

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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WENTWORTH GLEN
(WEST SPRINGS PHASE 15)

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

RECITALS:

WHEREAS Dundee Realty 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".

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

- (1) Dundee is developing a planned mixed-use residential neighbourhood called Wentworth Glen 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 neighbourhood, and Dundee believes that it will prevent the use of any building material that is not suitable for the neighbourhood.

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 and Easement shall terminate on December 31, 2015.

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 or from a public lane.

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 June 30th 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 120 days after occupancy unless occupancy occurs between July 1st and the following May 31st in which case the Owner shall have until the immediately following July 31st 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 natural vegetation (i.e. grass, shrubs, flowers and trees) 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 to the City sewer system that may have been provided for the lot.
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 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 wholly on any 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, nor allow to be constructed:

- (1) a chain link or vinyl fence anywhere on the Owner's 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 the Owner's 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 in the rear yard of an Owner's lot that is taller than the rear property line Fence unless such fence transitions in height to match the height of the rear Fence where the two meet.

20. Owner shall not construct, nor allow to be constructed, a fence unless such fence is identical to the design and colour of any one of the Fences built by Dundee in the locations described in Schedule "B".

21. An Owner of Lots 1 and 55 to 76 inclusive in Block 39, which is to have constructed thereon by Dundee a landscape feature comprised of trees and shrubs, and on Lot 1 Block 39 a neighbourhood identification sign, all located inside the portion of the lot adjacent to Old Banff Coach Rd. S.W. (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

* Easement lands.

*

- (3) the identification sign and supporting structure on Lot 1 Block 39 to be repaired or replaced except with materials and workmanship identical to, or substantially similar to, the originally constructed sign and supporting structure; or
- (4) 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 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
- (2) the Fence 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 1 and 55 to 76 inclusive in Block 39 (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 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 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 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, as agent for all Owners, 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. *

** Note grant of easement over and for benefit of noted lots. O.B.*

24. Notwithstanding the covenant in article 11, an Owner of Lots 1 to 35 inclusive in Block 39 shall not make or permit any type of vehicle to access the lot from the public road at the front of the lot 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. An Owner of Lots 21 to 32 inclusive in Block 36 and Lots 9 and 10 in Block 42, shall not allow the traffic island in West Coach Green S.W. to become or remain unsightly nor allow any grass, trees or shrubs to be removed unless replaced with the same type of vegetation having a similar appearance to that of the removed grass, trees or shrubs, as the case may be.

26. An Owner of Lots 58 and 59, 66 and 67 in Block 39, Lots 5 and 6 in Block 40, and Lots 1 and 28 in Block 41, shall not allow the boulevard landscaping feature ("bump-out") immediately adjacent to the respective pair of lots to become or remain unsightly nor allow any trees or shrubs to be removed unless replaced with the same type of vegetation having a similar appearance to that of the removed trees or shrubs, as the case may be.

27. 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.

28. 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 28 shall constitute an absolute defence to any such action and may be pleaded as such.

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

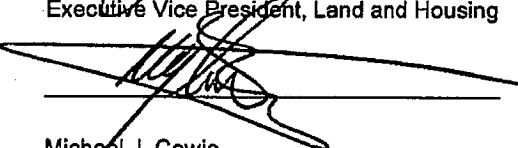
IN WITNESS WHEREOF Dundee Realty Corporation has hereunto subscribed its name this 25th day of July 2008.



DUNDEE REALTY CORPORATION



Joel Teal
Executive Vice President, Land and Housing



Michael J. Cowie
Vice President, Calgary Land

SCHEDULE "A"
WENTWORTH GLEN - PHASE 15

Firstly: Block 36
 Lots 15 to 41, inclusive
 Excepting thereout all mines and minerals

Secondly: Block 39
 Lots 1 to 90, inclusive
 Excepting thereout all mines and minerals

Thirdly: Block 40
 Lots 1 to 16, inclusive
 Excepting thereout all mines and minerals

Fourthly: Block 41
 Lots 1 to 28, inclusive
 Excepting thereout all mines and minerals

Fifthly: Block 42
 Lots 1 to 20, inclusive
 Excepting thereout all mines and minerals

All in Plan: 0813770

SCHEDULE "B"
WENTWORTH GLEN - PHASE 15
FENCES CONSTRUCTED BY DUNDEE

Fences constructed by Dundee are located wholly within the property line of the lot when abutting a road right-of-way, walkway, lane, Municipal Reserve or other public land. Fences constructed by Dundee at the rear property line of residential lots that back onto one another are generally located on one side of the common property line, but for the purpose of this Schedule "B", the lots on both sides of the common property line are listed below and are deemed to be bound by article 18.

Plan	Block	Lot	Location of Fence
	36	15	Rear property line
	36	16	Rear property line
	36	17	Rear property line
	36	18	Rear property line
	36	19	Rear property line
	36	20	Rear property line
	36	21	Rear property line
	36	22	Rear property line
	36	23	Rear property line
	36	24	Rear property line
	36	25	Rear property line
	36	26	Rear property line
	36	27	Rear property line
	36	28	Rear property line
	36	29	Rear property line
	36	30	Rear property line
	36	31	Rear property line
	36	32	Rear property line
	36	33	Rear property line
	36	33	East side property line
	36	34	Rear property line
	36	35	Rear property line
	36	36	Rear property line
	36	37	Rear property line
	36	37	North side property line
	36	38	Rear property line
	36	38	South side property line
	36	39	Rear property line
	36	40	Rear property line
	36	41	Rear property line
	39	1	North side property line (decorative stone wall)
	39	1	Inset from side property line (sound attenuation fence)
	39	55	Rear property line (decorative stone wall)
	39	55	Inset from rear property line (sound attenuation fence)
	39	56	Rear property line (decorative stone wall)
	39	56	Inset from rear property line (sound attenuation fence)
	39	57	Rear property line (decorative stone wall)
	39	57	Inset from rear property line (sound attenuation fence)
	39	58	Rear property line (decorative stone wall)
	39	58	Inset from rear property line (sound attenuation fence)

SCHEDULE "B"
WENTWORTH GLEN - PHASE 15
FENCES CONSTRUCTED BY DUNDEE

Fences constructed by Dundee are located wholly within the property line of the lot when abutting a road right-of-way, walkway, lane, Municipal Reserve or other public land. Fences constructed by Dundee at the rear property line of residential lots that back onto one another are generally located on one side of the common property line, but for the purpose of this Schedule "B", the lots on both sides of the common property line are listed below and are deemed to be bound by article 18.

Plan	Block	Lot	Location of Fence
	39	59	Rear property line (decorative stone wall)
	39	59	Inset from rear property line (sound attenuation fence)
	39	60	Rear property line (decorative stone wall)
	39	60	Inset from rear property line (sound attenuation fence)
	39	61	Rear property line (decorative stone wall)
	39	61	Inset from rear property line (sound attenuation fence)
	39	62	Rear property line (decorative stone wall)
	39	62	Inset from rear property line (sound attenuation fence)
	39	63	Rear property line (decorative stone wall)
	39	63	Inset from rear property line (sound attenuation fence)
	39	64	Rear property line (decorative stone wall)
	39	64	Inset from rear property line (sound attenuation fence)
	39	65	Rear property line (decorative stone wall)
	39	65	Inset from rear property line (sound attenuation fence)
	39	66	Rear property line (decorative stone wall)
	39	66	Inset from rear property line (sound attenuation fence)
	39	67	Rear property line (decorative stone wall)
	39	67	Inset from rear property line (sound attenuation fence)
	39	68	Rear property line (decorative stone wall)
	39	68	Inset from rear property line (sound attenuation fence)
	39	69	Rear property line (decorative stone wall)
	39	69	Inset from rear property line (sound attenuation fence)
	39	70	Rear property line (decorative stone wall)
	39	70	Inset from rear property line (sound attenuation fence)
	39	71	Rear property line (decorative stone wall)
	39	71	Inset from rear property line (sound attenuation fence)
	39	72	Rear property line (decorative stone wall)
	39	72	Inset from rear property line (sound attenuation fence)
	39	73	Rear property line (decorative stone wall)
	39	73	Inset from rear property line (sound attenuation fence)
	39	74	Rear property line (decorative stone wall)
	39	74	Inset from rear property line (sound attenuation fence)
	39	75	Rear property line (decorative stone wall)
	39	75	Inset from rear property line (sound attenuation fence)
	39	76	Rear property line (decorative stone wall)
	39	76	Inset from rear property line (sound attenuation fence)
	39	77	Rear property line
	39	78	Rear property line
	39	78	South side property line
	39	79	Rear property line
	39	79	North side property line

SCHEDULE "B"
WENTWORTH GLEN - PHASE 15
FENCES CONSTRUCTED BY DUNDEE

Fences constructed by Dundee are located wholly within the property line of the lot when abutting a road right-of-way, walkway, lane, Municipal Reserve or other public land. Fences constructed by Dundee at the rear property line of residential lots that back onto one another are generally located on one side of the common property line, but for the purpose of this Schedule "B", the lots on both sides of the common property line are listed below and are deemed to be bound by article 18.

Plan	Block	Lot	Location of Fence
	39	80	Rear property line
	39	81	Rear property line
	39	82	Rear property line
	39	83	Rear property line
	39	84	Rear property line
	39	85	Rear property line
	39	86	Rear property line
	39	87	Rear property line
	39	88	Rear property line
	39	89	Rear property line
	39	90	Rear property line
	40	1	Rear property line
	40	2	Rear property line
	40	3	Rear property line
	40	4	Rear property line
	40	5	Rear property line
	40	6	Rear property line
	40	7	Rear property line
	40	8	Rear property line
	40	9	Rear property line
	40	10	Rear property line
	40	11	Rear property line
	40	12	Rear property line
	40	13	Rear property line
	40	14	Rear property line
	40	15	Rear property line
	40	16	Rear property line
	40	16	West side property line
	41	1	Rear property line
	41	2	Rear property line
	41	3	Rear property line
	41	4	Rear property line
	41	5	Rear property line
	41	6	Rear property line
	41	7	Rear property line
	41	8	Rear property line
	41	9	Rear property line
	41	10	Rear property line
	41	11	Rear property line
	41	12	Rear property line
	41	13	Rear property line

SCHEDULE "B"
WENTWORTH GLEN - PHASE 15
FENCES CONSTRUCTED BY DUNDEE

Fences constructed by Dundee are located wholly within the property line of the lot when abutting a road right-of-way, walkway, lane, Municipal Reserve or other public land. Fences constructed by Dundee at the rear property line of residential lots that back onto one another are generally located on one side of the common property line, but for the purpose of this Schedule "B", the lots on both sides of the common property line are listed below and are deemed to be bound by article 18.

Plan	Block	Lot	Location of Fence
	41	14	Rear property line
	41	15	Rear property line
	41	16	Rear property line
	41	17	Rear property line
	41	18	Rear property line
	41	18	South side property line
	41	19	Rear property line
	41	20	Rear property line
	41	21	Rear property line
	41	22	Rear property line
	41	23	Rear property line
	41	24	Rear property line
	41	25	Rear property line
	41	26	Rear property line
	41	27	Rear property line
	41	28	Rear property line
	42	1	Rear property line
	42	2	Rear property line
	42	3	Rear property line
	42	4	Rear property line
	42	5	Rear property line
	42	6	Rear property line
	42	7	Rear property line
	42	7	East side property line
	42	8	Rear property line
	42	9	Rear property line
	42	10	Rear property line
	42	11	Rear property line
	42	12	Rear property line
	42	12	North side property line
	42	13	Rear property line
	42	14	Rear property line
	42	15	Rear property line
	42	16	Rear property line
	42	17	Rear property line
	42	18	Rear property line
	42	19	Rear property line
	42	20	Rear property line
	42	20	East side property line

Dated: July 25, 2008

DUNDEE REALTY 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

081308698 REGISTERED 2008 08 20
AGRE - AGREEMENT
DOC 17 OF 18 DRR#: B078BF6 ADR/TONYREQ

