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ROYAL OAKS STAGE 2A RESTRICTIVE COVENANT

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

WHEREAS:

- A. CANCOM DEVELOPMENT LTD. is the registered owner of the Dominant Lands and the Servient Lands described in Schedule "A" hereto situate in the County of Leduc.
- B. CANCOM DEVELOPMENT LTD. intends 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 Subdivision.

NOW THEREFORE CANCOM DEVELOPMENT LTD. 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 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) "Association" means Royal Oaks Leduc County Homeowners Association;
 - (b) "Disturbed Soil Restrictions" means the restrictions, limitations and provisions so identified and set forth in Schedule "A" hereto;
 - (c) "Dominant Lands" means:
 - (i) for Disturbed Soil Restrictions means the lands so identified in Schedule "A" hereto;
 - (ii) for Fencing Restrictions means the lands identified in Schedule "B" hereto; and
 - (iii) for the Stage 2A Architectural Guidelines means the lands so identified in Schedule "C" hereto;
 - (d) "Fencing Restrictions" means the restrictions, limitations and provisions set forth in Schedule "B" hereto;
 - (e) "Grantee" means Cancom Development Ltd. and its successors in title to the Dominant Lands;

- (f) **"Grantor"** means Cancom Development Ltd. and its successors in title to the Servient Lands;
 - (g) **"Lands"** means the Dominant Lands and Servient Lands described in Schedules "A", "B", and "C" hereto;
 - (h) **"Restrictions"** means the Stage 2A Architectural Guidelines, Disturbed Soil Restrictions, and the Fencing Restrictions as applied to each of the lands as set forth in Schedules "A", "B", and "C" hereto;
 - (i) **"Restrictive Covenant"** means this agreement as the same may be amended from time to time and the expressions "herein", "hereof", "above", "below" and similar expressions if used in any article, section or paragraph of this agreement refers to this agreement including the schedules hereto and do not refer solely to a particular article, section or paragraph unless specifically stated herein;
 - (j) **"Servient Lands"** means:
 - (i) for Disturbed Soil Restrictions means the lands so identified in Schedule "A" hereto;
 - (ii) for Fencing Restrictions means the lands so identified in Schedule "B" hereto; and
 - (iii) for the Stage 2A Architectural Guidelines means the lands so identified in Schedule "C" hereto; and
 - (k) **"Stage 2A Architectural Guidelines"** means the restrictions, limitations and provisions so identified and attached hereto as Schedule "D".
2. The Grantee as owner of the Servient Lands agrees on behalf of itself for the benefit of the Grantor, its successors and assigns that the Grantee shall not use, develop, or permit the use of development of the Lots except in accordance with the Restrictions applicable to such Lots.
 3. 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 Restriction to a party or circumstances other than to 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 remain valid and enforceable to the fullest extent permitted by the law.
 4. This Restrictive Covenant is in addition to the requirement 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.

5. Nothing herein shall require or oblige the Grantor to enforce this Restrictive Covenant or render the Grantor liable for the failure of any of the registered owners from time to time of the Lots to adhere to or conform with the Restrictions contained in this Restrictive Covenant, it being the intention to attach to each of the Lots and the owners thereof the obligation for compliance with this Restrictive Covenant.
6. The Grantor and Grantee agree that the Association is party to this Agreement with full rights to enforce all obligations of the Grantor hereunder and has an interest in ensuring on behalf of all of the Grantees its implementation and the Grantor and Grantee further covenant and agree with the Association that:
 - (a) no amendment or change will be made to the terms of this Agreement without obtaining prior written consent from the Association, such consent not to be unreasonably or arbitrarily withheld or delayed; and
 - (b) this Agreement will not be discharged without obtaining prior written consent from the Association.
7. The Restrictions contained in this Restrictive Covenant shall be binding upon and enure to the benefit of the registered owners from time to time of each of the Lots and the restrictions herein shall run with the Lands and each of the Lots comprising the Lands.

IN WITNESS WHEREOF CANCOM DEVELOPMENT LTD. AND ROYAL OAKS LEDUC COUNTY HOMEOWNERS ASSOCIATION have executed this Restrictive Covenant this 10 day of July, 2014.

CANCOM DEVELOPMENT LTD.

Per: *Rouay Lotte*

ROYAL OAKS LEDUC COUNTY HOMEOWNERS ASSOCIATION

Per: *Rouay Lotte*

5001

SCHEDULE "A"

DISTURBED SOIL RESTRICTIVE COVENANT – DOMINANT LANDS

PLAN 142 3481
BLOCK 2
LOTS 21-38 INCLUSIVE
BLOCK 5
LOTS 12 – 22 INCLUSIVE
EXCEPTING THEREOUT ALL MINES AND MINERALS

DISTURBED SOIL RESTRICTIVE COVENANT – SERVIENT LANDS

PLAN 142 3481
BLOCK 2
LOTS 21-38 INCLUSIVE
BLOCK 5
LOTS 12 – 22 INCLUSIVE
EXCEPTING THEREOUT ALL MINES AND MINERALS

DISTURBED SOIL RESTRICTIONS

1. There shall be no buildings, structures or improvements ("**the Improvements**") constructed or placed on the Servient Lands:
 - (a) If non-native or disturbed soils are present on the Servient Lands below design footing elevations, without having a pile foundation or such other foundation as may be approved by a qualified professional engineer prior to the commencement of the Development;
 - (b) unless the design of all foundations shall include specific requirements for suitability of soil composition and soil stability and shall have such design approved by a qualified professional engineer prior to commencement of the Development; and
 - (c) unless all foundation excavations shall be inspected by qualified geotechnical personnel prior to commencement of the construction of the foundation.

SCHEDULE "B"

FENCING RESTRICTIVE COVENANT – DOMINANT LANDS

PLAN 142 3481
BLOCK 2
LOTS 21, 24, 25 AND LOTS 33 TO 38 INCLUSIVE
BLOCK 5
LOT 12 AND LOTS 14 TO 22 INCLUSIVE
EXCEPTING THEREOUT ALL MINES AND MINERALS

FENCING RESTRICTIVE COVENANT – SERVIENT LANDS

PLAN 142 3481
BLOCK 2
LOTS 21, 24, 25 AND LOTS 33 TO 38 INCLUSIVE
BLOCK 5
LOTS 12 AND LOTS 14 TO 22 INCLUSIVE
EXCEPTING THEREOUT ALL MINES AND MINERALS

FENCING RESTRICTIONS

The Grantor shall not to remove, replace or change in any way the colour, type or appearance of any rear or flankage fence constructed by the Grantee nor remove any wires, lights or appurtenances attached to the fence, nor permit the fence to fall into, or at any time remain, in a state of disrepair and shall paint and restore the surface of the fence in the same colour as required from time to time.

SCHEDULE "C"

STAGE 2A ARCHITECTURAL RESTRICTIVE COVENANT – DOMINANT LANDS

PLAN 142 3481
BLOCK 2
LOTS 21-38 INCLUSIVE
BLOCK 5
LOTS 12 – 22 INCLUSIVE
EXCEPTING THEREOUT ALL MINES AND MINERALS

STAGE 2A ARCHITECTURAL RESTRICTIVE COVENANT – SERVIENT LANDS

PLAN 142 3481
BLOCK 2
LOTS 21-38 INCLUSIVE
BLOCK 5
LOTS 12 – 22 INCLUSIVE
EXCEPTING THEREOUT ALL MINES AND MINERALS

**SCHEDULE D TO ROYAL OAKS STAGE 2
RESTRICTIVE COVENANT**

Architectural Guidelines

Royal Oaks Stage 2A

June 2014

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DIRECTORY

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Architectural Guidelines

1. INTRODUCTION

Royal Oaks is an architecturally controlled neighborhood. It is designed to provide a quality estate community projecting a distinctive ambience. These Architectural Design and Landscape Guidelines are written for home site owners and participating architects, designers and builders of the residences located within Royal Oaks residential development in East Vistas, Leduc County ("Royal Oaks").

The philosophy of the architectural guidelines is focused on providing a quality living environment with a consistent and identifiable community image, yet one that offers variety and choice to the individual owner.

It is required that, whatever house design is submitted for consideration and review, a high level of design addressing the following be achieved throughout each individual home within the community:

- Siting
- Massing and proportions
- Elevations
- Detailing
- Landscaping
- Quality Construction and Materials

The existing character of the land and generous homesite sizes throughout Royal Oaks encourages the creation of individual "estate-like" building forms, with each residence set into landscaping that enhances its environment and the community.

Picturesque roofscapes and a harmonious mixture of attractively designed elements such as gables, bay windows, dormers and distinctive chimneys will create variety and interest.

The siting of each home should be carefully considered. Groups or clusters of built-form elements can wrap or enclose outdoor spaces such as courtyards and patios. Breezeways, verandas, porches and loggia elements should be used to encourage outdoor living. Outdoor fireplaces, barbecues and fire pits/bowls can add to the ambience. The overall impression should be one of a casual, elegant estate lifestyle.

Materials should be of high quality, authentic yet natural and relaxed. The use of natural earth tones or deep rich colours is encouraged.

Applicants are to make use of best management practices to minimize water, material, energy and habitat consumption, health and impact, both inside and outside the home. Support of local economies and triple bottom line social, environmental and financial sustainability choices are encouraged.

The objective of the Architectural Guidelines is to provide a design framework for these residences. Many different architects and designers will be involved in the design process; however, the overall development should appear as a cohesive community of consistently high quality. The text that forms the body of this document is intended to be easily read by all those participating in the design and construction process. They are not always absolute or prescriptive, and they encourage design creativity and diversity within a range of styles.

No stake-out or application for a Development Permit will be requested until approved by the Architectural Design Consultant.

1.1 Architectural Styles

The architectural styles in Royal Oaks will be diverse. The intent of the guidelines is to create successful interpretations of the diverse period styles that include Craftsman, Heritage, California, Colonial, Georgian, Tudor, French Country, Victorian, Contemporary and Prairie styles.

These styles are intended as design guides only. Attractive interpretations within these styles are strongly recommended. Homes designed outside of the preferred styles may be approved based on the merits of the design at the discretion of the Architectural Design Coordinator.

Diversity, originality and individual expression are encouraged, while still maintaining a sense of overall design unity throughout Royal Oaks. Distinctive floor plans and elevations are necessary, and individuality between nearby home sites will be required.

It is recommended that the home owner further research styles and become familiar with the correct details of the housing style of choice. The detailed descriptions for each style are available by request from Windward Landtec Inc. to direct successful interpretation and discourage generic presentation.

The correct and appropriate massing, proportions and detailing – true to the style – are critical to the architectural merit of the home and are elements that communicate the quality of the design.

The characteristics and merits of an architectural period style should be taken into consideration. Acceptability or approval of such designs will rest solely with the Developer and their Consultant.

1.2 Dwelling Size

1.2.1 Area

Minimum house sizes (exclusive of garage) required for all lots are as follows:

Bungalow	Footprint	1,400 square feet
Splits / Bi-Levels:	Footprint	1,600 square feet
Two-storey:	Total Area	2,200 square feet
	Footprint	1,200 square feet

All areas are measured to the outside exterior wall of the building.

The width of the Lot/Unit shall be used to adequately mass the home. The Architectural Design Consultant reserves the right to ask Owners to increase the width or design of the home as all homes will be reviewed on their individual merits. Homes shall blend in with the general trend of the neighborhood, exceptions may be considered.

1.2.2 Building Height

The maximum building height is 11 meters or as determined by the Leduc County Land Use Bylaw.

1.3 Leduc County Land Use Bylaw

Formal standards for development will be those established in the Leduc County Land Use Bylaw. Conformance to both these guidelines as well as the requirements of the Leduc County approval process is required.

2. SITE DESIGN

Initial and lasting impressions of the development will be as a result of the overall relationship of buildings to each other and to the street, and the quantity and quality of the landscaping

2.1 Siting

Consider siting minimum side yard on the garage side, allowing for larger side yards against the living room (opposite) side yard. The wider yards will enhance the landscaped area between the houses.

Additional setbacks may be required to articulate and provide streetscape differentiation to all proposed homes. It is recommended to obtain preliminary approval for proposed homes to ensure acceptable setbacks are used. Houses shall be a minimum exterior width within three feet of the building pocket width for each lot, without offsetting the garage by more than seven

feet. Special consideration and approval for drive-thru garage layouts shall be considered on an individual basis.

Massing, style and setback may be adjusted on a lot-by-lot basis, to enhance streetscape.

2.2 Lot Grading

Lot grading is to conform to the latest approved subdivision grading plan. Do not grade to existing vacant lots or undeveloped land elevations, but to the elevation provided on the approved plot plan. Final grade certificates must be prepared by a Surveyor and approved by the County of Leduc showing that lot grades comply with the subdivision grading plan as a condition of refund of Landscaping / Architectural and Damage Deposit.

2.2.1 General Lot Grading

All plot plans will be prepared by Developer's approved legal surveyor. Staking out of the homes is to be jointly carried out by the builder, approved legal surveyor at the owner's expense.

2.3 Garages and Outbuildings / Accessory Buildings

All garages shall be designed to complement the house or be an integral portion of the house design. Any garage face that is visible from the street will require articulation. All lots must be provided with at least a triple attached garage.

Garage doors are to be pre-finished, painted or stained to compliment the exterior architectural theme. Garage doors must have a face design that complements the house and shall be constructed of wood, insulated metal and may incorporate glazing. All garages shall have the doors installed so that no door is wider than a double garage door width.

Outbuildings and Accessory Buildings must be designed and constructed to match the same style as the house and should be of the same materials as used for the house. Applications for approval are to indicate proposed locations for outbuildings and will be reviewed by the Consultant to ensure protection of adjacent views. No outbuildings and accessory buildings are allowed in front of the house and garage. Outbuildings shall not be allowed on street-side of corner lots.

2.4 Driveways/Walkways

The desirable driveway slope is 8% or less. Driveways and front walks are to be one or combination of the following:

- Exposed aggregate (maximum aggregate size $\frac{3}{4}$ " diameter)

- Concrete paving stones
- Stamped Concrete
- Broom Finished Concrete with contrasting centre feature (ex. Medallion) and perimeter features (ex. border)

In all cases, the color of concrete or pavers must be approved prior to application.

Driveways shall be constructed to ensure drainage patterns are adequately maintained.

3. BUILDING DESIGN

All building facades are to be designed with care and attention to detailing of finishes and materials. Side elevations that are highly visible from the street should continue the design and the use detailing used on the front of the house. The rear facades of houses in Royal Oaks in certain locations are very prominent. They will be viewed from various locations throughout Royal Oaks. The developer requires a similar high degree of detailing as the front of the house.

3.1 Corner Lots

Special attention must be paid to side and rear elevation and side yard setbacks on all corner lots. The side and rear elevation should have the same treatment (ie. box outs, detailed battens, stone/brick) as the front elevation, as it is even more visible than the front elevation from the street. Two storey plans will be allowed on corner lots. Side elevations on all corner lots must be approved by the Architectural Design Consultant. Side drive garages will be allowed. Side drive garages on corner lots are encouraged but subject to review by the Architectural Design Consultant.

3.2 High Visibility, Special Considerations

The side or rear elevations of homes abutting or backing onto the internal pathway, open spaces and trail system as well as street adjacencies require special consideration.

Walk-out lots are designated high visibility and these designs must present an integrated building form incorporating a combination of architectural measures to address proportion and towering appearance. Decks for the walk-out basement designs must be constructed concurrently with the home.

3.3 Rear Decks

The rear decks on high visibility elevations must incorporate appropriate column design at posts and railing design. The underside of all above decks higher than 4 feet above grade must be appropriately finished or soffited.

3.4 Repetition

To encourage originality, similar elevations and /or colors may not be repeated within two lots of each other or across the street (XOAX). Repetitive use of two elevations will be monitored to ensure interesting streetscapes. Modifications to elevation treatments may be required accordingly.

3.5 Retaining Walls

All retaining walls should be designed to complement the character of the home and shall be included in the initial approval application. Wood timber or exposed unclad concrete retaining walls will not be permitted. Terracing of walls will be required where more than 1.2 metres of retention is necessary. Any series of terraced retaining walls exceeding 1.2 metres in aggregate height must be stamped and approved by a qualified professional engineer.

3.6 Building Performance

Consideration is to be given to the use of technologies, products and practices that their choices take into account building performance and sustainability.

4. EXTERIOR MATERIAL AND FINISHES

Special attention should be given to selection of exterior finishes and detailing that will be compatible or characteristic of the style or design of the dwelling.

4.1 Exterior Elements and Features

Exterior elements should be carefully detailed to reflect the overall theme of the design of the house style.

4.1.1 Exterior Cladding

- Vinyl siding and conventional knockdown stucco will **not** be permitted.
- Acrylic stucco only may be used but only with a sand float finish and only in combination with sufficient contrasting details.
- Additional materials allowed include brick and stone, and hardi-board or canexel hard board siding. Ornamental detailing in a PVC material may be allowed at the discretion of the Consultant.
- All colors will be reviewed on an individual basis without repetition on adjacent lots.
- Accent materials must be used logically and consistently. It should suggest structural support to avoid the appearance of a veneer application.
- Maximum height of parging on front elevations shall be 1'0" above grade and 2'0" above grade on all remaining elevations.

- A masonry base is required on the front elevations on all homes in Royal Oaks and must be used in portions reflecting structural integrity and the chosen architectural style.
- A minimum of 300 sq. ft. of brick or stone is required on the front of all homes.
- The front application must be carried a minimum of 6 feet around the side of a building, unless there is a logical stop line.
- Brick and stone work is to be quiet and uniform in color.
- Other materials may be approved at the sole discretion of the developer and their consultant on an individual application basis. An approval of a material on one house shall not constitute a precedent for the use of that material on other houses.

4.1.2 Windows

Traditional window types, such as awning, casement, horizontal or vertical sliders should be used. Their proportions and style should suit the overall theme of the house. All windows shall include accent trim appropriate to the style of the house.

4.1.3 Exterior Decks and Porches

Carefully integrated decks and balconies can enhance the design of the home and provide ideal conditions for casual walk-out space from upper floors.

- Minimum Front Porch or Verandah as per the Leduc Country Land Use Bylaw.
- Supporting columns for decks and porches are to be architecturally detailed in high visibility areas. Front elevation columns must have a minimum square dimension of 12 inches and must be finished to the style of the house.
- Railings to rear decks should be transparent and should carry the same attention to detail as the rest of the house. They should relate specifically to the chosen style of the house.
- All decks higher than 2 feet above grade are required to be skirted as to complement the house.
- High visibility deck designs must be shown on the drawings submitted to the Architectural Design Consultant and must be built at the time of construction.

4.1.4 Entrances and Address Monuments

Entrance or address monuments are required. The form and design of the entrance or address monuments should be of a very high quality. Such monuments should be constructed of the same or complimentary materials as the home.

4.2 Roofs, Roof Lines, Eaves, Soffits

Roof materials used are to be congruent with the period style of the house. Materials approved are as per the attached schedule. All roofing colors must be subdued and natural.

Special attention is to be given to roof overhangs and roof drainage in relation to the style of the house. The appropriate roof overhang shall be provided for the house design. Rainwater leaders and eaves troughs should match the fascia color. Pre finished aluminum fascias are acceptable and must match the trim color of the house.

Soffits other than flat/perforated pre-finished metal are encouraged. Flat soffits that extend beyond 400 mm / 16 inches may be required to include additional detailing.

Decra (metal)	Shake Profile	Compatible colours reviewed on individual basis Earth tone colours
Metro (metal)	Shake Profile	Compatible colours Earth Tone colours
Concrete Tiles	Shake Profile	Compatible colours reviewed on individual basis Earth Tone colours
Wood Shakes	Cedar only	#2 medium - Minimum

4.3 Chimneys/Flues

Chimneys are to be brick, stone, or to match the exterior finish used on the house. All chimneys will require a chimney cap. Brick and stone should be corbelled or have a decorative concrete flue cap. All chimneys and chimney caps shall have a design characteristic with the style of the house.

Exposed steel flues will not be allowed on any façade. Exposed direct-venting flues will not be allowed on the front façade. All roof stacks, flashing, etc. are to be painted out to match the eventual weathered appearance of the roofing material.

4.4 Colors

All exterior color schemes must be approved. In general, guidelines for colors are towards the natural expression of materials (i.e. stone, brick, wood). Houses with schemes that are deemed to detract from the street setting will be rejected.

The color of the garage door must be in the same range as the predominant color of the house. No two adjacent houses may have the same predominant or accent color unless it is the color of a neutral material. Bright accent colors are not encouraged and accent colors must be complementary to the house colors.

4.5 Screening of Recreation /Commercial Vehicles and Satellite Dishes

Recreation vehicles, satellite dishes, and commercial vehicles in excess of a 1 ton capacity shall not be stored on the property unless properly screened from view. Satellite dishes or antennas/wires must be screened from public view and shall not exceed a maximum of 18" diameter.

5. LANDSCAPING

5.1 Landscaping Requirements

The initial homeowner or its builder shall submit a proposed Landscaping Plan or sketch for approval for the entire yard prior to landscaping construction. A landscaping plan shall include a comprehensive plan for hard and soft landscaping for the front-, rear- and side-yards to the extent of all fences, walkways and/or all property lines.

The initial home owner or its builder is required to provide the minimum requirements in the land use by-law. In addition, provide a minimum number of 2 front trees and 2 rear and side-yard trees. In addition, one or more prepared shrub beds containing at least 6 shrubs shall be provided. Certain high visibility rear and side yards will require special landscaping requirements of a minimum of 2 additional trees to the side and/or rear yards.

The trees shall be at least 5 cm (2") caliper for deciduous trees and at least 6' (ft) in height for evergreen trees. Shrubs shall be a minimum of 18" high. Provision for the use of smaller trees and shrubs in greater quantity shall be considered. The landscaping must be completed within one calendar year of the home being substantially completed or occupancy permit.

A 1 metre minimum width landscape buffer is recommended along the back property line and or side property lines of all home sites adjacent to open spaces, storm water management facility, road and/or utility right of ways. The landscape buffer can consist of manicured tree and shrub beds or native planting beds and native grasses. Conventional lawn is not recommended in the landscape buffer.

5.1.1 Alternate Landscaping Materials

Alternate landscape materials may be considered on an individual basis if it can be demonstrated that the alternate plan meets the objective of these guidelines, to achieve greenery and a mature presentation in all front yards within the neighborhood. The use of hard surface landscaping rather than sod will require the planting of additional trees and extensive shrubbery, to visually soften the hard surface and achieve greenery.

5.1.2 Landscape Maintenance

Each homeowner shall accept the responsibility to fully maintain (including weeding, trimming, pruning and/or painting of fences) all components of his or her yard including frontage and sideyard boulevards abutting the property to the curbface.

5.2 Fencing

All wood and metal screen fencing shall be consistent in design and color with the fencing style established for the subdivision

A restrictive covenant will be placed on applicable lots to ensure fencing as provided by the Developer is not tampered with, altered or allowed to fall into disrepair.

6. SUBDIVISION APPEARANCE

6.1 Signage

All informational, directional and show home signage must be in accordance with signage standards established by the Developer (copy attached).

A homeowner shall be allowed to display one (1) "For Sale" sign per lot provided said sign is erected on a suitable stand and not affixed to the house in any manner either during construction or upon completion of same. Builders will also be allowed additional signage as required to comply with any safety standards.

All "For Sale" signs must display the homeowner / builders name, corporate logo (if applicable) and telephone number as a minimum standard. The "For Sale" signs must be produced by a professional sign company to ensure consistent quality.

Each "For Sale" sign must not be larger than 32" x 48" prior to being affixed to the stand. Sub trade and supplier signage will not be permitted to be displayed on the lot or the house in any manner whatsoever. There will be no exception granted in this regard.

6.2 Excavation Material

All homeowners must ensure that all excavation is kept within the confines of their lot and/or available designated stockpile by the Engineering Consultant. Any spillage on a road, lane, sidewalk or neighboring lot must be cleaned up or the Developer will arrange for its removal and invoice for expenses including any administration charges. All excess excavated materials shall be removed to an approved dump site within the sub-division

6.3 Clean-Up

Homeowners must remove all construction debris and litter on building sites in a timely manner. Failure to comply will result in a clean-up bill being charged to the lot owner. **Supply of**

construction waste bins by the Owner is mandatory. Clean up of wind-blown materials will be required. All bins should be protected by tarps or other means to ensure debris is not dispersed throughout the subdivision. Any general clean-up of the subdivision implemented by the Developer can and will be charged pro-rata to all homeowners.

6.4 Construction Activity

Each homeowner is responsible for inspecting the condition of curbs, sidewalks, street lights, services, etc. on his lot and must submit written notice of any damages to the Developer prior to commencing construction, otherwise costs for repairing any damages becomes the sole responsibility of the Purchaser.

6.5 Responsibility

Owners are fully responsible for any damages and costs of rectification due to non-compliance with any rules and regulations contained within these Architectural Guidelines, or with any municipal rules, regulations or bylaws, by any trades people or other persons working on their home sites.

Such Owner responsibility extends to the repair of any damage to any neighbouring home site or common property repair of damage or correction of deficiencies by the Owner must be carried out in a timely manner. The Owner will be given a time frame in which to correct the landscaping or architectural deficiencies; however, the Vendor will correct any damages to development infrastructure at the Owner's cost and without limitation shall be entitled to use the deposit towards the cost of such corrections. Upon satisfactory completion of requirements and/or repair of damages, the deposit will be returned net of any amounts paid to the Municipality or assessed for damages to development infrastructure and/or charges or costs borne by the Developer. The Owner shall be responsible for compensating the Developer for all damages that exceed the deposit amount provided. All County of Leduc deposits, as required, are separate and shall be paid by the Purchaser upon application for a Building Permit.

6.6 Construction Rules

- No Items shall be placed, deposited or allowed to spill onto any other home sites or common property.
- Home sites are not to be accessed except via the designated access roads.
- Home sites, abutting streets and all access roads shall be kept clean and orderly during construction.
- Debris, vegetation material, topsoil or similar materials may not be burned, dumped or buried anywhere on site at any time.
- Purchasers must ensure that they and their builder do not trespass on or disturb any property other than the home site on which they have been hired to work.

- Paint, solvents, stains and other toxic items shall not be disposed of into the storm drainage system or on site.
- Changing oil on any equipment or vehicles is not permitted on site.
- Concrete trucks may clean their chutes on the site to which concrete is delivered only, provided any debris must be promptly removed and disposed of offsite.
- Utility trailers and other construction-related vehicles shall not be parked on any road within the sub-division over night.
- Alcohol, drugs and loud music shall not be permitted on site at any time during construction.

Owners shall be subject to clean up and administration costs for damages repaired by the Developer.

7. APPROVAL PROCESS

Before applying to the County for a Development Permit, the applicant shall submit plans for approval of the Architectural Design Consultant. Applications shall include the following:

- a) Two complete sets of house plans;
- b) Plot plan, prepared by Pals Geomatics Corp., showing lot house grades and drainage pattern, floor and garage elevations;
- c) Completed application form; and
- d) Colour / Product samples if required.

The Architectural Design Consultant will review the plan and recommend approval, modification, or rejection of the application based on the adherence of the plans to these guidelines. This decision should be made within five days of submission.

It is **recommended** that the Owner submit their proposed plans to the Architectural Design Consultant for Pre-Approval to ensure the proposed home and landscaping will comply with all guidelines and to minimize the requirement for changes with the application.

Once approved, the Architectural Design Consultant will send a copy of the application indicating any changes to the Owner. After approval, the plans may not be altered without prior approval of the Architectural Design Consultant.

The applicant is responsible for notifying the Architectural Design Consultant in writing and shall contain an approved lot grade certificate, a lot grading inspection report to ensure compliance with these guidelines. The property will be inspected once the notification and documentation (seasonal restrictions) has been received. Once the inspection has been completed and all is found to be in compliance and the landscaping is acceptable, the landscape deposit will be refunded either partially or fully.

Approval of any and all house plans will be at the sole and unfettered discretion of the Developer and approved Architectural Design Consultant.

No stake-out or application for a Development Permit will be requested until approved by the Architectural Design Consultant.

8. LOT PURCHASE INSPECTION

Prior to the start of construction the Purchaser shall inspect the lot and all services. All discrepancies or damages are to be reported in writing with the application.

The Owner will be responsible for damages to infrastructure servicing and amenities on and surrounding the lot. At the time of transfer of title to the Owner, a thorough inspection should be undertaken to include the following items:

- * Curb stop – water valve
- * Sidewalks, curbs and gutters
- * Driveway aprons and asphalt
- * Boulevard landscaping/trees
- * Rear gutters and walkways
- * Servicing boxes
- * Light standards
- * Fire hydrants
- * Cathodic protection points
- * Grading and drainage swales
- * Fencing
- * Entrance Features

Pre-existing damages to any of the above items must be reported to the developer in writing and with picture within 7 days of transfer of title to the Owner. If subdivision servicing is not completed at the time of title transfer, a damage report must be submitted to the developer within 7 days of completion of subdivision servicing. If no damage report is received by the developer within the time specified above, any damages assessed to the lot will be charged to the Owner.

9. LANDSCAPING / ARCHITECTURAL AND DAMAGE DEPOSIT

Payment in the amount of \$5,000.00 per Lot (the "**Deposit**") must be made to the Developer in order to secure and guarantee the performance and compliance by the Owner with all requirements of the Architectural Guidelines and to cover any deficiencies or infractions relating to architectural adherence, landscaping adherence or subdivision damages. The Deposit will not accrue interest. Landscaping as per the Architectural Guidelines shall be completed by September 30 of the year following the substantial completion or occupancy of the residential building whichever comes first, weather permitting. The Deposit shall not be released until the following are completed:

- Construction completed, exterior completed in accordance with these guidelines and as per the house plan approval;
- Landscaping completed as per the landscape plans approved;

- Final grading completed;
- Final grading certificates and approved grading inspection report;
- Water valve exposed and marked;
- Sidewalks, street, gutter and curbs in clean condition;
- Written request to The Architectural Design Consultant to conduct the architectural and landscape inspection and damage inspection. The request must include the final grade certificate; and
- Any subdivision damage has been repaired and cost of subdivision repairs are deducted,

whereupon the Developer or the Developer's agents, shall upon the request of the Owner, inspect the Lot as soon as reasonably possible. The Owner will be notified of any landscaping, architectural deficiencies and/or damages. The Owner will be given a time frame in which to correct the landscaping or architectural deficiencies; however, the Developer will correct any damages to development infrastructure at the Owner's cost and without limitation shall be entitled to use the Deposit towards the cost of such corrections. At any time during which the Owner is in default of this Restrictive Covenant, the Deposit or any part thereof may be applied and used to cause compliance with the terms hereof, or to do any work required of the Owner hereunder and done on the Owner's behalf. Upon satisfactory completion of requirements and/or repair of damages, the Deposit will be returned net of any amounts paid to the Municipality or assessed for damages to development infrastructure and/or charges or costs borne by the Developer to ensure compliance by the Owner with the provisions hereof. The Owner shall be responsible for compensating the Developer for all damages that exceed the Deposit. All County of Leduc Deposits, as required, are separate and shall be paid by the Owner. The Developer, its agents or employees may (but shall not be obliged) enter the Lot and do such things as are, in the Developer's opinion, necessary to remedy the Owner's default.

10. HOMEOWNERS ASSOCIATION

Until such time as the Developer chooses to turn over full authority to the Royal Oaks HOA for the enforcement of the Architectural Guidelines with regard to a particular phase of the Royal Oaks development program, such time being determined solely at the Developer's discretion, the HOA will have no authority regarding or involvement in the oversight or management of any aspect of the Architectural Guidelines, nor will the HOA be entitled to require compliance with any provision of the Architectural Guidelines.

Once the turnover of authority from the Developer to the HOA has occurred with regard to a particular phase of the Royal Oaks development program, all references to the Developer in the Architectural Guidelines, with regard only to the phase or phases, for which authority has been turned over, will be understood to be referring to the HOA.

Upon turnover of authority to the HOA, the HOA may grant relaxation of the Architectural Guidelines, with regard only to the phase or phases of the Royal Oaks development program for which authority has been turned over to it by the Developer, in accordance with the procedures set forth in the HOA Articles of Association.

The information contained herein is intended as a guide. Neither the Developer nor its designated Consultant shall have any liability whatsoever for any defect or lack of suitability in any of the materials or products suggested by or required by these guidelines. The Developer and its designated Consultant make no representation or warranties as to the accuracy or completeness of this information. The enforcement of these guidelines and interpretation of same shall be at the sole discretion of the Developer and their designated Consultant who reserves the right to grant relaxation of these guidelines without notice. Royal Oaks and its Consultants reserve the right to waive or vary any of the procedures, requirements or standards set forth at its discretion without recourse to the owner(s) on liability.

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