

IN THE MATTER OF THE LAND TITLES ACT, R.S.A. 2000 C. L-4
AND AMMENDMENTS THERETO;

AND IN THE MATTER OF A RESTRICTIVE COVENANT MADE
PURSUANT TO SECTION 48 THEREOF

RESTRICTIVE COVENANT

WHEREAS:

1. Creeks Crossing Business Group Ltd. is the registered Owner of the residential lots situated in the Municipal District of Greenview No. 16, in the Province of Alberta, and described in Schedule "A";
2. To ensure that the residential lots described in Schedule "A" will be developed on a well-planned and uniform basis of high standards of appearance, Creeks Crossing Business Group Ltd. is desirous of annexing to and for the benefit of the residential lots described in Schedule "A" certain restrictions, covenants and conditions restrictive in nature in respect of the exterior design and development of the residential lots described in Schedule "A" and the buildings, structures, improvements and premises to be erected thereon, all as hereinafter set forth, which restrictions, covenants and conditions are not meant to detract or derogate from the Land Use Bylaw of the Municipal District of Greenview No. 16, but are in addition and supplementary to the restrictions covenants and conditions contained in the said Land Use Bylaw;
3. Compliance with the Design Criteria (as hereinafter defined) as interpreted by Creeks Crossing Business Group Ltd.'s Representative (as hereinafter defined) pursuant to this Restrictive Covenant Caveat shall be a requirement of any Development (as hereinafter defined). The Design Criteria are intended as a reference and guideline for use by Creeks Crossing Business Group Ltd. in evaluating any specific development proposal to ensure compliance with the Design Criteria.
4. Creeks Crossing Business Group Ltd. is also desirous of restricting the use of the residential lots described in Schedule "A" to ensure that a high standard residential community is maintained.

NOW THEREFORE Creeks Crossing Business Group Ltd. does annex to and for the benefit of the residential lots described in Schedule "A" for the common benefit of Creeks Crossing Business Group Ltd. and of any and all purchasers thereof the following restrictions, conditions and covenants to run with the said lands.

1. RECITALS AND DEFINITIONS

- 1.1 The recitals hereto are incorporated in this Restrictive Covenant and shall form part hereof.
- 1.2 For the purposes of this Restrictive Covenant including the recitals, the terms defined in this Restrictive Covenant shall have the meanings herein specified, namely:

- (a) "Development" means the carrying out of any construction or any residential building structure, improvement of premises on or excavation of the residential lots described in Schedule "A";
- (b) "Developer" shall mean Creeks Crossing Business Group Ltd. of Box 540, DeBolt, AB T8V 1B0;
- (c) "Design Criteria" shall mean the Design Criteria described in Schedule "B" of this Restrictive Covenant;
- (d) "Developer's Representative" shall mean Glenn Moore or such other person as the Developer shall from time to time appoint;
- (e) "Engineering Consultant" shall mean Beairsto, Lehnert, & Ketchum Engineering Ltd. of #101, 10940 - 92 Avenue, Grande Prairie, Alberta, T8V 6B5;
- (f) "Lands" shall mean all of the residential lots described in Schedule "A" collectively;
- (g) "Owner" means the registered Owner or Owners of a Parcel;
- (h) "Parcel" shall mean each of the residential lots described in Schedule "A" individually.
- (i) In this document words importing singular import plural and vice versa, and words importing the masculine import the feminine and neuter as the context or the party may require and vice versa and (ii) headings of clauses are for reference only and do not affect meaning or interpretation.

2. DEVELOPMENT APPROVAL PROCESS

- 2.1 No Development shall be commenced or carried out on any portion of the Lands except following application in writing for approval to the Developer's Representative, and then only as approved in writing by the Developer's Representative all as herein required. Application to the Developer's Representative must be made prior to any application for a development permit or building permit from the Municipal District of Greenview No. 16. The Developer's Representative shall always act reasonably in granting or denying any approval.

Approval shall be by the Developer's Representative based, among other things, upon the adequacy of site dimensions, conformity and harmony of external design with neighboring structures, effect of location and use of improvements on neighboring structures, effect of location and use of improvements on neighboring sites, improvements, operations and uses, relation of topography, grade and finished ground elevation of the site being improved to that of neighboring sites, proper facing of elevations with respect to nearby roads, and conformity of the plans and specifications to the Design Criteria hereinafter set forth.

- 2.2 Each Owner proposing development on the Lands shall provide the Developer's Representative with preliminary plans and specifications and such other information that the Developer's Representative may require in order to approve a proposed development, which plans and specifications shall be of the scale and detail required by the Municipal District of Greenview No. 16 for development permit applications. Each Owner proposing development on the Lands shall submit with his application the following to the Developer's Representative in respect of a residential development:
- (a) A site plan showing the provisions for front, rear and side yards;
 - (b) Floor plans showing elevations in sufficient detail to demonstrate architectural design and to identify materials and finishes (including samples, colour chips and other pertinent data to fully identify all materials and finishes);
 - (c) A landscaping plan sufficient in detail (including contours and elevations of top of ground of the floor of each building on the site) for the Developer's Representative to evaluate the materials, sizes, quantities and locations, and the compatibility of the project to the area; and
 - (d) An undertaking by the Owner making application that the plans and all other material which are approved by the Developer's Representative shall be identical to those which shall be submitted to the Municipal District of Greenview No. 16 for a development and building permit.

Whenever the Developer's Representative receives a request for approval the developer's Representative shall either provide his approval or disapproval in writing to the address shown in the request for approval. The Developer's Representative shall, within fourteen (14) days from receipt of the application, provide its approval, conditional approval or disapproval. No specific approval once given by the Developer's Representative may thereafter be revoked.

- 2.3 The Developer's Representative shall have the power to obtain the assistance, advice or opinion of such architect, landscape architect, surveyor, engineer or other experts as he may think fit and shall have the discretion to act upon any assistance, advice or opinion so obtained.
- 2.4 The Developer's Representative shall have the right to reject any incomplete submissions in their entirety. Any changes by the Owner from approved plans must be submitted to the Developer's Representative and approved in writing.
- 2.5 The Developer's Representative's stamp of approval affixed to plans, architectural drawings and specifications denotes the Developer's Representative's approval and acceptance of the technical information contained in such plans, architectural drawings and specifications and approval of the visual design that the plans, drawings and specifications appear to represent. The stamp of approval may not be construed to mean the Developer's Representative confirmation of dimensions shown on any submission. The Owner shall be responsible for all requirements of this Restrictive Covenant on all applications, building codes and regulations and laws of governing authorities having jurisdiction whether or not shown on the drawings notwithstanding the Developer's Representative's stamp of approval.

- 2.6 The Developer's Representative may approve a variance from the Design Criteria if proposed alternates be deemed compatible with the quality standards specified.
- 2.7 The Developer's Representative may carry out on-site reviews during construction to ensure conformance to approved grading plans. Modifications may be requested relating to actual site conditions.
- 2.8 Upon being advised by the Owner of the completion of the Development including grading, the Developer's Representative shall carry out on-site review to confirm conformance to the Design Criteria and the approval previously granted.
- 2.9 Where the Development consists of a fence, accessory building or other improvement, the Owner shall provide the information that the Developer's Representative shall request prior to commencement of Development.

3. COMPLIANCE

- 3.1 Each Owner proposing Development and carrying out a Development is responsible for ascertaining and complying with:
 - (a) The requirement of any Dominion, Provincial or Municipal legislation applicable to such proposed development;
 - (b) The conditions of any easement in respect of the Lands;
 - (c) The restrictions, conditions and covenants contained in this Restrictive Covenant.

These restrictions, covenants and conditions are not to detract or derogate from any Land Use By-law of the Municipal District of Greenview No. 16 but are in addition and supplementary to the restrictions, covenants and conditions contained in the Land Use By-law of the Municipal District of Greenview No. 16 force at that time.

- 3.2 Where reference is made herein to requirements of the Land Use By-law, such reference shall mean the Land Use By-law referred to in Section 3.1, without relaxation or deviation from its specific and stated terms and requirements, restrictions, conditions and regulations, whether such relaxation and deviation is made through the exercise of discretion of authorized officials, is through the development permit or building permit process, is through application or appeal to the Subdivision and Development Appeal Board of the Municipal District of Greenview No. 16 is through application to other governmental authority or Court of competent jurisdiction, or otherwise howsoever.

4. DESIGN CRITERIA

- 4.1 The restrictions set out in Appendix "B" annexed hereto and forming part hereof apply to every development on the Lands.

5. WAIVER

- 5.1 The Design Criteria cannot be varied or waived without the express written consent of the Developer's Representative.
- 5.2 The Developer's Representative retains the sole right in his sole discretion to vary the restrictions, conditions and covenants of this Restrictive Covenant and the Design Criteria. Such waiver permitting variance in respect of one Development on the Lands shall not be construed or constituted a waiver in favour of any other Development of the Lands nor be construed or constituted a waiver of any other of the restrictions, conditions and covenants contained in this Restrictive Covenant.
- 5.3 The Developer shall not be liable to the owner or owners of any Lot or Lots or to their successors in title for the enforcement of any of the Restrictive Covenants contained herein or in the event that any or all of the foregoing Restrictive Covenants are judged to be unenforceable by a court of competent jurisdiction.
- 5.4 Notwithstanding anything to the contrary herein, the Developer shall have the power from time to time in their sole discretion to waive, release, amend and alter any of the foregoing Restrictive Covenants, provided such waiver, release, amendment or alteration, in the sole discretion of the Developers, will not significantly detract from the intent of this Agreement or the general character of the Lots. This right shall no longer be in effect when the Grantee no longer retains ownership of one of the Lots being developed from the Lands.

6. RESTRICTIONS ON USE

- 6.1 The restrictions set out in Schedule "C" annexed hereto and forming part hereof applies to the use of the Lands.

7. ENFORCEMENT

- 7.1 Without prejudice to and without limiting the Developer to any other right or remedy which the Developer shall be entitled to in law to enforce compliance with the provisions of this Restrictive Covenant, the Developer shall have the right, but not the obligation, to remedy any default and non-compliance with the provisions hereof by an Owner.
- 7.2 The powers, rights and remedies set forth herein shall be deemed to be cumulative and not exclusive of any other powers and remedies available to the Developer hereof by judicial proceedings or otherwise to enforce the performance or observance of the covenants and provisions hereof.
- 7.3 This Restrictive Covenant shall, in the first instance, be enforced by the Developer.
- 7.4 The owner or owners of any Lot may enforce the foregoing Restrictive Covenants against the owner or owners of any other Lot or Lots except the Developer.

8. SEVERABILITY

- 8.1 Should any part, term or provision hereof or of the Design Criteria or the Restrictions on Use be declared or decided by any Court to be illegal or in conflict with the laws or jurisdiction where the provisions hereof are to be performed, the validity of the remaining portion, terms or provisions hereof, shall not be affected thereby and said illegal part, term or provision shall be deemed not to be a part hereof.
- 8.2 Should any provision of this Restrictive Covenant and the Design Criteria or the Restrictions on Use give rise to any conflict, contravention, contradiction or inconsistency in the interpretation thereof or hereof, the offending provision or provisions shall be interpreted so that the more restrictive meaning and interpretation shall be applied and enforced by the Developer.

DATED this _____ day of _____, 2007.

**CREEKS CROSSING BUSINESS
GROUP LTD.**

Per: _____

This Agreement shall be in full force and effect for the term of twenty five (25) years from the date hereof.

SCHEDULE "A"

PLAN 072
BLOCK 1
LOTS 1 TO 10 INCLUSIVE AND LOT 40
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 072
BLOCK 2
LOTS 1 TO 7 INCLUSIVE
EXCEPTING THEREOUT ALL MINES AND MINERALS

ALL WITH THE S.W. $\frac{1}{4}$ SEC. 12, TWP. 72, RGE. 1 W6M

SCHEDULE "B"
DESIGN CRITERIA

1. HOUSE DESIGN

1.1 Identical House:

Identical floor plans with similar front elevations will not be allowed within three parcels from each other or across the street unless the house style, roof pitch and exterior materials and treatment are substantially changed. Repetitive use of similar elevations three parcels apart, on one street or cul de sac, will be monitored and stopped should this type of pattern occur.

1.2 Integrity of Design:

Roof lines on any home must be consistent or complimentary to the total house design and roof overhangs must be a minimum of 16" unless otherwise approved by the Developer's Representative. All elements of the house design should be consistent with a particular house style ie: tudor, colonial. etc.

2. BUILDING MATERIALS

2.1 Exterior Colours:

Colours will be approved on an individual basis.

2.2 Allowable Primary Finish Materials:

Only wood, aluminum or vinyl siding, California stucco, hardboard, brick, natural stone or cultured stone may be used for exterior wall finishes.

2.3 Trim Material:

Brick or stone must retreat around corners a minimum of two feet for a height of three feet minimum.

Battens must, when used with stucco, be incorporated on all elevations, not just the front elevation.

2.4 Roofing materials:

Roofing materials for all buildings (except greenhouses) shall consist of cedar shakes or shingles, or heavy duty asphalt shingles or shakes having a life expectancy of 25 years or more. Colours of asphalt shingles or shakes shall be approved on an individual basis.

2.5 Garages:

No owner shall have the right to erect more than one detached garage or shop on his/her lot. Nothing contained herein shall be construed so as to give permission for such buildings to be utilized for any business or commercial purpose.

No attached or detached garage shall be constructed on the Lands having dimensions of less than 24' x 24'. Such measurement may include the outside walls but shall exclude any patio, porch or like part of a building.

Detached garages higher than the house must be constructed behind the house on lot.

3. MINIMUM SIZE OF RESIDENCE

3.1 No residence shall be constructed on:

Plan 072
Block 1
Lots 1 to 10 inclusive and Lot 40

Block 2
Lots 1 to 7 inclusive

which shall have a floor area of less than:

- (a) 1,000 square feet if the residence is a bungalow;
- (b) 1,000 square feet on the main floor if the residence is a bi-level;
- (c) 1,200 square feet on the two main floors if the residence is a split-level;
- (d) 1,000 square feet on the main floor if the residence is one and one-half storey or two storey.

The above measurements may include the outer walls but shall exclude any garage, patio, porch, basement area or like part of a building.

4. SERVICES

4.1 No building on the land shall be serviced with utilities except by lines and pipes which are wholly underground. Any owner or other person building a house on a lot shall be required to install a sewer line at the time of construction of the house on such lot from the house to the sewer connection stub supplied by the developer at the adjacent property line.

5. FENCING

5.1 Except for front yards, no fencing shall be erected on the Lands except for wood fences approved by the developer.

5.2 Ornamental fencing construction of wrought iron or anodized metal may be constructed on front yards, to a maximum height of 5 feet.

5.3 California stucco posts to match existing residence front are acceptable.

6. ROOF HEIGHT

- 6.1 No building shall be constructed having a height exceeding 33 feet. Where the ground is sloping this measurement shall be taken from the highest level thereby allowing walk-out basements on some lots. This height restriction does not apply to chimneys or antennas.

7. NEW CONSTRUCTION MATERIALS

- 7.1 No building shall be constructed on the Lands which are not of new materials.

8. NO BUILDINGS TO BE MOVED ONTO LANDS

- 8.1 No buildings of any kind whatsoever, including modular and mobile homes, shall be moved onto the Lands. Pre-fabricated buildings may be approved on an individual basis at the sole discretion of Developer's Representative.
- 8.2 No residence may be occupied until the exterior is completed in accordance with those plans and specifications that are submitted when a development and building permit is obtained from the Municipal District of Greenview No. 16.

9. ACCESSORY BUILDING

- 9.1 In addition to the construction of a residence referred to herein, no more than one additional building (hereinafter referred to as "accessory building") may be constructed on each Parcel. Such accessory building shall be of new construction conforming in exterior system and finish to the residence.
- 9.2 No owner shall have the right to erect more than one detached garage or shop on his/her lot. Nothing contained herein shall be construed so as to give permission for such buildings to be utilized for any business or commercial purpose.

10. TYPES OF RESIDENCE

- 10.1 No type of residence shall be constructed on the Lands which is not a dwelling house for a single family.
- 10.2 The Lands shall be used for private residential purposes only and no attached or semi-detached house, duplex, apartment, or any house designed for more than one family shall be erected on any one lot, and not more than one detached dwelling house with or without attached private garage may be erected on such lot.

11. SOFT LANDSCAPING

- 11.1 Sodding or seeding shall be done as soon as is reasonably practical following construction having regard for weather conditions.

- 11.2 No person shall alter the existing drainage except in accordance with the drainage plan or as approved by the developer.
- 11.3 Natural areas of indigenous trees, shrubs and grasses shall be left undisturbed and preserved as natural landscape. No trees may be destroyed without the written approval of the developer.
- 11.4 In the event that any fill is placed on any lot, including dirt from excavation for a basement on the lot, or the slope of any lot is changed, the final grade must be such that the flow of storm water onto adjacent properties is no different than it was prior to the addition of fill or change of grade.
- 11.5 No building, waste, or other material of any kind shall be dumped or stored on the Lands except clean earth for the purpose of leveling the landscape in connection with the erection of a building thereon.

12. APPEARANCE OF PARCEL PRIOR TO AND DURING CONSTRUCTION

- 12.1 The Owner will be required to keep the Parcel clean and orderly and free of noxious weeds both prior to and during construction. The Owner shall also keep all grass mowed.

13. MAINTENANCE OF EASEMENTS AND UTILITY RIGHTS OF WAY

- 13.1 The Owner shall be responsible for the sodding or seeding and subsequent maintenance of his entire parcel even if subject in part to easements or utility rights of way in favour of utility providers or municipalities and all areas lying between a Parcel and the adjacent roadway even if such areas for part of a registered road plan or is otherwise owned by a municipality.

SCHEDULE "C"
RESTRICTIONS ON USE

1. ANIMALS

- 1.1 No animals, livestock or poultry of any kind shall be raised, bred or kept on the Lands except quiet dogs, cats, small birds and other household pets provided that:
- (a) they are not kept, bred or maintained for any commercial purposes;
 - (b) they do not become a nuisance to other occupants of the Lands;
 - (c) they are confined to that part of the Lands occupied by their Owner unless put on a leash or are otherwise appropriately controlled.

No more than two (2) dogs and two (2) cats may be kept on a parcel.

2. SIGNS

- 2.1 No signs or advertising materials of any kind shall be placed or erected on the Lands except:
- (a) one sign on each Parcel of not more than 5 square feet advertising the property for sale or rent;
 - (b) signs used by building contractors during construction;
 - (c) one personal name plate not larger than 12 inches by 24 inches denoting the Parcel owner's name and address only.

3. COMMERCIAL VEHICLES

- 3.1 Not more than one up to 5,000 kg gross vehicle weight commercial vehicle shall be parked or maintained on a parcel.
- 3.2 No vehicle with a gross weight of over 5,000 kg shall be allowed at any time. This shall not preclude an owner of a lot from permitting a truck or trailer on the property for the purpose of loading or unloading supplies.

4. INDUSTRIAL AND AGRICULTURAL EQUIPMENT

- 4.1 No industrial or agricultural equipment shall be parked or placed on the Lands except such equipment as is reasonably necessary to maintain the Lands.
- 4.2 No unlicensed or inoperable motor vehicle or farm or industrial equipment of any kind, or unsightly material of any sort may be kept or stored on any Lot except within a garage or building thereon.

5. VEHICLE REPAIRS

- 5.1 No repairs shall be made to motors, recreational and off-highway vehicles on the Lands except if made within the garage or accessory building on a Parcel.

6. SATELLITE DISHES

- 6.1 No satellite dishes larger than 36 inches in diameter may be erected in the front yard of a Parcel.

7. WASTE

- 7.1 No refuse or garbage may be stored on any Parcel except in proper receptacles at the rear or in the residence, garage or accessory building.

8. RECREATIONAL VEHICLES

- 8.1 No recreational vehicle may be parked or stored on the driveway to a Parcel. All recreational vehicles must be screened from the view of other properties or roads within the development such as at the rear of a Parcel and not protruding past the front or side of a residence.

- 8.2 No more than one (1) vacation trailer/motor home or recreation vehicle may be kept on any single lot on a permanent basis. There shall be no porches or additions attached to or shelters built over any vacation trailer or recreation vehicle. This shall not preclude an owner of a lot from permitting a trailer to be parked or stored on such lot for a period not exceeding one week, for the purpose of loading or unloading supplies, or a recreational vehicle, trailer or motor home to accommodate temporary visits (not to exceed three weeks) by visiting guests.

9. FIRES, DUST AND TRAFFIC

- 9.1 No person shall light or maintain any fire out doors on the lands other than in a substantial fire pit or other container intended for such purpose and in any event, no person shall maintain a fire that may constitute a hazard.
- 9.2 There shall not be permitted on the lands any activity that might create dust, smell or smoke, or traffic generation unreasonable for a private community.