

**ARCHITECTURAL GUIDELINES AND CONTROLS  
PARKVIEW**

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**Municipal Standards**

- All building designs must meet the current City of Lloydminster Land Use Bylaws and all applicable Building Code Regulations. Conformance with these Architectural Guidelines and Controls does not negate the municipal by-law requirements of the City of Lloydminster, applicable building code regulations, or the requirements of any other governmental organization having jurisdiction.

**Design Review**

- To ensure the quality of the aesthetics of the Project and to ensure that all Homes constructed in the Project are complementary in nature and aesthetically pleasing, the Purchaser must submit an application for plan review to the Developer prior to commencing construction on the Lot. Each application shall consist of one (1) complete set of drawings including plans, elevations, section, and site plan in a 11” x 17” format.
- The Architectural Design Approval Committee shall review the application and recommend approval or rejection based on compliance with these guidelines and any Restrictive Covenant registered against the title to the Lot.
- Prior to commencement of construction the written approval of the application by the Architectural Design Approval Committee is required.

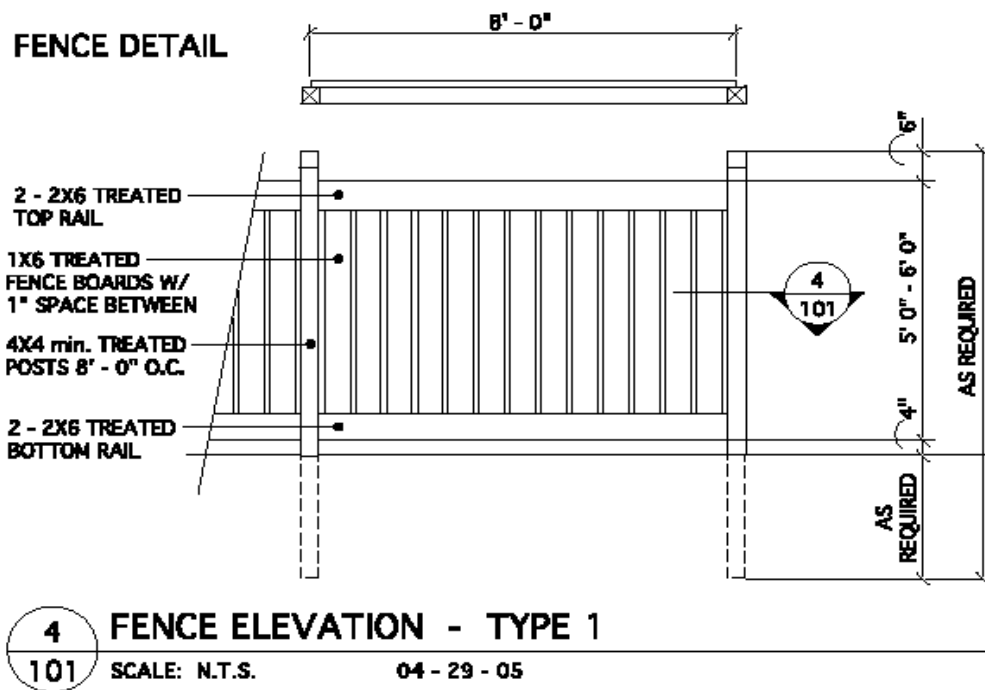
**Controls**

- All Homes will be restricted to be built within a building sitting envelope as determined by the Developer on a lot by lot basis taking into account landscaping concerns and requirements as well as driveway placement;
- A covered entrance to the Home with a minimum of one column is mandatory. The columns used to depict the theme of the Home shall be substantial in mass with step detailing and brick or stone at the base (minimum of three feet high).
- Roof slopes shall be a minimum of 6/12 with standard 2 foot overhangs;
- All Homes shall have an address plate affixed to the front of the residence;
- Decorative trim shall be utilized around all exterior doors and windows;
- The exterior of the Home shall consist of materials comprised of siding, stucco, decorative stone, and/or brick.
- The following specifications with respect to garage requirements shall be complied with:

<b><u>Lot(s)</u></b>	<b><u>Garage</u></b>
Lots 63 to 78; Block 6; Plan 1522663 and Lots 80 to 86; Block 6; Plan 1522663; Lots 49 to 54; Block 18; Plan 1522663 and Lot 18; Block 20; Plan	One (1) Car Garage Minimum Required

1522663; and Lots 34 to 47; Block 22; Plan 1522663	
Lots 56 to 62; Block 6; Plan 1522663 and Lots 23 to 33; Block 22; Plan 1522663	Two (2) Car Garage Minimum Required

- All fencing running along the rear yard boundary of the Lots backing onto municipal reserve shall be chain link or treated lumber as currently existing or as constructed by the Developer.
- All fencing (other than the chain link referred to above) shall be built in accordance with the detail below.



- All driveways shall be constructed of:
  - Exposed aggregate concrete;
  - Swept concrete;
  - Interlocking Block;
  - Stone; and/or
  - Patterned concrete.
- Asphalt driveways are strictly prohibited.
- Within twenty four (24) months of the issuance of the Occupancy Permit for the Home the landscaping of the Lot shall meet the following minimum standards:
  - A minimum of one (1) shrub shall be planted in a prepared shrub bed in the front yard; and
  - At least one (1) tree shall be planted in the front yard having a minimum caliper of sixty five (65) mm.

**In the event that there is a discrepancy as to the interpretation of the above noted guidelines and controls, the interpretation and decision of the Developer shall be final and binding.**

**BUILDING COMMITMENT AGREEMENT (the "Agreement")**

Dated for reference purposes the 13<sup>th</sup> day of October, 2015.

**Parmjeet Dhonoa, of #18, 4738 13 Street, Lloydminster, SK, S9V 1Z5 (the "Purchaser")**

- and -

**THE CITY OF LLOYDMINSTER,**  
of 4420 – 50 Avenue, Lloydminster, Alberta, T9V 0W2  
(the "**Developer**")

PREAMBLE:

- A. The Purchaser has purchased from the Developer, pursuant to a **OFFER TO PURCHASE AND INTERIM AGREEMENT** dated for reference purposes the 13<sup>th</sup> day of October, 2015, (the "**Purchase Contract**"), certain property legally described as **PLAN 152-2663; BLOCK 6; LOT 64; EXCEPTING THEREOUT ALL MINES AND MINERALS** (the "**Lot**") as more particularly described in the Purchase Contract, which Purchase Contract is expressly incorporated into and forms a material part of this Agreement without further reference.
- B. The Lot forms part of an architecturally planned neighborhood to be comprised of detached single-family residential dwellings located in the City of Lloydminster, in the Province of Alberta, (the "**Development**").
- C. In that it is integral to the Developer's completion of the Project that the Purchaser undertake certain construction on the Lot. The Purchaser has agreed to:
- (i) prior to commencing construction on the Lot and in any event not later than **August 13<sup>th</sup>, 2016**, obtain all necessary and customary permits necessary for it to commence construction;
  - (ii) prior to commencing construction on the Lot and in any event not later than **August 13<sup>th</sup>, 2016**, obtain the necessary written consents of the Architectural Design Approval Committee as defined in the Restrictive Covenant;
  - (iii) commence the construction of a single family residential dwelling on the Lot on or before **August 13<sup>th</sup>, 2016**, and thereafter diligently work to complete the same on or before **March 26<sup>th</sup>, 2018**;
  - (iv) build the single family residential dwelling on the Lot in strict compliance with the written approval granted by the Architectural Design Approval Committee; the Developer's Architectural Guidelines and Controls for the Development and the Restrictive Covenant;
  - (v) upon the completion of the footings for the Home provide to the City a real property report for the Land prepared by a Alberta Land Surveyor pursuant to *The Land Surveyors Act* (Alberta) evidencing that the foundations for the buildings located and constructed on the Land have been constructed in

accordance with the regulations of the City and conform to the City's applicable zoning bylaws;

- (vi) grant to the Developer certain rights and remedies as required by the Developer hereunder to ensure compliance with all of the Purchaser's obligations hereunder; and,
- (vii) not to sell, transfer or otherwise dispose of the Lot, unless in strict compliance with the obligations of the Purchaser to the Developer hereunder.

D. The Developer has agreed to accept the Purchaser's commitment to construct the residential dwelling on the Lot as aforesaid, subject to the terms of this Agreement, and without such commitment the Developer would not agree to sell the Lot to the Purchaser.

**NOW THEREFORE**, this Agreement witnesses the specific terms, provisions, conditions and agreements between the Purchaser and the Developer in respect of the foregoing, as follows:

1. The recitals of fact contained in the preamble to this Agreement are true and form an integral part hereof, upon which the parties have relied and which gives intent to the provisions of this Agreement, if and whenever it may be necessary for interpretation purposes.
2. For the purposes of this Agreement:
  - (a) The following terms and phrases shall have the meaning hereinafter ascribed thereto:
    - (i) "**Architectural Guidelines and Controls**" means those controls, standards, specifications, criteria and guidelines established by the Developer for the dwellings, structures, and landscaping items to be built in the Development as outlined in the Purchase Contract;
    - (ii) "**Business Day**" means any day that the North Alberta Land Titles Offices are open for business.
    - (iii) "**Commencement Commitment Expiry Date**" means **August 13<sup>th</sup>, 2016**.
    - (iv) "**Completion Commitment Expiry Date**" means **March 26<sup>th</sup>, 2018**.
    - (v) "**Default**" means the failure of the Purchaser to comply with any of the Purchaser's covenants set forth in clause 3 hereof.
    - (vi) "**normal business hours**" means from 9:00 o'clock A.M. through to 4:00 o'clock P.M. (Mountain Standard Time).
    - (vii) "**Option Expiry Date**" means seven hundred thirty (730) days from and after the Completion Commitment Expiry Date, not including the Completion Commitment Expiry Date but including the Option Expiry Date.
    - (viii) "**Repurchase Price**" means 95% of the Purchase Price paid for the Lot as such Purchase Price is defined in the Purchase Contract.

- (ix) **"Terms of Exercising the Option"** means the specific terms and provisions governing the Developer's option to repurchase the Lot as set forth in Appendix "A" annexed hereto.
- (b) For the purposes of this Agreement:
  - (i) commencement of construction of the single family residential dwelling occurs upon all approvals to commence construction including, without limitation to the foregoing, a building permit and a development permit is issued by the City of Lloydminster (or its designated agent), all approvals of the Plans, Specifications, Materials and Colouring for compliance with the Architectural Guidelines and Controls have been obtained, and the basement of dwelling has been dug on the Lot; and
  - (ii) completion of construction of the single family residential dwelling occurs once the dwelling is substantially completed and the City of Lloydminster (or its designated agent) has issued an occupancy permit in connection with the same.
- (c) Where terms or phrases may require definition, and where none is ascribed herein or in the Purchase Contract, definition or meaning shall be derived from common parlance as in the context it may require.
- (d) All Appendices annexed to this Agreement shall form an integral part of this Agreement without further reference, and in particular, Appendix "A" - Terms of Exercising the Option - annexed hereto shall form an integral part of this Agreement.

3. In consideration of the Developer completing the sale of the Lot to the Purchaser, and in accordance with the Purchaser's covenants to the Developer as set forth in the Purchase Contract, the Purchaser covenants and agrees with the Developer as follows:

- (a) The Purchaser will, on or before the Commencement Commitment Expiry Date, commence the construction of single family residential dwelling on the Lot, PROVIDED THAT:
  - (i) the Purchaser shall prior to any work being done on the Lot, obtain such municipal approvals from the City of Lloydminster (or its designated agents) as may be required;
  - (ii) the Purchaser shall prior to any work being done on any Lot, submit all plans and specifications (inclusive of any and all changes thereto) to the Developer (or its designated agent for such purposes) for approval before commencing construction of any dwelling on the Lot as specifically provided in the Architectural Guidelines and Controls;
  - (iii) the Purchaser shall commence, carry out or cause to carry out the construction of the single family residential dwelling on the Lot diligently in strict compliance with the Architectural Guidelines and Controls, the Restrictive Covenant, controls on construction methods as imposed by any government authority and the plans and specifications approved by the Developer (or its agent) pursuant to clause 3(a)(ii) above; and

- (iv) prior to the completion of the Purchaser's obligations under this Agreement, the Purchaser shall not, without the written consent and approval of the Developer, sell transfer, convey or otherwise dispose of the Lot.
  - (b) The Purchaser will, on or before the Completion Commitment Expiry Date, complete the construction of a single family residential dwelling on the Lot.
  - (c) The Purchaser will complete the landscaping of the Lot in accordance with the Architectural Guidelines and Controls within eighteen (18) months of the Completion Commitment Expiry Date.
  - (d) As security for the performance of the Purchaser's obligations described in clauses 3(a) (b), and (c), the Purchaser hereby grants to the Developer the right and option to repurchase the Lot from the Purchaser (the "**Option**") for the Repurchase Price in accordance with the Terms of Exercising the Option.
4. Provided that the Purchaser fully complies with, strictly observes and completely meets all of its obligations and provisos set forth in clause 3 above, the Developer shall:
- (a) Release and surrender its right and option to repurchase the Lot as granted pursuant to clause 3(d) above; and,
  - (b) Discharge any and all registrations made by or on behalf of the Developer against title to the Lot in specific respect of this Agreement and the Purchase Contract; provided that and in any event there will be no discharge of such registrations until the Developer is reasonably satisfied that the completed single family residential dwelling is in compliance with all Architectural Guidelines and Controls and the approvals given pursuant to clause 3 hereof.
5. In the event of Default the Developer shall be entitled to:
- (a) Subject to the last paragraph of this clause 5, exercise the Developer's right and option to repurchase the Lot from the Purchaser for the Repurchase Price in accordance with the Terms of Exercising the Option (it being agreed that the Lot is unique to the Developer and specific performance is an appropriate remedy for such a breach); or
  - (b) Take whatever action or seek whatever recourse the Developer may have pursuant to this Agreement, or at law or in equity, without limitation to enforce this Agreement, or recover any and all damages incurred by the Developer hereunder as a consequence of such Default.
- It is agreed that any and all of the foregoing rights and remedies are without prejudice to one another; PROVIDED THAT if the single family residential dwelling on the Lot is completed to the state of "completion of construction" (as defined above) the Developer's right to exercise its right and option to repurchase the Lot from the Purchaser shall expire, as if such right had lapsed by effluxion of time.
6. The Purchaser shall not assign or transfer this Agreement without the prior written consent of the Developer, such consent not to be unreasonably withheld. It shall be a condition of such Developer consent that Purchaser and the Purchaser's assignee enter into the Developer's standard Acknowledgment

& Assumption of Obligations Under a Building Commitment Agreement, a copy of which is attached hereto as **Appendix “B”**.

7. The parties mutually agree that:

- (a) The Developer may register its interest in the Lot pursuant to this Agreement by way of caveat against the title to the Lot with the Alberta Land Titles Office. The Developer agrees to release any registered interest it has registered against the title to the Lot pursuant to this Agreement and the Purchase Contract expeditiously upon Purchaser's fulfillment of stated obligations, or at the Developer's discretion;
- (b) The obligations of the Purchaser hereunder shall run with title to the Lot and the Purchaser shall not sell the Lot without first securing agreement on the part of any transferee to be bound by the terms hereof;
- (c) The remedies of the Developer herein shall be cumulative and may be exercised partially or wholly without prejudice to the specified remedies not yet exercised or to any other remedies available at law or in equity to the Developer;
- (d) The parties and each of them will execute and provide any such further assurances and shall do such further things as may be prudent on the reasonable request of the other to give effect to the whole of this Agreement;
- (e) Notices shall be sent to the addresses as provided by the parties to one another under the Purchase Contract made collaterally and concurrently herewith, and governed accordingly;
- (f) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will not invalidate the remaining provisions of this Agreement, and any such invalid or unenforceable provision will be deemed to be severed;
- (g) This Agreement and its benefits and obligations will enure to and bind the respective parties hereto and their heirs, executors, administrators, successors and assigns as applicable; and
- (h) For interpretive purposes, gender and numbers shall be read into the provisions of this Agreement as may be applicable in the circumstances.

8. The Developer covenants and agrees to postpone its caveat referred to in paragraph 7.(a) above to a mortgage or other security which secures financing for the Purchaser to enable the purchase of the Lot and/or the fulfillment of the Purchaser’s obligations as outlined in this Building Commitment Agreement with respect to the Lot.

9. Time is and shall be of the essence of this Agreement and each and every part of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date above mentioned.

\_\_\_\_\_  
Name of Witness:

\_\_\_\_\_  
Name of Purchaser:



\_\_\_\_\_  
Name of Witness:

-OR-  
*(Name of Corporate Purchaser)*

(seal)

\_\_\_\_\_  
Name of Purchaser:

\_\_\_\_\_

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

Name of Corporate Officer:

\_\_\_\_\_

Position of Corporate Officer:

\_\_\_\_\_

**CITY OF LLOYDMINSTER**

(seal)

\_\_\_\_\_  
Rob Saunders, Mayor

\_\_\_\_\_  
Amy Smart, City Clerk

## **APPENDIX "A"**

### **TERMS OF EXERCISING THE OPTION**

#### **1. TERMS OF EXERCISING OPTION:**

1.1 The Option hereby granted shall be exercisable by the Developer at any time on or prior to the Option Expiry Date during normal business hours, and no later, and shall, if exercised, be exercised by letter delivered to the Purchaser within the time period herein mentioned.

1.2 In the event of and upon exercising the Option as set forth herein, this Agreement and the letter exercising the Option shall be a binding contract of Purchase and Sale between the parties hereto and shall be completed upon the terms contained in Clause 2 of this Appendix "A".

1.3 In the event the Option herein is not exercised within the time limited for exercise, this Option shall be null and void and no longer binding upon the Purchaser.

#### **2. TERMS OF AGREEMENT OF PURCHASE AND SALE:**

2.1 Should the Developer exercise the Option, the purchase and sale of the Lot shall be concluded upon the following terms:

- (a) the date of closing, completion and possession herein (the "**Date of Closing**"), shall be the 30<sup>th</sup> day following the date of exercise of the Option; PROVIDED THAT if said date is determined to fall on a day which is not a Business Day, the Date of Closing shall be postponed to the first business day following such date.
- (b) the Repurchase Price shall be paid by the Developer to the Purchaser, subject to any adjustments, on or before the Date of Closing.
- (c) adjustments normal and usual to conveyancing practice in the City of Lloydminster, in the Province of Alberta, shall be made as at the Date of Closing, and the sum payable under and pursuant to paragraph 2.1(b) shall be adjusted accordingly; and
- (d) on the Date of Closing the Purchaser shall provide to the Developer, at the Purchaser sole cost and expense:
  - (i) such formal instruments of conveyance as may be reasonably required to transfer the Lot to the Developer; and,
  - (ii) such other reasonable and normal instruments and assurances (consistent with normal and usual conveyancing practice in the City of Lloydminster, in the Province of Alberta) as may be reasonably required to complete the sale of the Lot.

#### **3. COVENANTS, REPRESENTATIONS, WARRANTIES**

3.1 THE PURCHASER REPRESENTS, WARRANTS, COVENANTS AND AGREES THAT:

- (a) the Lot is and shall be at the Date of Closing free and clear of all encumbrances, easements, and encroachments of any kind save and except those general utility easements in favour of the City of Lloydminster;
- (b) on the Date of Closing, the Lot shall be vacant;
- (c) the Purchaser is resident of Canada as such residency is determined in accordance with the Income Tax Act of Canada and intends to be so on the Date of Closing hereof; provided that the Purchaser shall advise the Developer in writing in the event that there is any change in the residency of the Purchaser on or before the Date of Closing in which event the Developer shall be provided with necessary Tax Clearance Certificates or will be entitled to make the required holdbacks pursuant to the *Income Tax Act* (Canada);
- (d) all covenants, warranties and representations of the Purchaser herein are for the sole benefit of the Developer and shall survive the closing of the aforesaid transaction herein and any registration of all instruments of conveyance.

#### **4. GENERAL**

- 4.1 (a) Any notice, request, statement or other writing pursuant to this Agreement shall be deemed to have been given if delivered as follows:

TO PURCHASER:

At the contact address noted in the Purchase Contract.

TO DEVELOPER:

At the contact address noted in the Purchase Contract.

- (b) Notice shall be sufficiently given if and when the same shall be delivered. Such notice as delivered shall be conclusively deemed to have been given and received at the time of such delivery.

APPENDIX "B"

**ACKNOWLEDGEMENT & ASSUMPTION OF OBLIGATIONS  
UNDER A BUILDING COMMITMENT AGREEMENT**

TO:

\_\_\_\_\_  
("Assignor")

AND TO: **THE CITY OF LLOYDMINSTER**  
("Developer")

RE: Purchase of \_\_\_\_\_, Lloydminster,  
Alberta

\_\_\_\_\_ and \_\_\_\_\_  
(collectively, the "**Assignee**") are or are entitled to become the owners of certain lands situate in Lloydminster, Alberta, legally described on Exhibit "A" annexed hereto (the "**Transferred Lands**"), which lands were formerly owned by the Assignor.

Title to the Transferred Lands is subject to Registration No(s). \_\_\_\_\_, which registration(s) provide for certain obligations and restrictions regarding Architectural Guidelines and Controls to be built on the Transferred Lands and an Option to Purchase in favour of the Developer by virtue of a Building Commitment Agreement dated for reference purposes \_\_\_\_\_, 201\_\_\_\_, between the Assignor, as Purchaser, and the Developer (the "**Building Commitment Agreement**").

Pursuant to the terms of the Building Commitment Agreement, when title to the Transferred Lands is transferred, the transferee is to acknowledge and agree to be bound by all of the terms, covenants and conditions contained in the Building Commitment Agreement, and the Assignee has agreed, *inter alia*, with effect on and after the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "**Effective Date**"), to assume all of the Assignor's obligations under the Building Commitment Agreement in respect of the Transferred Lands.

In the consideration of the sum of Ten (\$10.00) Dollars now paid by the Assignor to the Assignee (the receipt and sufficiency of which is hereby acknowledged), and in consideration of the Assignor selling and transferring the Transferred Lands to the Assignee, and for other good and valuable consideration, the Assignee hereby agrees with the Assignor, at all times from and after the date the Effective Date, to observe, perform, keep and fulfill all of the covenants, agreements, obligations, registrations, rights of way and restrictions of the Assignor as set forth in the Building Commitment Agreement insofar as the same pertain to, restrict, or are in respect of, or benefit the Transferred Lands. Furthermore, the Assignee hereby covenants and agrees to indemnify the Assignor and to save the Assignor harmless, of and from all actions, causes of actions, claims, demands, liabilities, damages, costs and expenses of whatsoever nature and kind, which may at any time be suffered, sustained, paid or incurred by the Assignor as a result of or in connection with any breach or default by the Assignee on or following the Effective Date, of any, of the covenants, agreements, obligations, registrations, rights-of-way and restrictions which the Assignor would have otherwise been obligated to observe, perform, keep and fulfill under the Building Commitment Agreement from and after the Effective Date, insofar as the same pertain to, restrict, or are in respect of, or benefit the Transferred Lands.

This assumption agreement may be executed in counterpart by the Assignee and the Assignor, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same Agreement.

This assumption will enure to the benefit of the Assignor and its successors and assigns and shall be binding upon the Assignee and its successors and assigns.

Dated as of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Witness:

\_\_\_\_\_  
Name of Assignee:

\_\_\_\_\_  
Name of Witness:

\_\_\_\_\_  
Name of Assignee:

-OR-

*(Name of Corporate Assignee)*

\_\_\_\_\_

(seal)

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

Name of Corporate Officer:

\_\_\_\_\_

Position of Corporate Officer:

\_\_\_\_\_

**AGREEMENT OF ASSIGNOR**

The Assignor hereby agrees with the Assignee that notwithstanding anything to the contrary expressed or implied in this Assumption Agreement, the Assignor shall remain responsible and liable for all actions, suits, costs, losses, charges, damages and expenses in respect of non-observance and/or breach of any covenant or condition on its part contained in the Building Commitment Agreement where such non-observance and/or breach arose prior to the Effective Date, and that the Assignor shall indemnify and save harmless the Assignee from all actions, suits, costs, losses, charges, damages and expenses in respect of non-observance and/or breach of any covenant or condition on its part contained in the Building Commitment Agreement where such non-observance and/or breach arose prior to the Effective Date.

This Agreement of the Assignor will enure to the benefit of the Assignee and its successors and assigns and shall be binding upon Assignor, and its successors and assigns.

Dated as of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Name of Witness:

\_\_\_\_\_  
Name of Assignor:

\_\_\_\_\_  
Name of Witness:

\_\_\_\_\_  
Name of Assignor:

-OR-  
(Name of Corporate Assignor)

\_\_\_\_\_

(seal)

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

Name of Corporate Officer:  
\_\_\_\_\_

Position of Corporate Officer:  
\_\_\_\_\_

## **RESTRICTIVE COVENANT**

THIS AGREEMENT made effective the 1<sup>st</sup> day of September, 2015.

BETWEEN:

### **THE CITY OF LLOYDMINSTER**

(hereinafter referred to as the “Developer”)

AND:

### **THE CITY OF LLOYDMINSTER**

(hereinafter referred to as the “Developer”)

WHEREAS:

- A. The Developer is or is entitled to be the registered and beneficial owner of sixty two (62) residential building lots legally described as *Lots 56 to 78 and Lots 70 to 86; Block 6; Plan 1522663 and Lots 49 to 54; Block 18; Plan 1522663; and Lot 18; Block 20; Plan 1522663; and Lots 23 to 47; Block 22; Plan 1522663*, which building lots form a part of a residential subdivision being developed by the Developer known as “Parkview Estates (Phase 6; Stage 2)” in the City of Lloydminster, in the Province of Alberta (the said sixty two (62) residential building lots are hereinafter referred to as the “**Project**”).
- B. To assure the orderly and coordinated development of the Project in and as a homogeneous residential development in a complementary and aesthetically pleasing manner, the Developer wishes to implement a scheme of development control over the Project, including without limitation restrictions against the sixty two (62) residential building lots comprising the Project.
- C. Section 68 of the *Land Titles Act*, R.S.A. 2000 c. L-4, provides that an owner of land may grant to itself a restrictive covenant for the benefit of land which it owns against other land that it owns.

The Developer, as the developer and owner of all the lands comprising the Servient Lots as described in Appendix “A” annexed hereto and forming an integral part hereof, hereby grants to itself, as owner of all the lands comprising the Dominant Lots as described in Appendix “A” annexed hereto and forming an integral part hereof, the following restrictive covenants which are granted on the following terms and conditions.

**ARTICLE 1**  
**PREAMBLE, DEFINITIONS**

1.1 The recitals of fact contained in the preamble to this Restrictive Covenant are true and form an integral part hereof, and the appendixes annexed to this restrictive covenant are hereby incorporated into and form an integral part hereof.

1.2 All terms and phrases requiring meaning or definition hereunder, and in the annexed appendixes hereto, shall have the following meanings or definitions, unless the context shall otherwise require:

**“Architectural Design Guidelines and Controls”** means the “Architectural Guidelines and Controls” containing controls, standards, specifications, criteria and guidelines as established by the Developer for the construction of dwellings and structures on the Lots in the Project. The Architectural Guidelines and Controls are attached hereto as Appendix **“B”** and form an integral part hereof.

**“Architectural Design Approval Committee”** means the committee to be formed by members of the Planning and Development Department of the Developer, for the purposes of reviewing and approving home design (location, plans and specifications) and construction under and in compliance with the Architectural Design Guidelines and Controls and this Restrictive Covenant;

**“Dominant Lots”** means those Lots referred to as Dominant Lots in Appendix **“A”** annexed hereto and forming an integral part hereof;

**“Grantee”** means the Developer and its successors, assigns, and successors-in-title to the Dominant Lots;

**“Grantor”** means the Developer and its successors, assigns, and successors-in-title to the Servient Lots;

**“Home”** means a residential dwelling including garage, and any and all appurtenances thereto, as either described or contemplated in the Architectural Guidelines and approved by the Architectural Design Approval Committee, including, without limitation to the foregoing, driveways, walkways, verandas, decks, landscaping and attachments to the Home to be located on the Lot.

**“Lands”** means all of the lands comprising the Project;

**“Local Authority”** means the City of Lloydminster or any other agency having due and proper jurisdiction over the Lands and the development thereof;

**“Restrictive Covenant”** means the restrictive covenant contained herein;

**“Servient Lots”** means those Lots referred to as Servient Lots in Appendix **“A”** annexed hereto and forming an integral part hereof;

**“Lot”** or **“Lots”** “means, as the context may reasonably require, the sixty two (62) residential building lots comprising the Project, as all are described in Appendix **“A”** annexed hereto and forming an integral part hereof;



**ARTICLE 2**  
**GRANT OF RESTRICTIVE COVENANTS**

2.1 The Grantor, as owner of the Servient Lots, does hereby covenant and agree to, with and in favour of the Grantee, as owner of the Dominant Lots, to observe, adhere to and be bound by those covenants, restrictions and prohibitions in respect of the Servient Lots, and each and every Servient Lot, being namely that:

- (a) The Grantor shall not in any manner whatsoever (including but not limited to doing his or her or itself, nor permitting, instructing or suffering others to) improve, develop, alter, build upon or otherwise disturb any of the Servient Lots unless in strict compliance with this Restrictive Covenant; and
- (b) Subject to subparagraph 2.1(a) above, no Home shall be located, placed, erected or constructed upon the Lands or any Lot unless such Home is a single family residential detached dwelling, sited, constructed, and completed in accordance with the Architectural Design Guidelines and Controls and as first approved by the Architectural Design Approval Committee, in writing, and in compliance with this Restrictive Covenant, and, all rules, regulations, codes and standards imposed by Local Authority in connection therewith.

2.2 The covenants and agreements expressed in paragraph 2.1 above are in addition to and not in substitution or replacement of all and every other restriction, building code, regulation, by-law, standard, requirement and other provision governing the development of the Lands and the Servient Lots.

2.3 The benefit of the covenants and agreements set forth in paragraph 2.1 and 2.2 above shall be for the benefit of the Dominant Lots and each of them, and to the Grantee and its successors in title and assigns of the Dominant Lots and shall be enforceable by either of the Grantee and its successors and assigns and successors in title to the Dominant Lots. The covenants and agreements of the Grantor herein shall run with the Lands, and shall be registered accordingly.

2.4 The Grantor acknowledges that the beneficiaries of the restrictions contained in this Restrictive Covenant extend beyond the Grantee, and includes the Developer in its capacity as the developer of any of the Servient Lots. Accordingly, the Grantor acknowledges that this Restrictive Covenant may be enforced by any of the Grantees or the Developer.

2.5 This Restrictive Covenant shall expire on September 1, 2025.

**ARTICLE 3  
GENERAL**

3.1 The Grantor covenants and agrees to observe and be bound by the covenants contained herein provided that the said covenants shall only be personally binding upon the Grantor for such time that it, individually, remains owner of the Servient Lots, and only to extent of those Servient Lots which from time to time and at such relevant time are owned by the Grantor, and no action shall lie against the Grantor hereunder unless the Grantor was the registered owner of the Lot at the time the breach of this Restrictive Covenant is established in a court of competent jurisdiction. The covenant contained in this paragraph 3.1 shall constitute an absolute defence to any such action and may be pleaded as such.

3.2 Notwithstanding anything to the contrary expressed or implied hereunder:

- (a) no waiver of this Restrictive Covenant, howsoever arising, shall constitute an absolute waiver of this Restrictive Covenant, and after notice of such breach to the person in breach, this Restrictive Covenant shall be applied in full force and effect; and,
- (b) no person, party or entity responsible for the enforcement of this Restrictive Covenant shall be liable in any manner for failing to enforce this Restrictive Covenant.

3.3 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 Agreement shall not be affected thereby and each provision hereof shall be enforced to the fullest extent permitted by law.

3.4 In the event of any enquiry or dispute regarding approval or compliance of a Lot with the Architectural Design Guidelines, the production of a certificate or letter confirming the final approval by the Developer to that effect shall be sufficient to establish that the design of the Home was approved in compliance with this Restrictive Covenant.

3.5 Words herein importing a number or gender shall be construed in grammatical conformance with the context of the party or parties affected by this Agreement from time to time.

3.6 As the Servient Lots and the Dominant Lots are or may be one in the same in this Restrictive Covenant, this Restrictive Covenant shall be construed so that the Grantor

shall hereunder have granted this Restrictive Covenant in respect of each Lot, to the benefit of the Grantee in respect of the Lands save for that Lot.

3.7 This Restrictive Covenant may be registered as a restrictive covenant against the Lands in the Alberta Land Titles Office for the North Alberta Land Registration District.

SIGNED, SEALED AND DELIVERED:

**CITY OF LLOYDMINSTER**

**CITY OF LLOYDMINSTER**

Per: \_\_\_\_\_  
Rob Saunders, Mayor

Per: \_\_\_\_\_  
Rob Saunders, Mayor

Per: \_\_\_\_\_  
Amy Smart, City Clerk

Per: \_\_\_\_\_  
Amy Smart, City Clerk

APPENDIX "A"

**Appendix "A"**  
**Dominant Lots**

PLAN 1522663 BLOCK 6 LOT 56 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 6 LOT 67 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 6 LOT 57 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 6 LOT 68 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 6 LOT 58 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 6 LOT 69 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 6 LOT 59 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 6 LOT 70 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 6 LOT 60 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 6 LOT 71 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 6 LOT 61 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 6 LOT 72 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 6 LOT 62 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 6 LOT 73 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 6 LOT 63 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 6 LOT 74 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 6 LOT 64 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 6 LOT 75 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 6 LOT 65 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 6 LOT 76 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 6 LOT 66 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 6 LOT 77 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 6 LOT 78 EXCEPTING THEREOUT ALL MINES AND	PLAN 1522663 BLOCK 18 LOT 52 EXCEPTING THEREOUT ALL MINES AND

MINERALS	MINERALS
	PLAN 1522663 BLOCK 18 LOT 53 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 6 LOT 80 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 18 LOT 54 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 6 LOT 81 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 20 LOT 18 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 6 LOT 82 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 22 LOT 23 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 6 LOT 83 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 22 LOT 24 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 6 LOT 84 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 22 LOT 25 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 6 LOT 85 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 22 LOT 26 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 6 LOT 86 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 22 LOT 27 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 18 LOT 49 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 22 LOT 28 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 18 LOT 50 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 22 LOT 29 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 18 LOT 51 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 22 LOT 30 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 22 LOT 31 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 22 LOT 43 EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1522663 BLOCK 22 LOT 32 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 22 LOT 44 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 22 LOT 33 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 22 LOT 45 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 22 LOT 34 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 22 LOT 46 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 22 LOT 35 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 22 LOT 47 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 22 LOT 36 EXCEPTING THEREOUT ALL MINES AND MINERALS	
PLAN 1522663 BLOCK 22 LOT 37 EXCEPTING THEREOUT ALL MINES AND MINERALS	
PLAN 1522663 BLOCK 22 LOT 38 EXCEPTING THEREOUT ALL MINES AND MINERALS	
PLAN 1522663 BLOCK 22 LOT 39 EXCEPTING THEREOUT ALL MINES AND MINERALS	
PLAN 1522663 BLOCK 22 LOT 40 EXCEPTING THEREOUT ALL MINES AND MINERALS	
PLAN 1522663 BLOCK 22 LOT 41 EXCEPTING THEREOUT ALL MINES AND MINERALS	
PLAN 1522663 BLOCK 22 LOT 42 EXCEPTING THEREOUT ALL MINES AND MINERALS	

**Servient Lots**

PLAN 1522663 BLOCK 6 LOT 56 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 6 LOT 67 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 6 LOT 57 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 6 LOT 68 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 6 LOT 58 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 6 LOT 69 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 6 LOT 59 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 6 LOT 70 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 6 LOT 60 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 6 LOT 71 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 6 LOT 61 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 6 LOT 72 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 6 LOT 62 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 6 LOT 73 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 6 LOT 63 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 6 LOT 74 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 6 LOT 64 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 6 LOT 75 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 6 LOT 65 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 6 LOT 76 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 6 LOT 66 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 6 LOT 77 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 6 LOT 78 EXCEPTING THEREOUT ALL MINES AND	PLAN 1522663 BLOCK 18 LOT 52 EXCEPTING THEREOUT ALL MINES AND

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PLAN 1522663 BLOCK 6 LOT 86 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 22 LOT 27 EXCEPTING THEREOUT ALL MINES AND MINERALS
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PLAN 1522663 BLOCK 18 LOT 51 EXCEPTING THEREOUT ALL MINES AND MINERALS	PLAN 1522663 BLOCK 22 LOT 30 EXCEPTING THEREOUT ALL MINES AND MINERALS
PLAN 1522663 BLOCK 22 LOT 31	PLAN 1522663 BLOCK 22 LOT 43



EXCEPTING MINERALS	THEREOUT	ALL	MINES	AND	EXCEPTING MINERALS	THEREOUT	ALL	MINES	AND		
PLAN 1522663 BLOCK 22 LOT 32	EXCEPTING MINERALS	THEREOUT	ALL	MINES	AND	PLAN 1522663 BLOCK 22 LOT 44	EXCEPTING MINERALS	THEREOUT	ALL	MINES	AND
PLAN 1522663 BLOCK 22 LOT 33	EXCEPTING MINERALS	THEREOUT	ALL	MINES	AND	PLAN 1522663 BLOCK 22 LOT 45	EXCEPTING MINERALS	THEREOUT	ALL	MINES	AND
PLAN 1522663 BLOCK 22 LOT 34	EXCEPTING MINERALS	THEREOUT	ALL	MINES	AND	PLAN 1522663 BLOCK 22 LOT 46	EXCEPTING MINERALS	THEREOUT	ALL	MINES	AND
PLAN 1522663 BLOCK 22 LOT 35	EXCEPTING MINERALS	THEREOUT	ALL	MINES	AND	PLAN 1522663 BLOCK 22 LOT 47	EXCEPTING MINERALS	THEREOUT	ALL	MINES	AND
PLAN 1522663 BLOCK 22 LOT 36	EXCEPTING MINERALS	THEREOUT	ALL	MINES	AND						
PLAN 1522663 BLOCK 22 LOT 37	EXCEPTING MINERALS	THEREOUT	ALL	MINES	AND						
PLAN 1522663 BLOCK 22 LOT 38	EXCEPTING MINERALS	THEREOUT	ALL	MINES	AND						
PLAN 1522663 BLOCK 22 LOT 39	EXCEPTING MINERALS	THEREOUT	ALL	MINES	AND						
PLAN 1522663 BLOCK 22 LOT 40	EXCEPTING MINERALS	THEREOUT	ALL	MINES	AND						
PLAN 1522663 BLOCK 22 LOT 41	EXCEPTING MINERALS	THEREOUT	ALL	MINES	AND						
PLAN 1522663 BLOCK 22 LOT 42	EXCEPTING MINERALS	THEREOUT	ALL	MINES	AND						

## ARCHITECTURAL GUIDELINES AND CONTROLS

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### **Municipal Standards**

- All building designs must meet the current City of Lloydminster Land Use Bylaws and all applicable Building Code Regulations. Conformance with these Architectural Guidelines and Controls does not negate the municipal by-law requirements of the City of Lloydminster, applicable building code regulations, or the requirements of any other governmental organization having jurisdiction.

### **Design Review**

- To ensure the quality of the aesthetics of the Project and to ensure that all Homes constructed in the Project are complementary in nature and aesthetically pleasing, the Purchaser must submit an application for plan review to the Developer prior to commencing construction on the Lot. Each application shall consist of one (1) complete set of drawings including plans, elevations, section, and site plan in a 11" x 17" format.
- The Architectural Design Approval Committee shall review the application and recommend approval or rejection based on compliance with these guidelines and any Restrictive Covenant registered against the title to the Lot.
- Prior to commencement of construction the written approval of the application by the Architectural Design Approval Committee is required.

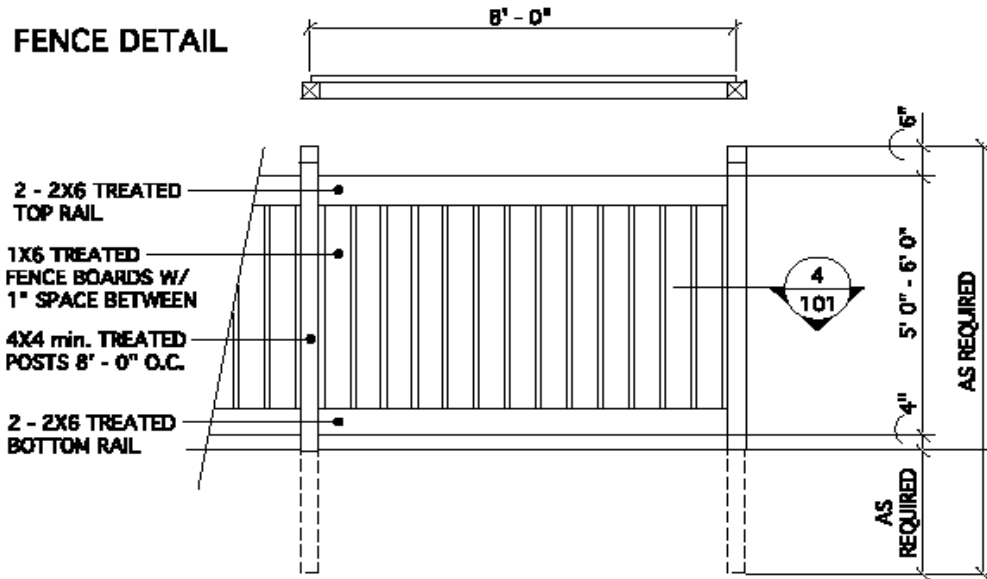
### **Controls**

- All Homes will be restricted to be built within a building sitting envelope as determined by the Developer on a lot by lot basis taking into account landscaping concerns and requirements as well as driveway placement;
- A covered entrance to the Home with a minimum of one column is mandatory. The columns used to depict the theme of the Home shall be substantial in mass with step detailing and brick or stone at the base (minimum of three feet high).
- Roof slopes shall be a minimum of 6/12 with standard 2 foot overhangs;
- All Homes shall have an address plate affixed to the front of the residence;
- Decorative trim shall be utilized around all exterior doors and windows;
- The exterior of the Home shall consist of materials comprised of siding, stucco, decorative stone, and/or brick.
- The following specifications with respect to garage requirements shall be complied with:

<b><u>Lot(s)</u></b>	<b><u>Garage</u></b>
Lots 63 to 78; Block 6; Plan 1522663 and Lots 80 to 86; Block 6; Plan 1522663; Lots 49 to 54; Block 18; Plan 1522663 and Lot 18; Block 20; Plan 1522663; and Lots 34 to 47; Block 22; Plan 1522663	One (1) Car Garage Minimum Required

Lots 56 to 62; Block 6; Plan 1522663 and Lots 23 to 33; Block 22; Plan 1522663	Two (2) Car Garage Minimum Required
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- All fencing running along the rear yard boundary of the Lots backing onto municipal reserve shall be chain link or treated lumber as currently existing or as constructed by the Developer.
- All fencing (other than the chain link referred to above) shall be built in accordance with the detail below.



**4** FENCE ELEVATION - TYPE 1  
**101** SCALE: N.T.S. 04 - 29 - 05

- All driveways shall be constructed of:
  - Exposed aggregate concrete;
  - Swept concrete;
  - Interlocking Block;
  - Stone; and/or
  - Patterned concrete.
- Asphalt driveways are strictly prohibited.
- Within twenty four (24) months of the issuance of the Occupancy Permit for the Home the landscaping of the Lot shall meet the following minimum standards:
  - A minimum of one (1) shrub shall be planted in a prepared shrub bed in the front yard; and
  - At least one (1) tree shall be planted in the front yard having a minimum caliper of sixty five (65) mm.

**In the event that there is a discrepancy as to the interpretation of the above noted guidelines and controls, the interpretation and decision of the Developer shall be final and binding.**