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CAVEAT

TO THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE that TERWILLEGAR HILL ESTATES LTD. claims for itself and annexes to and to run with the Lands the benefits, burdens, rights and restrictions as set forth in the Restrictive Covenant Schedule attached hereto and marked Exhibit I (which forms a part hereof) respecting, inter alia, the use and the development of and to the lands described in The Land Schedule annexed hereto and marked Schedule "A" to Exhibit I, being lands standing in the register in the name of TERWILLEGAR HILL ESTATES LTD.

TERWILLEGAR HILL ESTATES LTD. forbids the registrations of any person as transferee or owner of, or of any instrument affecting the aforesaid Lands, estate or interest, unless the instrument or Certificate of Title, as the case may be, is expressed to be subject to our claim and the benefits, burdens, restrictions, covenants and conditions hereto annexed to the aforesaid lands.

We appoint the offices of WITTEN BINDER, Barristers and Solicitors, #2500, 10303 Jasper Avenue, Edmonton, Alberta, T5J 3N6 as the place at which notice of proceedings relating hereto may be served.

DATED this 5th day of October, A.D. 1989.

TERWILLEGAR HILL ESTATES LTD.

Per: _____

Per: _____

c/s

EXHIBIT 1

RESTRICTIVE COVENANT CAVEAT SCHEDULE

TO THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT

WHEREAS:

1. TERWILLEGAR HILL ESTATES LTD. ("Developer") is the registered owner of the land situate in the City of Edmonton, the Province of Alberta described in The Land Schedule annexed hereto and marked as Schedule "A" ("Lands").
2. The Developer is in the process of developing the Lands as a series of residential lots.
3. In order to provide that the Lands and each and every part thereof will be developed on a well planned and uniform basis of high standards of appearance, it is desirable that the Developer annex to and/or benefit of the Lands and each and every part thereof certain restrictions, covenants and conditions restrictive in nature in respect of the exterior design, use (to the extent that use is a function of design) and development of the Lands and each and every part thereof and the buildings, structures, improvements and premises to be erected on each and every part of the Lands, all as hereinafter set forth, which restrictions, covenants and conditions are not meant to detract or derogate from the Land Use Bylaw of the City of Edmonton, but are

in addition and supplementary to, the restrictions, covenants and conditions contained in the said Land Use Bylaw.

4. Compliance with the Design Guidelines as interpreted by the Developer pursuant to this Restrictive Covenant Caveat shall be a requirement of any Development. The Design Guidelines are intended as a reference and guideline for use by the Developer in evaluating any specific development proposal to ensure compliance with the Design Guidelines.

NOW THEREFORE the Developer does annex to and for the benefit of the Lands and each and every part thereof and for the common benefit of the Developer and of any and all purchasers of the Lands and each portion thereto the following restrictions, conditions and covenants restrictive in nature the benefits and burdens of such restrictions, conditions and covenants to run with the Lands.

ARTICLE 1

INCORPORATION OF RECITALS AND DEFINITIONS

1.1 The recitals hereto are incorporated in this Restrictive Covenant Caveat Schedule and shall form part hereof.

1.2 For the purposes of this Caveat including the recitals, the terms defined in this Article I shall have the meanings herein specified. The terms:

- (a) "Design Guidelines" shall mean the Design Guidelines attached hereto as Schedule "B",
- (b) "Development" means carrying out of any construction or any residential building structure, improvement of premise on or excavation of the lands.
- (c) "Developer" shall mean TERWILLEGAR HILL ESTATES LTD.

ARTICLE II

APPROVAL OF DEVELOPER

2.1 No Development shall be commenced or carried out on any portion of all the Lands except as approved in writing pursuant to the Design Guidelines all as herein required. Application hereunder must be made prior to any application for a development permit or building permit from the City of Edmonton.

2.2 Each and every person proposing Development on the Lands shall provide the Developer with plans and specifications and such other information that the Developer may require in order to approve a proposed Development, which plans and specifications shall be of the scale and detail required by the City of Edmonton for development permit application, including, but without restricting the generality thereof, the following:

- (a) The drawings, plans and security deposit required pursuant to the provisions of the Design Guidelines;
- (b) an undertaking by the person making application that the plans and all other material which are approved by the Developer, shall be identical to those which shall be submitted to the City of Edmonton for a development and building permit;

Whenever the Developer receives a request for approval. The Developer shall, within Fourteen (14) days from receipt of application, provide it's approval, conditional approval or disapproval.

2.3 In the event of a resubmission, for any purpose, by any party seeking the Developer's approval, the cost of same shall be paid for by such party and shall be paid in advance.

ARTICLE III

COMPLIANCE

3.1 Each person 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 Developments;
- (b) The conditions of any easements or restrictive covenant in respect of the Lands;

- (c) The restrictions, conditions and covenants contained in this instrument;

These restrictions, covenants and conditions are not to detract or derogate from any Land Use Bylaws of the City of Edmonton, but are in addition to, and supplementary to, the restrictions, covenants and conditions contained in the Land Use Bylaw of the City of Edmonton, in force at the time.

3.2 Where reference is made herein to requirements of the Land Use Bylaw, such references shall mean the Land Use Bylaw, 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 Development Appeal Board, is through application to other governmental authority or court of competent jurisdiction or otherwise howsoever.

ARTICLE IV

COMPATIBILITY

4.1 The Developer may in its sole discretion withhold approval from any proposed development with a design, use (to the extent that use is a function of design) or development which in the opinion of the Developer is not in conformance with the Design Guidelines or is incompatible with other users of other portions of the Lands whose Development has been approved.

ARTICLE V

WAIVER

5.1 The Design Guidelines cannot be varied or waived without the express written consent of the Developer.

5.2 The Developer retains and has the sole right in its sole discretion, to vary the restrictions, conditions and covenants of this Caveat and the Design Guidelines. The waiver, excusing or overlooking any of the restrictions, conditions or covenants in this Instrument by the Developer in respect to any Development of the Lands shall not be construed or constituted a waiver in favour of any other Development of the Lands nor be construed or constitute a waiver of any other of the restrictions, conditions and covenants contained in this Caveat.

ARTICLE VI

SECURITY AND ENFORCEMENT

6.1 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 Schedule the Developer shall have the right, but not the obligation, to remedy any default

And non-compliance with the provisions hereof. In the event the Developer, or it's agents, contractors or licensees, remedies such default, then and in such event the Developer shall be entitled to be reimbursed from the security deposit paid pursuant to the Development Guidelines. The Developer shall not be limited to the amount of such security deposits if in fact the cost to remedy a default or defaults shall be in excess of such deposit or deposits.

6.2 The powers, rights and remedies set forth herein shall be deemed to be cumulative and not exclusive of any thereof or 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.

6.3 This Caveat shall, in the first instance, be enforced by the Developer.

ARTICLE VII

SEVERABILITY

7.1 Should any part, term or provision hereof or of the Design Guidelines 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.

7.2 Should any provision of this Restrictive Covenant Caveat Schedule and the Design Guidelines 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 5th day of October, 1989.

TERWILLEGAR HILL ESTATES LTD.

Per: _____

Per: _____

c/s

SCHEDULE "A"

PLAN 892 3028

BLOCK ONE HUNDRED (100)

LOTS ONE (1) TO FORTY FOUR (44) INCLUSIVE

BLOCK ONE HUNDRED ONE (101)

LOTS THIRTY NINE (39) TO NINETY SEVEN (97) INCLUSIVE

AFFIDAVIT IN SUPPORT OF CAVEAT

I, DAVID E. GROSSMAN, of Edmonton, in the Province of Alberta,
Barrister and Solicitor, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I am agent for the above named Caveators.
2. THAT I believe that the Caveators have a good and valid claim on the
land and I say that this Caveat is not being filed for the purpose of delaying
or embarrassing any person interested in or proposing to deal with it.

SWORN BEFORE ME at the
City of Edmonton, in the
Province of Alberta, this
3 day of October,
A.D. 1989.

Barbara Buchsdrucker
COMMISSIONER FOR OATHS in and
for the Province of Alberta.)

BARBARA J. BUCHSDRUCKER
MY COMMISSION EXPIRES
NOV. 11, 1992

David E. Grossman

DATED: the ____ day of _____,
198_.

LAND USE AND DEVELOPMENT
RESTRICTIVE COVENANT CAVEAT

MITTEN BINDER
Barristers & Solicitors
#2500, 10303 Jasper Avenue
EDMONTON, Alberta
T5J 3N6

File No.: 61,256/DEG

DATED: the _____ day of _____ 198__

TERWILLEGAR HILL ESTATES

PHASE I

DESIGN GUIDELINES

TERWILLEGAR HILL ESTATES - PHASE I

Design Guidelines

November, 1989

TABLE OF CONTENTS

Introduction	2
1.0 Design Guidelines Objectives	2
2.0 City of Edmonton Standards	2
3.0 Building Massing and Siting	2
3.1 Setbacks/Separation Space	2
3.2 Ravine Setbacks	2
3.3 Siting and Site Coverage	2
3.4 Massing and Building Heights	3
3.5 House Sizes	3
3.6 Lot Grading	3
3.7 Repetition	4
4.0 Materials	4
4.1 Roof Materials	4
4.2 Chimneys/Vents	4
4.3 Exterior Finishes	4
4.4 Elevations	4
4.5 Front Entries	5
4.6 Accessories	5
4.7 Colours	5
4.8 Driveways and Garages	5
4.9 Ancillary Buildings and/or Garden Sheds	5
5.0 Landscaping/Fencing	5
5.1 Front Yard Landscaping	5
5.2 Trees/Sod	6
5.3 Fencing	6
6.0 Other Important Guidelines	6
6.1 Signage	6
6.2 Recreation Equipment and Commercial Vehicles	6
6.3 Appearance During Construction	6
7.0 Approval Process	6
7.1 Initial Submission	6
7.2 Interim Building Review	7
7.3 Final Building Approval	7
7.4 Refund of Security Deposit	7

INTRODUCTION

This document outlines the design guidelines for the first phase of Terwilliger Hill Estates, a comprehensively planned community in Riverbend, Edmonton.

These guidelines will direct homebuyers, designers and builders toward appropriate building forms and details as well as lot landscaping and fencing.

This document is the mechanism whereby the Developer will exercise design control over building design and lot landscaping and as such forms part of the Agreement for Sale as follows:

- The Purchaser agrees that the Developer prepares, implements and enforces Design Guidelines;
- The Purchaser agrees that the Design Guidelines form a charge running with the land and shall be protected on title by the Developer by means of an encumbrance;
- The Purchaser agrees to be bound by the Design Guidelines.

No house sale is to be represented as final to a prospective house purchaser until the final approval of plans, elevations, lot siting, colour scheme and lot landscaping has been given by the Developer. The House Builder shall be fully and solely responsible for such representation.

1.0 DESIGN GUIDELINES OBJECTIVES

There are two primary objectives that have been considered in developing the Design Guidelines.

1. The Image of the Community - The general architectural thrust will encourage richly detailed homes which are uniquely suited for the individual single family lots.
2. The Quality of the Community - the Design Guidelines are the mechanism which encourages the community to be of the highest quality, reflecting its comprehensively planned image appropriate to the setting.

House plans will be reviewed in terms of their adherence to plans which incorporate these guidelines. The Developer may require certain modifications to house plans and/or specifications where it is felt that a modification is required to take advantage of unique lot characteristics or to conform to the overall objectives of the guidelines.

Applicants may provide alternative details to those outlined in these Guidelines providing that it is demonstrated that conformity to the overall objectives for the quality of the area is being maintained. The acceptability of such alternatives is solely at the Developer's discretion.

2.0 CITY OF EDMONTON STANDARDS

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

3.0 BUILDING MASSING AND SITING

3.1 Setbacks/Separation Space

Minimum setbacks for all front and side yards will conform to those established by the City of Edmonton RF-1 District.

3.2 Ravine Setbacks

In Ferris Way for any buildings within 60m of the top-of-bank line, the roof leaders must discharge onto a paved surface or splash pad which is sloped towards the nearest public road.

3.3 Siting and Site Coverage

The maximum site coverage is 40% for house and attached garage as per the City Bylaw.

The siting of dwelling units shall reflect the attributes of topography, views, exposure to sunlight and the need for privacy. House siting should be examined to encourage proper lot drainage.

3.4 Massing and Building Heights

The maximum building height is 10m (32.8 ft.). The minimum roof pitch is 4:12.

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. Houses within the same street or cul-de-sac are to have a consistency of apparent volume, i.e., smaller homes cannot go directly beside larger homes.

3.5 House Sizes

The minimum floor areas that will be permitted in Terwilliger Hill Estates are as follows:

Minimum Floor Area

Bungalow	1,600 sq.ft.
1-1/2 Storey	1,800 sq.ft.
Split (2 Levels)	1,400 sq.ft.
Two-Storey	1,800 sq.ft.

The minimum floor areas that will be permitted in Ferris Way are as follows:

Minimum Floor Area

Bungalow	1,800 sq.ft.
1-1/2 Storey	2,200 sq.ft.
Split (2 Levels)	1,700 sq.ft.
Two Storey	2,200 sq.ft.

All houses shall be a minimum exterior width of 40 feet at ground level.

Houses should be specially designed to adapt to sloped lots, e.g., split levels.

Front/Side Sloping Lots: On Lots where the rear yard elevation is significantly higher than the front, specifically Lots 69 - 77 and Lots 93 - 97, Block III, the house is to be designed to avoid a full, 3 - storey high, front wall elevation. This may be accomplished by incorporating drive-under garages into split-level and side-split floor layouts. The main floor elevation of homes which are not split-level or side-split plans, must not be higher than 2'-6" above the finished elevation at the front of the garage.

Walkout Basement Lots: The rear house elevations

for these lots should be designed to avoid continuous, 3-storey high, rear wall elevation. The distance from grade to the first eave line is to be less than 20 feet.

Essentially, the architectural devices that can best achieve this rear wall elevation requirement are downhill sloping roofs in combination with dormers, variations in the rear wall planes, retaining walls and grading.

3.6 Lot Grading

Lot grading is to follow the natural slope of the land form and is to be consistent with the Subdivision Grading Plan (which will be provided by the Developer). The minimum slope allowed is 2%.

All lot plans will be prepared by the Designated Surveyor. The staking out of the home will be jointly carried out by the builder and the Designated Surveyor. This procedure will facilitate establishing building elevations that are appropriate for the on-site grading conditions.

The Developer reserves the right to adjust the grading requirements between units after plans for affected homes have both been submitted. A co-ordinated grading review will be carried out by the Designated Surveyor to ensure that the proposed final grades of a particular house do not adversely affect the adjacent house. The final grading requirements will be balanced by the Designated Surveyor to the mutual benefit of both houses.

It is the responsibility of the Purchaser, after the final grading is complete, to have the Designated Surveyor provide to the Developer a Lot Grading Certificate that certifies compliance of the actual finished grades with the Approved Grading Plan.

Downspouts and Splash Pads: Downspouts without extensions, whether hinged or not, along with attached concrete splash pads are mandatory. Splash pads are also required for the sump pump discharge pipe.

Sideward Grading: In addition to the critical grade control points at the corner pins of the lots, the grade elevations along the entire length of side property lines will also be important considerations.

Particular attention is to be given to the sideward grading for those lots with front to back falls and/or side to side falls. In the case of a side to side falling lot, the base of the steps for any side door access must be approximately equal to the level of the driveway at the garage door. For those lots with grades generally falling towards the backyards, the base of

these steps is to be lower than the level of the driveway. In these cases, modifications to the exterior cladding might be necessary to ensure that a minimum 2'-0" parge line is maintained.

In the case of those walkout basement lots adjacent to non-walkout basement lots, retaining walls between backyards may be required.

3.7 Repetition

Designs with approximately identical house elevations may not be repeated more often than every sixth house on either side of the street.

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

4.0 MATERIALS

4.1 Roof Materials

The roof is to be either cedar or pine shakes (or shingles) or clay tile. Shakes or shingles must be natural or earthtone colours and tiles should be terra cotta, grey or brown, and not blue or green. Other roof finishes and colours will be considered if it can be shown by the applicant that these are in keeping with the overall objectives of these guidelines.

All roof stacks, flashings, etc., are to be painted out to match roof colour. All fascia board ends are to be cut within 10 degrees of vertical and are to be a minimum of 6" deep.

In Ferris Way, fascia boards are to be a minimum of 10" deep.

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

Overhangs on upper levels are recommended to be 1' to 1'-6", and on lower levels are to be 2'.

4.2 Chimney/Vents

All chimneys are to be brick, stone, stucco or stucco to match the exterior of the house. All chimneys are to incorporate corbelled detailing (such as Queen Anne Style).

All "A" and "B" vents are to be painted dull grey or other approved colour.

4.3 Exterior Finishes

Allowable materials include brick, stucco, cedar siding, double four or double five aluminum or vinyl siding.

Exterior siding is to be horizontal only. The colour of corner fascia boards is to be complementary to the siding or to match the trim colour.

California style stucco subject to colour approval is permitted provided it is complete with the strong detailed masonry elements characteristic of California homes.

Brick or stonework is to be quiet and even toned.

No higher than 2'-0" of concrete walls are to be exposed above grade. Higher concrete walls are to be clad with the predominant siding material, i.e., walkout basement, drive-under garages, etc.

If muntin bars are used, then these shall be of solid materials, not tape.

Garages are to be finished in similar design and materials to the house. Garage doors are to be painted or stained wood.

Electrical and gas meters are to be situated in areas that are not visible from the street or are fully screened with landscaping.

4.4 Elevations

Front elevation treatments should avoid large expanses of flat, vertical wall through the use of such elements as trim boards on window frames, arched elements, decorative panels, balconies, bay windows, overhangs, etc.

The use of brick or stone on a front elevation must wrap around the front corners onto the side elevations a minimum of 2'.

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

Lots backing onto Terraville Drive and Falconer Road: The rear house elevations for these lots are highly visible to Terraville Drive and Falconer Road and therefore are critical in the public's impression of the community.

To enhance the community's image the rear elevations for these lots should be given the same attention to design as the front elevations. This can be achieved, for example, by following a special rear entrance treatment variation in the two-storey

massing (balconies, cantilevers and roof lines, etc.). The Developer reserves sole discretion on the acceptability of these elevations.

4.5 Front Entries

Front entrances are to create an impression of quality in keeping with the overall image being created for the community.

Front entries in Ferris Way must have double doors and/or side panels such that the entry area is at least 6 feet wide.

4.6 Accessories

Where exterior lighting fixtures are used, they should be in the brass. In these cases, there will be two lighting fixtures flanking the garage door(s), one in the vicinity of the front door, and one strategically placed walkway lighting fixture. All door knockers, mail boxes, and house numbers are to be brass.

4.7 Colours

All exterior colour schemes will be approved a house-by-house basis. However, submission of colour schemes for pre-approval is strongly encouraged. Each colour scheme is to be adequately described by representative manufacturer paint colour codes. The Developer reserves the right to approve or disapprove any colour scheme. No adjacent homes shall be of the same colour with the same material (i.e., white stucco is acceptable next to white siding). Notwithstanding the foregoing, the Developer will not permit the predominance of one colour within any portion of the neighbourhood.

Colour schemes 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.
- California Style stucco is to be white, off-white or in the beige tone range. The Developer will consider other stucco colours on an individual basis.

4.8 Driveways and Garages

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

- exposed aggregate with or without brick edging;
- paving stone;
- concrete with or without brick edging;
- concrete with inlaid brick or stone pattern.

In Ferris Way, driveways and front walks are to be finished with brick edging.

All houses are to have a 2-car attached garage at minimum.

Gable ends are not allowed on the front elevations of garages without sufficient detailing to reduce the apparent height of the gable ends. The approval of such detailing rests solely with the Developer.

Garages are to be sited on the lot in conformity with the Subdivision Driveway Plan (which will be provided by the Developer).

The eave line on front sloping garage roofs is to be within 1'-0" of the top of the garage doors.

Drive-under garages are permitted on sloped lots provided they do not abnormally raise the first floor more than 2'-6" above the finished elevation at the front of the garage. The building height is to be no greater than 2 storeys for the garage portion of the elevation.

4.9 Ancillary Buildings and/or Garden Sheds

The side wall elevations of all ancillary buildings and garden sheds shall not extend higher than adjacent fencing, i.e., maximum 5 - 6 feet in height. Exterior wall finishes and colours shall complement those used on the house. Roof materials are to match the materials used on the roof of the house.

All proposed ancillary buildings or garden sheds should be submitted to the Designated Design Consultant prior to construction and/or installation on site.

5.0 LANDSCAPING/FENCING

5.1 Front Yard Landscaping

Landscaping of the front yards and visible portions of the side yards should be designed to enhance individual homes and specific sites. Plants should be chosen from species which complement house colours and neighbouring lots.

Front yards with more than 10% grade should be terraced in shelves or by using landscaped retaining walls.

Retaining wall materials are to be compatible with the house materials.

Concrete retaining walls are permitted if they are highly patterned or of washed aggregate complete with detailed caps of brick or wood. Concrete retaining walls of more than 2'-6" in height must be terraced so that each lift is not greater than 2'-6".

5.2 Trees/Sod

Three trees and sod with a minimum 3" of topsoil are to be planted by the builder and/or homeowner in the front yard and visible side yards within 6 months of completion of the house or when weather permits. The three trees are to be a combination of 3" caliper deciduous or 10" - 12" coniferous trees.

Completion of the landscaping forms part of the final acceptance requirements.

5.3 Fencing

All side and rear yard fencing will be co-ordinated in terms of design, colour and detail based on the standard fence design options for the Subdivision (which will be provided by the Developer). All fence posts are to be a minimum dimension of 4" x 6".

Fencing must be constructed within 6 months of completion of the home, or when weather permits and is the responsibility of the builder and/or homeowner to construct and maintain.

Front Yards: fences in front yards will be prohibited except for ornamental fencing approved by the Developer to a maximum height of 1.0m or 3 ft.

Side Yards: fence heights are to be 5 - 6 feet in height.

6.0 OTHER IMPORTANT GUIDELINES

6.1 Signage

All "For Sale", builders and construction signs are to be in the approved standard format. Both temporary and permanent signage will be co-ordinated and approved by the Developer.

6.2 Recreation Equipment & Commercial Vehicles

Recreation vehicles and commercial vehicles in excess of 3M ton capacity shall not be stored in the front yard or driveway of any property between the building line and the curb, and if otherwise stored on the property, shall be screened to reduce unattractive visibility of such vehicles or equipment from abutting street and adjacent homes.

Satellite antennas must not be visible from the street, i.e., they must be screened from view.

6.3 Appearance During Construction

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

The Purchaser is required to keep his lot clean and orderly during construction. There will be no burning of garbage. Purchasers found negligent will be back-charged for clean-up carried out by the Developer.

7.0 APPROVAL PROCESS

7.1 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 \$3,500.00:

- drawings of the house (plans, elevations 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";
- a landscape plan identifying site planting, landscape details and fencing at 1:100 or 1/8"=1'-0";
- a completed Application Form for House Plan Approval (indicating colours, materials and other specific information as requested in the form).

Copies of forms are enclosed in these guidelines.

The Developer or its 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 as regards 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 Purchaser from approved plans must be submitted to the Developer or its Designated

Design Consultant for approval in writing. Incomplete applications will be returned to the Purchaser.

7.2 Interim Building Review

The Designated Design Consultant may carry out an on-site review of the homes 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.

7.3 Final Building Approval

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

7.4 Refund of Security Deposit

Following the Final Building Approval and the completion of any deficiencies, the Building portion of the security deposit (\$2,000.00) will be refunded by the Developer.

Following the acceptance of the Lot Grading Certificate and installation of the required lot landscaping and conforming fencing, the landscape portion of the security deposit (\$1,500.00) will be refunded by the Developer.

The information contained in this Design Guidelines Document is provided as a guide to be used by the Lot Purchaser, and the Developer may revise these Guidelines at their discretion. The Developer and its designated consultants make no warranties or representations as to the accuracy or completeness of any information provided on individual house plans. The Purchaser shall be fully and solely responsible for all designs which follow these guidelines and for the conformance of such designs to the appropriate building codes.