

**LAND USE AND DEVELOPMENT RESTRICTIVE COVENANT CAVEAT SCHEDULE**

TO THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT

*WHEREAS:*

1. STAR DEVELOPMENTS INC. (the "Developer") is the registered owner of the land described in the Land Schedule annexed hereto and marked as Schedule "A" (the "Lands").
2. The Developer is in the process of developing the Lands as a or a series of country residential lots to be known as NORTH PIGEON LAKE ESTATES [ development]" .
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 for the 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 By-law of the County of Wetaskiwin No. 10, but are in addition and supplementary to the restrictions, covenants and conditions contained in the said Land Use By-law.
4. Compliance with the Design Criteria as interpreted by the Developer or the Developer' Representative and this Land Use and Development Restrictive Covenant shall be a requirement of any Development. The Design Criteria are intended as a reference and guideline for use by the Developer in evaluating any specific development proposal to ensure compliance with the Design Criteria.

NOW THEREFORE the Developer annexes 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 buyers 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 I**

**INCORPORATION OF RECITALS AND DEFINITIONS**

1.01 The recitals hereto are incorporated in this Land Use and Development Restrictive Covenant Caveat Schedule and shall form part hereof.

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

- (a) "Design Criteria" shall mean the Design Criteria described in section 5.01 of this Caveat;
- (b) "Development" means carrying out of any permanent construction or any residential building structure, improvement or premise on or excavation of the Land or any changes or alterations to any such building, structure, improvement or premise constructed on or in the Lands excepting landscaping;
- (c) "Developer" shall mean Star Developments Inc.;
- (d) "Developer' Representative" shall mean that person or persons designated by the Developer from time to time;
- (f) "Lands" or "Developer' Lands" shall mean the lands legally described in Schedule "A".

## ARTICLE II

### APPROVAL OF DEVELOPER' REPRESENTATIVE

2.01 During the first five years from the date of registration of this caveat, no Development shall be commenced or carried out on any portion of all the Lands except following application in writing for approval to the Developer' Representative, and then only as approved in writing by the Developer' Representative all as herein required. The Developer' Representative shall always act reasonably in granting or denying any approval.

2.02 Each and every person proposing Development on the Lands in accordance with para. 2.01 herein shall provide the Developer' Representative with preliminary plans and specifications and such other information that the Developer' Representative may require in order to approve a proposed Development, which plans and specifications shall be of the scale and detail required by the County of Wetaskiwin for development permit applications. Each person proposing Development on any portion of all of the Lands shall submit with its application the following to the Developer' Representative:

- (a) A site plan showing the placement of proposed structure on the Lands;
- (b) Plans showing elevations in sufficient detail to demonstrate architectural design and to identify materials and finishes (including samples, colour chips and other pertinent data to fully identify all materials and finishes); and
- (c) An undertaking by the person making application that the plans and all other material which are approved by the Developer' Representative shall be identical to those which shall be submitted to the County for a Development and Building Permit.

Whenever the Developer' Representative receives a request for approval the Developer' Representative shall either provide its approval or disapproval in writing to the address

2.04 The Developer' Representative shall have the power to obtain the assistance, advice or opinion of such architect, landscape architect, surveyor, engineer or other expert as he/she may think fit and shall have the discretion to act upon any assistance, advice or opinion so obtained.

2.05 The Developer' Representative shall have the right to reject any incomplete submissions in their entirety. Approval or rejection of any matter by the Developer' Representative is to be considered approval or rejection by the Developer' Representative.

2.06 The Developer' Representative's stamp of approval affixed to plans, architectural drawings and specifications denotes the Developer' Representatives' approval and acceptance of the technical information contained in such plans, architectural drawings and specifications and approval of the visual design that the plans, drawings and specifications appear to represent. The stamp of approval may not be construed to mean the Developer or the Developer' Representative confirming of dimensions shown on any submission. The applicant shall be responsible for all requirements of this Caveat, Building Codes and Regulations and laws of governing authorities having jurisdiction whether or not shown on the drawings, notwithstanding the Developer' Representative's stamp of approval.

## ARTICLE III

### COMPLIANCE

3.01 The Lands shall not be developed or used other than for single family residential purposes.

3.02 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 Development;
- (b) The conditions of any easement or restrictive covenant in respect of the Lands; and
- (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 By-law of the County of Wetaskiwin, but are in addition and supplementary to the restrictions, covenants and conditions contained in the Land Use By-law of the County of Wetaskiwin in force at that time.

3.03 Where reference is made herein to requirements of the Land Use By-law, such reference shall mean the Land Use By-law, 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.

3.04 The Lands or any buildings erected thereon shall not at any time be used for the purpose of any profession, trade or business of any description nor as a school, hospital or other charitable institution, nor as a hotel, apartment house, duplex, boarding or lodging house or place of public resort.

3.05 No sign or advertising matter of any kind except the ordinary signs offering the Lands or buildings thereon for sale or rent, or an ordinary sign identifying the owner or occupant or address of the Lands, or an entrance sign to the Lands shall be placed on the Lands or on the buildings, fences or trees on the Lands.

3.06 The Lands shall not be used for any unsightly or cluttered outside storage of any materials whatsoever.

#### **ARTICLE IV**

##### **COMPATIBILITY**

4.01 The Developer' Representative may in its sole discretion, acting reasonably, withhold approval from any proposed development with a design, use (to the extent that use is a function of design) and development which in the opinion of the Developer' Representative is not in conformance with the Design Criteria or is incompatible with other users of other portions of the Lands whose developments have been approved.

#### **ARTICLE V**

##### **DESIGN CRITERIA**

5.01 The restrictions set out in Schedule "B" annexed hereto and forming part hereof apply to every Development on the Lands.

#### **ARTICLE VI**

##### **WAIVER**

6.01 The Design Criteria cannot be varied or waived without the express written consent of the Developer' Representative.

6.02 The Developer' Representative retains the sole right in its sole discretion to vary the restrictions, conditions and covenants of this Caveat. The waiver excusing or overlooking any of the restrictions, conditions or covenants in this Instrument by the Developer's Representative in respect of one 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 constituted a waiver of any other of the restrictions, conditions and covenants contained in this Caveat.

#### **ARTICLE VII**

##### **TERM AND ENFORCEMENT**

7.01 The restrictions, covenants and conditions herein contained shall run with the Lands and shall enure to the benefit of and be binding upon the Developer and all subsequent owners of the Lands

7.02 Upon the restrictions, covenants and conditions herein contained having ceased and determined, the registered

owner of the Developer' Representative Lands and the Developer' Representative shall take all steps necessary within their control to have this Caveat discharged.

7.03 This Caveat shall in the first instance be enforced by the Developer' Representative, and subsequently by the Homeowners Association.

**ARTICLE VIII**

**SEVERABILITY**

8.01 Should any part, term or provision hereof be declared or decided by any Court to be illegal or in conflict with the laws of the 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.

**ARTICLE IX**

**DISCHARGE OF CAVEAT**

9.01 The Developer' Representative retains the right to approve the compatibility of use, development and design of any Development and to vary the terms and conditions of this Caveat provided always that any such varying of the terms and conditions of this Caveat does not detract from the standard of the terms and conditions thereof.

9.02 The Developer' Representative retains the sole right in its discretion to discharge this Caveat as to any portion of the Lands.

**ARTICLE X**

**DEPOSIT**

10.01 A \$2000.00 deposit shall be paid to the Developer upon closing of any sale of all or any portion of the property to ensure compliance to this Restrictive Covenant including the Design Criteria attached hereto. This deposit is refundable upon compliance with the said building standards and requirements in the sole discretion of the Developer acting reasonably. This is at the discretion of the Developer at the time of sale

DATED at the \_\_\_\_\_, Alberta this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

STAR DEVELOPMENTS INC.

Per: \_\_\_\_\_

Per: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
PURCHASER

**SCHEDULE "A"**

**LOT:** \_\_\_\_\_

**BLOCK:** \_\_\_\_\_

**PLAN: 05728317**

**SCHEDULE "A"**

MERIDIAN 4 RANGE 28 TOWNSHIP 47

SECTION 23

QUARTER NORTH EAST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT

A) .833 HECTARES (2.06 ACRES) MORE OR LESS

AS SHOWN ON ROAD PLAN 5562NY

B) 0.816 HECTARES (2.01 ACRES) MORE OR LESS

AS SHOWN ON ROAD PLAN 8822957

EXCEPTING THEREOUT ALL MINES AND MINERALS

AND THE RIGHT TO WORK THE SAME

## **SCHEDULE "B"**

### **DESIGN CRITERIA**

#### **1. INTRODUCTION**

The Design Criteria set forth below are intended to ensure that the subdivision will be of the highest level of quality in harmony with its distinctive natural setting.

The Buyer is required to submit to the Developer and its designated agents for review design information as specified herein. In granting its approval, the Developer shall act with discretion as regards conformity to the specified design criteria. Notwithstanding the foregoing, the Developer retains the sole right to reject inappropriate submissions, and the Buyer shall not be entitled to built on the lot until the Developer has approved the design.

All Buyers of lots undertake to be bound by the specified design criteria and agree that these criteria form a charge running with the land which shall be protected on title by means of an encumbrance.

#### **2. APPROVAL PROCESS**

The Developer and its designated agent, \_\_\_\_\_, will review all house plans and approve, reject, or suggest modifications thereto. All Buyers are required to submit their plans for approval prior to application for a building permit. The Developer will review the plans and deliver its decision to the Buyer within 14 days of the date of submission.

"Plans" as referred to herein mean construction drawings and specifications and include the following information to be furnished by the Buyer:

- (a) one set of floor plans
- (b) a schedule of exterior finishes and colours

Partial submissions will not be accepted by the Developer. Partial submissions will not be accepted by the developer.

All approvals will be confirmed in writing.

Prior to executing any changes to approved plans, the Builder must submit to the Developer their request for change and receive the Developer's approval in writing.

#### **3. DESIGN CRITERIA**

These criteria are the minimum standard which will be required of all development in the subdivision. The Developer reserves the right to reject or require modification of any plans for any reason if, in its judgment, The Developer believes such action is necessary to protect and maintain the standard of quality. The Developer may also approve a variance from the criteria if proposed alternatives are deemed compatible with the quality standards specified.

Specific standards for development will be those as established in the County of Wetaskiwin Land Use By-law together with these criteria. Specific reference should be made to the County of Wetaskiwin requirements in all areas. Conformance with these criteria does not supersede the required City approval process.

##### **3.1 MINIMUM UNIT SIZES**

The minimum gross floor area of two storey residences shall be 153 square metres (approx. 1650 square feet) with a minimum ground floor area of 98 square metres, exclusive of garage facilities. For single storey homes, the minimum gross floor area shall be 121 square metres (approx. 1300 square feet).

3.2 BUILDING FORM

The preferred building designs would feature articulated forms, two storeys and sloped roofs. Porches, breezeways, roof overhangs, upper level balconies, etc. are encouraged in the interests of architectural variety. The Developer may approve new modular homes provided they sit on a parged basement foundation and have at least a two peak design on the roof. No move on homes or trailer homes will be permitted on the property. Motor homes, recreational vehicles, trailers, boat or other similar chattels may be on the property provided they are not used as a permanent residence.

3.3 PARKING/GARAGES

All homes must have, as a minimum, attached or semi-attached double garages with the garage constructed concurrently with the house using the same materials of the house. Accessory garage buildings will be permitted.

All garages must have sloped roofs and, if located at the front of the house, should not exceed one storey in height.

3.4 EXTERIOR FINISHES

All exterior material/colour schemes will be reviewed on an individual dwelling basis. Allowable cladding materials include painted wood siding, aluminum siding, brick, stone and stucco. It is suggested that an accent of brick, stone or other acceptable material be used in combination with siding or stucco. Primary cladding materials shall be continuous around the entire building. All roofs will be asphalt shingles, cedar shingles or shakes, or concrete tiles. Soffits, fascias, gutters, rain water leaders, roof vents, flashing, and other trim materials shall complement the primary cladding and roofing materials.

3.5 SANITARY SEWAGE DISPOSAL SYSTEM

The sanitary sewage disposal system shall be restricted to either on-site treatment of sewage (i.e. individual fields or mounds or individual holding tanks, A percolation test, to confirm the feasibility of on-site treatment is the responsibility of the Buyer. The sanitary sewage disposal system shall not be permitted to fall into disrepair, be damaged or in any way become inoperable such that the sewage treatment does not meet the standards of the County of Wetaskiwin.

3.6 APPEARANCE OF STREETScape PRIOR TO AND DURING CONSTRUCTION

The Buyer will be required to keep the lot clean and orderly both prior to and during construction. The Buyer will have to pay for any damages to the private entry road and will be back-charged for clean-up carried out by The Developer if required.

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WITNESS

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PURCHASER

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PURCHASER