

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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ADVISORY

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RESTRICTIVE COVENANT

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

WHEREAS:

A. GPDC is the registered owner of the Dominant Lands and the Servient Lands described in Schedule "A" hereto situate in the City of Edmonton;

B. GPDC 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 Development, which restrictions are not meant to detract or derogate from the Land Use Bylaw of the City of Edmonton currently in force, but are in addition to and supplementary to the restrictions, covenants and conditions contained in the said Land Use Bylaw.

NOW THEREFORE, GPDC 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) "Architectural Design Guidelines" means the architectural control guidelines as set out in Schedule "B" attached hereto;
 - b) "Development" means the residential subdivision plan within which the Lots are located;
 - c) "Dominant Lands" means the lands described as such in Schedule "A" hereto;
 - d) "GHA" means The Grange Homeowners Association, its successors and assigns and any replacement or substitute homeowners association which from time to time may be designated by GPDC as the homeowners association established for the benefit of the Servient Lands;
 - e) "GPDC" means The Grange Property Development Corporation and its successors and assigns;
 - f) "Lands" means the Dominant Lands and Servient Lands described in Schedule "A" hereto;
 - g) "Lots" means the lots described in Schedule "A" hereto;
 - h) "Restrictions" means the provisions, restrictions and stipulations contained in Paragraph 2 of this Restrictive Covenant;


- i) "Restrictive Covenant" means this agreement as the same may be amended from time to time and the expressions "herein", "hereof", "hereto" "above", "below", and similar expressions if used in any article, section or paragraph of this agreement refer to this agreement including the schedules hereto and do not refer solely to a particular article, section or paragraph unless specifically stated herein;
 - j) "Servient Lands" means the lands described as such in Schedule "A" hereto.
2. For each of the Lots comprising the Servient Lands described in Schedule "A" hereto, for the benefit of the Dominant Lands, the following restrictions, stipulations and provisions are to run with the Lands, namely:
- a) No Owner shall construct or permit the construction or alteration of any dwelling unit, building or other improvement of any kind on the Lots unless the construction or alteration complies with the Architectural Design Guidelines as same may be amended from time to time in accordance with their terms.
3. Notwithstanding anything herein contained to the contrary, the Restrictions may be amended from time to time by GPDC or GHA provided that such amendments are made in writing. GPDC or GHA shall make a copy of such amendments available to any registered owner of the Lots upon request at the registered office of GPDC or GHA, as the case may be, from time to time.
4. 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 circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each of the remaining Restrictions of this Restrictive Covenant shall be valid and enforceable to the fullest extent permitted by the law.
5. This Restrictive Covenant is in addition to the requirements 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.
6. Nothing herein shall require or oblige GPDC or GHA to enforce this Restrictive Covenant or render GPDC or GHA liable for the failure of any of the registered owners from time to time of the Lots to adhere to or comply with the Restrictions contained in this Restrictive Covenant, it being the intention to attach to each of the Lots, and the registered owners from time to time thereof, the obligation for compliance with this Restrictive Covenant.
7. The Restrictions contained in this Restrictive Covenant shall be binding upon and enure to the benefit of the registered owner from time to time of each of the Lots and the restrictions herein shall run with the Lands and each of the Lots and the restrictions herein shall run with the Lands and each of the Lots comprising the Lands.

8. GPDC may delegate to GHA the power to grant any approval, give any consent or make any amendment to this Restrictive Covenant which GPDC has the right or power to grant or make hereunder.

IN WITNESS WHEREOF GPDC has executed this Restrictive Covenant, this
24th day of September, 2002.

THE GRANGE PROPERTY DEVELOPMENT
CORPORATION

PER: _____



✓ SEAL

SCHEDULE "A"

SERVIENT LANDS:

PLAN 002 3150 ✓
BLOCK 14
LOT 1
CONTAINING 2.26 HECTARES (5.58 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

	HECTARES	(ACRES)	MORE OR LESS
A) PLAN 0220656 SUBDIVISION	0.931	2.30	

EXCEPTING THEREOUT ALL MINES AND MINERALS

DOMINANT LANDS:

PLAN 002 3150 ✓
BLOCK 14
LOT 1
CONTAINING 2.26 HECTARES (5.58 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

	HECTARES	(ACRES)	MORE OR LESS
A) PLAN 0220656 SUBDIVISION	0.931	2.30	

EXCEPTING THEREOUT ALL MINES AND MINERALS

MERIDIAN 4 RANGE 25 TOWNSHIP 52 ✓
SECTION 19
QUARTER NORTH EAST
CONTAINING 64.8 HECTARES (160.16 ACRES) MORE OR LESS
AS SHOWN ON A PLAN OF SURVEY OF PART OF THE SURRENDERED PORTION
OF THE STONY PLAIN INDIAN RESERVE NO. 135, SURVEYED IN A.D. 1908;
EXCEPTING THEREOUT:

	HECTARES	(ACRES)	MORE OR LESS
A) PLAN 1067RS - ROAD	0.405	1.00	
B) PLAN 8220532 - SUBDIVISION	1.44	3.56	
C) PLAN 9122244 - RIGHT OF WAY	0.269	0.66	
(AREA A - GATE STATION)			
D) PLAN 9825723 - SUBDIVISION	5.71	14.11	
E) PLAN 9825740 - SUBDIVISION	4.51	11.14	
F) PLAN 9926029 - SUBDIVISION	4.17	10.30	
G) PLAN 0022893 - SUBDIVISION	3.26	8.06	
H) PLAN 0023150 - SUBDIVISION	3.61	8.92	
I) PLAN 0024473 - SUBDIVISION	0.59	1.46	
J) PLAN 0123820 - SUBDIVISION	4.71	11.64	

K) PLAN 0124683 - SUBDIVISION	0.306	0.756
L) PLAN 0125520 - SUBDIVISION	1.34	3.31
M) PLAN 0220666 - SUBDIVISION	0.126	0.31 (FOR ROAD)
N) PLAN 0220821 - SUBDIVISION	2.12	5.24
O) PLAN 0220845 - SUBDIVISION	2.89	7.14
P) PLAN 0225604 - SUBDIVISION	4.40	10.87

EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE "B"

See Architectural Guidelines attached.

Schedule "B"

ARCHITECTURAL GUIDELINES OCTOBER, 2001

1.0 INTRODUCTION

This document outlines the design guidelines for The Grange, Pheasant Pointe Project.

Each Purchaser must inspect the condition of the local improvements installed by the Vendor, including but not limited to the curbs, gutters, sidewalks, 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, failing which, costs for repairing damages for same shall become the sole responsibility of the Purchaser of the lot.

These guidelines may be altered, amended or varied by the Vendor. The Grange Property Development Corp., at its sole and absolute discretion, and without any prior notice.

The Vendor, The Grange Property Development Corp., the Architectural Consultant, their servants, agents, contractors, appointees, shall not be held responsible or liable for the accuracy, enforcement or compliance with the Design Guidelines to any owner or purchaser within the subdivision.

Restrictive covenant(s) (copy/copies attached) are registered on the title of each lot.

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.

2.0 HOUSE MASSING/SITING/SIZE

The maximum building height is 10m (32.8 ft.).
The minimum roof pitch is to be 5:12.

The massing of homes should be consistent with the area and neighbouring homes. 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

and drastic variation in roof lines between adjacent homes is to be avoided.

The siting of homes should take maximum advantage of lot widths.

3.0 MATERIALS & ARCHITECTURAL DETAILS

The roof material is to be BP Roofmaster Weathered Wood. All roof stacks visible from the front or flanking roadway, or Guardian Road must have a chase with corbeling.

All fascia boards are to be a minimum of 6" deep.

Rain water leaders, eavestroughs and fascias should match the trim colour as selected, where possible. Soffits are to be prefinished metal.

Overhangs are to be a minimum of 18".

Parging should be kept to a maximum of 2'-6" above finished grade on front elevations and front 1/3 of side elevations.

Muntin bars are mandatory on front elevations and are to be of solid materials, not tape.

All garages are to be finished in similar design and materials to the house. Garage doors are to have raised panel detailing and are to be finished in a colour similar to the exterior colour of the home.

All front elevation windows must have one (1) of the following in colour contrasting to body colour:

- shutters;
- battens;
- shadow sill build-out.

The overall appearance of the home is to be appropriate to the subdivision and is to be of a "traditional" or "heritage" style. The following are examples of design elements that should be incorporated in a coordinated fashion:

- large windows and feature windows such as rakehead, half round, etc.;
- bay windows;

- porches and railings;
- shutters;
- glazing in garage doors;
- brick and stone details;
- columns and/or pillars;
- trim and corner boards, and other details such as keystones, etc.;
- decorative louvers and vents;
- fascia/trim boards;
- other appropriate architectural elements.

It is suggested that 2 or more of the above-noted features should be incorporated on the front elevation.

Standard coach lamps required.

If brick or stone is used, returns on side elevations should be a minimum of 18". Brick or stonework is to be quiet and even toned.

Houses on corner lots are to have additional elevational treatments adjacent to flanking streets.

Rear elevations of homes backing onto Guardian Road or Graham Court must include large windows and avoid large flat expanses of wall through the use of build-outs, varied rooflines, decorative louvers/vents, 2nd storey window treatment of shutters, battens, or shadow sill build-out is required.

At minimum, front entry doors are to have raised panel detail with glazing (i.e., fanlight/half round).

All exterior colour schemes will be approved on an individual basis. Contrasting colours between siding and trim is mandatory. Matching fascia and siding will not be permitted.

Front sidewalks and driveways, including aprons between the front curb and the sidewalk are to be poured concrete, or paving stone equivalent. All sidewalks are to be a minimum of 30" in width.

Height between the garage door and eave line should be kept to a minimum 2'. Appropriate detailing on gable ends is required to reduce the apparent height of the gable ends by use of

Architectural detail such as a louver

Garages are to be sited on the lot in conformity with the approved Subdivision Driveway Plan, unless otherwise approved by the Vendor.

4.0 LOT GRADING/LANDSCAPING/ FENCING

Lot grading is to be consistent with the approved Subdivision Grading Plan. The costs of obtaining proper grading and drainage are the responsibility of the Builder and/or Purchaser.

All plot plans and stakeouts are to be completed by the Designated Surveyor.

Landscaping is to be completed within 6 months of occupancy, weather permitting.

Landscaping shall be completed in accordance with the approved landscape plan.

Fencing, if constructed, shall be in compliance with the design and colour set out in the restrictive covenant and consistent with the design and colour of the fence as constructed by the Vendor.**

** See attached general conditions of sale for details.



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