

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

**021057802**

**ORDER NUMBER: 22467012**

**ADVISORY**

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

**RESTRICTIVE COVENANT AS TO USE OF LAND**

KNOW ALL MEN BY THESE PRESENTS THAT 514071 ALBERTA LTD.,  
as general partner of Embay Limited Partnership (the "Company"), a body corporate, of the  
City of Calgary, in the Province of Alberta, being the registered owner of an estate in fee  
simple of the lands situate in the Municipal District of Rocky View, in the Province of Alberta,  
and more particularly described as follows, namely:

**CONDOMINIUM PLAN 0210521  
UNITS TWO (2) TO THIRTY TWO (32) INCLUSIVE**

**EXCEPTING THEREOUT ALL MINES AND MINERALS**

does for itself and its successors in title covenant and agree to observe and be bound by the  
hereinafter mentioned covenants but so that the said covenants shall not be personally binding  
upon the undersigned or its successors or assigns, except while they remain the owners of any  
portion of the above described lands but the said covenants shall be construed to be covenants  
running with the land, and shall be appurtenant to all the said lands for the benefit of all the  
respective owners from time to time, namely:

1. Capitalized words and expressions shall have the meanings attributed thereto in Schedule A.
2. No land use shall be permitted other than single family residential use.

Resc

3. No unit shall be used for any trade or business or for stockpiling any materials, supplies, stock-in-trade, machinery, or equipment (except in connection with the construction of a dwelling being constructed in accordance with these covenants).

#### DWELLING AND CONSTRUCTION

4. No mobile homes or ready constructed homes shall be moved onto any unit as a permanent or temporary residence.

5. No building, construction, erection, or land disruption shall be permitted unless approved in writing by the Design Committee, all regulatory approvals have been obtained from any public authority exercising jurisdiction, and a building permit has been issued.

6. No dwelling, building, construction, erection or land disruption requiring a structural foundation shall be constructed outside the Building Envelope, with the exception of patios, decks, balconies, fire pits, gazebos or like structures.

7. No alteration of the slope or lie of the land shall occur outside the Building Envelope.

8. A minimum of 3 meters separation between all homes is required.

9. No dwelling house shall be constructed upon any of the said Units which occupies a ground area of less than:

- (i) 1,507 square feet if the dwelling house is of single storey design (bungalow); or
- (ii) 1,000 square feet if the dwelling house is of two storey or of one and one-half storey design.

The dimensions of any garage, porch, verandah, sun room or other appurtenant structure shall be excluded in computing such ground area. Design and location to be approved by the Design Committee. Measurement shall not include any level, any portion of which is below grade.

10. No more than one single family dwelling house shall be erected or stand at any time on any unit in the subdivision.

11. No house with less than a two car attached garage shall be erected, except with the approval in writing of the Design Committee. Outbuildings of any nature, including garages and/or carports, will not be allowed unless exterior finish and roof materials are consistent with the dwelling. Design and location of any outbuilding must be approved in writing by the Design Committee.

12. No building shall be erected on the said units unless such building shall have an exterior finish of brick, stone, wood siding, stucco or other materials approved in writing by the Design Committee. Soft, natural, earth tone colours are preferred. (no replication of dominant house colours shall occur between neighbouring homes). Roofing materials shall be of cedar or pine shakes, clay or concrete tile, or other materials approved in writing by the Design Committee.

13. No house, building or structure shall be occupied until the exterior of same is completed in accordance with the plans and specifications as approved by the Design Committee, excepting seasonal deficiencies.

### LANDSCAPING

14. No rock, gravel, or clay shall be excavated or removed from the property for commercial purposes.
15. No fence shall be constructed except of green wire and green metal posts, four (4) feet high on property line only, without gate access onto the Golf Course lands, and, if they have received prior approval in writing from the Design Committee, wooden privacy fences on a patio or deck.
16. Retaining walls: no retaining wall shall be constructed on a unit except in accordance with a design and materials approved in writing by the Design Committee.
17. No natural drainage courses shall be altered or obstructed to the extent that drainage from any unit is materially affected.
18. Spotting of individual trees, clusters of trees and/or bushes is encouraged providing views are not substantially impaired. Poplar or Willow trees shall not be planted on any unit.
19. No signs or advertising matter of any kind shall be placed on any unit except signs placed by the Developer, or Approved Builder or the Golf Course management provided that signs for resale purposes may be placed on a unit if approved by the Design Committee.

### LAND USE

20. No weeds or unsightly growths shall be permitted to grow or remain upon the premises and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain thereon. If any owner of any property shall fail or refuse to comply with the above

mentioned covenant, then the Company or its authorized agent may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass and such removal shall cause a lien for all expenses incurred to arise in favour of the Company, its successors, or assigns.

21. No garbage or unsightly materials be allowed except under controlled conditions in covered containers and out of sight in screened enclosures, to be removed by the unit owner on a regular basis.

22. No firearms, crossbows, hunting bows, or other weapons shall be discharged on the said lands and Golf Course.

23. No recreational vehicles, including motorcycles, trail bikes, snowmobiles, and all-terrain vehicles shall be operated on the said lands and Golf Course.

24. No storage of used car bodies, recreational vehicles, boats, or holiday trailers shall be permitted on any unit except for temporary cleaning, maintenance or loading of recreational vehicles, boats or holiday trailers, to a maximum time limit of 48 hours.

25. No high aerial masts, satellite dishes, (except micro dishes) gasoline/diesel, hazardous material or other unsightly structures shall be placed upon any unit.

#### WATER/SEWER

26. No well shall be drilled or dug upon any unit and no water supply shall be brought onto any unit except a water supply provided by the Emerald Bay Water and Sewer Co-op, water utility company or successor agency supplying all of the residential units to be

subdivided from the said lands with hook-up and monthly maintenance/usage costs to be the owners responsibility.

27. No septic systems or disposal fields of any type shall be installed. All waste water and sewage shall be disposed of by way of communal services to be provided by Emerald Bay Water and Sewer Co-op with hook-up and monthly maintenance/usage costs to be the owners responsibility.

28. No water softener or other device which would have the potential of causing soil salination shall be used on any unit.

29. A utility co-operative has been formed for the purpose of providing potable water and wastewater services to the said units and for the purpose of maintaining and supervising of the water treatment and distribution facility and wastewater collection, treatment and disposal systems. Each and every unit owner within the Emerald Bay Subdivision and all subsequent purchasers and owners of units shall be required to become members of the Emerald Bay Water & Sewer Co-op Ltd. or another co-operative organized under the Rural Utilities Act.

The registered owner of the lands or any portion thereof, for itself, its successor and assignee to the title thereto, shall be responsible for the operation, maintenance and upgrading of the water supply system and the wastewater collection, treatment and disposal system as specified in the Approval issued by the Director of Environmental Services, Bow Region, Alberta Environment.

30. The Design Committee will consist of four (4) individuals or a professional Design Consultant selected by the Developer until two (2) years after all units are sold or until December 31, 2003, whichever shall last occur. Thereafter, the Condominium Association will take over the duties of the Design Committee and assume all roles and responsibilities as set out herein. The Design Committee and its members, acting in good faith, shall be indemnified by all owners of units from any costs, fees, damages, or expenses which they may be required to pay.

31. The Design Committee may require that the owner meet with the Committee or its designated member to discuss preliminary ideas and plans PRIOR to any design submissions and the Design Committee shall provide to the owner, its comments on any preliminary ideas or plans submitted to it.

32. The Design Committee will require two sets of detailed architectural drawings and specifications (minimum scale of 1:100 or 1/8 inch = one foot, maximum 1:50 or 1/4 inch = one foot) showing the proposed building type, style, material finish and overall appearance which shall be consistent with the overall character of the subdivision, in sufficient detail to satisfy the Design Committee. Information required shall include materials to be used, colours, architectural features, appearances, setbacks, siting, access, plot plan, exterior colour selection form, utility hook-ups and height as necessary for the Design Committee to finalize a decision.

OTHER



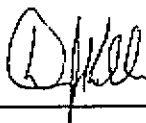
33. This Restrictive Covenant shall be enforceable by the owner(s) of each and any of the unit(s) and any waiver by any owner(s) of the strict performance of any covenant(s) herein, shall not constitute a waiver of any of the other covenants set out herein.

34. Invalidation of any of these covenants by Judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF EMBAY LIMITED PARTNERSHIP has executed these presents by its general partner, 514071 ALBERTA LTD., whose corporate seal is affixed hereto and attested by the hand of its duly authorized officer in that behalf this 7 day of FEBRUARY, 2001.

514071 ALBERTA LTD.

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



## SCHEDULE A

As used in the attached Restrictive Covenant the following terms shall have the following meanings, unless the context otherwise requires:

1. "Approved Builder" means a builder designated by the Developer in writing as an Approved Builder.
2. "Building Envelope" means the portion of a building unit not included in any area prescribed by any governmental authority as required setbacks from unit boundaries.
3. "Design Committee" means the committee established pursuant to Section 28.
4. "Condominium Association" means the condominium association formed on registration of the plan creating the units described in the Restrictive Covenant Agreement and any successor thereto.
5. "Developer" means Embay Limited Partnership.
6. "Golf Course" means the Springbank Links Golf Course constructed upon:  
Meridian 5, Range 3, Township 25, Section 11  
Quarter South East



021057802 REGISTERED 2002 02 19  
RESC - RESTRICTIVE COVENANT  
DOC 3 OF 6 DRR#: 9013185 ADR/ABENNETT  
LINC/S: 0029216819 +