

# **WHITEMUD HILLS SUBDIVISION**

## **BROCHURE**

**September 1990**

Carma Developers Ltd. ("Carma") at its separate cost is in the course of constructing and developing certain facilities (the "Facilities") which are further described in the Whitemud Hills Facilities Agreement attached hereto as Schedule "A" and which are or will be situate on the residential subdivision lands owned by Carma in the southwest portion of the City of Edmonton, being generally called Whitemud Hills Subdivision (the "Subdivision Lands"). The final acreage and boundaries of the Facilities are subject to the approval of the City of Edmonton and other regulatory authorities.

Attached to and forming part of this Brochure are the following Schedules:

Schedule "A" Whitemud Hills Facilities Agreement

Schedule "B" Memorandum of Association

Schedule "C" Articles of Association

Schedule "D" Encumbrance

Schedule "E" Restrictive Covenant

Schedule "F" Restrictive Covenant and Easement

Whitemud Hills Homeowners Association (the "Association") has been incorporated by Carma for the purpose of holding title to the Facilities and for operating the Facilities for its members (the "Members"). The title to and the management of the Facilities will be transferred to the Association in accordance with the terms of the proposed Whitemud Hills Facilities Agreement. The resident homeowner(s) or tenant(s) in the Subdivision Lands and the spouse and unmarried children resident with such homeowner(s) or tenant(s) are entitled to become and remain Members of the Association incidental to such persons' ownership or rental of a home located in the Subdivision Lands, subject to their abiding by the rules and regulations of the Association and the timely payment of membership fees to the Association, as hereinafter set forth. A copy of the Memorandum of Association and Articles of Association of the Association are attached hereto as Schedules "B" and "C".

On or before the 31<sup>st</sup> day of December, 1999, Carma intends to transfer to the Association both title to and the management of the Facilities for the sum of \$1.00. Carma will, for the benefit of the Association, attempt to have the title of each as yet undeveloped,

single family residential lot and rental project located in the Subdivision lands made subject to the appropriate rent charge Encumbrance generally in the form of Schedule “D” hereto and to have such lots made subject to the appropriate restrictive covenant generally in the form- of Schedule “E” hereto and, where applicable, to the restrictive covenant and easement generally in the form of Schedule “F” hereto.

As long as Carma is operating the Facilities, an operating budget so as to allow for their proper operation, as determined in the sole opinion of Carma, shall be approved by Carma.

In the period of time prior to title to and the management of the Facilities being transferred to the Association, each Member of the Association will be allowed the use of the Facilities subject to such rules and regulations as are provided by Carma. A breach of such rules and regulations may result in the suspension of the right of a Member to use the Facilities.

Carma will use its best efforts to carry out the above commitments; however, its ability to do so and the timing of their completion are subject to receiving all required governmental approvals and to any events beyond its reasonable control which may delay such completion.

Carma will operate, maintain, and manage the Facilities until it has both fully transferred title to and the management of the Facilities to the Association. To pay for the operation and maintenance of the Facilities, each single family residential lot and rental project in the Subdivision Lands will be subject to the rent charge encumbrance, requiring payment to the Association of a rental fee of THREE HUNDRED (\$300.00) DOLLARS per year as provided in the Encumbrance. The payment of annual rental fees, membership in the Association, and for the use of the Facilities is more fully explained in the Articles of Association of the Association.

The undersigned acknowledges and is aware that, pursuant to the Whitemud Hills Facilities Agreement, Carma has undertaken the full responsibility for the design, engineering, development, and construction of and initial management and operation of the Facilities, and has the complete and unfettered right and authority from the Association to carry out such responsibilities in such manner as it sees fit. The undersigned acknowledges that the Association, as set out in Articles 54 and 55 of its Articles of Association, has instructed its officers and directors to fully cooperate with Carma and has relieved its officers and directors of any responsibility to investigate or to determine whether or not Carma is properly carrying out its obligations as set out above.

The undersigned, as a potential Member of the Association, acknowledges and unanimously agrees with all other Members or potential Members that, as set out in Articles 54 and 55 of the Articles of Association, it is intended and he agrees that the officers and directors of the Association should fully cooperate with Carma and that all of their rights, duties and obligations that conflict with Carma's rights as set out in the Whitemud Hills Facilities Agreement are and have been suspended during the time of development, planning, construction, and initial operation of the Facilities except to the extent required in order for them to carry out such cooperation.

No Member of the Association or homeowner shall have any personal or legal interest in the Facilities or in any part thereof or to the proceeds of the said encumbrances other than as a Member of the Association. As well, a Member's right to membership in the Association is not transferable and it only takes effect and is enforceable for so long as he remains a resident owner or tenant of such residential lot which is located in the Subdivision Lands and where (if required) he maintains membership in the Association.

The undersigned is the purchaser of:

Lot \_\_\_\_, Block \_\_\_\_, Plan \_\_\_\_\_

in the Subdivision Lands against which the Encumbrance is or will be registered, and the undersigned agrees to pay THREE HUNDRED (\$300.00) DOLLARS each year hereafter as required by the Encumbrance. The undersigned hereby irrevocably appoints the Association, as his attorney on his behalf and for the Association's use and benefit, to execute and deliver a new rent charge Encumbrance generally in the form of Schedule "D" hereto in the event that a previous encumbrance has been foreclosed off or otherwise removed from the title to the above-mentioned lot.

This Brochure and the Schedules hereto constitute the entire agreement and understanding between Carma and the undersigned regarding the Facilities, and no representations, warranties, covenants, or promises have been made by Carma save as those herein expressly contained.

As Purchaser(s) of the above lot the undersigned acknowledges having read all of the attachments hereto and agrees to their terms.

Signed by the Purchaser(s) of the above specified lot:

\_\_\_\_\_

## Schedule "A"

### WHITEMUD HILLS FACILITIES AGREEMENT

THIS AGREEMENT MADE THE \_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_, BETWEEN:

**CARMA DEVELOPERS LTD.**, a body corporate incorporated pursuant to the laws of the Province of Alberta (hereinafter called "Carma")

OF THE FIRST PART

- and -

**WHITEMUD HILLS HOMEOWNERS ASSOCIATION**, a body corporate incorporated pursuant to the laws of the Province of Alberta (hereinafter called the "Association")

OF THE SECOND PART

WHEREAS:

- A. Carma is the owner of lands generally situated in the southwest part of the City of Edmonton, Alberta as described in Exhibit 1 hereto, and being generally called Whitemud Hills (the "Subdivision Lands") on which it proposes to create residential subdivisions and to benefit such residential subdivisions by creating certain facilities to be determined solely by Carma (the "Facilities") on the Subdivision Lands. The final acreage and boundaries of the Facilities are subject to the approval of the City of Edmonton and other regulatory authorities;
- B. Carma has determined to create and develop the Facilities with the intention that they be private, non-profit facilities for the benefit of the residents of the Subdivision lands;
- C. The complete development of the Subdivision Lands is expected to take a number of years;
- D. The Association is desirous that Carma fully complete the development of the Subdivision Lands and the Facilities;
- E. The Association acknowledges that it has had no part in the planning or the development of the Facilities or the Subdivision Lands, that all the planning has been done by Carma and that the responsibility for developing the Subdivision Lands and the Facilities is Carma's;
- F. Carma will attempt to have each of its purchasers sign a copy of the Whitemud Hills Subdivision Brochure setting out the rights and responsibilities of the members of the

Association. Attached to and forming part of the Brochure as Schedule "A" is this Agreement and the following additional Schedules:

Schedule "B": Memorandum of Association

Schedule "C": Articles of Association

Schedule "D": Encumbrance

Schedule "E": Restrictive Covenant

Schedule "F": Restrictive Covenant and Easement

which additional Schedules are incorporated in this Agreement and form a part hereof.

- G. Carma has caused the Association to be incorporated pursuant to the Companies Act (Alberta) and the Association has been organized pursuant to the Memorandum of Association and Articles of Association for the purposes of the Association receiving title to the Facilities and ultimately operating the same;
- H. The parties acknowledge and agree that it is their common intention that the Facilities will initially be wholly engineered, developed, and managed by Carma and the title thereto will then be delivered to the Association at a nominal cost and that it is the intention of both parties that the Association will have no financial obligations nor responsibility for such items until the date that title to the Facilities is transferred to the Association, nor have any authority regarding such engineering, development, operation, and management of the Facilities until the date that the management of the Facilities is formally delivered to the Association, all in accordance with the terms of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual covenant herein contained, the parties hereto covenant and agree as follows:

1. Carma will construct the Facilities and will equip it with such signs and landscaping as are reasonably necessary for the operation of same, all at Carma's cost.
2. Carma shall construct, develop, and maintain on the Subdivision Lands such improvements as Carma in its sole discretion shall determine and such improvements shall constitute the Facilities and, subject to the terms hereof, Carma shall manage and operate the Facilities until the date upon which Carma transfers title to the Facilities to the Association in accordance with the provisions hereof, or such later date (being not later than December 31, 1999) as Carma in its sole discretion may determine (the "Effective Date").

3. Carma may determine, in its sole discretion, to transfer title to all or part of the Facilities to the Association prior to the development of all the Facilities being fully completed. It is understood and agreed that Carma's rights as herein contained shall continue unabated until the Effective Date, notwithstanding its prior transfer of title to all or part of the Facilities to the Association.
4. Carma will take all reasonable steps to require anyone who uses the Facilities to be a Member of the Association or their guests and, until the Effective Date, a limited number of Carma's nominees.
5. The registration and organization of the Association has been done at the sole expense of Carma.
6. Carma as the initial owner of all the residential building lots in the Subdivision Lands will, upon the initial sale by Carma of each such residential building lot, attempt to cause the same to be encumbered by the Encumbrance substantially in the form of Schedule "D" to the Brochure.
7. Until the Effective Date, Carma will either prepare or approve the operating budget for the Facilities, so as to allow for the proper operation of the Facilities as determined in the sole opinion of Carma acting reasonably.
8. It is understood and agreed that either Carma or the Association may refuse membership, or may terminate the membership of those owners of residential building lots (including rental projects) within the Subdivision Lands whose title does not have registered against it the Encumbrance and may require the registration of any such encumbrance which has been removed from the title to their lot.
9. If by the Effective Date all the residential lots owned by Carma and located in the Subdivision Lands have not been sold by Carma, Carma will be entitled to sell such lots subject to the right of membership in the Association and shall at that time attempt to obtain the execution and registration of the appropriate Encumbrance and an appropriate restrictive covenant and easement as may be determined by Carma.
10. On or prior to the Effective Date, Carma will, for a total nominal consideration of \$1.00, deliver to the Association:
  - a) a good and sufficient transfer under the *Land Titles Act* (Alberta) of Carma's interest in the Facilities which on registration will cause title thereto to vest in the name of the Association subject to those interests or encumbrances

endorsed on the title to the Facilities on the date thereof, including without limitation any deferred reserve caveat or any other charge, right-of-way or encumbrance that is imposed upon the Facilities by the City of Edmonton, or any statutory or regulatory body; and

- b) a bill of sale of all chattels owned by Carma and generally used to maintain or benefit the Facilities.

11. It is understood and agreed that none of the building lots contained in the Subdivision Lands shall be subject to an annual rent charge until a residential unit (or units, in the case of a rental project) has been constructed thereon and until the first occupant of such single family residential home or rental project, as the case may be, has taken possession thereof.
12. On or before the Effective Date, Carma will turn over to the Association all plans, specifications and operating manuals in Carma's possession relating to the construction, maintenance, operation and management of the Facilities.
13. Either on the Effective Date or immediately thereafter, Carma will cause all of the officers and directors of the Association which are Carma's nominees to tender their resignations.
14. Carma, when and as requested will during a reasonable period after the Effective Date make available to the directors and officers of the Association any relevant information in its possession relating to the management and operation of the Facilities. Which information shall be provided without any requirement for Carma to determine the accuracy or relevance of such information, and Carma shall not be liable for the results of the inaccuracy or irrelevancy of such information nor for any damages suffered by the Association in using such information.
15. Until the Effective Date, Carma shall have full and absolute control of the development and management of the Facilities, including the sole right and obligation to construct, develop t manage and operate the Facilities and the Association, and its Members, officers and directors shall have no right or entitlement to do or share in any of these functions; provided always that each Member of the Association and their guests shall have access to and the right to use the Facilities in common with all other Members, subject to the observance of the rules and regulations made by Carma from time to time. Any addition to or amendments of the rules or regulations made prior to the Effective Date by Carma shall be binding upon, the Association; PROVIDED ALWAYS that a Member's access to and right to use the Facilities may be suspended by Carma if the rent charge

Encumbrance registered against the title to the Member's residence is in default, if it is removed or if the Member is in default with respect to the rules and regulations.

From and after the first day of January in the calendar year immediately following the substantial completion of the Facilities, the Association shall be solely responsible for the collection and receipt of all monthly assessments, levies, contributions and any other charges due to the Association from the members of the Association for the operation and maintenance of the Facilities; PROVIDED that all funds so collected upon and received by the Association shall be held by the Association in a separate account in trust for Carma and upon Carma's direction from time to time, the Association shall forward such funds to Carma to reimburse Carma for any and all costs, expenses and charges which Carma, in its sole opinion, has incurred for the operation, management and maintenance of the Facilities from time to time;

16. Upon the transfer of title to all or any portion of the Facilities or related assets by Carma to the Association, if done prior to the Effective Date, the following management provisions shall take effect:
  - a) the Association hereby employs Carma as the Association's exclusive agent to manage, operate and maintain such a portion of the Facilities to and including the Effective Date without any right in the Association to cancel such management arrangement;
  - b) Carma agrees to perform the management functions set out below in the name of and on behalf of the Association, subject to. The terms of this Agreement, and the Association shall not give any direction to Carma, make any investigations or exercise any control of Carma's actions as manager and hereby grants to Carma such complete and absolute authority and power as in Carma's sole opinion, may be required by Carma to perform or effect performance of such management function;
  - c) Prior to the first day of January in the calendar year immediately following the substantial completion of the Facilities by Carma, Carma shall assist the Association in the collection and receipt of all monthly assessments, levies, contributions and any other charges due to the Association from the members of the Association for the operation and maintenance of the Facilities; PROVIDED that, while Carma shall assist in the efforts to collect such amounts, it shall not be responsible for collection of delinquent assessments or other charges except that Carma shall assist the Association



in sending notices to defaulting members of arrears or delinquency and in taking such further and other collection procedures as Carma in its sole discretion sees fit. "Substantial completion of the Facilities" for the purposes of this paragraph 16.(c) and paragraph 16.(d) shall mean the completion of that stage of the construction and development of the Facilities at which, in Carma's sole opinion, the Facilities are reasonably ready to be used in the manner intended;

- d) subject to the provisions of and any restrictions contained in this Agreement, Carma shall, at its expense, cause the Facilities to be constructed, operated, managed and maintained according to reasonable standards of construction. Operation, management and maintenance consistent with the character, size and location of the Facilities;
- e) Carma shall negotiate and may execute, on behalf of the Association contracts for such services for the Facilities as may be necessary or desirable. Carma shall also either rent or purchase, as it determines is best in its sole discretion on behalf of the Association, such equipment, tools, appliances, materials and supplies as in its sole opinion are necessary for the operation and maintenance of the Facilities. All such purchases and contracts may be in the name of Carma or the Association and in any event shall be assumed by the Association as at the Effective Date. PROVIDED, HOWEVER, that all such contracts for utilities, ongoing operational costs or rentals shall have a term of not more than two (2) years in duration;
- f) Carma shall maintain appropriate records for any of its receipts and disbursements for the Facilities;
- g) Carma and the Association shall cooperate in maintaining liability and property damage insurance relative to the Facilities in force as provided for in paragraph 17 hereof; PROVIDED that the Association will indemnify and hold harmless Carma from any loss, costs or damages arising out of any claim, suit or action made by any of its members or their guests whomsoever, relating to either claims greater than such insurance or to claim where there is inadequate insurance coverage;
- h) Carma shall, based on the information and documents made available to it, assist the Association in keeping an up-to-date record of the names and addresses of all members of the Association of which it has knowledge;

- i) subject to the provisions of this Agreement, the Association shall not pay any fee or stipend to Carma as compensation to it for the services to be rendered by Carma in accordance with this Agreement, but any charges for employees or professional managers employed by Carma to assist in its management function hereunder shall be paid for by the Association to Carma on demand, and this may include persons whose firms or groups are also employed by Carma regarding the Subdivision lands;
- j) Carma may engage or use any person, firm or company associated, affiliated or otherwise connected with it, to perform any work or services for Carma within the scope of Carma's duties pursuant to the terms and conditions of this Agreement, without being in breach of a fiduciary or contractual relationship with the Association; and
- k) Up to and including the Effective Date, Carma shall be entitled to enforce and exercise all discretions in respect of the provisions of the restrictive covenants substantially in the form of Schedules "E" and "F" to the Brochure in its sole discretion as agent and attorney for the Association; PROVIDED that when acting in such capacity Carma shall be entitled to exercise any discretion available to the Grantee under the said restrictive covenant. The Association hereby grants to Carma a, power of attorney coupled with an interest in the Facilities to enforce the provisions of the restrictive covenant as aforesaid, and when requested by Carma the Association shall execute the registrable power of attorney in substantially the form of Exhibit 2 hereto, which power of attorney Carma shall be entitled to register against the title to the Facilities. The power of attorney granted hereby shall not be revocable by the Association until the Effective Date, at which time the Association shall, if requested by Carma, execute a registrable discharge of the power of attorney.

17. Carma shall provide and maintain in full force and effect during the term of this Agreement, both before and after title to the Facilities is transferred to the Association, with responsible insurance companies, the following insurance for the Facilities:

- a) Such general comprehensive liability insurance of such nature and in such amount as Carma shall deem advisable protecting Carma and the Association relating to the development, construction of and initial management and operation of the Facilities in respect of liability and/or damage because of bodily injury and injury to or destruction of property arising out of such activities. Such insurance shall contain a cross liability clause;
  - b) The Association shall pay to Carma to reimburse it for its actual costs. in obtaining and maintaining such insurance, and where such insurance is part of Carma's overall insurance for the Subdivision Lands, then the Association shall pay its fair share of such insurance costs as determined by Carma's insurance brokers .
18. This Agreement shall be non-assignable by the Association without the prior, written consent of Carma, which consent may be unreasonably, or arbitrarily withheld.
19. If the Association breaches its obligation as set out herein to not interfere with Carma's designing, engineering, planning, developing, constructing and initially managing and operating the Facilities, it shall pay to Carma all of Carma's costs resulting there from and damages suffered thereby including but not limited to the costs to Carma of all additional time spent by its employees, all additional costs of professional advisors, additional design, engineering, planning, development, construction, management and operational costs and the damages suffered by Carma resulting from such breach including any delays in completing construction of the Facilities and in the sale of its undeveloped building lots as contained in the Subdivision Lands. The Association confirms its understanding that damages at law may be an inadequate remedy for a breach or threatened breach by it of this Agreement and agrees that in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by an action claiming specific performance, injunction or other equitable remedy, but nothing herein contained is intended to, nor shall it, limit or affect any right or rights at law or by statute or otherwise of Carma as against the Association for breach or threatened breach of any provisions hereof, it being the intention of this paragraph, to make clear the agreement of the parties that the respective rights and obligations of Carma hereunder shall be enforceable in equity as well as at law or otherwise.
20. Carma acknowledges that as the Association has no responsibility or authority with reference to the development or management or operation of the Facilities until the Effective Date, until the Effective Date the Association has directed its officers and

directors to not investigate or otherwise determine whether or not Carma is complying with the terms of this Agreement and that the Association has waived any responsibility of its officers or directors to determine whether or not Carma is carrying out its obligations pursuant to this Agreement.

21. It is specifically understood that Carma is an independent contractor and that all its actions to be performed hereunder shall be carried on by Carma under its own direction and superintendents, at its own risk and according to its own methods or procedures.
22. Up to and until the Effective Date, the Association shall take all required steps to maintain its existence and shall execute all documents required by Carma for the organization, development, construction, maintenance and operation of the Facilities and without any legal responsibilities for its actions in so doing.
23. This Agreement and the Exhibits hereto constitute the entire agreement between the parties and no representations, warranties or promises have been made by Carma to the Association save those herein contained.
24. If any provision of this Agreement 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.
25. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
26. Amendments to this Agreement must be in writing and signed by each party hereto.
27. This Agreement and all amendments, modifications, alterations or exhibits hereto shall be governed by the laws of the Province of Alberta as to the nature, validity and interpretation thereof.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their respective proper officers authorized in that behalf on the day and year first above written.

CARMA DEVELOPERS LTD.

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

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

WHITEMUD HILLS HOMEOWNERS ASSOCIATION

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

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

**EXHIBIT 1**  
**SUBDIVISION LANDS**

1. PLAN 902 1645  
BLOCK 136  
LOTS A, 1 THROUGH 24 INCLUSIVE, 26 THROUGH 43 INCLUSIVE AND  
45 THROUGH 57 INCLUSIVE  
  
EXCEPTING THEREOUT ALL MINES AND MINERALS
2. PLAN 902 1645  
BLOCK 137  
LOTS 1 THROUGH 39 INCLUSIVE  
  
EXCEPTING THEREOUT ALL MINES AND MINERALS
3. THE NORTH HALF OF SECTION TWO (2)  
TOWNSHIP FIFTY TWO (52)  
RANGE TWENTY FIVE (25)  
WEST OF THE FOURTH MERIDIAN, CONTAINING 64.7 HECTARES (160  
ACRES) MORE OR LESS EXCEPTING THEREOUT:
  - a) ALL THAT PORTION REQUIRED FOR POWER LINE RIGHT OF WAY AS SHOWN  
COLORED PINK ON FILED PLAN 1225 K.S CONTAINING 4.92 HECTARES (12.15)  
ACRES MORE OR LESS
  - b) 8.54 HECTARES (21.10 ACRES) MORE OR LESS AS SHOWN ON RIGHT OF WAY  
PLAN 812 1491 (NOW UNDER ROAD PLAN 832-2081)
  - c) 0.775 HECTARES (1.92 ACRES) MORE OR LESS SUBDIVIDED UNDER PLAN  
8421982.
  - d) 24.23 HECTARES (59.87 ACRES) MORE OR LESS SUBDIVIDED UNDER PLAN  
8921436.
  - e) 0.018 HECTARES (0.04 ACRES) MORE OR LESS FOR ROAD PLAN 8921563.
  - f) 0.79 HECTARES (1.95 ACRES) MORE OR LESS FOR PLAN 8923294.
  - g) PLAN 902 1645  
BLOCK 136  
LOTS A, 1 THROUGH 24 INCLUSIVE, 26 THROUGH 43 INCLUSIVE AND 45  
THROUGH 57 INCLUSIVE
  - h) PLAN 902 1645  
BLOCK 137  
LOTS 1 THROUGH 39 INCLUSIVE  
  
EXCEPTING THEREOUT ALL MINES AND MINERALS



**EXHIBIT 2**  
**POWER OF ATTORNEY**  
**LAND TITLES ACT**  
**(SECTION 115)**

Whitemud Hills Homeowners Association being registered owner of an estate in fee simple, subject to registered encumbrances, liens, and interests, if any, does hereby irrevocably appoint Carma Developers Ltd., attorney on our behalf for our use and benefit and for the use and benefit of Carma Developers Ltd., to enforce and exercise all discretions in respect of the provisions of that restrictive covenant granted for the benefit of the following described lands:

(the "Lands"), such restrictive covenant being registered in the Land Titles Office for the North Alberta Land Registration District as Instrument No. \_\_\_\_\_, and to execute all instruments, and do all acts, matters and things that may be necessary for carrying out the powers hereby given and for the recovery of all sums of money that may become or are now due or owing to Whitemud Hills Homeowners Association in respect of the Lands, and for the enforcement of all contracts, covenants or conditions binding on any lessee or occupier of the Lands or on any other person in respect of it, and also with full power and authority for our said attorney to appoint a substitute or substitutes and such substitution at pleasure to be revoked.

Whitemud Hills Homeowners Association hereby ratifies, confirms and agrees to ratify and confirm and allow all and whatsoever our said attorney or such substitute or substitutes shall lawfully do or cause to be done in respect of the aforesaid purposes.

IN WITNESS THEREOF Whitemud Hills Homeowners Association has hereunto set its corporate seal by the hands of its duly authorized officers on that behalf this \_\_\_\_ day of A.D. 199\_\_.

WHITEMUD HILLS HOMEOWNERS ASSOCIATION

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

Per: \_\_\_\_\_(c/s)



## **SCHEDULE B**

### **MEMORANDUM OF ASSOCIATION OF WHITEMUD HILLS HOMEOWNERS ASSOCIATION**

1. The name of the Company is "Whitemud Hills Homeowners Association".
2. The Company is incorporated under Part IX of the Companies Act of the Province of Alberta, R.S.A. 1980, c. C-20 as a non-profit corporation.
3. The objects for which the Company is established are:
  - a) to acquire and take over from Carma Developers Ltd. (the "Developer"), certain common area lands which will be situate on residential subdivision lands owned by the Developer in the southwest portion of the City of Edmonton and being generally called Whitemud Hills, and all or any of the equipment, chattels and assets used in connection therewith (the "Facilities"), and to operate the same for the benefit of its members;
  - b) to maintain and operate the Facilities;
  - c) to acquire from the Developer its rights (if any) under each and every rent encumbrance, restrictive covenant and easement registered on lands in the vicinity of the Facilities with any and all benefits and advantages to be derived there from and to enforce the same;
  - d) to do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.
4. The liability of the members is limited.
5. Each member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up during the time that he is a member or within one year afterwards, for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributors amongst themselves, such amount as may be required not exceeding \$1.00.
6. The Company shall apply the profits, if any, or any other income of the Company solely in promoting the objects of the Company and no dividend whatsoever or other distribution of the property of the Company shall ever be paid to its members;

PROVIDED ALWAYS that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any member or person in return for any service actually rendered to the Company.

7. No additions, deletions, alterations or amendments shall be made to or in the Memorandum or Articles of Association of the Company for the time being in force until after the Company has acquired both title to and management of the Facilities without the written consent of the Developer.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company pursuant to this Memorandum of Association.

**NAMES, ADDRESSES AND OCCUPATIONS OF SUBSCRIBERS**

<u>Subscribers</u>	<u>Occupation</u>	<u>Address</u>
_____ Michael Mooney	_____ Executive	_____ 1910. 10303 Jasper Ave Edmonton T5J 3N6
_____ Michael Dutczak	_____ Executive	_____ 1910. 10303 Jasper Ave Edmonton T5J 3N6
_____ R. Brian Hodgson	_____ Executive	_____ 800, 839 - 5 Ave S.W. Calgary T2P 3C8

DATED at the City of Edmonton, in the Province of Alberta, this 10th day of July, 1990.

\_\_\_\_\_  
Witness to the signatures  
of Michael Mooney and  
Michael Dutczak

\_\_\_\_\_  
Witness to the signature  
of R. Brian Hodgson

**SCHEDULE C**  
**ARTICLES OF ASSOCIATION**  
**OF WHITEMUD HILLS HOMEOWNERS ASSOCIATION**

1. The Articles of Association contained in Table "A" In the Schedule to the Companies Act (Alberta) do not apply to this Company.

**INTERPRETATION**

2. The headings used throughout these Articles shall not affect the construction hereof. In these Articles and the Memorandum of Association of this Company, unless the context otherwise requires, expressions defined in the Companies Act (Alberta) or any statutory amendment or modification thereof, shall have the meaning so defined, and the following terms shall have the following meanings:
  - a) "Company " means Whitemud Hills Homeowners Association;
  - b) "Companies Act (Alberta)" means the Companies Act R.S.A. 1980, c. C-20, as amended or any substitution therefore from time to time;
  - c) "Developer" means Carma Developers Ltd., its successors and assigns;
  - d) "Directors," "Board," and "Board of Directors" means the directors of the Company for the time being;
  - e) "Encumbrance" means an instrument to secure the annual rent charge to be paid by certain of the Members of the Company and registered or to be registered against the title to residential lands or rental lands of persons in the Subdivision who are Members of the Company, for the purpose of forming an enforceable encumbrance pursuant to the provisions of the Land Titles Act (Alberta);
  - f) "Facilities" means certain common area lands which will be situate on residential subdivision lands owned by the Developer in the south west portion of the City of Edmonton and being generally called Whitemud Hills, and all or any of the equipment, chattels, and assets used in connection therewith;
  - g) "Family Members" means the spouse (whether legally married to or not) of a Homeowner Member or Tenant Member and the unmarried children of such Homeowner Member or Tenant Member and/or such spouse which spouse

and children are actually residing in the residential property of the Homeowner Member or Tenant Member located in the Subdivision;

- h) "Homeowner Member" means the registered owner or one of the registered owners (as designated by those registered owners) of a single family residential property (including a condominium unit) located in the Subdivision who is a qualified Member of the Company;
- i) "Member" means a person for the time being entered in the Register of Members of the Company and Members means collectively all of them from time to time, inclusive of Homeowner Members, Rental Members, Family Members, and Tenant Members;
- j) "month" means calendar month;
- k) "office" means the registered office of the Company for the time being;
- l) "Rental Member" means the registered owner or one of the registered owners of a multi-family residential rental project located in the Subdivision who is a qualified Member of the Company;
- m) "Subdivision" means the residential subdivision lands owned by the Developer in the southwest portion of the City of Edmonton and described in Schedule "A" hereto and being generally called Whitemud Hills;
- n) "Tenant Member" means a tenant actually renting and residing in a multi-family rental unit located in the Subdivision, that may or may not be owned by a Rental Member in accordance with these Articles;
- o) "These presents" means and includes these Articles of Association, and any modification or alteration thereof for the time being in force;
- p) "Voting Members" means the Members who are entitled to vote at meetings of the Company and shall be restricted to only Homeowner Members, and Rental Members or their respective designates as provided herein, and the subscribers hereto while such subscribers remain Members hereunder; and
- q) "writing" and "written" includes printing, typewriting, lithographing and other modes of representing or reproducing words in visible form which, without restricting the generality of the foregoing shall include telex, telecopy and telegram.

Words importing the singular number include the plural number and vice versa; words importing the masculine gender shall include the feminine and words importing persons shall include corporations and companies.

### **REGISTERED OFFICE**

3. Subject to the provisions of the Companies Act (Alberta) the Company may, by ordinary resolution of the Directors change from time to time the place within the City of Edmonton where the registered office of the Company is to be situated.

### **MEMBERS**

4. The subscribers hereto shall be Members until they resign. Every person owning a single family residential property or a rental project or being a tenant Having in such residential property or rental project in the Subdivision shall ipso facto be entitled to become a Member as long as such person so owns such residential property or rental project or such tenant lives in such residential property or rental project and shall forthwith cease to be a Member at any time such a residential property or rental project in the Subdivision is not owned by such person or that such person ceases to be a tenant therein; PROVIDED HOWEVER that the persons owning residential or rental properties or living therein as a tenant shall not be a Member until they agree, in writing, to do so and the persons owning a residential property or rental project have allowed the registration of an Encumbrance against the title to their property confirming such membership, their obligations and their agreement to pay the annual rental charge. PROVIDED ALWAYS with reference to all residential or rental properties located in the Subdivision:
  - a) Where there is more than one such owner of a property, there shall be only one Voting Member who shall be the person designated as the Voting Member by all the owners of said property in the absence of such designation the first person named as owner in the Certificate of Title or as Purchaser in an Agreement for Sale, shall, be the Voting Member;
  - b) Where a single family residential property is owned by a corporation other than the Developer the Voting Member shall be a person resident in said property and shall be designated by the corporation as the Voting Member;
  - c) Where a Member owns more than one single family residential property in the Subdivision, other than a condominium unit. That Member shall be entitled to one (1) vote for each such property owned by that Member;

- d) Where a single family residential property is occupied by a tenant such tenant may be designated as the Voting Member by and instead of the owner(s) of such property;
- e) Where a rental project is involved the registered owner or its designate shall be the Voting Member and notwithstanding how many Tenant Members are residing in the rental project, it shall have only one (1) vote;
- f) Where the owner of the rental project first has become and maintains membership in the Company as a Rental Member, all the tenants of such rental project shall be entitled to become Tenant Members in the Company subject to them complying with the rules and regulations of the Company as well as any special rules and regulations put in place by the Board of Directors and dealing specifically with tenants of Rental Members, provided however, that the annual rental charge payable by each tenant shall not exceed 75% of the appropriate annual rental charge payable by those Homeowner Members being in a similar location. The right to membership of a Tenant Member shall automatically cease either at the same time that his Rental Member ceases to be a Member or he ceases to be a tenant in the rental project in question;
- g) Where a condominium project is located in the Subdivision each owner of a condominium unit therein shall be entitled to become a Member; PROVIDED THAT where such an owner owns more than one condominium unit in the Subdivision, that owner shall nevertheless have only one (1) vote;
- h) Where there is any difficulty or dispute in determining the Voting Members, the Directors in their absolute discretion may designate the Voting Member, the intention being that there be one Voting Member from each single family residential property (including a condominium unit, subject to (g) above) or rental project in the Subdivision and except for a rental project, the Voting Member shall be a natural person resident in the Subdivision;
- i) Membership is not transferable by a Member but is appurtenant to ownership and residence as herein set out.

### **REGISTER OF MEMBERS**

5.

- a) A register of Homeowner Members in such form as the Board may approve shall be maintained in which shall be recorded the names and addresses of all Homeowner Members. The Register shall be amended from time to time so that all Homeowner Members are listed in such register. Amendments to such register may be made by the Board at any time and from time to time of its own volition or upon presentation to the Company of evidence acceptable to the Board. Upon amendment as aforesaid there may be charged a fee as set by the Board from time to time.

### **REGISTER OF RENTAL MEMBERS AND TENANT MEMBERS**

- b) A register of Rental Members and Tenant Members shall be maintained in such form as the Board may approve, in which shall be recorded the names and addresses of all Rental Members and their tenants who by properly complying with the requirements of membership become Tenant Members. The Company shall attempt to establish a workable procedure whereby it is notified when Tenant Members cease to be tenants of a rental project located in the Subdivision. The register shall be amended from time to time so that all Rental Members and Tenant Members are listed in such register. Amendments to such register may be made by the Board at any time and from time to time of its own volition or upon presentation to the Company of evidence acceptable to the Board. Upon an amendment being made as aforesaid there may be charged a fee as set by the Board from time to time.

### **REGISTER OF FAMILY MEMBERS**

- c) A register of Family Members shall be maintained in such form as the Board may approve, in which shall be recorded the names and addresses of all Family Members. The register shall be amended from time to time so that all Family Members are listed in such register. Such amendment may be made by the Board at any time and from time to time of its own volition or upon presentation to the Company of evidence acceptable to the Board. Upon amendment as aforesaid there may be charged a fee as set by the Board from time to time.

### **MEMBERSHIP CARDS**

- d) Every Member shall be issued periodically with a Membership Card as determined by the Directors. The Membership Card shall remain the property of the Company. If a Membership Card is lost it shall be replaced by

the Company, provided however that there may be charged a fee as set by the Board from time to time as a condition to delivery of such replacement Membership Card.

### **RIGHTS OF ALL MEMBERS**

6. Members shall have access to and be entitled to the use of the Company's Facilities in common with all Members subject to suspension of such rights:
  - a) for breach of any Rule or Regulation for the conduct of Members; and
  - b) for default by any Member in payment of any fees, dues, deposits or other sum owing to the Company.

### **MEMBERS' MEETINGS**

7. The first annual general meeting of the Company shall be held at such time, within sixteen (16) months from the date on which the Company is incorporated and at such place as the Directors may determine. Subsequent annual general meetings shall be held at least once in every calendar year and not more than sixteen (16) months after the holding of the last preceding general meeting, at such time and place as may be determined by the Directors.
8.
  - a) The general meetings referred to in the preceding clause shall be called annual general meetings, and all other meetings of the Company shall be called special general meetings. All meetings of Members shall be held in the City of Edmonton, in the Province of Alberta;
  - b) No Family Members shall be entitled to notice of or to attend any meeting, general, special or otherwise of the Company; and
  - c) Only Voting Members shall be entitled to vote on, or propose, or second resolutions at meetings of the Members.
9. The Directors may, whenever they think fit, proceed to convene a special general meeting of the Company.
10. Where it is proposed to pass a special resolution, such notice as is required to be given by the Companies Act (Alberta), and, in all other cases at least ten (10) days' notice specifying the day, hour and place of every Voting Members' Meeting, and in the case of special business the general nature of that business shall be served in one of the manners hereinafter provided on the Voting Members registered in the Members' register at the time such notice is served or if a record date has been fixed



by the Directors, on the Members registered in the Register of Members at the record date as so fixed; PROVIDED ALWAYS that a meeting of the Members may be held for any purpose, at any time and at any place without notice, if all the Voting Members entitled to notice of such meeting are present in person or represented thereat by proxy or if the absent Voting Members shall have signified their assent in writing to such meeting being held. Notice of any meeting or any irregularity in any meeting or in the notice thereof may be waived by any Voting Member or the duly appointed proxies of a Voting Member. It shall not be necessary to give notice of any adjourned meeting.

11. Irregularities in the notice of any meeting or in the giving thereof or the accidental omission to give notice of any meeting or the non-receipt of any notice by any Voting Member or Voting Members shall not invalidate any resolution passed or any proceedings taken at any meeting and shall not prevent the holding of such meeting.

#### **PROCEEDINGS AT MEMBERS' MEETINGS**

12. All business shall be deemed special that is transacted at a special general meeting. All business shall be deemed special that is transacted at an annual general meeting, with the exception of consideration and approval of the financial statements and the ordinary report of the Directors, auditors, and other officers, the election of Directors, the appointment of auditors, the fixing of the remuneration of the auditors and the transaction of any business which under these presents ought to be transacted at a general meeting. Special business or a special resolution may be passed at an annual general meeting provided the requisite notice has been given.
13. No business shall be transacted at a general meeting unless a quorum is present at the time the meeting proceeds to business. Save as herein otherwise provided, ten percent (10%) of the Voting Members either personally present or represented by proxy shall be a quorum.
14. The President, or in his absence the Vice-President (if any), shall be entitled to take the chair at every general meeting, or if there be no president or vice-president, or if at any meeting he shall not be present within fifteen (15) minutes after the time appointed for holding such meeting, the Voting Members present shall choose another Director as chairman, and if no Director be present, or if all the Directors present decline to take the chair, then the Voting Members present shall choose one of their number to be chairman. The chairman at any meeting of Voting Members may appoint one or more persons who are Voting Members to act as scrutineers.

15. If within thirty (30) minutes for the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week, at the same time and place; and if at such adjourned meeting a quorum is not present, the Voting Members personally present or represented by proxy shall be a quorum.
16. Every question submitted to a meeting shall be decided in the first instance by a show of hands or otherwise as the chairman may direct and in the case of an equality of votes the chairman shall, both on a show of hands or otherwise have a casting vote in addition to the vote to which he might be entitled as a Voting Member.
17.
  - a) At any meeting unless a poll is demanded by the chairman or by ten percent (10%) of the Voting Members present, a declaration by the chairman that a resolution has been carried or carried by a particular majority, and an entry to that effect in the book of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
  - b) If a poll is demanded as aforesaid it shall be taken in such manner and at such time and place as the chairman of the meeting directs and either at once or after an interval or adjournment or otherwise and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn.
18. The chairman of a general meeting may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
19. On a show of hands every Voting Member present in person, including the proxy or representative of a Voting Member, shall be entitled to the number of votes allocated to that Voting Member pursuant to the provisions hereof.
20. Votes may be given either personally or by a nominee appointed by a proxy.
21. A proxy shall be in writing in any effectual form under the hand of the appointer or of his attorney duly authorized in writing, and need not be attested. A person appointed proxy must be a Voting Member.

22. No proxy shall be valid after the expiration of twelve (12) months from the date of its execution unless it is otherwise specified in the instrument.
23. The proxy shall be deposited at the registered office of the Company or such other place as may be specified in the notice of meeting and at a time as the Directors may by resolution fix but not exceeding forty eight (48) hours before the time for holding the meeting at which the person named in the instrument proposes to vote. If there is any default in this procedure for the deposit of such proxy it shall not be treated as valid.
24. A vote given in accordance with the terms of a proxy shall be valid notwithstanding the previous death of the principal, or revocation of the proxy with respect to which the vote is given provided no intimation in writing of the death or revocation shall have been received before the meeting at the place where the proxies are to be deposited.
25. No Voting Member shall be entitled to be present or to vote on any question, either personally or by a nominee appointed by a proxy, or as the nominee appointed by a proxy for another Voting Member at any general meeting or upon a poll, or to be reckoned in a quorum whilst any sum due or payable to the Company by such Voting Member shall remain unpaid for forty five (45) days following a written request for the same.

#### **BORROWING POWERS**

26. The Directors may from time to time at their discretion raise or borrow money for the purposes of the Company's business in amounts in the aggregate not exceeding TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS at any one time.

#### **DIRECTORS**

27. Until otherwise determined by a general meeting, the number of Directors shall be, not less than then three (3) or more than fifteen (15).
28. The subscribers hereto shall be the first Directors of the Company.
29. The Directors shall have power from time to time and at any time, to appoint any other person or persons as Directors, either to fill a casual vacancy or vacancies or as an addition or additions to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed by these Articles or by a general meeting.

30. A Director, ninety (90) days after the later of the dates on which title to and management of the Facilities is transferred to the Company, must be a Voting Member of the Company or a spouse of a Voting Member of the Company.
31. The Directors shall not be paid out of the funds of the Company by way of remuneration for their services as Directors.
32. A Director may retire from office upon giving five (5) days notice in writing to the Company of his intention to do so, and such resignation shall take effect upon the expiration of such notice or its earlier acceptance.
33. The office of a Director shall ipso facto be vacated:
- a) If he is found a lunatic or becomes of unsound mind;
  - b) If by notice in writing to the Company he resigns his office upon the time hereinbefore fixed for the resignation to take effect or the previous acceptance of the same;
  - c) If he be removed by resolution of the Company as hereinafter provided.
34. A Director shall not be disqualified solely by his office as a Director from holding any other office with the Company and from contracting with the Company either as a vendor, purchaser or otherwise howsoever.
35. At the first annual general meeting and at every succeeding annual general meeting, all of the Directors howsoever appointed or elected, shall retire from office. A retiring director shall retain office until the dissolution of the meeting at which his successor ought to be elected. If at any general meeting at which an election of Director ought to take place, no such election takes place, the retiring Directors shall continue in office until the annual general meeting in the next year, and so on from year to year until their places are filled up, unless it shall be determined at such meeting to reduce the number of Directors.
36. A retired Director shall be eligible for re-election.
37. The Company at every annual general meeting shall fill up the vacated offices by electing a like number of persons to be Directors, or in case any change in the number of Directors is made at any such meeting by electing the number of persons to be Directors as may be fixed by such meeting.
38. The Company may, by special resolution, at any time remove any or all of the Directors before the expiration of his or their period of office and by ordinary

resolution appoint another or other qualified person or persons in his or their stead; and the person or persons so appointed shall hold office during such time only as the Director or Directors in whose place he is or they are appointed would have held the same if he or they had not been removed.

### **REGISTER OF DIRECTORS AND MANAGERS**

39. The Directors shall duly comply with the provisions of the Companies Act (Alberta), or any statutory modification thereof for the time being in force, and in particular with the provisions in regard to the keeping of the registers of the Directors and managers and their addresses and occupations, the signing of the balance sheet, the filing with the Registrar of Corporations an annual report and copies of special and other resolutions and of any change in the registered office or of Directors and, where applicable, the mailing of a form of proxy and the issuing of information circulars.

### **PROCEEDINGS OF DIRECTORS**

40. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings, and may declare the quorum necessary for the transaction of business, but until the Directors make such determination, one-half of the Directors shall be a quorum.
41. Subject to the provisions of Article 42, meetings of the Board of Directors shall be held in the City of Edmonton, in the Province of Alberta unless all the Directors otherwise agree. The Directors may make regulations in regard to the manner and time that notice shall be given of such meetings. Until such regulations are made, meetings of the Board may be held at any time without formal notice if all the Directors are present or those absent have signified their consent in writing to the meeting being held in their absence; and the notice of any meeting where notice has not been dispensed with, delivered, mailed, telegraphed, or telecopied to each Director at his ordinary address two (2) days prior to such meeting, shall be sufficient notice of any meeting of Directors. In computing the notice of two (2) days the day on which such notice is delivered, mailed, telegraphed, or telecopied shall be included, and the day for which such notice is give is excluded. Notice of any meeting or irregularity in any meeting or in the notice thereof, may be waived by any Director. The Directors may by resolution appoint a regular time and place for meetings, and no further or other notice of such time and place than the entry of such resolution upon the minutes of the meeting at which it was passed shall be necessary. Immediately upon the conclusion of the annual general meeting a

meeting of the Directors shall be held and no notice of such meeting shall be necessary.

42. Any Director may participate in a meeting of the Board of Directors by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and a Director participating in a meeting pursuant to this article shall be deemed to be present in person at that meeting and the meeting shall be deemed to have been held at such place in Canada as the Directors may from time to time determine.
43. The President may, or the Secretary shall at the written request of not less than twenty-five (25%) percent of the Directors, at any time convene a meeting of Directors.
44. Questions arising at any meeting of Directors shall be decided by a majority of Votes and in case of an equality of votes, the chairman shall not have a second or casting vote.
45. The continuing Directors may act notwithstanding any vacancy in their number; but if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of Directors, the continuing Directors may act only for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.
46. The Directors may approach one of their number to be chairman of the Board of Directors, and in the absence of such appointment the president for the time being of the Company shall be chairman of the Board. If the chairman is not present at any meeting at the time appointed for holding the same, the Directors present shall choose someone of their number to be chairman of such meeting.
47. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally.
48. The Directors may delegate any of their powers to committees consisting of such one or more member or members of the Board as they think fit and may from time to time revoke such delegation. Any committee so formed shall, in the exercise of the powers so delegated conform to any regulations from time to time imposed upon it by the Directors.

49. The meetings and proceedings of any such committee consisting of two (2) or more Members of the Board shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors including the appointment of a quorum, so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under the preceding clause.
50. All acts done at any meeting of the Directors, or of a committee of Directors or any person acting as a Director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors, or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.
51. A resolution in writing, signed by all the Directors without their meeting together (which may be executed in several counterparts) shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted, and shall be held to relate back to any date therein stated to be the effective date thereof.

#### **MINUTES**

52. The Directors shall cause minutes to be duly entered in books provided for the purpose:
- a) of all appointments of officers;
  - b) of the names of Directors present at each meeting of the Directors and of any committee of Directors;
  - c) of all resolutions made by the Directors and committees of Directors; and
  - d) of all resolutions and proceedings of general meetings; and any such minutes of any meetings of the Directors or of any committee of Directors, or of the Company if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such minutes.

#### **POWERS OF DIRECTORS**

53. Subject to Articles 54 and 55 below, the management of the business of the Company shall be vested in the Directors who, in addition to the powers and authorities by these presents or otherwise expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are not hereby or by statute expressly directed or required to

be exercised or done by the Voting Members in general meeting; and without restricting the generality of the foregoing the Directors shall exercise general supervision of the affairs of the Company and may from time to time make rules and regulations in relation to the Company, and may at any time in like manner annul or vary any rules and regulations so made, and all rules and regulations so made and for the time being in force shall be binding on the Members of the Company, and shall have full effect accordingly; and without limiting the generality of the foregoing it is expressly declared that the following shall be deemed to be included as rules and regulations in relation to the Company within the meaning of this clause, that is to say, regulations:

- a) As to proof required from persons claiming to be eligible to be Homeowner Members, Family Members, Rental Members and Tenant Members;
- b) As to the annual, quarterly or other subscriptions or payments to be payable by the Members of the Company;
- c) As to honorary Members (if any) and visitors and guests;
- d) As to the manner in which use of the Company's Facilities by Members may be suspended or terminated.
- e) As to the use of the Company's Facilities by Members; and
- f) As to committees of Members in connection with the management of the Company, and as to the appointment, removal, qualification, disqualification, duties, functions, powers and privileges of members of such committees.

## **TEMPORARY REMOVAL OF OFFICERS' AND DIRECTORS'**

### **AUTHORITY AND RESPONSIBILITIES**

54. The Facilities have been designed, engineered and planned solely by the Developer who has agreed to develop and construct such Facilities at its sole cost and responsibility. The Developer has also agreed to be responsible for the management and operation of the Facilities and to, within a certain specified period of time, transfer title to, and the operation and management of such Facilities to the Company providing that the Company does not hinder its efforts or increase the development, construction, management and operating costs for the Facilities by becoming involved in, investigating or interfering in or trying to exercise any authority or control in the development, construction, management and operation of the Facilities. The Company has agreed to this condition and in order to relieve its



officers and Directors from any responsibility that they may otherwise have in the proper exercise of their responsibility to protect the interests of the Company and its Members and any alleged resulting breach of fiduciary obligations, until both the ownership of the Facilities and the operation and management of same have been formally transferred to the Company by the Developer, the powers of the officers and directors of the Company to manage the business and affairs of the Company are hereby temporarily restrained and are transferred to the Developer and such officers and directors are hereby released from such duties and from any liability for failure to otherwise exercise such duty insofar as such duty relates in any way to the investigation of, determination of and enforcing of the proper and adequate quality of design, engineering, planning, development, construction, maintenance and operation of the Facilities. Except as set out above, such officers and directors shall retain their normal and usual rights, duties and responsibilities and will on a limited basis as requested by the Developer be involved in the operation of the Facilities.

55. It is hereby disclosed to all Members that the Developer is a Member of the Company and officers of the Developer may also be directors and officers of the Company. All Members of the Company do hereby unanimously agree to the provisions of Article 54 above and do hereby unanimously and entirely release the Developer, the Company and the directors and officers of the Company from the legal results of any conflict that they or the Developer may otherwise be in as a result of the Developer and the Company entering into an agreement for the development, the initial management of, and delivery of the Facilities to the Company including from the legal consequences of the Directors and officers of the Company being partially restrained from and being partially released from their normal and usual rights, duties and responsibilities as provided for in Article 53 above.

#### **OFFICERS**

56. The officers of the Company shall consist of a president, a secretary and a treasurer, or a secretary-treasurer and such other officers as the Directors may from time to time appoint. Any one person may fill more than one of the above offices. Such persons holding such offices besides fulfilling any duties assigned to them by the Directors shall have such powers as are usually incidental to such offices.

57. The president shall be elected by the Board from amongst their number. The secretary and the treasurer or secretary-treasurer of the Company shall be appointed by the Board. The Board may appoint an assistant secretary, who shall be empowered to act in the absence of or under the direction of the secretary in the

performance of the duties of the secretary. The Directors may appoint a temporary substitute for any of the above officers, who shall for the purposes of these presents be deemed to be the officer for the position he occupies.

58. Any executive officer of the Company shall be entitled to attend any meeting of Members.

#### **SEAL**

59. The Company shall have a corporate seal which shall be of such form and device as may be adopted by the Directors, and the Directors may make such provisions as they see fit with respect to the affixing of the said seal and the appointment of a Director or Directors or other persons, to attest by their signatures that such seal was duly affixed.

#### **NO DIVIDENDS**

60. As the Company is formed solely for the purposes of promoting recreation and social communication amongst its Members and it is the intention of the Company to apply the profits, if any, or any other income of the Company in promoting its objects and as the Company is not formed with gain for its object, no dividend whatsoever and no part of the income of the Company shall be divided among payable to or be available for the personal benefit of any of the Members of the Company.

#### **RESERVES AND FUNDS**

61. The Directors may set aside any of the profits of the Company to create a reserve or reserves to provide for maintaining the property of the Company, replacing wasting assets, meeting contingencies, forming an insurance reserve or for any other purposes whatsoever for which the profits of the Company may be lawfully used. The Directors may also carry forward to the accounts of the succeeding year or years any profit or balance of profit which they shall not think fit to place in such reserve.
62. The Directors may create a fund or funds out of the assets of the Company not greater in amount than the reserve or reserves as hereinbefore provided for and may apply the fund or funds either by employing them in the business of the Company or investing them in such manner as they shall think fit, and the income arising from such fund or funds shall be treated as part of the profits of the Company for the year in which such income arose. Such funds may be applied for the purpose of maintaining the property of the Company, replacing wasting assets, meeting contingencies, forming an insurance fund or for any other purpose for which the profits of the Company may lawfully be used.

63. The Directors may from time to time increase, reduce or abolish any reserve or reserve fund in whole or in part and may transfer the whole or any part to surplus.

#### **OPERATING COSTS OF COMPANY**

64. The Directors shall implement a procedure to monitor and to determine the costs of operating the Facilities.

65. The net amount of these costs (after deduction of all anticipated revenue) shall be collected by assessing the Members as has been provided for in the Encumbrances. Subject to the provisions hereof and subject to the Encumbrances the amounts of such assessments shall be those amounts determined by the Directors from time to time.

66. The Encumbrances may establish different percentages of contribution by the different groups represented in the Members as determined from time to time by the Directors.

67. If the resulting contributions received do not result in sufficient income to pay the costs of the Company, then the Directors shall increase its income in the following manner:

- a) if necessary, they shall borrow, on a short term basis, any funds required to meet the operating cash deficiency being experienced;
- b) they shall present a full report on the operating cash deficiency to the next annual meeting of the Company together with their recommendations for increasing the income of the Company including if so determined by the Directors increasing the annual rental charges to the Homeowner Members, the Rental Members and the Tenant Members;
- c) if they determine that addressing such deficiency should not await the next ensuing annual meeting, they shall call a special meeting of the Company to consider the matter;
- d) subject to (f) hereof, any increase in the annual rental charges must be approved by a majority of votes cast by Voting Members at a meeting of the Company and shall only be increased in the same ratio that the existing rental charges have one to another as contained in the Encumbrances in existence at the time of the meeting;
- e) the Homeowner Members, Rental Members and Tenant Members shall be bound by the decision of the Voting Members passed in accordance with

these Articles and agree to the amendment of their Encumbrance in accordance with the decision of such meeting;

- f) while the Developer is a Member any change in the annual rental charge shall require the prior written consent of the Developer; and
- g) if any Encumbrance has been foreclosed off of the title to the lot of a Member or has otherwise been taken off such title or if pursuant to a meeting of the Members, it has been agreed to register a new Encumbrance or a caveat giving notice of the change, the Homeowner Member or Rental Member agrees either to enter into any requested new Encumbrance to be registered against the title to his property or agrees to the filing of a caveat as referred to above and if he delays, fails, or refuses to complete the new Encumbrance the Company is hereby irrevocably appointed as his attorney on his behalf and for the Company's use and benefit, to sign and deliver such new Encumbrance in his place and stead.

#### **ACCOUNTS**

- 68. The Directors shall cause true accounts to be kept of the sums of money received and disbursed by the Company and the manner in respect of which said receipts and disbursements take place, of all sales and purchases by the Company and of the assets and liabilities of the Company and of all other transactions affecting the financial position of the Company.
- 69. The books of account and accounting records shall be kept at the registered office of the Company or, subject to the limitations of the Companies Act (Alberta) in this regard, at such other place or places as the Directors think fit, and shall be open to inspection of the Directors.
- 70. The Directors shall from time to time determine whether and to what extent and at what time and place and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of any of the Members not being Directors, and none of the Members (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorized by the Directors or by the Company in general meeting.
- 71. The Directors shall lay before each annual meeting of the Voting Members financial statements and the report of the auditor to the Voting Members thereon. The financial statements shall:

- a) be approved by the Board of Directors and signed by two (2) of them;
- b) be for a period that ended not more than six (6) months before the annual meeting;
- c) be subject to the provisions of the Companies Act (Alberta) and contain a comparative statement (except in the case of the first statement) relating separately to the latest completed financial year preceding it; and
- d) be made up of:
  - i. a statement of profit and loss for each period.
  - ii. a statement of surplus for each period.
  - iii. subject to the provisions of the Companies Act (Alberta), a statement of source and application of funds for each period, and
  - iv. a balance sheet as at the end, of each period with each statement containing the information required by the Companies Act (Alberta) to be disclosed in such statements.

72. Subject to the provisions of the Companies Act (Alberta), a copy of the financial statement and a copy of the auditor's report, shall be sent to each Homeowner Member and Rental Member, by prepaid post, ten (10) days or more before the date of the annual meeting.

73. Subject to the provisions of the Companies Act (Alberta), a comparative six-month interim financial statement shall be sent to each Homeowner Member and Rental Member as required by the Companies Act (Alberta).

#### **NOTICES**

74. Any notice may be served by the Company on any of the Members either personally or by sending it through the post in a prepaid envelope or wrapper addressed to such Member or by telegraphing it prepaid to such person at his address as the same appears in the books of the Company, or if no address is given therein to the last address of such person known to the secretary. If no address is known to the secretary a notice posted up in the registered office of the Company shall be deemed to be well served on such person upon it being so posted up, and any notice sent by post shall be deemed to have been served on the day on which the envelope or wrapper containing the same is posted. With respect to every notice sent by post

it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put into one of Canada Post Corporation's letter boxes.

75. Any notice or document delivered or sent by post or left at the address of any of the Members as the same appears on the books of the Company or posted in the registered office of the Company as hereinbefore provided shall, notwithstanding such person be then deceased and whether or not the Company has notice of his decease, be deemed to have been duly served until some other person is entered in his stead in the books of the Company as one of the Members, and such service shall for all purposes be deemed a sufficient service of such notice or document on his heirs, executors or administrators and on all persons interested with anyone of such Members.
76. The signature on any notice to be given by the Company may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.
77. Where a given number of days notice or a notice extending over any other period is required to be given, the day of service of the notice and the day for which notice is given shall, unless it is otherwise provided, be counted in such number of days or other period.
78. A certificate of the secretary or other duly authorized officer of the Company in office at the time of the making of the certificate as to the facts in relation to the mailing or telegraphing or delivery or posting up of any notice to any Member, Director or officer or publication of any notice, shall be prima facie evidence thereof and shall be binding on everyone of the Members, and a Director or officer of the Company, as the case may be.
79. It shall not be necessary for any notice to set out the nature of the business which is to come before a meeting of the Directors and it shall not be necessary for any notice to set out the business which is to come before a meeting of the Voting Members unless the same is special business.
80. A special general meeting and the annual general meeting may be convened by one and the same notice, and it shall be no objection to the said notice that it only convenes the second meeting contingently on any resolution being passed by the requisite majority at the first meeting.

#### **RECORD DATE**

81. The Directors may fix a time in the future not exceeding thirty (30) days preceding the date of any meeting of Voting Members as a record date for the determination

of the Voting Members entitled to notice of, and to vote at, any such meeting, and only the Voting Members of record in the Register of Members at the close of business on that date so fixed shall be entitled to such notice of, and to vote at, such meeting, notwithstanding any change of Voting Members on the Register of Members after any such record date fixed as aforesaid.

### **INDEMNITY**

82. Except as otherwise hereinafter provided, every Director and officer of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company to pay, all losses and expenses which any such Director or officer shall incur or become liable to by reason of any contract entered into or act or thing done by him as such Director or officer, or in any way in the discharge of his duties.
83. Any person made a party to any action, suit or proceedings by reason of the fact that he, his testator or intestate, is or was a Director or officer of the Company, or of any corporation which is served by such Director or officer as such at the request of the Company, shall be indemnified by the Company against the reasonable expenses, including solicitor's fees, actually and necessarily incurred by him in connection with the defence of such action, suit or proceeding, or in connection with any appeal therein, except in relation to matters as to which it shall be judged in such action, suit or proceedings that such Director or officer is liable for gross negligence or similar misconduct in the performance of his duties. Such right of indemnification shall not be deemed exclusive of any other rights to which such Director or officer may be entitled. None of the provisions hereof shall be construed as a limitation upon the right of the Company to exercise its general power to enter into a contract or undertaking of indemnity with or for the benefit, of any Director or officer in any proper case not provided for herein.
84. No Director or officer of the Company shall be liable for the acts, neglects or defaults of any other Director or officer, or for joining in any receipt or other act for conformity or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for the loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects shall be deposited, or for any loss occasioned by an error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of

his office or in relation thereto, unless the same happen through his own dishonesty, or unless it is otherwise provided in a contract of service with such Director or officer.

**NAMES. ADDRESSES AND OCCUPATIONS OF SUBSCRIBERS**

<b>Subscribers</b>	<b>Occupation</b>	<b>Address</b>
<hr/> Michael Mooney	<hr/> Executive	<hr/> 1910. 10303 Jasper Ave Edmonton T5J 3N6
<hr/> Michael Dutczak	<hr/> Executive	<hr/> 1910. 10303 Jasper Ave Edmonton T5J 3N6
<hr/> R. Brian Hodgson	<hr/> Executive	<hr/> 800, 839 - 5 Ave S.W. Calgary T2P 3C8

DATED at the City of Edmonton, in the Province of Alberta, this \_\_\_\_\_ day of \_\_\_\_\_  
A.D. 1990.

---

Witness to the signatures  
of Michael Mooney and  
Michael Dutczak

---

Witness to the signature  
of R. Brian Hodgson



**EXHIBIT 1**  
**TO THE ARTICLES OF ASSOCIATION OF**  
**WHITEMUD HILLS HOMEOWNERS ASSOCIATION**

**SUBDIVISION LANDS**

1. PLAN 902 1645  
BLOCK 136  
LOTS A, 1 THROUGH 24 INCLUSIVE, 26 THROUGH 43 INCLUSIVE AND 45  
THROUGH 57 INCLUSIVE  
  
EXCEPTING THEREOUT ALL MINES AND MINERALS
2. PLAN 902 1645  
BLOCK 137  
LOTS 1 THROUGH 39 INCLUSIVE  
  
EXCEPTING THEREOUT ALL MINES AND MINERALS
3. THE NORTH HALF OF SECTION TWO (2)  
  
TOWNSHIP FIFTY TWO (52)  
RANGE TWENTY FIVE (25)  
WEST OF THE FOURTH MERIDIAN, CONTAINING 64.7 HECTARES (160  
ACRES) MORE OR LESS EXCEPTING THEREOUT:
  - a) ALL THAT PORTION REQUIRED FOR POWER LINE RIGHT OF WAY AS SHOWN  
COLORED PINK ON FILED PLAN 1225 K.S. CONTAINING 4.92 HECTARES  
(12.15) ACRES MORE OR LESS
  - b) 8.54 HECTARES (21.10 ACRES) MORE OR LESS AS SHOWN ON RIGHT OF WAY  
PLAN 812 1491 (NOW UNDER ROAD PLAN 832-2081)
  - c) 0.775 HECTARES (1.92 ACRES) MORE OR LESS SUBDIVIDED UNDER PLAN  
8421982.
  - d) 24.23 HECTARES (59.87 ACRES) MORE OR LESS SUBDIVIDED UNDER PLAN  
8921436.
  - e) 0.018 HECTARES (0.04 ACRES) MORE OR LESS FOR ROAD PLAN 8921563.
  - f) 0.79 HECTARES (1.95 ACRES) MORE OR LESS FOR PLAN 8923294.
  - g) PLAN 902 1645  
BLOCK 136

LOTS A, 1 THROUGH 24 INCLUSIVE, 26 THROUGH 43 INCLUSIVE AND  
45 THROUGH 57 INCLUSIVE

h) PLAN 902 1645

BLOCK 137

LOTS 1 THROUGH 39 INCLUSIVE

EXCEPTING THEREOUT ALL MINES AND MINERALS

## **SCHEDULE "D"**

### **WHITEMUD HILLS ENCUMBRANCE**

To secure an annual rent charge of THREE HUNDRED (\$300.00) DOLLARS

Pursuant to the Land Titles Act:

CARMA DEVELOPERS LTD., a body corporate with an office at #1910, 10303 Jasper Avenue, Edmonton, Alberta, T5J 3N6, as Encumbrancer (hereinafter called the "Owner") being registered as owner of an estate in fee simple in possession, subject however, to such encumbrances, liens, and interests as are notified by memorandum endorsed hereon or expressed or implied in the existing certificate(s) of title of that land situate in the Province of Alberta, Canada, being composed of:

[Legal Description of residential lots  
(including any rental projects)]  
EXCEPTING THEREOUT ALL MINES AND MINERALS

(each lot being hereinafter called a "Lot" and collectively called the "Lots"), and desiring to render each of the Lots available for the purpose of securing the rent charge hereinafter mentioned to and for the benefit of Whitemud Hills Homeowners Association (hereinafter called the "Association"), as Encumbrancee, who is or will become owner of the facilities (hereinafter called the "Facilities") located nearby the Lands and who will hold such Facilities partially for the benefit of the Lands, do hereby encumber each Lot for the benefit of the Association with the annual rent charge of THREE HUNDRED (\$300.00) DOLLARS for each twelve (12) consecutive months commencing the 1st day of January, 1993 to be paid to the Association in lawful money of Canada, at the Association's office at Suite 1910, 10303 Jasper Avenue (or such other place in the said City as the Association may from time to time or at any time designate in writing) on or before the 1st day of January in each and every year thereafter.

And in consideration of the Owner's covenants hereinafter set out, the Association hereby covenants and agrees with the Owner and with the mortgagees registered against the certificate of title to the Lots:

- a) that this encumbrance and the rent charge secured hereby are subordinate to and are hereby postponed to each and every mortgage and every other security and to each and every advance made thereunder, whenever and however granted. where such mortgagee or the holder of such other security was at the time of granting or making thereof or at any time prior thereto, a holder of a security that was granted

or made pursuant to the National Housing Act (Canada) or any act passed or enacted in amendment thereof or substitution therefore or otherwise, and whenever requested so to do, the Association shall, without delay, execute and deliver to such mortgagee a postponement of this encumbrance to such mortgage or other security in the form prescribed by the Land Titles Act (Alberta) or any other act passed or enacted in amendment thereof or substitution therefore; and

- b) that the obligation to pay the said rent charge shall be and is hereby suspended and the amount thereof shall abate for such period or periods as the particular Lot may be owned by such lender or by such approved lender or by Canada Mortgage and Housing Corporation pursuant to a claim against it under a mortgage insurance policy issued under the National Housing Act (Canada) or any act passed or enacted in amendment thereto or substitution therefore.

And the Owner does hereby covenant, acknowledge and agree that:

1. The true consideration for the granting of this Encumbrance and for the covenant to pay the rent charge hereby secured is the sale by the previous registered owner of the Lots to the Owner or the payment by the Association to the Owner of One (\$1.00) Dollar and other good and valuable consideration (the receipt or sufficiency of which by the Owner being hereby acknowledged);
2. The Owner shall pay the said rent charge at the times and place hereinbefore set forth without deduction or defalcation; and that any amount in default shall bear interest at the rate of five (5%) percent per annum in excess of the prime rate of interest charged by The Toronto-Dominion Bank and being a variable per annum reference rate of interest (as announced and adjusted by The Toronto-Dominion Bank from time to time) for loans made by The Toronto-Dominion Bank in Canada in Canadian dollars, calculated yearly not in advance and payment of such rent charge and such interest is secured by these presents;
3. The Association shall be entitled to and is hereby granted the right of distress together with all powers and remedies of an Encumbrancee under the Land Titles Act (Alberta);
4. Any discretion, option, decision or opinion hereunder on the part of the Association shall be sufficiently exercised or formed if exercised or formed by or subsequently ratified by the manager, acting manager or an executive officer of the Association or any officer or agent appointed by the Association for such purpose;

5. Any notice to be given by the Association to the Owner may either be delivered to the Owner's address or be forwarded by ordinary mail addressed to the Owner at the civic address of said Land or to the last post office address of the Owner known to the Association and shall be deemed to have been received by the Owner when delivered or three (3) business days following the letter being deposited, postage prepaid, in a post office;
6. If any provision of this Encumbrance shall be determined by a Court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Encumbrance shall not be affected thereby and each provision hereof shall be enforced to the fullest extent permitted by law;
7. All legal costs, as between a solicitor and his own client, and taxable court costs, incurred in respect to the enforcement of this Encumbrance are secured hereby, and shall constitute a charge on the lots;
8. The words in the hereinbefore contained covenants, provisos, conditions and agreements referring to the Owner which import the singular number shall be read and construed as applied to each and every Owner male or female and to his or her executors, administrators and assigns, and in the case of a corporation, to such corporation and its successors and assigns, and that in case of more than one Owner, the said covenants, provisos, conditions and agreements shall be construed and held to be several as well as joint; and
9. These presents shall ensure to the benefit of the Association its successors and assigns and shall be binding upon the Owner and the Owner's assigns and successors in title, PROVIDED HOWEVER that on conveyance of its interest in any of the Lots, provided it is not in default of these presents as regards any such lots, the Owner without any further written agreement, shall be freed and released of liability under its covenants and obligations contained herein.

IN WITNESS WHEREOF the Owner has subscribed affixed the Owner's seal and delivered these presents as the Owner's deed, this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

CARMA DEVELOPERS LTD.

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

Per: \_\_\_\_\_(c/s)

## **SCHEDULE "E"**

### **RESTRICTIVE COVENANT**

#### **WHITEMUD HILLS**

- A. CARMA DEVELOPERS LTD. ("Carma") is the owner of the lands described in Exhibit 1 hereto;
  - B. Carma has covenanted to transfer the Dominant Lands (so described in Exhibit 1) to Whitemud Hills Homeowners Association;
  - C. In order to preserve the integrity of the development of the lands, Carma has represented to the public that there may only be constructed on the lands, dwellings which conform to proper architectural and development guidelines;
  - D. Following completion of construction of the first dwelling on each and every lot in the Servient Lands, Carma intends that changes to dwellings and appurtenances be controlled.
1. NOW THEREFORE Carma annexes to the Servient Lands (so described in Exhibit 1 hereto) and each and every portion thereof, in respect of construction thereon, for the benefit of the Dominant Lands (so described on Exhibit 1) enforceable by the successors in title thereof to Carma, the following restrictions:
- 1.1. Subject to Article 2 hereof, no changes may be made to any fencing;
  - 1.2. Subject to Article 2 hereof, no changes may be made to the exterior finishing of any dwelling;
  - 1.3. Subject to Article 2 hereof no changes may be made to the exterior structure of any dwelling;

following completion thereof as determined by Carma.

- 2. Notwithstanding Article 1, any owner of a lot in the Servient Lands described in Exhibit 1 may make changes if such changes are first approved in writing by the then registered owner of the Dominant Lands or any entity or person duly appointed thereby, which approval may be unreasonably or arbitrarily withheld.
- 3. The registered owner of the Dominant Lands shall provide, within a reasonable time, upon written request served upon it, to anyone having a bona fide interest in any lot in the Servient Lands, a letter indicating whether or not any changes have been authorized.

4. The said covenants and conditions shall be personally binding upon or enure to the benefit of Carma or its respective Successor or successors in title but only while and so long as it or they remain the registered or beneficial owner or owners of any of the lots in the Servient lands and then only in respect of such 10th as are owned by it or them, in as much as the said covenants shall be construed and shall be covenants running with the land burdening the Servient lands for the benefit of the Dominant lands and shall be enforceable by the owner(s) from time to time of the Dominant lands or any portion(s) thereof.

IN WITNESS WHEREOF this Agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_.

CARMA DEVELOPERS LTD.

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

Per: \_\_\_\_\_(c/s)

## **SCHEDULE "F"**

### **RESTRICTIVE COVENANT AND EASEMENT**

THIS AGREEMENT MADE THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 199\_\_\_\_\_.

BETWEEN

CARMA DEVELOPERS LTD. ("Carma"), a body corporate with an office at Suite 1910, 10303 Jasper Avenue, Edmonton, Alberta, T5J 3N6 (the "Grantor")

OF THE FIRST PART

- and -

CARMA DEVELOPERS LTD., a body corporate with an office at Suite 1910, 10303 Jasper Avenue, Edmonton, Alberta T5J 3N6 (the "Grantee")

OF THE SECOND PART

WHEREAS:

- A. The Grantor is or is entitled to be the registered owner of an estate in fee simple of and in:

[Those lots abutting entrance features, neighbourhood perimeter walls, etc.]

(The "Servient Lands")

- B. The Grantee is the registered owner of an estate in fee simple of and in:

(the "Dominant Lands")

- C. Section 71(1) of The Land Titles Act, R.S.A. 1980, Chapter L-5 reads as follows:

"71(1) An owner may grant to himself an easement or restrictive covenant for the benefit of land which he owns and against land which he owns and the easement or restrictive covenant may be registered under this Act."



- D. Carma is constructing on the Servient lands a concrete entrance feature and neighbourhood perimeter wall to enhance the appearance and use of the Servient lands to the benefit of the Dominant lands.
- E. The parties are desirous of annexing to the Servient lands as a burden upon and as conditions and covenants running with the Servient lands for the purpose of enhancing the use of, and to the benefit of the Dominant Lands, the hereinafter stated stipulations, restrictions and provisions.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Grantor for the benefit and protection of the Dominant Lands or any part or parts thereof and in consideration of the sum of TEN DOLLARS (\$10.00) now paid by the Grantee to the Grantor (the receipt of which sum is hereby acknowledged by the Grantor) does for itself and its successors in title to the Servient Lands covenant and agree for itself and its successors in title to the Servient Lands to observe and be bound by the hereinafter mentioned covenants as the same affect the Servient Lands provided that the said covenants shall be personally binding upon the Grantor and its respective successors in title and assigns only while and so long as they remain the owner or owners of any part of the Servient Lands and then only in respect of such portion of the Servient Lands which may be so affected by any such covenants and as is owned by them or anyone or more of them, inasmuch as the said covenants shall be construed and shall be covenants running with the land and shall be appurtenant thereto for the benefit of and may be enforced by the Grantee and all of the owners of the Dominant Lands from time to time, namely:

1. COVENANTS AFFECTING THE SERVIENT LANDS

1.1. The owner or owners from time to time of the Servient Lands:

- a) will not remove from the Servient lands or otherwise alter the concrete entrance feature and neighbourhood perimeter wall which is being constructed on the most north-easterly 3.5 meters in perpendicular width throughout of the Servient Lands all as more particularly shown on the sketch plan attached hereto as Exhibit 1; and
- b) will not construct or place or suffer or permit to be constructed or placed on, the Servient lands any additional fencing or other improvement which impairs the visibility of the concrete entrance feature and perimeter wall from the public roadways abutting the Servient lands.

1.2. The cost and expense of maintaining, repairing or rebuilding the concrete entrance feature and neighbourhood perimeter wall located upon the Servient

Lands shall be borne by the Grantee or the then owner of the Dominant Lands, except in the event that such repairing or rebuilding shall be required as a result of the wrongful or negligent action of the Grantor, or its successors, assigns, agents, employees and contractors, in which event the cost of the repairing or rebuilding shall be at the sole expense of the Grantor. All repairs and maintenance to the concrete entrance feature and neighbourhood perimeter wall shall be done by the person responsible to do the repairs or maintenance within a reasonable period of time from the date upon which the repairs or maintenance became necessary.

- 1.3. The owner or owners from time to time of the Servient Lands hereby grant to the Grantee its servants and agents, an irrevocable right of access, licence and easement to enter upon the Servient lands for the purpose of maintaining and repairing the concrete entrance feature and neighbourhood perimeter wall located thereon pursuant to article 1.2 hereof, provided that the Grantee pays reasonable compensation to the then owner of the Servient lands for any damage occasioned thereby.

## 2. GENERAL PROVISIONS

- 2.1. The covenants and restrictions contained in articles 1 and 2 hereof shall bind the Servient lands from the date hereof for so long as the Dominant lands shall require same.
- 2.2. Whenever the singular or masculine pronouns are used throughout this agreement, the same shall be construed as being the plural, the feminine or neuter where the context of the parties so require.
- 2.3. If one or more of the foregoing provisions shall at any time be held by any court of competent jurisdiction to be invalid or unenforceable in whole or in part, then such provision(s) shall be severable to those remaining and such severance shall in no manner prejudice the effect or the enforceability of the covenants remaining in accordance with the intent of this deed.
- 2.4. The covenants herein contained are and shall be of the same force and effect to all intents and purposes as covenants running with the Servient Lands and the Dominant lands and:
  - a) shall be binding upon and enure to the benefit of the Grantor and its successors in title to the Servient Lands only and while and to the extent

that the Grantor or its successors in title remain as registered owner of the Servient Lands from time to time; and

- b) shall be binding upon and enure to the benefit of the Grantee and its respective successors in title to the Dominant Lands only and while and to the extent that the Grantee or its successors in title as the case may be, remain as registered owner of the Dominant Lands from time to time.

IN WITNESS WHEREOF (each of) the undersigned has executed these presents as of the day and year first above written.

CARMA DEVELOPERS LTD.

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

Per: \_\_\_\_\_(c/s)

## GUIDELINES

SUB DIVISION: WHITEMUD HILLS

STAGE 2B

Architectural guidelines are in addition to the building by-laws established by the City of Edmonton.

Minimum unit sizes (above grade) are as follows:

Bungalow - 1,550 square feet

1½ or 2 Storey - 1,800 square feet

Multi level - 1,550 square feet

Minimum house width (excluding offsetting of garage) is to be 38 feet. Offsetting of the garage (if physically possible) is encouraged to encompass more of the total building pocket width.

All homes must be provided with at least a double attached side by side garage constructed concurrently with the home utilizing the same materials as the home.

Garage doors are to be painted, stained wood or metal raised panel doors.

Special treatment is required to reduce the impact of the area above the garage door if it exceeds 2 feet to the eave line.

Driveway locations are to be in accordance with the driveway location plan.

All driveways and front walks are to be constructed of concrete with brick pavers or paving stones.

Designs with approximately identical house elevations may not be repeated more than every fourth house on either side of the street.

Bungalows are preferred on corner lots. All model types will be considered providing front street elevations have been selected to be used on both streets. Principal roof planes must slope towards both street frontages.

High visibility rear elevations must receive treatments similar to front street elevations.

Lots designated as type "W" must have houses with walkout basements in the rear. The exposed basement must incorporate large windows and architectural detailing to reduce large expanses of flat blank vertical wall.

The rear house elevations for houses with walkout basements should be designed to avoid a continuous 3 storey rear wall elevation.

Sloped roofs are restricted to 5 in 12 minimum and to 10 in 12 maximum.

Building massing and siting may be adjusted on a lot to lot basis to enhance the streetscape.

Roof materials must be one of untreated cedar or pine shakes or shingles, metal shakes or shingles, or concrete or clay roof tiles (Unicrete or equivalent colour 200 or 1,000 series).

Allowable siding materials include stone, brick, stucco, double 4 or 5 aluminum or vinyl siding.

All masonry and trim details must return a minimum of 2 feet around corners. Stone must be stacked.

Chimneys must be finished consistent with the exterior of the house. Chimney caps are to incorporate corbelled detailing with a minimum 2" x 141' and 2- x 4" raised bands.

If stack is visible from streets or public adjacency it must be boxed in with corbelling detail.

Eavestroughs are to be concealed or painted to match the fascia.

Overhangs are to be a minimum of 2' on upper levels and 1'6" on lower levels. Overhangs on front bays are to be a minimum of 1'. Overhangs on cantilevers are to be a minimum of 6".

Fascia width is to be a minimum of 10".

Soffits and fascia may be prefinished metal or wood with colour matching either the house colour or trim colour.

Window and corner trim boards are encouraged.

Belly boards or stucco bands are to be a minimum of 10".

When used stucco must be a sand float or California style finish with strong detailed massing elements.

Colour schemes will be approved on a lot by lot basis. Bright or dark colours are not permitted.

All entry steps are to be a maximum of three risers per set.

Line of parging must not exceed 2'.

Mailboxes and house numbers are to be installed for each house.

Grading of the lot must be in strict conformance with the grading plan approved by the City of Edmonton.

Retaining walls are the responsibility of the property owner and must be approved by Carma Developers Ltd.

Fencing is to be constructed in accordance with the fencing design established for the community.

Exterior lighting Incorporating one front yard light with a minimum width light stand of 18" is encouraged. Finishing material and colour is to be consistent with that of the house.

## ARCHITECTURAL GUIDELINES

SUBDIVISION: WHITEMUD HILLS

Stage: 2C Lots 139-171, Block 140

Copy dated: August 18, 1994

Architectural Guidelines are in addition to the building by-laws established by the City of Edmonton.

The minimum unit sizes (calculated above grade) are as follows:

Bungalow /Bilevel	1200 Square feet
1½ Storey	1600 Square Feet
2 Storey	1700 Square Feet
Split Level	1200 Square Feet

Houses are to have a consistency of apparent volume. As such, house widths must relate logically and proportionately to the lot width and adjacent houses.

Building massing, siting and style may be adjusted on a lot to basis to enhance the streetscape.

At minimum all homes must be provided with a double attached side by side garage, constructed concurrently with the home. Garage location must be in accordance with the garage location plan. Garage doors are to be wood or steel sectional with raised panels. The height between garage overhead doors and the eaves should be kept to 2'0". Where the design exceeds 2', special treatment is required. All driveways and front walkways are to be constructed or concrete or paving stones.

Grading of the lot must be in strict conformance with the grading plan approved by the City of Edmonton.

Retaining walls are the responsibility of the property owner and must not compromise the design grade or drainage of the lot.

Front entry steps are to be a maximum of four risers per set. Where the grade elevation calls for more than four risers, the run must be split.

Line of parging must not exceed 2' 6" on all elevations.

Attention to detail and architectural elements on exterior elevations are requirements on all homes. These elements may include but are not restricted to such elements as muntin bars, window trim boards, shutters, brick, built-up banding details, the use of feature

windows, etc. Approval of exterior elevations will be at the sole discretion of Carma or its Designated Consultant.

Designs with approximately identical elevations may not be repeated more than every third house or directly across the street.

Corner lot houses require special design consideration because of their profile. Flanking side elevations on corner lots should have front elevation treatment. The use of detailing, roofs sloping towards view and avoidance of blank wall planes will satisfy this requirement. Bungalows are the preferred model for siting on corner lots, however, all model types will be reviewed in consideration of the preceding.

High visibility rear/side elevations must incorporate detailing treatment similar to the front elevation.

Lots designated as Type "W" must have houses with walk-out basements at the rear. The exposed foundation must incorporate large windows and architectural detailing to reduce large expanses or blank wall planes. The rear elevation of these homes must also be designed to avoid a continuous three storey appearance.

Roofs are restricted to slopes of 5 in 12 minimum and 10 in 12 maximum.

Roof materials must be untreated cedar or pine shakes or clay tile (Unicrete 200 or 1000 series or equivalent).

Allowable cladding materials include:

- Stone or brick in stacked application
- Aluminum or vinyl siding, double 4 or 5 in horizontal application
- Stucco, sand float, California finish

All trim and masonry details must be returned a minimum of 2' 0" around corners.

Chimney must be finished consistent with the home exterior. Chase to incorporate corbelling detail with a minimum of 2x10 and 2x4 raised bands. If furnace flue is visible from street or public adjacency, it must be boxed in with a corbelling detail.

Roof overhangings are to be a minimum of 1' 6".

Overhangings on bays or boxouts must be a minimum of 12".

Fascia width is to be a minimum of 6". Eavestroughs must be painted to match fascia or concealed. Soffit and fascia may be wood or prefinished metal in a single colour compatible with the house exterior.

Belly boards or stucco bands are to be a minimum 10". Window trim boards are to be a minimum of 6", although use of 8" is encouraged.

Colour schemes will be approved on a lot by lot basis. Bright and dark colours are not permitted.

A mailbox and 5" address numbers must be installed for each house.

Fencing is to be constructed in accordance with the fencing design and colour as established for the community.

The information contained herein is intended as a guide. Carma and its Designated Consultant make no representations or warranties as to the accuracy or completeness of this information. The enforcement of these guidelines and interpretation of same shall be at the sole discretion of the Developer. Carma Developers Ltd. reserves the right to revise the guidelines without notice or precedence.



## ARCHITECTURAL GUIDELINES

SUBDIVISION: WHITEMUD HILLS

Stage: 2C

Lots 172-180, Block 140

Lots 59-69, Block 136

Lots 17-29, Block 139

Lots 27-30, Block 138

Copy dated: August 18, 1994.

Architectural Guidelines are in addition to the building by-laws established by the City of Edmonton.

The minimum unit sizes (calculated above grade) are as follows:

Bungalow /Bilevel	1500 Square feet
1½ Storey	1800 Square Feet
2 Storey	1800 Square Feet
Split Level	1500 Square Feet

Houses are to have a consistency of apparent volume. As such, house widths must relate logically and proportionately to the lot width and adjacent houses.

Building massing, siting and style may be adjusted on a lot to basis to enhance the streetscape.

At minimum, all homes must be provided with a double attached side by side garage, constructed concurrently with the home. Garage location must be in accordance with the garage location plan. Garage doors are to be wood or steel sectional with raised panels.

The height between garage overhead doors and the eave line should be kept to 2'0". Where the design exceeds 2', special treatment is required. All driveways and front walkways are to be constructed of concrete with brick pave edge or paving stones. Exposed aggregate may be used without edge trim.

Grading of the lot must be in strict conformance with the grading plan approved by the City of Edmonton.

Retaining walls are the responsibility of the property owner and must be approved by Carma Developers Ltd. prior to construction.

Front entry steps are to be a maximum of three risers per set. Where the grade elevation calls for more than three risers, the run must be split.

Line of parging must not exceed 2' on all elevations.

Attention to detail and architectural elements on exterior elevations are requirements on all homes. These elements may include but are not restricted to such elements as: muntin bars, window trim boards, shutters, brick, built-up banding details, the use of feature

windows, etc. Approval of exterior elevations will be at the sole discretion of Carma or its Designated Consultant.

Designs with approximately identical elevations may not be repeated more than every fourth house on either side of the street.

Corner lot houses require special design consideration because of their profile. Flanking side elevations on Corner lots should have front elevation treatment. The use of detailing, roofs sloping towards view and avoidance of blank wall planes will satisfy this requirement.

Bungalows are the preferred model for siting on corner lots; however, all model types will be reviewed in consideration of the preceding.

High visibility rear/side elevations must incorporate detailing treatment similar to the front elevation.

Lots designated as Type "W" must have houses with walk-out basements at the rear. The exposed foundation must incorporate large windows and architectural detailing to reduce large expanses of blank wall planes. The rear elevation of these homes must also be designed to avoid a continuous three storey appearance.

Roofs are restricted to slopes of 5 in 12 minimum and 10 in 12 maximum.

Roof materials must be untreated pine or cedar shakes or clay tile (Unicrete 200 or 1,000 series or equivalent).

Allowable cladding materials include:

Stone or brick in stacked application

Aluminum or vinyl siding, double 4 or 5 in horizontal application

Stucco, sand float, California finish

All trim and masonry details must be returned a minimum of 2' around corners.

Chimneys must be finished consistent with the home exterior. Chase to incorporate corbelling detail with a minimum of 2x10 and 2x4 raised bands. If furnace flue is visible from street or public adjacency, it must be boxed in with a corbelling detail.

Roof overhangings are to be a minimum of 2' on lower levels and 1'6" on upper.

Overhangings on bays or boxouts must be a minimum of 12". Fascia width is to be a minimum of 10". Eavestroughs must be painted to match fascia or concealed. Soffit and fascia may be wood or pre finished metal in a single colour compatible with the house exterior.

Belly boards or stucco bands are to be a minimum 10". Window trim boards are to be a minimum of 6", although use of 8" is encouraged.

Colour Schemes will be approved on a lot by lot basis. Bright and dark colours are not permitted.

A mailbox and 5" address numbers must be installed for each house.

Fencing is to be constructed in accordance with the fencing design and colour as established for the community.

The information contained herein is intended as a guide. Carma and its Designated Consultant make no representations or warranties as to the accuracy or completeness of this information. Role enforcement of these guidelines and interpretation of same shall be at the sole discretion of the Developer. Carma Developers Ltd. reserves the right to revise the guidelines without notice or precedence.

## **ARCHITECTURAL GUIDELINES**

SUBDIVISION: WHITEMUD HILLS

PHASE 4 and 2A

Carma Developers Ltd. has developed building design guidelines to ensure an attractive and cohesive attractive appearance to the homes in Whitemud Hills.

Architectural Guidelines are in addition to the building by-laws established by the City of Edmonton.

### **SITE**

Setbacks: Minimum setbacks must conform to those established by the City of Edmonton.

Side yards: 20% of lot width with a minimum of 1.2m (3.95 ft.) on one side.

Flanking side on a corner lot: 20% of lot width to a maximum of 4.5 m (14.8 ft.)

Rear yard: 7.5 m (24.6 ft.)

Front yard: 6.0 m (19.7 ft.)

Site coverage: maximum 40%

### **UNIT SIZES**

Minimum unit sizes are as follows:

Bungalow: 1650 sq. ft.

Multilevel (excluding walk-out basement level): 1800 sq. ft.

### **UNIT REPETITION**

Designs with approximately identical house elevations may not be repeated more often than every fifth house on either side of the street.

### **MASSING**

Roofs are restricted to slopes of 5 in 12 minimum and 10 in 12 maximum.

House type, site, and position will be controlled to ensure compatibility with adjacent houses.

Bungalows are the preferred on corner lots. All model types will be considered provided full front street elevations have been selected to be used on both streets. Principal roof planes must slope toward both street frontages.

High visibility rear elevations must receive treatment similar to front street elevations.

### **MATERIALS**

Allowable siding materials include cedar, stone and brick, stucco, double 4 or 5 aluminum or vinyl siding.

All masonry must return a minimum of 2' around corners. Stone must be stacked, not flat.

Roof materials must be either cedar or pine shakes or shingles, metal shakes or shingles, or clay or concrete roof tiles.

### **Grading and Drainage**

Grading and drainage are to follow the land's natural slope and must be consistent with the subdivisions grading plan.

Retaining walls are the responsibility of the property owner and must be approved by Carma Developers Ltd.

### **Garages and Driveways**

All lots must be provided with at least a double attached side by side garage constructed concurrently with the house and utilizing the same materials as the house. Garage doors are to be painted, stained wood, or metal raised metal doors. Driveway locations are specified for each lot. All driveways and front walks must be constructed of concrete or paving stones. Asphalt driveways are not permitted.

Chimneys must be finished consistent with the home exterior. Chimney caps are to incorporate corbelling detail.

Eavestroughs are to be concealed or painted to match the house trim.

Overhangings are to be a minimum of 2' on lower levels and 1'6" on upper levels.

Soffits must be wood or pre finished metal.

Window and corner trim is encouraged. When used they should be a minimum of 6" on corners and 4" on windows. Belly boards or stucco bands are to be a minimum 10".

Facia boards must be 10" deep. Aluminum facia is permitted.

Stucco will be allowed but only with a sand float or California style finish and with strong detailed massing elements.

Colour schemes will be approved on a lot by lot basis.

Exterior lighting must incorporate one front yard light with a minimum width light stand of 18". Finishing materials and colour is to be consistent with the front of the house.

For additional information home builders are to refer to the detailed architectural guidelines as provided by Carma Developers Ltd.

## ARCHITECTURAL GUIDELINES

SUBDIVISION: WHITEMUD HILLS

Stage: 5(Lots 80-121)

Architectural Guidelines are in addition to the building by-laws established by the City of Edmonton.

The minimum unit sizes (calculated above grade) are as follows:

Bungalow /Bilevel	1300 Square feet
1½ or 2 Storey	1700 Square Feet
Multi Level	1300 Square Feet

Minimum house width (excluding offsetting of garage) is to be within 2 feet of the building pocket maximum. Offsetting of the garage (if physically possible) is required to encompass the total building pocket width.

All homes must be provided with at least a double attached side by side garage constructed concurrently with the home utilizing the same materials as the home.

Garage doors are to be painted, stained wood or metal raised panel doors.

Special treatment is required to reduce the impact of the area above the garage door if it exceeds 2 feet to the eave line.

Driveway locations are to be in accordance with the driveway location plan.

All driveways and front walks are to be constructed of concrete or paving stones.

Designs with approximately identical house elevations may not be repeated more than every fourth house on either side of the street.

Bungalows are preferred on corner lots. All model types will be considered providing front street elevations have been selected to be used on both streets. Principal roof planes must slope towards both street frontages.

High visibility rear elevations must receive treatments similar to front street elevations.

Lots designated as type "W" must have houses with walkout basements in the rear. The exposed basement must incorporate large windows and architectural detailing to reduce large expanses of blank vertical wall. The rear house elevations for houses with walkout basements should be designed to avoid a continuous 3 storey rear wall elevation.

Sloped roofs are restricted to 5 in 12 minimum and to 10 in 12 maximum.

Building massing and siting may be adjusted on a lot to lot basis to enhance the streetscape.

Roof materials must be one of cedar or pine shakes or shingles, metal shakes or shingles, or concrete or clay roof tiles (Unicrete or equivalent colour 200 or 1,000 series).

Allowable siding materials include stone and brick, stucco, double 4 or 5 aluminum or vinyl siding.

All masonry and trim details must return a minimum of 2 feet around comers. Stone must be stacked.

Chimneys must be finished consistent with the exterior of the house. Chimney caps are to incorporate corbelled detailing with a minimum 2" x 10" and 2" x 4" raised bands. If stack is visible from streets or public adjacency it must be boxed in with corbelling detail.

Eavestroughs are to be concealed or painted to match the fascia.

Overhangs are to be a minimum of 1'6". Overhangs on front bays are to be a minimum of 1'. Overhangs on cantilevers are to be a minimum of 6".

Fascia width is to be a minimum of 8". Soffits and fascia may be prefinished metal or wood with colour matching either the house colour or trim colour.

Window and corner trim boards are encouraged.

Belly boards or stucco bands are to be a minimum of 10".

When used stucco must be a sand float or California style finish with strong detailed massing elements.

Colour scheme will be approved on a lot by lot basis. Bright or dark colours are not permitted.

All entry steps are to be a maximum of three risers per set.

Line of parging must not exceed 2'6".

Mailboxes and house numbers are to be installed for each house.

Grading of the lot must be in strict conformance with the grading plan approved by the City of Edmonton.

Retaining walls are the responsibility of the property owner and must be approved by Carma Developers Ltd.

Fencing is to be constructed in accordance with the fencing design established for the community.

## ARCHITECTURAL GUIDELINES

SUBDIVISION: WHITEMUD HILLS

Stage: 6

Architectural Guidelines are in addition to the building by-laws established by the City of Edmonton.

The minimum unit sizes (calculated above grade) are as follows:

Bungalow /Bilevel	1050 Square feet
1½ or 2 Storey	1500 Square Feet
Multi Level	1050 Square Feet

Minimum house width (excluding offsetting of garage) is to be within 4 feet of the building pocket maximum. Offsetting of the garage (if physically possible) is encouraged to provide additional massing on the lot.

All homes must be provided with at least a double attached side by side garage constructed concurrently with the home utilizing the same materials as the home.

Garage doors are to be painted, stained wood or metal raised panel doors.

Special treatment is required to reduce the impact of the area above the garage door if it exceeds 2 feet to the eave line.

Driveway locations are to be in accordance with the driveway location plan.

All driveways and front walks are to be constructed of concrete or paving stones.

Designs with approximately identical house elevations may not be repeated more than every fourth house on either side of the street.

Bungalows are preferred on corner lots. All model types will be considered providing front street elevations have been selected to be used on both streets. Principal roof planes must slope towards both street frontages.

High visibility rear elevations must receive treatments similar to front street elevations.

Lots designated as type "W" must have houses with walkout basements in the rear. The exposed basement must incorporate large windows and architectural detailing to reduce large expanses of flat blank vertical wall.

All rear house elevations for houses with walkout basements should be designed to avoid a continuous 3 storey rear wall elevation.

Sloped roofs are restricted to 5 in 12 minimum and to 10 in 12 maximum.



Building massing and siting may be adjusted on a lot to lot basis to enhance the streetscape.

Roof materials must be one of untreated cedar or pine shakes or shingles, metal shakes or shingles or concrete or clay roof tile (Unicrete or equivalent colour 200 or 1,000 series).

Allowable siding materials include stone, brick, stucco, double 4 or 5 aluminum or vinyl siding.

All masonry and trim details must return a minimum of 2 feet around comers. Stone must be stacked.

Chimneys must be finished consistent with the exterior of the house. Chimney caps are to incorporate corbelled detailing with a minimum 2" x 10 and 2" x 4" raised bands. If stack is visible from streets or public adjacency it must be boxed in with corbelling detail.

Eavestroughs are to be concealed or painted to match the fascia.

Overhangs are to be a minimum of 1'6". Overhangs on front bays are to be a minimum of 1'. Overhangs on cantilevers are to be a minimum of 6".

Fascia width is to be a minimum of 6".

Soffits and fascia may be pre-finished metal or wood with colour matching either the house colour or trim colour.

Window and corner trim boards are encouraged.

Belly boards or stucco bands are to be a minimum of 10".

When used, stucco must be a sand float or California style finish with strong detailed massing elements.

Colour schemes will be approved on a lot by lot basis. Bright or dark colours are not permitted.

Line of parging must not exceed 2'6".

Mailboxes and house numbers are to be installed for each house.

Grading of the lot must be in strict conformance with the grading plan approved by the City of Edmonton.

Retaining walls are the responsibility of the property owner and must be approved by Carma Developers Ltd.

Fencing is to be constructed in accordance with the fencing colour and design established for the community.