

WENTWORTH – PHASE 1

RESTRICTIVE COVENANT AND EASEMENT

Pursuant to Sections 48(1) and 68(1) of
the Land Titles Act, Alberta

RECITALS:

101. Dundee Development Corporation (herein called “Dundee”), a body corporate with an office in Calgary, Alberta, is the registered owner of certain lands situate in Calgary, Alberta, which are described in Schedule “A” attached (herein collectively called “the lots” or individually called a “lot”). Each equitable owner of a lot and each registered owner of a lot is called an “Owner”. The City of Calgary is called the “City”.

102. Dundee wishes the lots to be subject to the restrictions, covenants, and limitations set forth in this Restrictive Covenant for the following reasons:

- (1) Dundee is developing a planned mixed-use residential community called Wentworth for the lots;
- (2) Dundee considers it to be desirable for the greater enjoyment of the lots;
- (3) Dundee believes that it will help to maintain the value of the lots;
- (4) Dundee believes that it will benefit future owners of the lots;
- (5) Dundee believes that it will protect the owner of a lot against the improper development and improper use by the owner of another lot;
- (6) Dundee believes that it will prevent building designs that are not suitable for the community, and Dundee believes that it will prevent the use of any building material that is not suitable for the community.

Therefore, Dundee does (for itself, for its transferees, and for its assignees) covenant and agree as follows:

1. Each lot shall be a servient tenement. Each lot shall be a dominant tenement.

All of the lots shall be subject to the restrictions and conditions herein set forth which shall be deemed to be covenants running with the land and annexed to the land and shall be binding upon and enure to the benefit of each lot and the Owner of each lot while he is an Owner, from time to time. The covenants shall also enure to the benefit of the City. The provisions of articles 2, 3, 4 and 20 in this Restrictive Covenant shall terminate on December 31, 2010.

2. An Owner shall not apply to the City for a building permit on the lot:
 - (1) prior to the delivery by the Owner to Dundee of a plot plan for the lot, a full set of plans for the building, or buildings on the lot, and the detailed schedule of each exterior finish for the building(s) on the lot; and
 - (2) prior to the date Dundee gives written approval for each item listed in subsection (1) above.
3. Without the prior written approval of Dundee an Owner shall not do (or permit) any alteration or change to the structure or appearance (including colours) of any building or fence, or construct or set upon a lot any free standing structure (e.g. gazebo, play structure, garage, carport, shed, etc.).
4. No excavation shall be made on a lot except an excavation for the purpose of immediately commencing the construction of the building on the lot or an excavation for the immediate improvement of the gardens and grounds of the lot. Without the prior written permission of Dundee, no soil, sand, gravel or rock shall be removed from a lot, unless it is in excess of that required to complete the building and the lot grading to the approved plans.
5. An Owner shall not alter (or permit any alteration to) the overall drainage pattern and lot grades as specified on the lot grading plan (as issued with the Building Grade Slip by Dundee's engineer) and filed with the City.
6. No lot shall be used for the storage of materials or equipment other than materials or equipment that is usually stored in connection with a private residence.
7. No building waste or other material of any kind shall be dumped or stored on a lot, except uncontaminated earth for the purposes of grading and for the construction of a structure on the lot or for the immediate improvement of the gardens and grounds of the lot.
8. An Owner shall not install or allow to be installed a television or radio antenna, transmitter, or any electronic receiver or communication device larger than 0.5 metres in diameter, on any portion of a lot or building on a lot, if such equipment or device is visible from a public street or park.
9. No animals other than those normally permitted in private homes in urban residential areas shall be kept upon a lot; and no breeding of pets for sale is permitted and no boarding of pets is permitted.
10. Except on City designated days for garbage pick-up, no garbage or refuse may be stored so that the containers or refuse can be visible from a street.
11. An Owner shall not park (or permit any person to park) anywhere on a lot (other than in a garage) for a period of time longer than five days: a motor home, recreational vehicle, a boat, truck-mounted camper, or un-mounted camper, trailer, truck or any vehicle which is in a dilapidated condition or is not in good running order.

12. An Owner shall not allow the exterior of any dwelling or structure on the lot, or a fence either partially or wholly within the lot, to become unsightly or to deteriorate into poor condition or poor repair, nor shall an Owner allow any portion of a lot to become or remain unsightly or untidy.

13. An Owner shall not allow a front or rear driveway to be left unpaved or unconcreted for a period longer than 30 days after the house is completed (ie. able to be occupied) unless completion occurs when ground frost is present, in which case the Owner shall have until the immediately following May 31st to complete the driveway.

14. An Owner shall not allow any portion of a lot to be left in an unlandscaped condition for a period longer than 30 days after occupancy unless occupancy occurs between October 1st and the following May 31st in which case the Owner shall have until the immediately following June 30th to complete such landscaping.

15. An Owner shall not allow the predominant landscaping material in the front yard of any lot, or the front and side yard of a corner lot, to be anything other than grass, excepting that portion of the yard occupied by a driveway. A driveway shall not occupy more of a lot than is reasonably necessary for access to or from a garage.

16. An Owner shall not direct the water from a roof drainage system into an underground pipe which:

- (1) discharges below ground level into any right-of-way that is either within or immediately adjacent to the lot; or
- (2) discharges above ground such that a concentrated flow crosses any property line of the lot unless such discharge is into a concrete drainage swale passing through the lot; or
- (3) extends beyond any property line of the lot, except if the underground pipe is the storm sewer service connection provided for the lot (where applicable).

17. An Owner shall not make (or permit) the City or Dundee pay to the Owner any loss, claim, demand, action, payment, suit, recovery, or judgement of any kind whatsoever arising out of or related to soil subsidence or erosion as a result of any development or any subsequent alterations, extensions, modification, or addition to any building, drainage system, or parking area of any lot. The Owner shall indemnify and save harmless the City and Dundee from and against any loss, claim, demand, action, against the City or Dundee arising out of or related to soil subsidence or erosion as a result of any development or any subsequent alteration, extension, or addition to any building, drainage system, or parking area of any lot.

18. Each fence, sound attenuation fence or decorative rundle stone wall constructed by Dundee is described on Schedule "B" and in this Restrictive Covenant and Easement is called "Fence". If a Fence is partially or totally on an Owner's lot, the Owner shall not make or permit:

- (1) the Fence to be partially or totally removed; or
- (2) the Fence to be painted a different colour or to be altered in design, appearance, elevation or location; or
- (3) the Fence to become unsightly or to deteriorate into poor condition or poor repair; or
- (4) the Fence to be repaired or replaced except with good materials and good workmanship.

19. An Owner of any lot shall not construct, or allow to be constructed:

- (1) a chain link fence anywhere on the lot, whether as a boundary fence, interior fence, gate, or to create an enclosed area within the lot; or
- (2) a fence anywhere in the front yard of a single family lot unless such construction is to repair or replace a Dundee Fence described on Schedule "B"; or
- (3) a fence, structure, ornament or pedestal for the benefit of the Owner, in a public road or public lane right-of-way immediately adjacent to the lot; or
- (4) a fence anywhere in the rear yard of a lot that has a rear property line in common with a reserve lot (i.e. public park or public open space) unless such fence follows a side property line, nor shall the height of such fence exceed the rear property line Fence where the two meet.

20. An Owner shall not construct a fence unless the fence is identical to the design and colour of a Fence built by Dundee in Wentworth, or without the prior written approval of an alternative design and colour by Dundee.

21. An Owner of Lots 48 to 58 inclusive in Block 14, which are to have constructed thereon by Dundee a landscape buffer comprised of trees and shrubs in a portion of the rear yard of the lot (hereinafter called the "Landscape Feature"), shall not make or permit:

- (1) the Landscape Feature to be altered in appearance or partially or totally removed; or
- (2) the Landscape Feature to become unsightly or to deteriorate into poor condition or poor health; or
- (3) any trees, or shrubs, in the Landscape Feature to be replaced except with those of the same type having similar appearance and height to that of the adjacent trees, or shrubs, as the case may be.

22. If a Fence identified in article 18 or a Landscape Feature identified in article 21 above lies wholly or partially in a utility right-of-way registered on the lot, then the Owner

of the lot shall not make or permit:

- (1) the City, Dundee or a utility company (herein referred to as "grantee") entitled to use the right-of-way, pay to the Owner any loss, claim, demand, action, payment, suit, recovery, or judgement of any kind whatsoever arising out of the exercising of any rights of any grantee as described in the registered easement agreement with Dundee (as grantor). The exercising of rights may include, but not be limited to, the whole or partial removal or incidental damage to the Fence or Landscape Feature;
- (2) the Fence or Landscape Feature to remain wholly or partially removed, or damaged, for a period longer than fourteen (14) days after the completion of work by the grantee.

23. (a) Each Owner of any of those lots described as Lots 48 to 58 inclusive in Block 14, Lot 30 in Block 17, and Lots 2 and 19 in Block 19 (hereinafter collectively referred to as the "Easement Lands") does for itself and for its successors in title to such lots (the "Feature Lot Owners") acknowledges that a certain decorative rundle stone wall, sound attenuation fence or Landscape Feature has been constructed, partially or totally, on the Easement Lands for the benefit of all Owners. In consideration of the Wentworth Residents' Association (the "Association") paying for the cost related to such maintenance and repair to the decorative rundle stone wall, sound attenuation fence and Landscape Feature, the Feature Lot Owners hereby irrevocably and unconditionally appoint the Association to act on behalf of the Feature Lot Owners, as agents for the Feature Lot Owners, to perform or cause to be performed certain maintenance and repairs to the decorative rundle stone wall, sound attenuation fence and Landscape Feature and to ensure that they are maintained in an aesthetically acceptable manner (as determined by the Association in its sole and unfettered discretion). Notwithstanding the foregoing, nothing herein shall discharge the Feature Lot Owners of their obligations set forth in articles 18 and 21.

(b) The Feature Lot Owners do hereby grant so as to burden the Easement Lands in favour of the Association and to benefit the Easement Lands, the Owners and the remaining lots, to the extent necessary to allow the Association, its members, agents, employees and contractors (inclusive of sub-contractors) the right, license, liberty, privilege, easement and right of way to enter upon the Easement Lands or any part thereof to effect and carry out its appointment and obligations pursuant to paragraph 23(a) hereof and, without limiting the generality of the foregoing, the Feature Lot Owners do hereby grant to the Association an easement to enter into or upon the Easement Lands or any part thereof to give effect to such interest.

24. Notwithstanding the covenant in article 11, an Owner of Lot 2 to 19 inclusive in Block 14 shall not make or permit any type of vehicle to access the lot from Wentworth Drive S.W. nor shall said Owner allow any type of vehicle, camper, boat, trailer or tent to be parked or set upon the front yard of the lot.

25. Any provisions of this Restrictive Covenant and Easement made void or rendered invalid by any law in force in the Province of Alberta or adjudged not to be in a covenant running with the land shall not invalidate or render unenforceable the

remaining provisions of this Restrictive Covenant and Easement.

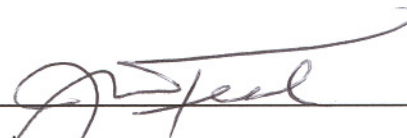
26. No action shall lie against Dundee for damages for breach of any one or more of the covenants contained in this Restrictive Covenant and Easement unless Dundee is registered as owner of the lot alleged to be in breach of the Restrictive Covenant and Easement. This article 26 shall constitute an absolute defence to any such action and may be pleaded as such.

27. In this Restrictive Covenant and Easement, the masculine and the singular shall be read as feminine, neuter and plural where the context requires.


IN WITNESS WHEREOF Dundee Development Corporation has hereunto subscribed its name this 9th day of December 2002.

DUNDEE DEVELOPMENT CORPORATION





Joel Teal
Executive Vice President, Land and Housing



Michael J. Cowie
Vice President, Calgary Land

SCHEDULE "A"
WENTWORTH – PHASE 1

Plan	Block	Lot
	14	2
	14	3
	14	4
	14	5
	14	6
	14	7
	14	8
	14	9
	14	10
	14	11
	14	12
	14	13
	14	14
	14	15
	14	16
	14	17
	14	18
	14	19
	14	20
	14	21
	14	22
	14	23
	14	24
	14	25
	14	26
	14	27
	14	28
	14	29
	14	30
	14	31
	14	32
	14	33
	14	34
	14	35
	14	36
	14	37
	14	38
	14	39
	14	40
	14	41
	14	42
	14	43
	14	44
	14	45
	14	46
	14	47
	14	48
	14	49
	14	50
	14	51
	14	52
	14	53
	14	54
	14	55

SCHEDULE "A"
WENTWORTH – PHASE 1

Plan	Block	Lot
	14	56
	14	57
	14	58
	14	59
	14	60
	14	61
	14	62
	14	63
	14	64
	14	65
	14	66
	14	67
	14	68
	14	69
	14	70
	14	71
	14	72
	14	73
	14	74
	15	1
	15	2
	15	3
	15	4
	15	5
	15	6
	15	7
	15	8
	15	9
	15	10
	15	11
	15	12
	15	13
	15	14
	15	15
	15	16
	15	17
	15	18
	16	1
	16	2
	16	3
	16	4
	16	5
	16	6
	16	7
	16	8
	16	9
	16	10
	16	11
	16	12
	16	13
	16	14
	16	15
	16	16
	16	17

SCHEDULE "A"
WENTWORTH – PHASE 1

Plan	Block	Lot
	16	18
	16	19
	16	20
	16	21
	16	22
	16	23
	16	24
	16	25
	16	26
	17	1
	17	2
	17	3
	17	4
	17	5
	17	6
	17	7
	17	8
	17	9
	17	10
	17	11
	17	12
	17	13
	17	14
	17	15
	17	16
	17	17
	17	18
	17	20
	17	21
	17	22
	17	23
	17	24
	17	25
	17	26
	17	27
	17	28
	17	29
	17	30
	17	33
	17	34
	17	35
	17	36
	17	37
	17	38
	17	39
	17	40
	17	41
	19	2
	19	3
	19	4
	19	5
	19	6
	19	7
	19	8

SCHEDULE "A"
WENTWORTH – PHASE 1

Plan	Block	Lot
	19	9
	19	10
	19	11
	19	12
	19	13
	19	14
	19	15
	19	16
	19	17
	19	18
	19	19

SCHEDULE "B"
WENTWORTH – PHASE 1
FENCES BUILT BY DUNDEE

Plan	Block	Lot	Type of Fence
	14	14	West side property line, screen style fence
	14	15	East side property line, screen style fence
	14	20	Rear property line, screen style fence
	14	21	Rear property line, screen style fence
	14	22	Rear property line, screen style fence
	14	23	Rear property line, screen style fence
	14	24	Rear property line, screen style fence
	14	25	Rear property line, screen style fence
	14	26	Rear property line, screen style fence
	14	27	Rear property line, screen style fence
	14	28	Rear property line, screen style fence
	14	29	Rear property line, screen style fence
	14	30	Rear property line, screen style fence
	14	31	Rear property line, screen style fence
	14	32	Rear property line, screen style fence
	14	33	Rear property line, screen style fence
	14	34	Rear property line, screen style fence
	14	35	Rear property line, screen style fence
	14	36	West rear property line, screen style fence
	14	37	East side property line, screen style fence
	14	38	West side property line, screen style fence
	14	48	Portion of north rear property line, screen style fence
	14	48	East rear property line, decorative rundle stone wall
	14	48	Inside east rear property line, sound attenuation fence
	14	49	East rear property line, decorative rundle stone wall
	14	49	Inside east rear property line, sound attenuation fence
	14	50	East rear property line, decorative rundle stone wall
	14	50	Inside east rear property line, sound attenuation fence
	14	51	East rear property line, decorative rundle stone wall
	14	51	Inside east rear property line, sound attenuation fence
	14	52	East rear property line, decorative rundle stone wall
	14	52	Inside east rear property line, sound attenuation fence
	14	53	East rear property line, decorative rundle stone wall
	14	53	Inside east rear property line, sound attenuation fence
	14	54	East rear property line, decorative rundle stone wall
	14	54	Inside east rear property line, sound attenuation fence
	14	55	East rear property line, decorative rundle stone wall
	14	55	Inside east rear property line, sound attenuation fence
	14	56	East rear property line, decorative rundle stone wall
	14	56	Inside east rear property line, sound attenuation fence
	14	57	East rear property line, decorative rundle stone wall
	14	57	Inside east rear property line, sound attenuation fence
	14	58	East rear property line, decorative rundle stone wall
	14	58	Inside east rear property line, sound attenuation fence

SCHEDULE "B"
WENTWORTH – PHASE 1
FENCES BUILT BY DUNDEE

Plan	Block	Lot	Type of Fence
	14	58	South rear property line, screen style fence
	14	59	Rear property line, screen style fence
	14	60	Rear property line, screen style fence
	14	61	Rear property line, screen style fence
	14	62	Rear property line, screen style fence
	14	63	Rear property line, screen style fence
	14	64	Rear property line, screen style fence
	14	65	Rear property line, screen style fence
	14	66	Rear property line, screen style fence
	14	67	Rear property line, screen style fence
	14	68	Rear property line, screen style fence
	14	69	Rear property line, screen style fence
	14	70	Rear property line, screen style fence
	14	71	Rear property line, screen style fence
	14	72	Rear property line, screen style fence
	14	73	Rear property line, screen style fence
	14	74	Rear property line, screen style fence
	15	1	Rear property line, screen style fence
	15	2	Rear property line, screen style fence
	15	3	Rear property line, screen style fence
	15	4	Rear property line, screen style fence
	15	5	Rear property line, screen style fence
	15	6	Rear property line, screen style fence
	15	7	Rear property line, screen style fence
	15	8	Rear property line, screen style fence
	15	9	Rear property line, screen style fence
	15	10	Rear property line, screen style fence
	15	11	Rear property line, screen style fence
	15	12	Rear property line, screen style fence
	15	13	Rear property line, screen style fence
	15	14	Rear property line, screen style fence
	15	15	Rear property line, screen style fence
	15	16	Rear property line, screen style fence
	15	17	Rear property line, screen style fence
	15	18	Rear property line, screen style fence
	16	2	Rear property line, screen style fence
	16	3	Rear property line, screen style fence
	16	4	Rear property line, screen style fence
	16	5	Rear property line, screen style fence
	16	6	Rear property line, screen style fence
	16	15	Rear property line, screen style fence
	16	16	Rear property line, screen style fence
	16	17	Rear property line, screen style fence
	16	18	Rear property line, screen style fence

SCHEDULE "B"
WENTWORTH – PHASE 1
FENCES BUILT BY DUNDEE

Plan	Block	Lot	Type of Fence
	16	19	Rear property line, screen style fence
	17	1	Rear property line, lattice style fence
	17	2	Rear property line, lattice style fence
	17	3	Rear property line, lattice style fence
	17	4	Rear property line, lattice style fence
	17	5	Rear property line, lattice style fence
	17	6	Rear property line, lattice style fence
	17	7	Rear property line, lattice style fence
	17	8	Rear property line, lattice style fence
	17	8	Northerly side property line, screen style fence
	17	9	Westerly side property line, screen style fence
	17	9	Rear property line, lattice style fence
	17	10	Rear property line, lattice style fence
	17	11	Rear property line, lattice style fence
	17	12	Rear property line, lattice style fence
	17	13	Rear property line, lattice style fence
	17	14	Rear property line, lattice style fence
	17	15	Rear property line, lattice style fence
	17	16	Rear property line, lattice style fence
	17	17	Rear property line, lattice style fence
	17	18	Rear property line, lattice style fence
	17	18	Easterly side property line, screen style fence
	17	20	Rear property line, screen style fence
	17	21	Rear property line, screen style fence
	17	22	Rear property line, lattice style fence
	17	23	Rear property line, lattice style fence
	17	24	Rear property line, lattice style fence
	17	25	Rear property line, lattice style fence
	17	26	Rear property line, lattice style fence
	17	27	Rear property line, lattice style fence
	17	28	Rear property line, lattice style fence
	17	29	Rear property line, lattice style fence
	17	30	Rear property line, lattice style fence
	17	30	North side property line, decorative rundle stone wall
	17	33	East side property line, lattice style fence
	17	33	Rear property line, lattice style fence
	17	34	Rear property line, lattice style fence
	17	35	Rear property line, lattice style fence
	17	36	Rear property line, lattice style fence
	17	37	Rear property line, lattice style fence
	17	38	Rear property line, lattice style fence
	17	39	Rear property line, lattice style fence
	17	40	Rear property line, lattice style fence

SCHEDULE "B"
WENTWORTH – PHASE 1
FENCES BUILT BY DUNDEE

Plan	Block	Lot	Type of Fence
	17	41	Rear property line, lattice style fence
	17	41	Westerly rear property line, lattice style fence
	19	2	South side property line, decorative rundle stone wall
	19	2	Rear property line, lattice style fence
	19	3	Rear property line, lattice style fence
	19	4	Rear property line, lattice style fence
	19	5	Rear property line, lattice style fence
	19	6	Rear property line, lattice style fence
	19	7	Rear property line, lattice style fence
	19	8	West rear property line, lattice style fence
	19	8	North rear property line, screen style fence
	19	9	Rear property line, screen style fence
	19	10	Rear property line, screen style fence
	19	11	Rear property line, screen style fence
	19	12	North rear property line, screen style fence
	19	12	West rear property line, lattice style fence
	19	13	Rear property line, lattice style fence
	19	14	Rear property line, lattice style fence
	19	15	Rear property line, lattice style fence
	19	16	Rear property line, lattice style fence
	19	17	Rear property line, lattice style fence
	19	18	Rear property line, lattice style fence
	19	19	Rear property line, lattice style fence
	19	19	South side property line, decorative rundle stone wall

Dated: _____, 2002

DUNDEE DEVELOPMENT CORPORATION

Re:

RESTRICTIVE COVENANT AND EASEMENT



I CERTIFY that the within instrument is duly entered and registered in the Land Titles Office for the South Alberta Land Registration District of Calgary, in the Province of Alberta

Registrar

LAWSON LUNDELL
Barristers and Solicitors
Suite 3700, 205 – 5th Avenue S.W.
Bow Valley Square 2
Calgary, AB
T2P 2V7