

CRIMSON LEAF

ARCHITECTURAL GUIDELINES

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BETWEEN:

CRIMSON LEAF PROPERTIES LTD.

A body corporate duly authorized to carry on business in the Province of Alberta having an office in the City of Edmonton, Province of Alberta

-and-

CRIMSON LEAF PROPERTIES LTD.

A body corporate duly authorized to carry on business in the Province of Alberta having an office in the City of Edmonton, Province of Alberta

ARTICLE I DEFINITIONS

For the purpose of this grant, the following definitions shall apply:

- 1.1 “Architectural and Construction Guidelines” means the guidelines set forth in Schedule “3” attached hereto and forming part hereof.
- 1.2 “Dominant Lands” means those lands set forth in Schedule “B” attached hereto and forming part hereof.
- 1.3 “Servient Lands” means those lands set forth in Schedule “C” attached hereto and forming part hereof.
- 1.4 “Developer” means Crimson Leaf Properties LTD.
- 1.5 “Development” means the carrying out of any construction, excavation, or other operations, in, on, over, or under the Servient Lands or any part thereof.
- 1.6 “Purchaser” or “Purchasers” means any person or body corporate who acquires the Servient Lands from the Developer and any successor in title to such person.

ARTICLE II GRANT OF COVENANTS

WHEREAS:

- 2.1 The Servient Lands are to be developed into a residential subdivision located in the County of Strathcona to be known as Crimson Leaf.

2.2 In order to provide for the Dominant Lands and the Servient Lands to be developed as a residential subdivision and to maintain the aesthetics of the Servient Lands and the Dominant lands it is essential that certain architectural controls be placed upon development of the Servient Lands.

2.3 It is desirable that the benefit of the hereinafter provided conditions and covenants restrictive in nature to be annexed to and run with the Dominant Lands and that the burden of the said conditions and covenants restrictive in nature be annexed to and run with the Servient Lands.

NOW THEREFORE the developer as owner of the Servient Lands and Dominant Lands annexes to the Dominant Lands the benefit of the restrictive covenants hereinafter set forth and to the Servient Lands the burden of the restrictive covenants hereinafter set forth as follows:

ARTICLE III GRANT – ARCHITECTURAL CONTROLS

3.1 No development shall be undertaken on the Servient Lands unless such Development is constructed in accordance with the Architectural Guidelines.

ARTICLE IV SUBDIVISION

4.1 In the event of the subdivision of the Servient Lands, each lot created within the Servient Lands shall be bound by the conditions and covenants restrictive in nature annexed to the Servient Lands and each such lot shall, upon such subdivision, also be entitled to the benefit of the conditions and covenants restrictive in nature as if it had been a grantee hereunder in the first instance.

ARTICLE V GENERAL PROVISIONS

5.1 The burden of these covenants shall pass with and extend to and run with and bind the Servient Lands so as to bind the Purchaser and all the successors and assigns deriving title from the Purchaser to the Servient Lands or any part thereof or any interest therein.

5.2 The restrictive covenants set out herein are enforceable jointly and severally by the Developer and the registered owner or registered owners from time to time of the Dominant Lands and any waiver by any registered owner of any portion of the Dominant Lands of the strict performance of the covenants set out herein shall not of itself constitute a waiver or abrogate the covenants set out herein.

5.3 Any failure by the Developer or its successors to enforce any one or more of the provisions of this restrictive covenant shall in no way be construed to be a waiver of any of the other provisions of this restrictive covenant. No action shall lie against the Developer or its successors in title to the Dominant Lands for failure to enforce the provisions of this restrictive covenant against the owner from time to time of any portion of the Servient Lands. This covenant shall constitute an absolute defence to any such action and may be pleaded as such.

5.4 If any restrictions, covenants or conditions contained herein shall be declared invalid by any Court of competent jurisdiction, such invalidity shall not affect or impair the validity of any other restriction, covenant or condition contained herein which shall be read and construed as if any such invalid restrictions, covenants or condition had never been included in these presents.

IN WITNESS WHEREOF the parties have hereto affixed its respective seal as witnessed by the hands of its proper officers duly authorized in that behalf as of ____ day of July 2005.

CRIMSON LEAF PROPERTIES LTD.

Per: _____

CRIMSON LEAF PROPERTIES LTD.

Per: _____

Schedule “A”

Crimson Leaf

Architectural Design Guidelines

October, 2005

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INTRODUCTION

The information contained in these design guidelines provides lot owners, designers and builders with appropriate building guidelines as well as lot landscaping and fencing requirements.

This document is the mechanism whereby the Developer will ensure adherence to the standards set forth for building design and lot landscaping, and as such, forms part of the Purchase Agreement.

1.0 OBJECTIVE

To ensure that throughout Crimson Leaf a very high quality is attained for individual homes and overall street appearance while providing for individuality and uniqueness in design.

As Crimson Leaf is an environmentally responsible development, each residence constructed will have installed an approved Geothermal heating system as its primary method of heating.

2.0 HOUSING DESIGN

2.1 House Size

Houses are to have a consistency of mass and volume within the streetscape. Minimum house sizes shall be in accordance with the following:

HOUSE TYPE	MINIMUM SQUARE FOOTAGE
Bungalow	1,800
Split Level	2,000
1 ½ Storey	2,400
2 Storey	2,600

2.2 Garage Size

All lots require an attached garage with a minimum 3 vehicle capacity.

2.3 Repetition

Identical home style repetition is discouraged. Elevation modifications or finishing treatments may therefore be required to ensure variation along the street. Identical front elevations must have a separation space of a minimum of three lots on either side or three lots directly across the street from the applicant house.

2.4 Corner Lots

All houses on corner lots, because of their high profile, require special design consideration.

- Flanking side elevations on corner lots must have full front elevation treatment, reflecting appropriate wall heights, window placement and detail consistent with the front elevation.

2.5 Walkout Lots

The rear elevations of lots designated as walkout or partial walkout require special design consideration.

- These designs must present an integrated building form incorporating a combination of architectural measures to segment the appearance of the rear building façade.
- The use of graduated rooflines, dormers, detailing and a minimum of two wall planes with a substantial roofline within 20' of grade may be some of the architectural measures applied to these highly visible settings.

2.6 High Visibility and Walkway Lots

The rear elevations of homes with street adjacencies require special consideration.

- Elevations at these locations must avoid expanses of blank wall space and present façade detailing consistent with the front elevation.
- Second floor cantilevers must be anchored by a roofline or similar treatment.
- All projections will have a separate roof line and overhang consistent with the remainder of the home.

3.0 EXTERIOR FINISHES

3.1 Primary Finish

- Finish materials shall be wood siding, Hardi Plank, brick, stone, or stucco or other finish material approved at the discretion of the Developer.
- The same or complimentary material must be used for all decks and vertical design elements.

3.2 Trim Materials

All homes require detailing consistent with their architectural style and finish

materials. The following are examples of typical detailing items:

- Column and railing detailing
- Trim accents/battens or shutters on front windows and doors
- Cap and sill details on windows and doors
- Shadow boards or banding on front gables
- If brick or stone is used on the front façade of the home, it must return a minimum of 24" around corners. If used, the brick or stone must cover a minimum of 300 sq.ft. on the front of the home. The brick or stonework must be of muted tone. No false fronts will be permitted.
- The predominant finish on the front elevation must be consistent with the side and rear elevations.
- All furnace and fireplace flues must be contained in a corbelled chase and finished in a style consistent with the detailing of the house.

3.3 Parging

Maximum height of parging on front elevations shall be 1'0" above grade and 2'0" above grade on all remaining elevations.

3.4 Exterior Colours

Exact colour chips for all exterior colour schemes must be submitted with the application to the Architectural Consultant. To ensure visual variety in the street appearance, identical colour repetition will not be permitted within three houses on either side or three houses across the street from the applicant house. The use of a third accent colour is encouraged. Trim colours shall not be duplicated on adjacent houses.

3.5 Roofing

- Roof materials shall be natural or treated cedar shakes, metal shakes, clay tile, raised profile asphalt shingles.
- Roof overhangs must be consistent with the style and design of the home. Alternate overhangs may be allowed at the discretion of the Developer if they are proportionate to the design of the home.
- Cantilevers and box-outs on visible elevations (front, corner, and perimeter lots) must include their own roofline and overhang.
- Eaves trough must be the same colour as the fascia.
- Down spouts must match the colour of the wall.

3.6 Windows/Doors

- Entrance treatments should incorporate a veranda or covered entry. Where the design does not lend itself to this concept, the use of alternate detailing and feature windows will be considered.

- Wood trim details and surrounds must be painted or clad finish. Details and surrounds must be of an appropriate scale to the style of the home.
- Pre-cast concrete steps will not be allowed and the front entry steps must be consistent with the entry walk materials used.

3.7 Garage/Driveway/Walkway

Garages:

All lots must provide for a triple attached garage as specified in Paragraph 2.2 of these guidelines.

- Garages shall be designed to complement the house. Care must be taken to design the garages so they do not overwhelm the house. A maximum of 60% of the total home width may be utilized for the garage component.
- Any garage face that is predominantly visible from the street requires articulation. Long uninterrupted planes of blank walls will not be permitted.
- A minimum 2' relief of the front wall plane is required on all triple garages along with the appropriate roof line detail.

Driveways/Walkways:

- Desirable driveway slopes are 5% or less.
- Front driveways and walkways shall be constructed of a hard surface finish. The following materials are acceptable:
 - Coloured concrete pavers
 - Stamped or exposed aggregate concrete
 - Asphalt
- In all cases where coloured concrete is used, the colour must coordinate with and complement the overall design theme of the house. Homeowners are encouraged to construct narrower driveways to maximize landscape areas.
- The maximum number of risers allowed is 4 per set. Where a change in grade elevation requires more than 4 risers at the door, the additional risers are to be absorbed in the front walk.

4.0 LANDSCAPING & FENCING

4.1 Landscaping

- Landscaping is a focal point of the Architectural Design Guidelines. Landscaping should be significant and should complement the home. Each owner shall submit a professionally prepared front yard landscaping plan for approval which illustrates the variety and location of plant material. The quantity and volume of landscaping is to be proportionate to the configuration and size of the yard.

- The front yard landscaping must be completed within 120 days of substantial completion of the home. Seasonal deficiencies will be accepted if late fall or winter construction occupancy occurs.
- Completion of front yard landscaping forms part of the final acceptance requirements.

4.2 Fencing

Only fencing constructed in accordance with the approved subdivision fencing (as per attached Schedule A) will be permitted on rear and side yards.

Front Yard Fencing:

- Front yard fencing will be restricted to ornamental fencing to a maximum height of 1.0m and must use materials to complement the design of the home.

5.0 Siting of House

5.1 County Regulations

Conformity with these Architectural Design Guidelines does not supersede the requirements to conform to the County of Strathcona Zoning Bylaw Country Residential and the approval process of the County of Strathcona.

5.2 Grading/Plot Plans

Lot grading is to follow the natural slope of the landform and is to be consistent with the County approved subdivision grading plan (which will be provided by the Developer).

The designated surveyor will prepare all plot plans. The builder and the designated surveyor will jointly carry out the staking of the home. This procedure will facilitate establishing building elevations that are appropriate for the on-site grading conditions.

The Developer reserves the right to adjust the grading requirements between lots after plans for affected homes have both been submitted. A coordinated grading review will be carried out by the designated surveyor to ensure that the proposed final grades of a particular house do not adversely affect the adjacent house. The designated surveyor will balance the final grading requirements to the mutual benefit of adjacent houses.

5.3 Retaining Walls

All retaining walls must be constructed and landscaped in a manner complementary to the house design. The owner is responsible for all costs of any retaining walls required.

6.0 MISCELLANEOUS

6.1 Accessory Buildings

Accessory buildings or other freestanding structures must be designed and constructed to match the same materials as used for the house.

6.2 Recreation Vehicles

Recreation vehicles and commercial vehicles in excess of 1 ton capacity shall not be stored on any property for more than 48 hours unless in a garage.

6.3 Satellite Dishes

Satellite dishes or antennas should be suitably screened from the street or public view and must be a maximum of 18" in diameter. The receivers should be wall hung and mounted to ensure a minimum visual distraction.

No radio or television transmitting or receiving devices or satellite dishes shall be placed in front or side yards of any lot or on the front of any home such that the same are visible from the street in front of the Lot.

7.0 SUBDIVISION APPEARANCE

7.1 Signage

Only Developer installed signage will be allowed on boulevards and common areas. In order to maintain cohesiveness for signage within the subdivision, only one sign will be allowed on each lot. Signage must be a maximum of 24"x30", erected on an appropriate stand, and shall not be installed on the house. Signage by suppliers or sub trades will not be permitted on the lots or houses in any manner.

7.2 Excavation Material

Owners must ensure that all excavation material is kept within the confines of the lot. Any spillage on a road, sidewalk or neighbouring lot must be removed

immediately or the Developer will arrange for its removal and invoice the owner for any expenses incurred.

7.3 Clean Up

Owners should ensure the timely removal by all sub trades of litter on building sites, sidewalks, boulevards and adjacent lots. Owners will be provided with a 48-hour notice period; failure to comply will result in a clean-up bill being charged to the owner. Supply of construction waste removal bins by the owner is required. Any general clean-ups of the subdivision implemented by the Developer may be charged to all owners.

8.0 APPROVAL PROCESS

8.1 Architectural Pre-Approval

It is strongly recommended that the owner submit their proposed plans to the Architectural Consultant for pre-approval to ensure that they comply with the Architectural Design Guidelines.

8.2 Architectural Approval

Before applying to the County for a development permit, the applicant must have approval from the Developer. Applications submitted to the Architectural Consultant shall include the following:

- Two complete sets of house plans
- Plot plan, prepared by the surveyor showing lot house grades and drainage pattern, floor and garage elevations
- Completed application form
- Material and colour samples as required

Incomplete submissions may be returned without review.

The Architectural Consultant will review the plan and recommend approval, modification, or rejection of the application based on the adherence of the plans to these guidelines. This decision should be made within ten days of submission. Once approved by the Developer, the Architectural Consultant will send a copy of the application indicating any changes, to the applicant. After approval, the plans may not be altered without prior approval of the Developer.

8.3 Stake Out Approval

Prior to the Developer granting stake out approval, the owner must have completed the purchase of the lot and have full plan approval by the developer.

8.4 Disputes

Should disputes arise, the Developer shall make the decision on the acceptability of plans, and their decision will be final. The enforcement, administration and interpretation of these guidelines shall be at the sole discretion of the Developer. The unfettered application of these guidelines shall be without notice or precedent.

9.0 LOT PURCHASE INSPECTION

The owner will be responsible for damages to infrastructure servicing and amenities on and surrounding the lot. On or prior to the transfer of title to the owner, a thorough inspection should be undertaken to include the following items:

- | | |
|-------------------------------|------------------------------|
| * Curb stop – water valve | * Light standards |
| * Driveway aprons and asphalt | * Cathodic protection points |
| * Boulevard landscaping/trees | * Grading & drainage swales |
| * Rear gutters & walkways | * Fencing |
| * Servicing boxes | * Entrance features |

Pre-existing damages to any of the above items must be reported to the Developer in writing within 7 days of transfer of title to the owner. If subdivision servicing is not completed at the time of title transfer, a damage report must be submitted to the developer within 7 days of completion of subdivision servicing. If no damage report is received by the Developer within the time specified above, any damages assessed to the lot will be charged to the owner.

10.0 PERFORMANCE DEPOSITS

A performance deposit in the amount of \$10,000.00 per lot or a letter of credit in a form acceptable to the Developer, in the amount of \$10,000.00 per lot is due upon payout of the lot. The deposit will be retained by the Developer, without interest, and may be forfeited to the Developer if there are deficiencies or infractions relating to architectural adherence, landscaping adherence or subdivision damages. The refund of the performance deposit must be applied for within 5 years from the date of the transfer of the title to the lot or the deposit will be absolutely forfeited to the Developer.

10.1 Architectural Adherence

The owner must construct and finish the house as per the plans approved by the Developer. The Developer must also approve any changes that occur to the approved house plans during the course of construction.

10.2 Landscaping Adherence

The owner must complete all front yard landscaping as per the plans approved by the Developer. The Developer must also approve any changes that occur to the approved landscaping plan during the course of construction.

10.3 Performance Deposit Return

Architectural Adherence: \$5,000 of the performance deposit will be released to the owner upon satisfactory completion of the house as per the architectural approval. To initiate an architectural inspection and return of \$5,000 of the performance deposit, the following must be completed to the satisfaction of the Developer:

- Construction completed, exterior completed in accordance with these guidelines and as per the house plan approval
- Rough grading completed and rough grade certificate submitted
- Written request submitted to the Architectural Consultant to conduct the architectural inspection (must include rough grade certificate). A copy of the architectural inspection report will then be forwarded to the Developer for appropriate action.

The owner will be notified of any architectural deficiencies and will be given a time frame in which to correct the deficiencies. Upon satisfactory completion of the architectural deficiencies, \$5,000 of the performance deposit will be refunded to the owner.

Landscaping Adherence and Final Inspection: To initiate final inspection of landscaping, common amenities and development infrastructure, and the return of the remaining \$5,000 performance deposit, the following must be completed to the satisfaction of the Developer:

- Architectural inspection passed and architectural deposit returned
- Landscaping completed as per the landscaped plans approved
- Final grading completed
- Final grading certificates and approved grading inspection report
- Water valve exposed and marked
- Sidewalks, street, gutter and curbs in clean condition
- Written request to the Architectural Consultant to conduct the landscape inspection and damage inspection of items identified in Paragraph 9.0. The request must include the final grade certificate.

The owner will be notified of any landscaping deficiencies and will be given a time frame in which to correct the deficiencies. Upon satisfactory completion of the landscaping deficiencies, the remaining performance deposit will be refunded to the owner subject to deductions for damages assessed to subdivision amenities and infrastructure.