advised by the Builders of the completion of the home, including all landscaping, the Developer's Design Consultant shall carry out a site review to confirm conformance to the Guidelines and the approval previously granted.

Upon being advised that the Landscaping, Front Gatepost and Driveway Plan have been installed, the Designated Surveyor shall inspect the lot grading to confirm compliance with the Subdivision grading Plan.

Both inspections will form the basis of a recommendation to the Developer regarding the refund of the security deposit.

6.0 SEWAGE AND WATER TANKS

(a) The construction and placement of Water and Sewage Tanks must be pre-approved by the Developer and shall be within fifteen (15) meters of the road running through the Subdivision to allow for the required access.

(b) All water and sewage tanks shall be constructed in compliance with the following minimum requirements:

- (i) As to the Subdivision Lots, a minimum tank standard for both sewer and water of "Tanks - A - Lot Model 4400 HS2 or equivalent" and, as to the Golf Course Club House, a minimum standard for the tanks of "Tanks - A - Lot Model 4400 HS2 or equivalent with a plastic liner and alarm system to monitor any potential leakage"; or,
- (ii) such greater minimum standards as may be required by all Safety Codes or standards in effect at the time approval for installation is sought.

012299676 REGISTERED 2001 09 21
AGRE - AGREEMENT
DOC 11 OF 14 DRR#: 9268997 ADR/MCAJINDO