

ARCHITECTURAL CONTROLS AND RESTRICTIVE COVENANTS
MUIR RANCH PHASE I, Cayley, Alberta

THE BRAEGLLEN CORPORATION of Okotoks, Alberta and **1474655 ALBERTA LTD.** Of Turner Valley, Alberta (jointly owning **MUIR RANCH DEVELOPMENT CORPORATION**, hereinafter referred to as the “Developer”), is the registered owner of certain lands situated within Cayley, in the Province of Alberta, and more particularly described in **Schedule “A”** attached hereto and by this reference made a part hereof (hereinafter collectively called “the lots” or individually referred to as a “lot” as the context hereof requires);

AND WHEREAS the Developer is developing a planned quality housing subdivision on the lots and considers it is desirable for the greater employment of the lots and that it will increase the value of the lots and it is for the benefit of all of the future owners of the individual lots and that it will protect the owner of each lot against the improper development and use of surrounding lots as will depreciate the value of his lot and that it will prevent haphazard or inharmonious improvements or improper designs or materials, to impose and annex certain restrictions and covenants to the lots and that in making sales of the lots that the lots shall be conveyed subject to the restrictions, covenants and limitations hereinafter set forth;

AND WHEREAS the following covenants and conditions are to be administered and some discretion will be allowed where specifics of an application warrant and there is no substantial departure from the intent and substance of this Restrictive Covenant.

NOW THEREFORE KNOW ALL PERSON BY THESE PRESENTS that the developer does for himself, his transferees and assigns, covenants and agrees and does hereby annex the following covenants and conditions to the aforesaid lots:

1. 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 inured to the benefit of each lot and the registered owners of each lot, while they are such registered owners from time to time.
2. Unless otherwise provided for by future amendments to the MD of Foothills Land Use Bylaw allowing for discretionary uses of secondary suites, no attached or semi-attached house, duplex or apartment shall be constructed or erected, nor shall any house designated for more than one family be built. There shall not be constructed more than one detached single family dwelling on any one lot.
3. No mobile home shall be parked or placed on any lot. The phrase “mobile home” shall herein include a temporary house or trailer or other similar portable accommodation for one or more persons that may be moved by being towed, pulled or carried. Ready-to-Move (RTM) housing is not classified as a mobile home, and, as such, shall be specifically within the development.

4. The buildings erected on any lot shall include, only, a private single dwelling house with a double or triple garage. The garage shall not exceed 50% of the square footage of the main ground floor of the dwelling space. There shall not be constructed on any lot any structures to conceal heavy equipment, gasoline tanks and other fuel tanks and stands thereof.
5. A shed or garage shall not be used as a dwelling unit.
6. The Developer, or the Architectural Coordinator qualified to ensure architectural integrity, must approve all drawings for Building permits prior to their submission to the Municipal District of Foothills No. 31.
7. Any unlicensed vehicles on any lot must be contained within the garage on the lot, or within the driveway at the rear of the lot. No unlicensed vehicles may be parked on the residential street, the front driveway or the rear lane.
8. Outbuildings / Accessory buildings, outside of what is permitted in the MD of Foothills Land Use Bylaw, are not permitted.
9. Outdoor ATV, Boat, ski-doo or RV storage is discouraged on the lot. Indoor storage can be possible within the designed garage space. If outdoor storage must occur, the vehicle, boat or trailer must be properly screened and landscaped. These vehicles may not be stored on front driveways. No dismantled or derelict vehicle may be stored on the property for more than 48 hours, unless it is stored within the garage.
10. No fuel, gasoline, oil, chemicals of any nature or biological waste shall be stored on any lots in an amount excess of 10 liters.
11. A diversity of architectural design is encouraged. Craftsman, Victorian and Prairie Farmhouse are encouraged. Log homes and "A" framed structures will not be permitted. The minimum habitable floor area, excluding basement, of any single family dwelling upon any lot shall be:
 - a) 1,100 square feet for a bungalow or bi-level dwelling;
 - b) 1,600 square feet for a split level or two storey dwelling;

In calculating the ground area of a dwelling house, the measurements for the above calculations shall be taken as the outside measurements of the main walls of the building and ground level and shall not include any garage which does not have habitable rooms above it and shall not include any porch, veranda or unheated sunroom.

12. Roof pitch shall have a minimum 5/12 pitch with a recommended minimum 16" overhang. The roof finish shall be top of the line shingles heritage style or architectural asphalt shingles.
13. Construction must start no less than 12 months after purchase of lot. If construction does not begin within the allotted time period, the lot owner's Architectural Compliance/Cost of Repair Deposit shall be forfeited and a new deposit made upon resumption of building activities.
14. The exterior finish, roof, windows, vinyl siding or stucco of any single family dwelling must be completed within 8 months of the initial excavation of the foundation of the said dwelling.
15. The interior of the dwelling and final building inspection shall be fully completed (excluding any basement development) within 12 months of commencement of the initial excavation of the foundation thereof.
16. All driveways must be hard surfaced within 12 months of move-in. All front or side driveways shall be constructed of adequately reinforced concrete or interlocking paving stones. Shale or gravel will not be permitted as a permanent surface material.
17. All landscaping shall be completed within 12 months of move-in.
18. No bright colors (i.e. pink, orange, purple) on the exterior of the home shall be permitted and the street-facing building façade(s) is required to have a minimum 15% rock or brick (cultured stone product is permissible). Earth tone colors are recommended.
19. Resale of lots without a home is prohibited unless permission by the Developer is given in writing.
20. Exterior lighting should be architecturally integrated with the home style and designed such that light is not directed off the site and directed downwards at low intensity to encourage dark skies.
21. Grass shall be maintained by the lot owner and shall not exceed 3" in height. All properties will be landscaped---either grassed or utilizing other landscape material. Weeds are not permitted to grow and must be maintained.
22. Any garden shed or greenhouse erected on the property shall be architecturally compatible with the said dwelling house, utilizing the same roofing materials as the dwelling house and shall not exceed 150 sq. ft. in size.

23. Any garden shed or greenhouse erected on the property must be sided and completed within 12 months of the commencement of construction of the building.
24. No heavy equipment or tractor trailers shall be stored or operated on the property other than for the purpose of construction of the dwelling or improvement of the property. In the event that a lot owner is an owner or operator of such equipment for commercial purposes, such equipment shall not be stored or operated within the subdivision.
25. The owner, his family, and guests shall not operate or permit the operation of motorized vehicles on public areas, such as riding trails, Environmental Reserve, Municipal Reserve, or ditches.
26. If a lot owner is to keep dogs on their lot, suitable fences or electric restraint systems are to be installed to ensure that any such dogs do not leave the lot owner's property. No lot owner shall have any more than two (2) dogs on the property and the dog(s) must be confined indoors between the hours of 10:00 p.m. and 6:00 a.m. Excessive barking shall not be tolerated. If Bylaw Enforcement has been called and if three (3) or more valid complaints are received the owner shall remove the dogs from their property.
27. No livestock or animals of any nature shall be raised on the lot for commercial purposes.
28. Conservation of water resources must occur inside and outside of the building envelope. Low flow fixtures and appliances are required in new home construction.
29. Preservation and incorporation of significant site features such as natural ground contours and trees within the building envelope is encouraged to retain the site character integrity of erosion control. Houses should be designed to work with the natural grade of the lot. Abrupt or unnaturally appearing grading design is not allowed.
30. The elevations, slopes and grades of all lots must be maintained as per the grading plan. Any alterations to the grades must be approved by the Municipal Engineer. All onsite surface drainage must be coordinated with the Master Drainage Plan. Allowing drainage into neighbouring lots shall not be permitted.
31. If any of the preceding covenants is determined to be void or unenforceable, in whole or in part, such invalidity or unenforceability of that covenant(s) shall not affect any other covenant and the remaining covenant(s) shall be deemed to be separate and distinct covenants.

32. No covenants herein shall be deemed to restrict any provision of any development control bylaw, development control resolutions, zoning regulation or land use regulation, or any other similar bylaw, resolution or regulation, passed or imposed by any governmental authority but the covenants herein are to be considered as additional restrictions.
33. These covenants shall be and are deemed to be covenants running with the land and shall be personally binding upon the successors and assigns of the property herein referred to.
34. This Agreement shall not merge upon the delivery or registration of a Transfer of any lot but shall survive same.
35. If any of the preceding covenants is determined to be void or unenforceable, in whole or in part, such invalidity or unenforceability shall affect the validity or enforceability of any other covenant, and the covenant herein shall be deemed to be separate and distinct covenants.
36. If any debate or difference arises over the interpretation of the restrictions and conditions herein contained or as to the stage of construction or location of any buildings, such dispute or difference shall be determined by the Developer, whose decision shall be final and binding.

IN WITNESS WHEREOF the Developers have hereunto set their hands and corporate seals, this _____ day of _____ 2010.

SIGNED IN PRESENCE OF:

The BraeGlen Corporation
Per: Garth Corsar, President

1474655 Alberta Ltd.
Per: Terrence Brown, President

Muir Ranch Development Corporation
Per: Garth Corsar, President