

SCHEDULE E
RESTRICTIVE COVENANT

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

WHEREAS:

A. The Developer is the registered owner of the Dominant Lands and the Servient Lands (which Servient Lands are collectively called the "Lots" and individually a "Lot");

B. The Developer intends to impose a scheme of mutually enforceable restrictions with respect to the use and improvements of the Servient Lands in order to preserve the integrity of the Development for the benefit of the Dominant Lands;

NOW THEREFORE, the Developer 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 owners from time to time of the Servient Lands:

1. In this Restrictive Covenant, including the preamble, the following words and expressions shall have the meaning herein set forth:

- a) "Developer" means Alldritt Development Limited or its successor in title to the Dominant Lands;
- b) "Development" means the residential subdivision plan within which the Dominant Lands and the Lots are located;
- c) "Dominant Lands" means the lands described on Appendix "A" hereto;
- d) "Dwelling" means any residential dwelling constructed on any of the Lots and includes any attached garages;
- e) "Restrictive Covenant" means this agreement as the same may be amended from time to time and the expressions 'therein', 'hereof', 'hereto', 'above', 'below', and similar expressions if used in any article, section or paragraph of this Agreement refers to this Agreement including the schedules hereto and do not refer solely to a particular article, section or paragraph unless specifically stated herein;
- f) "Guidelines" means The Properties of Donsdale Design Guidelines prepared by the Developer (and as may be modified and amended from time to time by the Developer in its sole and unfettered discretion), a copy of which is available from the Developer; and
- g) "Servient Lands" means the lands described on Appendix "B" hereto.

2. The following restrictions, stipulations and provisions shall run with the lands, burdening each Lot comprising the Servient Lands, for the benefit of the Dominant Lands;

- a) No motor homes, recreational vehicles, trailers, boats or similar vehicles shall be stored on the front yard, front driveway, rear yard, rear driveway, nor on the side yard of any of the Servient Lands unless in an accessory building or screened so as to prevent the visibility of the vehicles or equipment from all abutting streets or avenues and adjacent homes;
- b) No satellite dishes shall be constructed, installed, placed, kept, or maintained on the Servient Lands; provided always that satellite dishes having a diameter of not greater than 30 inches may be attached on any Dwelling or building on the Servient Lands;
- c) No radio or television aerials shall be erected, constructed or placed on any Dwelling or on any of the Servient Lands, unless first approved by the Developer and unless the said aerial is a single unit incorporated into the structure of the Dwelling;
- d) No fence shall be built upon the Servient Lands unless the said fence is built according to the design, standards, specifications, and color of the fence described on the detailed plan forming part of the Guidelines, and no change shall be made to the completed fence except to maintain or repair the fence in keeping with the original design;
- e) No structure or improvement constructed by the Developer on the Dominant Lands or the Servient Lands for purposes of enhancing the appearance of the Development, including without limitation, fencing and landscaping shall be added to, removed or changed except to maintain or repair the said structure in keeping with the original design;
- f) There shall be no:
 - (i) use made of the Servient Lands or any part thereof;
 - (ii) construction or development of any building, work or other development on, under or in the Servient Lands or any part thereof;in any manner contrary to the provisions of the Guidelines.

3. Notwithstanding Article 2, the owner of the Servient Lands may make a use of or may develop or construct upon the Servient Lands in variation of the provisions of Article 1 and the Guidelines, but only if such use, development or construction is first approved in writing by the registered owner of the Dominant Lands, which approval may be withheld in its sole and unfettered discretion.

4. The registered owner of the Dominant Lands shall provide, within a reasonable time, upon written request served upon it, to anyone having a bona fide interest in any Lot in the Servient Lands, a letter indicating whether or not any variations have been authorized.

5. The Developer as owner of the Servient Lands covenants and agrees for itself and its successors and assigns in title to observe and be bound by the covenants herein contained and the said

covenants shall be construed to be and shall be covenants running with the lands and shall be for the benefit of the Dominant Lands and each and every part thereof.

6. The Developer as owner of the Dominant Lands, with respect to any breach of any of the obligations hereby imposed on the owner or owners of the Servient Lands, may enforce the provisions of this restrictive covenant and may, in addition to any other remedy that may be available at law, apply to a court of competent jurisdiction to restrain such breach by injunction.

7. If any provision of this restrictive covenant shall be determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this restrictive covenant shall not be affected thereby and each provision shall be enforced to the fullest extent permitted by law.

8. This restrictive covenant may be registered as a restrictive covenant or by caveat against the title to the Servient Lands and the Dominant Lands in the Land Titles Office for the North Alberta Land Registration District.

9. Nothing herein shall require or oblige the Developer to enforce this Restrictive Covenant or render the Developer liable for the failure of any of the owners from time to time of the Servient Lands to adhere to or conform with the provisions of this Restrictive Covenant, it being the intention to attach to each of the Servient Lands and the owners thereof the obligation for compliance with this Restrictive Covenant. On conveyance of its interest in any of the Servient Lands, the Developer shall be released of liability under its covenants and obligations contained herein in respect of such Servient Lands without derogating from the rights and discretions granted herein to the Developer as owner of the Dominant Lands.

10. It is declared and agreed that the above mentioned restrictions shall continue in force in perpetuity and shall operate as covenants running with the lands for the benefit of the Dominant Lands and each and every part thereof, being the lands presently owned by the Developer and shall encumber the Servient Lands and each and every part thereof being the lands presently owned by the Developer; and shall be enforceable by the Developer and every other person now or hereafter seized or possessed of any part of the Dominant Lands, and a breach of any of the said restrictions or the continuance of any such breach shall be restrained, enjoined, abated, or remedied by appropriate proceedings by the Developer or any of the successors in title to the Dominant Lands of the Developer from time to time. Any obligations of the Developer hereunder shall be the obligations of the registered owner from time to time of the Dominant Lands, and shall not be personal obligations of the Developer binding the Developer after it is no longer the registered owner of the Dominant Lands.

11. The Developer's address for service is:

Suite 300 East Tower, Coronation Plaza,
14310 - III Avenue NW,
Edmonton, Alberta
T5M 3Z7

or such other address as it may file from time to time at the Land Titles Office as its address for service.