

## SPRINGSIDE – PHASE 4

**RESTRICTIVE COVENANT AND EASEMENT**

Pursuant to Sections 52 and 71(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 both the equitable owner and 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 Springside 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 which are not suitable for the community, and Dundee believes that it will prevent the use of any building material which 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, 19 and 22 in this Restrictive Covenant 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 any free standing structure (e.g. gazebo, play structure, garage, carport, shed, etc.) on any lot.
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 pour the concrete footings for the dwelling on the lot prior to an elevation check on the footing formwork by Dundee's engineer.
6. 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.
7. No lot shall be used for the storage of materials or equipment other than materials or equipment which is usually stored in connection with the occupation of a building used for a private residence.
8. 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.
9. No television or radio antenna, transmitter, or receiver or other communication device larger than 0.5 metres in diameter shall be permitted on any portion of a lot or building on a lot, if the communication device is visible from a street or park.
10. No horses, cattle, hogs, sheep, poultry, or other stock or 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.
11. 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.

12. 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 motorhome, 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.

13. 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.

14. 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 31<sup>st</sup> to complete the driveway.

15. 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 1<sup>st</sup> and the following May 31<sup>st</sup> in which case the Owner shall have until the immediately following June 30<sup>th</sup> to complete such landscaping.

16. 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.

17. 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, 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; 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).

18. 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.

19. An Owner shall not wilfully harm or damage an existing tree on the lot either directly, or indirectly through a lack of proper watering or maintenance, nor shall an Owner remove an existing tree without the prior written permission of Dundee.

20. Each fence, or decorative fence/wall constructed by Dundee is described on Schedule "B" and in this Restrictive Covenant 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.

21. 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 lane right-of-away immediately adjacent to the lot.

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

23. (a) Each Owner of any of those lots described as Lots 47 to 50 inclusive in Block 12 (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 certain decorative fences have been constructed, partially or totally, on the Easement Lands for the benefit of all Owners. In consideration of the Springside Residents' Association (the "Association") paying for the cost related to such maintenance and repair to the walls, 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 caused to be performed certain maintenance and repairs to the decorative fences and to ensure that they are landscaped 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 article 20.

(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. Any provisions of this Restrictive Covenant 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.

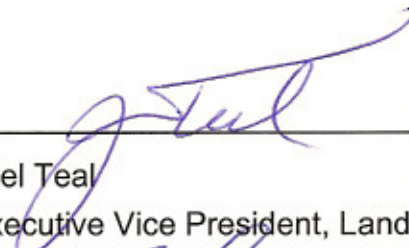
25. No action shall lie against Dundee for damages for breach of any one or more of the covenants contained in this Restrictive Covenant unless Dundee is registered as owner of the lot alleged to be in breach of the Restrictive Covenant. This article 25 shall constitute an absolute defence to any such action and may be pleaded as such.


26. In this Restrictive Covenant, 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 3rd day of December 20 01.

**DUNDEE DEVELOPMENT CORPORATION**



  
\_\_\_\_\_  
Joel Teal  
Executive Vice President, Land and Housing

  
\_\_\_\_\_  
Michael J. Cowie  
Vice President, Calgary Land

**SCHEDULE "A"**  
**SPRINGSIDE – PHASE 4**

Plan	Block	Lot
	6	27
	6	28
	6	29
	6	30
	6	31
	6	32
	6	33
	6	34
	6	35
	6	36
	6	37
	6	38
	6	39
	6	40
	6	41
	6	42
	6	43
	6	44
	6	45
	6	46
	12	5
	12	6
	12	7
	12	8
	12	9
	12	10
	12	11
	12	12
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	12	35
	12	36
	12	37
	12	38

**SCHEDULE "A"**  
**SPRINGSIDE – PHASE 4**

Plan	Block	Lot
	12	39
	12	40
	12	41
	12	42
	12	43
	12	44
	12	45
	12	46
	12	47
	12	48
	12	49
	12	50
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	12	52
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	12	67
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	12	71
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	12	73
	12	74
	12	75
	12	76
	12	77
	12	78
	12	79
	12	80
	12	81
	12	82
	13	1
	13	2
	13	3
	13	4
	13	5
	13	6
	13	7
	13	8
	13	9
	13	10

**SCHEDULE "A"**  
**SPRINGSIDE – PHASE 4**

Plan	Block	Lot
	13	11
	13	12
	13	13
	13	14
	13	15
	13	16
	13	17
	13	18
	13	19
	13	20
	13	21
	13	22
	13	23
	13	24
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	13	26
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	13	29
	13	30
	13	31
	13	32



**SCHEDULE "B"**  
**SPRINGSIDE – PHASE 4**  
**FENCES BUILT BY DUNDEE**

Plan	Block	Lot	
	6	27	North side property line, lattice style fence
	6	27	Rear property line, lattice style fence
	6	28	Rear property line, lattice style fence
	6	29	Rear property line, lattice style fence
	6	30	Rear property line, lattice style fence
	6	31	Rear property line, lattice style fence
	6	32	Rear property line, lattice style fence
	6	33	Rear property line, lattice style fence
	6	34	Rear property line, lattice style fence
	6	35	Rear property line, lattice style fence
	6	36	Rear property line, lattice style fence
	6	37	Rear property line, lattice style fence
	6	38	Westerly rear property line, lattice style fence
	6	44	Portion of rear property line, screen style fence
	6	45	Rear property line, screen style fence
	6	46	Rear property line, screen style fence
	12	5	West side property line, lattice style fence
	12	14	Rear property line, screen style fence
	12	15	Rear property line, screen style fence
	12	16	Rear property line, screen style fence
	12	17	Rear property line, screen style fence
	12	18	Rear property line, screen style fence
	12	19	Rear property line, screen style fence
	12	20	South rear property line, screen style fence
	12	20	West rear property line, lattice style fence
	12	21	Rear property line, lattice style fence
	12	22	Rear property line, lattice style fence
	12	23	Rear property line, lattice style fence
	12	23	Northerly side property line, screen style fence
	12	24	Westerly side property line, screen style fence
	12	24	Rear property line, lattice style fence
	12	25	Rear property line, lattice style fence
	12	26	Rear property line, lattice style fence
	12	27	Rear property line, lattice style fence
	12	28	Rear property line, lattice style fence
	12	29	Rear property line, lattice style fence
	12	30	Rear property line, lattice style fence
	12	31	Rear property line, lattice style fence
	12	32	Rear property line, lattice style fence
	12	33	Rear property line, lattice style fence
	12	34	Rear property line, lattice style fence
	12	35	Rear property line, lattice style fence
	12	36	Rear property line, lattice style fence
	12	37	Rear property line, lattice style fence

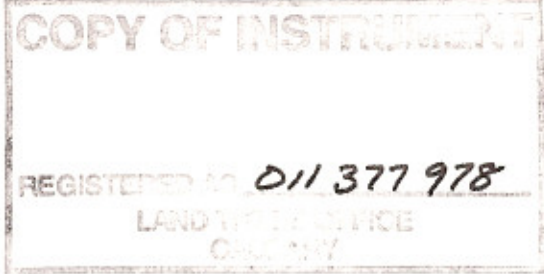
**SCHEDULE "B"**  
**SPRINGSIDE – PHASE 4**  
**FENCES BUILT BY DUNDEE**

Plan	Block	Lot	
	12	38	Rear property line, lattice style fence
	12	39	Rear property line, lattice style fence
	12	40	Rear property line, lattice style fence
	12	41	Rear property line, lattice style fence
	12	42	Rear property line, lattice style fence
	12	43	Rear property line, lattice style fence
	12	44	Rear property line, lattice style fence
	12	45	Rear property line, lattice style fence
	12	46	Rear property line, lattice style fence
	12	46	Easterly side property line, screen style fence
	12	47	Northerly side property line, screen style fence
	12	47	Rear property line, decorative screen style fence
	12	48	Rear property line, decorative screen style fence
	12	49	Rear property line, decorative screen style fence
	12	50	East rear property line, decorative screen style fence
	12	50	South rear property line, screen style fence
	12	51	Rear property line, screen style fence
	12	52	Rear property line, screen style fence
	12	53	Rear property line, screen style fence
	12	54	Rear property line, screen style fence
	12	55	Rear property line, screen style fence
	12	56	Rear property line, screen style fence
	12	57	Rear property line, screen style fence
	12	58	Rear property line, screen style fence
	12	59	Rear property line, screen style fence
	12	60	Rear property line, screen style fence
	12	61	Rear property line, screen style fence
	12	62	Rear property line, screen style fence
	12	63	Rear property line, screen style fence
	12	64	Rear property line, screen style fence
	12	65	Rear property line, screen style fence
	12	66	Rear property line, screen style fence
	12	67	Rear property line, screen style fence
	12	68	Rear property line, screen style fence
	12	69	Rear property line, screen style fence
	12	70	Rear property line, screen style fence
	12	71	Rear property line, screen style fence
	12	72	Rear property line, screen style fence
	12	72	South side property line, screen style fence
	12	73	North side property line, screen style fence
	12	73	Rear property line, screen style fence
	12	74	Rear property line, screen style fence
	12	75	Rear property line, screen style fence
	12	76	Rear property line, screen style fence

**SCHEDULE "B"**  
**SPRINGSIDE – PHASE 4**  
**FENCES BUILT BY DUNDEE**

Plan	Block	Lot	
	12	77	Rear property line, screen style fence
	12	78	Rear property line, screen style fence
	12	79	East rear property line, screen style fence
	12	80	Portion of rear property line, screen style fence
	12	81	Rear property line, screen style fence
	12	82	Rear property line, screen style fence
	13	14	Rear property line, screen style fence
	13	15	Rear property line, screen style fence
	13	16	Rear property line, screen style fence
	13	17	Rear property line, screen style fence
	13	18	Rear property line, screen style fence
	13	19	Rear property line, screen style fence
	13	20	Rear property line, screen style fence
	13	21	Rear property line, screen style fence
	13	22	Rear property line, screen style fence
	13	26	South rear property line, screen style fence
	13	27	Rear property line, screen style fence
	13	28	Rear property line, screen style fence
	13	29	Rear property line, screen style fence
	13	30	Rear property line, screen style fence
	13	31	Rear property line, screen style fence
	13	32	Rear property line, screen style fence

NOTE: *Where a Fence is indicated to be on a property line, it is actually completely inside the property line of the lot referenced.*



Dated: \_\_\_\_\_, 2001

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

\_\_\_\_\_  
DONAHUE ERNST & YOUNG  
Barristers and Solicitors  
1000 Ernst & Young Tower  
P.O. Box 2258, Station M  
440 - 2<sup>nd</sup> Avenue S.W.  
Calgary, Alberta, T2D 5E5