

BURNHAM LAW GROUP

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

#101, 10309-98 Street Grande Prairie, AB T8V 2E7 T: (780) 539-3710 F: (780) 532-2788 File No. 26833 TJB/jc ATTN: TIMOTHY J. BURNHAM

Form 49 [Rule 13.19]

CELETICS STANDOR FILED Oct 11, 2023

Oct 11. 2023

by Emai

OF THE

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AFFIDAVIT OF JAMES HAMMOND

Sworn on September 27, 2023

I, James Hammond, of Grande Prairie Alberta, SWEAR AND SAY THAT:

- 1. I am the secretary for the Applicant, the Wedgewood Hamlet Homeowners Association (the "WHHA"), and I have personal knowledge of the matters deposed to in this Affidavit, except where stated to be based on information and belief, and where so stated I verily believe the same to be true.
- 2. The WHHA is an Alberta Society made up of the homeowners of the Wedgwood Subdivision in the County of Grande Prairie No. 1 ("Wedgewood"). Attached hereto and marked as Exhibit "A" to this my Affidavit is a copy of the Corporation/Non-Profit Search for the WHHA.
- 3. During the development of Wedgewood, various restrictive covenants were registered against the lots within Wedgewood to establish certain architectural and design standards to maintain the general character of the community, namely:

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- a. Restrictive Covenant 152 159 093;
- B. Restrictive Covenant 942 275 087;

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- c. Restrictive Covenant 972 145 018;
- d. Restrictive Covenant 922 221 745;
- e. Restrictive Covenant 892 341 666;
- f. Restrictive Covenant 892 176 032;
- g. Restrictive Covenant 902 086 921;
- h. Restrictive Covenant 982 087 948;
- i. Restrictive Covenant 982 181 128;
- j. Restrictive Covenant 002 227 758;
- k. Restrictive Covenant 992 245 954; and
- I. Restrictive Covenant 012 356 900.

(collectively, the "Restrictive Covenants")

- 4. The Restrictive Covenants are attached hereto and marked as Exhibits "B" through "M" respectively.
- 5. In February 2023 I did cause my counsel to conduct searches with the Land Titles Office to determine the addresses of the registered owners of the lands identified as benefitting from the Restrictive Covenants (the "Affected Landowners"). A copy of the results of the search, which has been redacted for privacy purposes, is attached hereto and marked as Exhibit "N".
- 6. The Restrictive Covenants contain, in part, restrictions concerning the roofing materials that are permitted within Wedgewood, and depending on the specific restrictive Covenant, include one or the other of the following provisions:
 - a. "Only cedar shakes, cedar shingles, pine shakes, pine shingles or clay tiles shall be utilized as roof covering on the residence and garage."; or
 - b. "Only cedar shakes, cedar shingles, or clay tiles shall be utilized as roof covering on the residence and garage. For the initial residence to be constructed on the lands Wedgewood Developments Ltd. may approve an acceptable alternative product for roofing material other than asphalt shingles."

(collectively the "Roofing Material Clauses")

7. The following table sets out the Roofing Material Clauses in each restrictive covenant:

Restrictive Covenant Registration No.	Clause	Language
152 159 093	Schedule "B", Paragraph 5	5. Only cedar shakes, cedar shingles, pine shakes, pine shingles or clay tiles shall be utilized as roof covering on the residence and garage.
942 275 087	Schedule "C", Paragraph 5	5. Only cedar shakes, cedar shingles, pine shakes, pine shingles or clay tiles shall be utilized as roof covering on the residence and garage.

972 145 018	Schedule "B", Paragraph 5	5. Only cedar shakes, cedar shingles, pine shakes, pine shingles or clay tiles shall be utilized as roof covering on the residence and garage.
922 221 745	Schedule "B", Paragraph 5	5. Only cedar shakes, cedar shingles, pine shakes, pine shingles or clay tiles shall be utilized as roof covering on the residence and garage.
892 341 666	Schedule "B", Paragraph 5	5. Only cedar shakes, cedar shingles, pine shakes, pine shingles or clay tiles shall be utilized as roof covering on the residence and garage.
892 176 032	Schedule "B", Paragraph 5	5. Only cedar shakes, cedar shingles, pine shakes, pine shingles or clay tiles shall be utilized as roof covering on the residence and garage.
902 086 921	Schedule "B", Paragraph 5	5. Only cedar shakes, cedar shingles, pine shakes, pine shingles or clay tiles shall be utilized as roof covering on the residence and garage.
982 087 948	Schedule "C", Paragraph 5	5. Only cedar shakes, cedar shingles, or clay tiles shall be utilized as roof covering on the residence and garage. For the initial residence to be constructed on the lands Wedgewood Developments Ltd. may approve an acceptable alternative product for roofing material other than asphalt shingles.
982 181 128	Schedule "C", Paragraph 5	5. Only cedar shakes, cedar shingles, or clay tiles shall be utilized as roof covering on the residence and garage. For the initial residence to be constructed on the lands Wedgewood Developments Ltd. may approve an acceptable alternative product for roofing material other than asphalt shingles.
002 227 758	Schedule "C", Paragraph 5	5. Only cedar shakes, cedar shingles, or clay tiles shall be utilized as roof covering on the residence and garage. For the initial residence to be constructed on the lands Wedgewood Developments Ltd. may approve an acceptable alternative product for roofing material other than asphalt shingles.
992 245 954	Schedule "C", Paragraph 5	5. Only cedar shakes, cedar shingles, or clay tiles shall be utilized as roof covering on the residence and garage. For the initial residence to be constructed on the lands Wedgewood Developments Ltd. may approve an acceptable alternative product for roofing material other than asphalt shingles.
012 356 900	Schedule "C", Paragraph 5	5. Only cedar shakes, cedar shingles, or clay tiles shall be utilized as roof covering on the residence and garage. For the initial residence to be constructed on the lands Wedgewood Developments Ltd. may approve an acceptable alternative product for roofing material other than asphalt shingles.

- 8. The WHHA has taken note of the increase in forest fires in Alberta and British Columbia in recent years, and including the recent forest fires that threatened homes in the County of Grande Prairie No. 1, and notes the continuing risk of forest fires in the area immediately surrounding Wedgewood.
- 9. The WHHA has consulted with many of the homeowners within Wedgwood by doing the following:
 - a. Posting information on our Facebook page regarding modifying the Restrictive Covenants to permit firerated roofing materials to be used within Wedgewood;
 - b. In person surveys with Affected Landowners within Wedgewood; and
 - c. A presentation at the June 2022 AGM to develop support for the plan to modify the Restrictive Covenants to permit fire-rated roofing materials to be used within Wedgewood.
- 10. In response to the feedback the WHHA has received from its members, it desires to modify the Restrictive Covenants to permit the use of fire-rated roofing materials to be utilized on homes in Wedgewood, provided that those materials have the appearance of clay tiles, wood shakes or wood shingles to preserve the architectural and design standards already in place and to maintain the general character of the community.
- 11. The WHHA proposes that all of the Restrictive Covenants be modified by modifying the Roofing Material Clause of each Restrictive Covenant with the following language:
 - a. "Only cedar shakes, cedar shingles, pine shakes, pine shingles, clay tiles, or Class A fire-rated roofing materials that have the appearance of clay tiles, wood shakes or wood shingles shall be utilized as roof covering on the residence and garage. Any roofing material that was compliant with the Restrictive Covenant, as it was written prior to this amendment, shall continue to be permitted. However, any changes to the roofing material shall be made in compliance with this clause."
- 12. The proposed modification to the Roofing Material Clauses of the Restrictive Covenants will be beneficial to the Affected Landowners, being the persons principally interested in the enforcement of the covenant, and the modification is in the public interest as it will materially reduce the risk of fire within Wedgwood from forest fires or from neighboring properties.
- 13. I make this Affidavit in support of the WHHA's application to modify the Restrictive Covenants, and for no other purpose.

SWORN (OR AFFIRMED) BEFORE ME at Grande Prairie, Alberta, this 27th day of September, 2023. Commissioner for Oaths in and for the Province of Alberta **TIMOTHY J. BURNHAM** Barrister & Solicitor (Print Name and Expiry/Lawyer/Student-At-Law)

(Signature)

(Print Name)

A Commissioner for Oaths in and for Alberta by virtue of being a Lawyer

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EXHIBIT "A"

This is Exhibit "A" referred to in the Affidavit of James Hammond Sworn before me this 27th day of September, 2023

A Commissioner for Oaths in and for Alberta

TIMOTHY J. BURNHAM Barrister & Solicitor

A Commissioner for Oaths in and for Alberta by virtue of being a Lawyer

Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search:2023/01/31Time of Search:12:25 PMSearch provided by:GUREVITCH BURNHAM LAW OFFICEService Request Number:39068138Customer Reference Number:

Corporate Access Number: 5022317050Business Number:Legal Entity Name:WEDGEWOOD HAMLET HOMEOWNERS ASSOCIATION

Legal Entity Status:StartLegal Entity Type:Alberta SocietyRegistration Date:2019/11/28 YYYY/MM/DDDate of Last Status Change:2023/01/02 YYYY/MM/DD

Registered Office:

Street:9306 WEDGEWOOD DRIVE NCity:GRANDE PRAIRIEProvince:ALBERTAPostal Code:T8W2G5

Other Information:

Outstanding Returns:

Annual returns are outstanding for the 2022, 2021, 2020 file year(s).

Fiscal Year End: 10/01 MM/DD

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2019/11/28	Incorporate Society
2023/01/02	Status Changed to Start for Failure to File Annual Returns

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Application	10000607130223973	2019/11/28
Bylaws	10000407130223974	2019/11/28
Notice of Address	10000107130223975	2019/11/28
Nuans	10000907130223976	2019/11/28

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



EXHIBIT "B"

This is Exhibit "B" referred to in the Affidavit of James Hammond Sworn before me this 27th day of September, 2023

A Commissioner for Oaths in and for Alberta

TIMOTHY J. BURNHAM Barrister & Solicitor

A Commissioner for Oaths in and for Alberta by virtue of being a Lawyer

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ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

152159093

ORDER NUMBER: 46445871

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

IN THE MATTER OF THE LAND TITLES ACT BEING CHAPTER L-5 OF THE STATUETS OF ALBERTA

AND IN THE MATTER OF A RESTRICTIVE COVENANT MADE PURSUANT TO SECTION 52 OF THE LAND TITLES ACT

RESTRICTIVE COVENANT

ROBERT TORRENCE RUSSELL and SHIRLEY LYNNE RUSSELL being the registered owners in fee simple of those parcels of land set forth in Schedule "A" annexed hereto and desiring to maintain the general character of the said lands by restricting the use thereof DO HEREBY declare, establish, impose and annex the restrictive covenants and conditions set forth in Schedule "B" annexed hereto which shall run with the lands and be legally annexed thereto and shall extend to, be binding upon and enure to the benefit of the undersigned, being the registered owners in fee simple of the lands and every purchaser or transferee of the undersigned, their respective heirs, administrators, executors, successors and assigns until the (date)

DATED at the City of Grande Prairie, in the Province of Alberta, this 2/ day of May, 2015.

Luna Mar

Witness

ober ence Russel

Shirley Lynne Russell

SCHEDULE "A"

PLAN 1522133 BLOCK 2 LOT 120 EXCEPTING THEREOUT ALL MINES AND MINERALS

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PLAN 1522133 BLOCK 2 LOT 121 EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1522133 BLOCK 2 LOT 122 EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1522133 BLOCK 1 LOT 131 EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1522133 BLOCK 1 LOT 132 EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1522133 BLOCK 1 LOT 133 EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE "B"

1. The said lands shall be used for the construction on each lot of a single detached dwelling only (hereafter referred to as "the residence") and no attached, semi-detached, duplex or apartment shall be constructed on any of the said lands.

2. Any residence shall be of new construction and shall have the approval of the appropriate government authority prior to the commencement of construction and, notwithstanding any building standards or regulations, all residential development shall be constructed to minimum living area as follows:

(a) Bungalow, bi-level and split level - 1,200 square feet;

(b) Two storey – 950 square feet for the main floor area with a total floor area of 1,600 square feet.

All areas in this clause may include outer walls but shall exclude any basement area, garages, porches, patio, deck or like structure.

3. All residences must have a double garage.

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4. No modular or mobile homes shall be parked or moved onto the said land.

5. Only cedar shakes, cedar shingles, pine shakes, pine shingles or clay tiles shall be utilized as roof covering on the residence and garage.

6. Only wood, aluminum or vinyl siding, stucco, brick, natural stone or cultured stone shall be utilized as exterior wall finishes. Each residence shall have a minimum of fifteen (15%) per cent brick work or stone work on the front façade, save in cases where there are significant other architectural features to the house to compensate and the use of façade material would detract from the overall effect.

7. All roof slopes shall have aluminum rise of five (5') feet for each twelve (12') feet of run, including garage.

8. Any fence erected on the lands shall be no more than six (6') feet in height and shall eiither be of chainlink construction or alternately of wooden construction following the general specifications set out in Appendix "A" hereto. Any fence of the rear yard along the back property line backing onto the Green Arear shall be of chainlink construction only, not greater than six (6') feet in height. No fence shall protrude or be constructed closer to the adjacent roadway than the front or side of the residence.

9. Concurrent with the construction of the dwelling, a concrete, cobblestone, interlocking brick, asphalt or other finished driveway beyond the gravel level shall be constructed.

10. Concurrent with the construction of the dwelling, an entry sidewalk from either the front street or driveway shall e constructed of material other than precast concrete slabs, wood or gravel.

11. Upon completion of construction of the dwelling three (3) trees shall be planted in each front yard. All evergreens shall be at least five (5') feet high and all deciduous trees shall be a minimum six of 2' diameter at the butt. Poplar, aspen and native willow shall not qualify as planted trees. If mature native evergreens already exist in the front yard of a size meeting the criteria aforesaid, this requirement shall abate to that extent. Trees not surviving a period of one year from planting shall be replaced within three months.

12. All front yards shall be seeded or sodded to lawngrass upon completion of the dwelling except for those portions used in other decorative landscaping techniques such as flower beds or shrubs. All lawns must be completed to the front street curb.

13. No non-operative motor vehicles, waste, garbage or rubbish shall be dumped, stored or placed on any lot, nor shall anything be done which may be a nuisance or annoyance to neighbouring properties. All refuse and garbage shall be stored in proper receptacles at the rear of the residence.

14. No industrial or agricultural equipment shall e parked or place on the said lands.

No commercial vehicle loads or unloaded of a maximum weight exceeding 5,000 kilograms gross license weight pursuant to the axle loading ratio shall be parked or place on the said lands.

15. No television satellite dishes shall be emplaced in front yards.

16. No birds or animals shall be kept on the said lands except dogs, cats and birds as household pets.

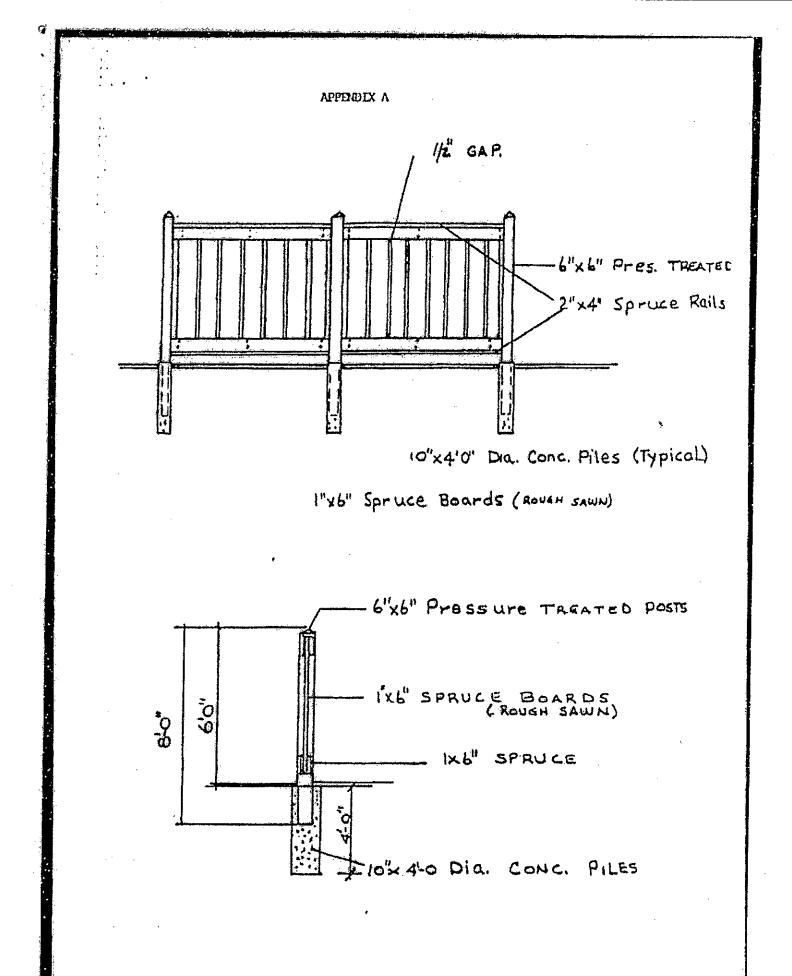
17. Should any lot herein not be built upon within one (1) year from the date of purchase, the owner shall thereafter, until built on, keep the same in good repair and weed free.

18. No signs or advertising material of any kind shall be placed or erected on a lot, except:

- (a) One sign on each lot of not more than five (5") square feet advertising the property for sale;
- (b) Signs used by a building contractor during construction; and
- (c) Any personal name place on each lot not more than two (2) square feet denoting the owner's name and address only.

19. The intent of this covenant is to continue with the standards and character previously established in Wedgewood and to ensure the lands are brought into development as a quality community, and are aimed at protecting the value of the investment made therein and for that purpose are reasonable.

20. Should any owner of any lot breach any of the covenants herein, then any owner adjoining, or otherwise of any of the lands in Schedule "A", may proceed in law against the offending owner to enforce these covenants, provided however that no obligation, action or claim lies against Robert Torrence Russell or Shirley Lynne Russell.



AFFIDAVIT OF EXECUTION

CANADA PROVINCE OF ALBERTA TO WIT: 1, Teresa Ward of the City of Grande Prairie, in Province of Alberta, MAKE OATH AND SAY:

1. I WAS PERSONALLY present and did see ROBERT TORRENCE RUSSELL and SHIRLEY LYNNE RUSSEL named in the within (or annexed) Instrument, who are personally known to me to be the persons named therein, duly sign and execute the same for the purposes named therein.

2. THAT THE SAME was executed at Grande Prairie, in the Province of Alberta, and that I am the subscribing witness thereto.

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3.

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THAT I KNOW the said persons and each is, in my belief of the full age of 18 years.

SWORN before me at Grande Prairie,

in the Province of Alberta, this ∂

day of May, 2015

Verner Maid

A Commissioner for Oaths

In and for the Province of Alberta

NICOLE L. RONNING A Commissioner for Oaths in and for the Province of Alberta ... Commission Expires: January 27, 2918

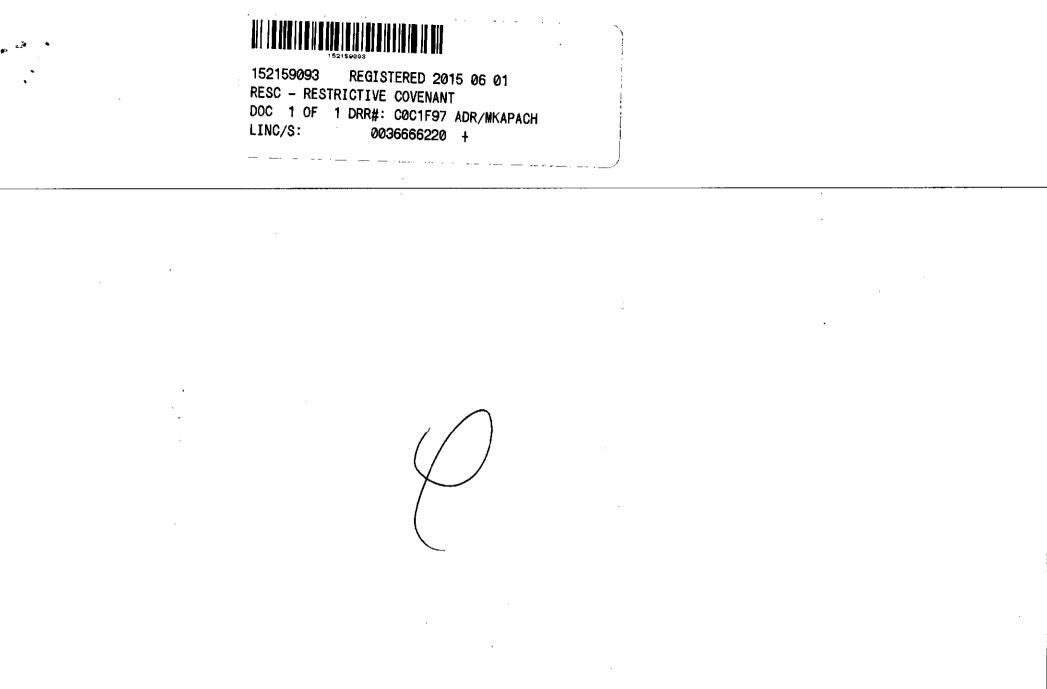


EXHIBIT "C"

This is Exhibit "C" referred to in the Affidavit of James Hammond Sworn before me this 27th day of September, 2023

A Commissioner for Oaths in and for Alberta

TIMOTHY J. BURNHAM Barrister & Solicitor

A Commissioner for Oaths in and for Alberta by virtue of being a Lawyer

ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

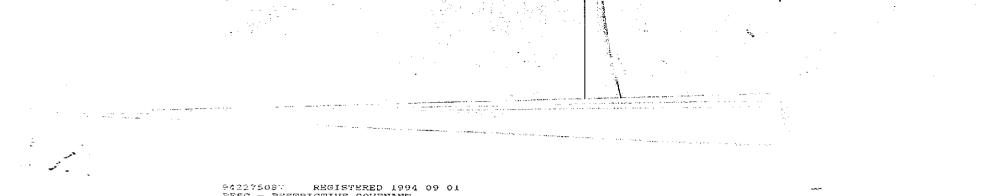
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ORDER NUMBER: 46445871

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RESC - REST	RICTIVE	COVENAN	r
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IN THE MATTER OF THE LAND TITLES ACT BEING CHAPTER C-5 OF THE REVISED STATUTES OF ALBERTA, 1980, AND AMENDMENTS THERETO

AND IN THE MATTER OF A RESTRICTIVE COVENANT MADE PURSUANT TO SECTION 52 OF THE LAND TITLES ACT, R.S.A. 1980, AS AMENDED

RESTRICTIVE COVENANT

Wedgewood Developments Ltd. being the registered owner in fee simple of those parcels of land set forth in Schedule "A" annexed hereto and John O. Langenbach and Mary E. Foster as registered owner of Lot 85, Block I, Plan 9422530 jointly with Wedgewood Developments Ltd. desiring to maintain the general character of the lands set forth in Schedule "A" by restricting the use of the lands set out in Schedule "B" hereto DO HEREBY declare, establish, impose and annex the restrictive covenants and conditions set forth in Schedule "C" annexed hereto which shall run with the lands set out in Schedule "B" and be legally annexed thereto and shall extend to, be binding upon and enure to the benefit of the undersigned, being the registered owner in fee simple of the lands set out in Schedule "B" hereto and every purchaser or transferee of the undersigned, their respective heirs, administrators, executors, successors and assigns until the 31st day of May, A.D. 2070.

DATED at the City of Grande Prairie, in the Province of Alberta, this 17th day of August, A.D. 1994.

MAU Witness

WOOD DEVELOPMENTS LTD,

1.0 JOIIN O. LANGENBACH

<u>MARY FOJT</u> MARY E OSTER

SCHEDULE "A"

C.

LANDS OF WEDGEWOOD DEVELOPMENTS LTD.

FIRSTLY:

PLAN 8921992 BLOCK 2 LOT 103 CONTAINING 24.3 HECTARES (60.05 ACRES) MORE OR LESS EXCEPTING THEREOUT:

	HECTARES	(ACRES) MORE OR LESS
A) PLAN 9020859 SUBDIVISION	1.054	2.60
B) PLAN 9222225 SUBDIVISION	3.27	8.08
C) PLAN 9422530 SUBDIVISION	3.334	8.24
EXCEPTING THEREOUT ALL MINES	AND MINERALS	

SECONDLY:

	BI 0.0%	PLAN
LOT	BLOCK	
77	· 1	9422530
78	1	9422530
79	1	9422530
80	1	9422530
81	1	9422530
82	1	9422530
83	1	9422530
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LANDS OF JOHN O, LANGENBACH AND MARY E, FOSTER LOT 85, DLOCK 1, PLAN 9422530

SCHEDULE "B"

LANDS OF WEDGEWOOD DEVELOPMENTS LTD.

LOT	BLOCK	PLAN
77	1	9422530
78	1	9422530
79	i	9422530
80	1	9422530
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83	1	9422530
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60	2	9422530

LANDS OF JOHN O. LANGENBACH AND MARY E. FOSTER

LOT 85, BLOCK 1, PLAN 9422530

SCHEDULE "C"

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3.

1. The said lands shall be used for the construction on each lot of a single detached residential dwelling only (hereafter referred to as "the residence") and no attached, semi-detached, duplex or apartment shall be constructed on any of the said lands.

2. Any residence shall be of new construction and shall have the approval of the appropriate government authority prior to the commencement of construction and notwithstanding any building standards or regulations, all residential development shall be constructed to minimum living areas as follows:

- (a) bungalow, bi-level and split level 1200 square feet;
- (b) two storey 950 square feet for the main floor area with a total floor area of 1,600 square feet.

All areas in this clause may include outer walls but shall exclude any basement area, garages, porches, patio, deck or like structure.

All residences must have a double garage or carport.

4. No modular or mobile homes shall be parked or moved onto the said lands.

5. Only cedar shakes, cedar shingles, pine shakes, pine shingles or clay shingles shall be utilized as roof covering on the residence and garage.

6. Only wood, aluminum or vinyl skiling, stucco, brick, natural stone or cultured stone shall he utilized as exterior wall finishes. Each residence shall have a minimum of fifteen (15%) per cent brick work or stone work on the front facade, save in cases where there are significant other architectural features to the house to compensate and the use of facade material would detract from the overall effect.

7. All roof stopes shall have a minimum rise of five (5) feet for each twelve (12) feet of run, including garages.

8. Any fence created along the sides or front of the yard shall be no more than six (6) feet in height and shall of the be of chainlink construction or alternately of wooden construction following the general specifications set out in appendix "A" hereto. No fence shall protrude or to be constructed closer to the adjacent roadway than the front or side of the residence. No fence of the rear yard of the property shall be closer than fifteen (15) feet from the back property line other than a fence of chainlink construction not greater than six (6) feet in height.

9. Concurrent with the construction of the dwelling a concrete, cobblestone, interlocking brick, asphalt or other finished driveway beyond the gravel level shall be constructed.

10. Concurrent with the construction of the dwelling an entry sidewalk from either the front street or driveway shall be constructed of material other than precast concrete slabs, wood, or gravel.

11. Upon completion of construction of the dwelling three (3) trees shall be planted in each front yard. All evergreens shall be at least five (5) feet high and all deciduous trees shall be a minimum size of 2" diameter at the butt. Poplar, aspen and native willow shall not qualify as planted trees. If mature native evergreens already exist in the front yard of a size meeting the criteria aforesaid this requirement shall abate to that extent. Trees not surviving a period of one year from planting shall be replaced within three months.

12. All front yards shall be seeded or sodded to lawngrass upon completion of the dwelling except for those portions used in other decorative landscaping techniques such as flower beds or shrubs. All lawns must be completed to the front street curb.

13. No non-operative motor vehicles, waste, garbage or rubbish shall be dumped, stored or placed on any lot nor shall anything be done which may be a nuisance or annoyance to neighbouring properties. All refuse and garbage shall be stored in proper receptacies at the rear of the residence.

14, No industrial or agricultural equipment shall be parked or placed on the said lands. No commercial vehicle loads or unloaded of a maximum weight exceeding 5,000 kilograms gross license weight pursuant to the axie loading ratio shall be parked or placed on the said lands.

15. No television satellite dishes shall be replaced in front yards.

16. No hirds or animals shall be kept on the said lands except dogs, cats and birds as honsehold pets.

17. Should any lot herein not be built upon within one (1) year from the date of purchase the owner shall thereafter until built on keep the same in good repair and weed free.

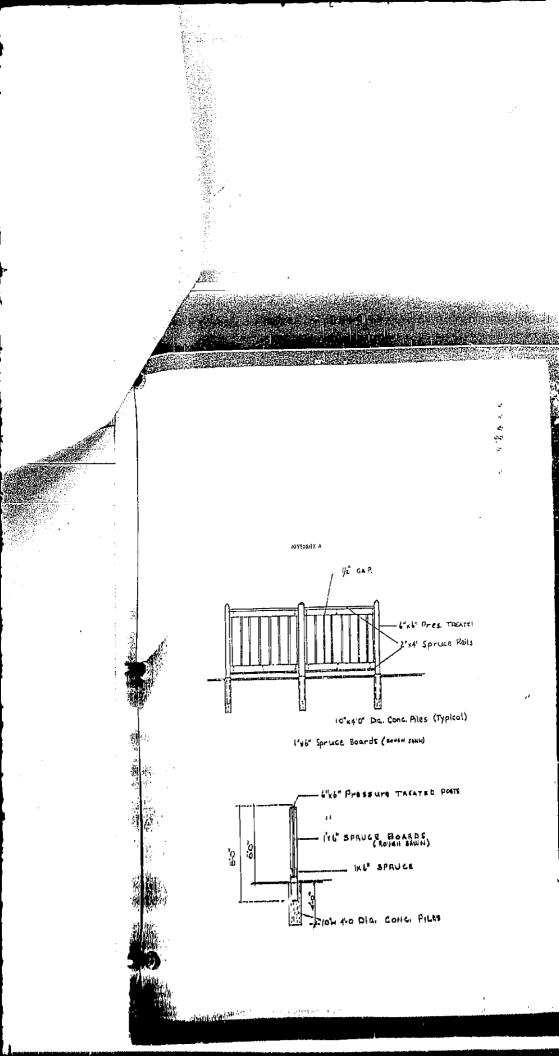
18.

No signs or advertising material of any kind shall be placed or erected on a lot, except:

- (a) one sign on each lot of not more than five (5) square feet advertising the property for sale or rent;
- (b) signs used by a building contractor during construction;
- (c) any personal name plate on each lot not more than two (2) square feet denoting the owner's name and address only.

19. The declared purpose of the covenant is to insure the lands are brought into development as a quality community and are aimed at protecting the value of the investment made therein and for that purpose are reasonable.

20. Should any owner of any lot breach any of the covenants herein, then any other owner, adjoining or otherwise of any of the lands in Schedule "A", may proceed in law against the offending owner to enforce these covenants, provided however that no obligation, action or claim lies against Wedgewood Developments Ltd. other than as a registered owner in the event of such breach. This covenant shall constitute an absolute defence in such claim or action against Wedgewood Developments Ltd.



AFFIDAVIT OF EXECUTION

I, Teresa Ward, of the City of Grande Prairie, in the Province of Alberta, , MAKE OATH AND SAY:

 THAT I was personally present and did see JOHN O. LANGENBACH AND MARY E. FOSTER named in the annexed instrument who are personally known to me to be the persons named thereon, duly sign and execute the same for the purposes named therein.

2. THAT the same was executed at the City of Grande Prairie, in the Province of Alberta.

THAT I know the said persons and they are, in my belief, is of the full age of eighteen years.

SWORN BEFORE ME at the City of Grande Prairie, in the Province of Alberta, this Oklay of August, A.D. 1994.

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A Joseph Mand

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ma A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA

MICHELLE MARIE ROULEAU ONER FON OATHS EXPLOY PATER DECEMBER 50, IN (),

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EXHIBIT "D"

This is Exhibit "D" referred to in the Affidavit of James Hammond Sworn before me this 27th day of September, 2023

A Commissioner for Oaths in and for Alberta

TIMOTHY J. BURNHAM Barrister & Solicitor

A Commissioner for Oaths in and for Alberta by virtue of being a Lawyer

{00483341v1}

ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

972145018

ORDER NUMBER: 46445871

ADVISORY

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IN THE MATTER OF THE LAND TITLES ACT BEING CHAPTER C-5 OF THE STATUTES OF ALBERTA,

AND IN THE MATTER OF A RESTRICTIVE COVENANT MADE PURSUANT TO SECTION 52 OF THE LAND TITLES ACT, S.A. 1980

RESTRICTIVE COVENANT

We, WEDGEWOOD DEVELOPMENTS LTD., being the registered owner in fee simple of those parcels of land set forth in Schedule "A" annexed hereto and William Donald Fletcher and Anne Fletcher as joint tenants as the owners of Lot 124, Block 1, Plan 9720776 (hereinafter called the "said lands") and desiring to maintain the general character of the said lands by restricting the use of the said lands and the type of buildings to be erected thereon for the benefit of Lot 103, Block 2, Plan 892 1992 declare, establish, impose and annex the restrictive covenants and conditions set forth in Schedule "B" annexed hereto which shall run with the land and be legally annexed thereto and shall extend to, be binding upon and enure to the benefit of the undersigned, being the registered owner in fee simple of the said lands and every purchaser or transferee of the undersigned its respective heirs, administrators, executors, successors and assigns until the 31st day of May A.D. 2079.

DATED at the City of Grande Prairie, in the Province of Alberta, this 14 day of May, A.D. 1997.

WEDGEWOOD DEVELOPMENTS LTD.

LIAM DONALD FLETCHE

Sletcher .

ANNE FLETCHER

Witness

Vitness

AFFIDAVIT OF EXECUTION

GLORIA HORRIGAN

I, , of the City of Grande Prairie, in the Province of Alberta, MAKE OATH AND SAY:

1. THAT I was personally present and did see WILLIAM DONALD FLETCHER and ANNE FLETCHER named in the annexed instrument who are personally known to me to be the persons named thereon, duly sign and execute the same for the purposes named therein.

2. THAT the same was executed at the City of Grande Prairie, in the Province of Alberta.

3. THAT I know the said persons and they are, in my belief, of the full age of eighteen years.

SWORN BEFORE ME at the City of Grande Prairie, in the Province of Alberta, this /⁴⁷ day of May; A.D. 1997

A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA KAREN ANN MCDERMOTT COMMISSIONER FOR OATHS EXPIRY DATE: DECEMBER 30, 1999

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SCHEDULE "A"

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PLAN 9720776 PLAN 9720776 BLOCK 2 BLOCK 1 LOT 61 LOT 125 **EXCEPTING THEREOUT ALL MINES AND MINERALS** EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 9720776 PLAN 9720776 1 BLOCK 2 BLOCK 1 LOT 62 LOT 126 EXCEPTING THEREOUT ALL MINES AND MINERALS EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 9720776 PLAN 9720776 BLOCK 2 BLOCK I LOT 63 LOT 127 EXCEPTING THEREOUT ALL MINES AND MINERALS EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 9720776 PLAN 9720776 1 BLOCK 2 BLOCK I LOT 64 LOT 128 EXCEPTING THEREOUT ALL MINES AND MINERALS **EXCEPTING THEREOUT ALL MINES AND MINERALS** PLAN 9720776 BLOCK 2 LOT 65 EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 9720776 BLOCK 2 LOT 66 EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 9720776 BLOCK 2 LOT 67 EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 9720776 BLOCK 2 LOT 68 **EXCEPTING THEREOUT ALL MINES AND MINERALS** PLAN 9720776 BLOCK 2 LOT 69 EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 9720776 V BLOCK 2 LOT 70 EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 9720776 BLOCK 2 LOT 71 EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE "B"

1. The said lands shall be used for the construction on each lot of a single detached residential dwelling only (hereafter referred to as "the residence") and no attached, semi-detached, duplex or apartment shall be constructed on any of the said lands.

2. Any residence shall be of new construction and shall have the approval of the appropriate government authority prior to the commencement of construction and notwithstanding any building standards or regulations, all residential development shall be constructed to minimum living areas as follows:

- a. bungalow, bi-level and split level 1200 square feet;
- b. two storey 950 square feet for the main floor area with a total floor area of 1,600 square feet.

All areas in this clause may include outer walls but shall exclude any basement area, garages, porches, patio, deck or like structure.

All residences must have a double garage or carport.

. . .

4. No modular or mobile homes shall be parked or moved onto the said lands.

5. Only cedar shakes, cedar shingles, pine shakes, pine shingles or clay tiles shall be utilized as roof covering on the residence and garage.

6. Only wood, aluminum or vinyl siding, stucco, brick, natural stone or cultured stone shall be utilized as exterior wall finishes. Each residence shall have a minimum of fifteen (15%) per cent brick work or stone work on the front facade, save in cases where there are significant other architectural features to the house to compensate and the use of facade material would detract from the overall effect.

7. All roof slopes shall have a minimum rise of five (5) feet for each twelve (12) feet of run, including garages.

8. Any fence erected on the lands shall be no more than six (6) feet in height and shall either be of chainlink construction or alternately of wooden construction following the general specifications set out in Appendix "A" hereto. No fence shall protrude or be constructed closer to the adjacent roadway than the front or side of the residence.

9. Concurrent with the construction of the dwelling a concrete, cobblestone, interlocking brick, asphalt or other finished driveway beyond the gravel level shall be constructed.

10. Concurrent with the construction of the dwelling an entry sidewalk from either the front street or driveway shall be constructed of material other than precast concrete slabs, wood or gravel.

11. Upon completion of construction of the dwelling three (3) trees shall be planted in each front yard. All evergreens shall be at least five (5) feet high and all deciduous trees shall be a minimum size of 2" diameter at the butt. Poplar, aspen and native willow shall not qualify as planted trees. If mature native evergreens already exist in the front yard of a size meeting the criteria aforesaid this requirement shall abate to that extent. Trees not surviving a period of one year from planting shall be replaced within three months.

12. All front yards shall be seeded or sodded to lawngrass upon completion of the dwelling except for those portions used in other decorative landscaping techniques such as flower beds or shrubs. All lawns must be completed to the front street curb.

13. No non-operative motor vehicles, waste, garbages or rubbish shall be dumped, stored or placed on any lot nor shall anything be done which may be a nuisance or annoyance to neighbouring properties. All refuse and garbage shall be stored in proper receptacles at the rear of the residence.

14. No industrial or agricultural equipment shall be parked or placed on the said lands. No commercial vehicle loads or unloaded of a maximum weight exceeding 5,000 kilograms gross license weight pursuant to the axle loading ratio shall be parked or placed on the said lands.

15. No television satellite dishes shall be emplaced in front yards.

16. No birds or animals shall be kept on the said lands except dogs, cats and birds as household pets.

17. Should any lot herein not be built upon within one (1) year from the date of purchase the owner shall thereafter until built on keep the same in good repair and weed free.

18. No signs or advertising material of any kind shall be placed or erected on a lot, except:

- a. one sign on each lot of not more than five (5) square feet advertising the property for sale or rent;
- b. signs used by a building contractor during construction
- c. any personal name plate on each lot not more than two (2) square feet denoting the owner's name and address only.

19. The declared purpose of this covenant is to insure the lands are brought into development as a quality community and are aimed at protecting the value of the investment made therein and for that purpose are reasonable.

20. Should any owner of any lot breach any of the covenants herein, then any other owner, adjoining or otherwise of any of the lands in Schedule "A", may proceed in law against the offending owner to enforce these covenants, provided however that no obligation, action or claim lies against Wedgewood Developments Ltd. other than as a registered owner in the event of such breach. This covenant shall constitute an absolute defence to such claim or action against Wedgewood Development Ltd.

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 RESC - RESTRICTIVE COVENANT

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EXHIBIT "E"

This is Exhibit "E" referred to in the Affidavit of James Hammond Sworn before me this 27th day of September, 2023

A Commissioner for Oaths in and for Alberta

TIMOTHY J. BURNHAM Barrister & Solicitor

A Commissioner for Oaths in and for Alberta by virtue of being a Lawyer

{00483341v1}

ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

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ORDER NUMBER: 46445871

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IN THE MATTER OF THE LAND TITLES ACT BEING CHAPTER C-S OF THE REVISED STATUTES OF ALBERTA, 1980, AND AMENDMENTS THERETO AND IN THE MATTER OF A RESTRICTIVE COVENANT

MADE PURSUANT TO SECTION 52 OF THE LAND TITLES ACT, R.S.A. 1980, AS AMENDED

RESTRICTIVE COVENANT

Wedgewood Developments Ltd. being the registered owner in fee simple of those parcels of land set forth in Schedule "A" annexed hereto and desiring to maintain the general character of the lands set forth in Schedule "A" by restricting the use of the lands legally described as: Lots 93 through 96 inclusive, in Block 1 and Lots 26 through 47 inclusive, in Block 2, in each case as shown on Plan 922 <u>2225</u> DO HEREBY deciare, establish, impose and <u>annex the</u> restrictive covenants and conditions set forth in Schedule "B" annexed hereto which shall run with the said Lots 93 through 96 inclusive, in Block 1 and Lots 26 through 47 inclusive, in Block 2, in each case as shown on Plan 922 <u>225</u> and be legally annexed hereto and shall extend to, be binding upon and enure to the benefit of the undersigned, being the registered owner in fee simple of the said lands and every purchaser or transferee of the undersigned, their respective heirs, administrators, executors, successors and assigns until the 31st day of May, A.D. 2070.

DATED at the City of Grande Prairie, in the Province of Alberta, this 15th day of July, A.D. 1992.

WEDGEWOOD DEVELOPMENTS LID.

PER

SCHEDULE "A"

Lots 93 through 96 inclusive, in Block 1, Plan 922 <u>2225</u> Lots 26 through 47 inclusive, in Block 2, Plan 922 <u>2225</u>

Lot 103, Block 2, Plan 892 1992 Excepting thereout lands subdivided under Plan 922 <u>2225</u>

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SCHEDULE "B"

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3.

 The said lands shall be used for the construction on each lot of a single detached residential dwelling only (hereafter referred to as "the residence") and no attached, semi-detached, duplex or apartment shall be constructed on any of the said lands.

2. Any residence shall be of new construction and shall have the approval of the appropriate government authority prior to the commencement of construction and notwithstanding any building standards or regulations, all residential development shall be constructed to minimum living areas as follows:

- (a) bungalow, bi-level and split level 1200 square feet;
- (b) two storey 950 square feet for the main floor area with a total floor area of 1,600 square feet.

All areas in this clause may include outer walls but shall exclude any basement area, garages, porches, patio, deck or like structure.

All residences must have a double garage or carport,

No modular or mobile homes shall be parked or moved onto the said lands.

 Only cedar shakes, cedar shingles, pine shakes, pine shingles or clay shingles shall be utilized as roof covering on the residence and garage.

6. Only wood, aluminum or vinyl siding, stucco, brick, natural stone or cultured stone shall be utilized as exterior wall finishes. Each residence shall have a minimum of fifteen (15%) per cent brick work or stone work on the front facade, save in cases where there are significant other architectural features to the house to compensate and the use of facade material would detract from the overall effect.

 All roof slopes shall have a minimum rise of five (5) feet for each twelve (12) feet of run, including garages. 8. Any fence erected on the lands shall be no more than six (6) feet in height and shall either be of chainlink construction or save as hereinalter provided alternately of wooden construction following the general specifications set out in appendix "A" hereto. No fence shall protrade or to be constructed closer to the adjacent roadway than the front or side of the residence. Additionally any fence backing onto lands dedicated for golf course use shall be only of chainlink construction no more than six (6) feet in height both as to the back fence and also as to the side fence for the rear fifteen (15) feet of the lot.

 Concurrent with the construction of the dwelling a concrete, cobblestone, interlocking brick, asphalt or other finished driveway beyond the gravel level shall be constructed.

10. Concurrent with the construction of the dwelling an entry sidewalk from either the front street or driveway shall be constructed of material other than precast concrete slabs, wood, or gravel.

11. Upon completion of construction of the dwelling three (3) trees shall be planted in each front yard. All evergreens shall be at least five (5) feet high and all deciduous trees shall be a minimum size of 2" diameter at the butt. Poplar, aspen and native willow shall not qualify as planted trees. If matter native evergreens already exist in the front yard of a size meeting the criteria aforesaid this requirement shall abate to that extent. Trees not surviving a period of one year from planting shall be replaced within three months.

12 All front yards shall be seeded or sodded to lawngrass upon completion of the dwelling except for these portions used in other decorative landscaping techniques such as flower beds or shrubs. All lawns must be completed to the front street curb.

13. No non-operative motor vehicles, waste, garbage or rubbish shall be dumped, stored or placed on any lot nor shall anything be done which may be a nuisance or annoyance to neighbouring properties. All refuse and garbage shall be stored in proper receptacles at the rear of the residence.

14. No industrial or agricultural equipment shall be parked or placed on the said lands. No commercial vehicle loads or unloaded of a maximum weight exceeding 5,000 kilograms gross license weight pursuant to the axle loading ratio shall be parked or placed on the said lands.

15. No television satellite dishes shall be replaced in front yards.

18.

16. No birds or animals shall be kept on the said lands except dogs, cats and birds as household pets.

17. Should any lot herein not be built upon within one (1) year from the date of purchase the owner shall thereafter until built on keep the same in good repair and weed free.

No signs or advertising material of any kind shall be placed or erected on a lot, except:

- (a) one sign on each lot of not more than five (5) square feet advertising the property for sale or rent;
- (b) signs used by a building contractor during construction;
- (c) any personal name plate on each lot not more than two (2) square feet denoting the owner's name and address only.

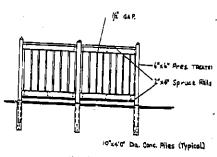
19. The declared purpose of the covenant is to insure the lands are brought into development as a quality community and are aimed at protecting the value of the investment made therein and for that purpose are reasonable.

20. As to Lots 93 through 96, in Biock 1, Plan 992 <u>2225</u> only with a view to protecting the stability of the soils of the adjoining and adjacent parcels of land set forth in the body of this paragraph:

- (a) All structures crected shall have a foundation plan designed by a professional engineer entitled to practice in the Province of Alberta and the design shall be attested by the engineer as to its adequacy with a copy delivered to the County of Grande Prairie No. 1;
- (b) No load shall be placed on the existing ground soil save for construction of the primary residence and permitted out buildings of any nature whatsoever. To that end the contour of the land may be changed by cutting and removal from site of soil material but not by addition or moving of material;

- (c) No irrigation system of any kind shall be constructed on the lands whether above ground or below ground, no swimming pool, wading pool or other improvement holding water shall be permitted on the lands save with having previously delivered to the County of Grande Prairie No. 1 an opinion in writing of a professional engineer entitled to practice in the Province of Alberta attesting to the fact that the said improvement will not in any fashion result in a saturation of ground soils or cause movement over or in the adjoining or adjacent properties;
- (d) To the extent that the present contour of the land or the contour of the land as reconstructed as herein permitted results in the ponding of surface water additional cuts shall be made to the ground soil such that the ponding shall be directed off the land toward the rear of the lot;
- (e) No watering of lawns, trees, shrubs or other improvements shall be permitted when the result is to saturate the ground soils.

21. Should any owner of any lot breach any of the covenants herein, then any other owner, adjoining or otherwise of any of the lands in Schedule 'A', may proceed in law against the offending owner to enforce these covenants, provided however that no obligation, action or claim lies against Wedgewood Developments Ltd. other than as a registered owner in the event of such breach. This covenant shall constitute an absolute defence in such claim or action against Wedgewood Developments Ltd.



APPENDER A



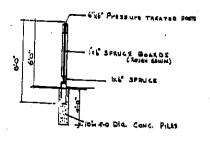


EXHIBIT "F"

This is Exhibit "F" referred to in the Affidavit of James Hammond Sworn before me this 27th day of September, 2023

A Commissioner for Oaths in and for Alberta

TIMOTHY J. BURNHAM Barrister & Solicitor

A Commissioner for Oaths in and for Alberta by virtue of being a Lawyer

{00483341v1}

ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

892341666

ORDER NUMBER: 46445871

ADVISORY

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IN THE MATTER OF THE LAND TITLES ACT, BEING CHAPTER C-5 OF THE REVISED STATUTES OF ALBERTA, 1980, AND AMENDMENTS THERETO;

AND IN THE MATTER OF A RESTRICTIVE COVENANT MADE PURSUANT TO 5.52 OF THE LAND TITLES ACT RSA 1980 AS AMENDED

RESTRICTIVE COVENANT

WEDGEWOOD DEVELOPMENTS LTD. being the registered owner in fee simple of those parcels of land set forth in Schedule "A" annexed hereto (hereinafter called the said "lands") and desiring to maintain the general character of the said lands by restricting the use of Lot 2, Block 2, Plan 892 1880 and the type of building to be erected thereon, DO HEREBY declare, establish, impose and annex the restrictive covenants and conditions set forth in Schedule "B" annexed hereto which shall run with the said aforesaid land and be legally annexed thereto and shall extend to, be binding upon and enure to the benefit of the undersigned, being the registered owner in fee simple of Lot 2, block 2, Plan 892 1880 and every purchaser or transferee of the undersigned, their respective heirs, administrators, executors, successors and assigns until the 31st day of May, A.D. 2079.

DATED at the City of Grande Prairie, in the Province of Alberta, this 22 day of December, A.D. 1989.

WEDGEWOOD-DEVELOPMENTS LTD.

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SCHEDULE "A"

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as well as the lands described on Plan 892 1992

<u>L0T</u>	BLOCK
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103	2
100	3
101	3

SCHEDULE "B"

 The said lands shall be used for the construction on each lot of a semi-detached residential dwelling only (hereafter referred to as "the residence").

2. Any residence shall be of new construction and shall have the approval of the appropriate government authority prior to the commencement of construction and notwithstanding any building standards or regulations, all residential development shall be constructed to minimum living areas of 1,000 square feet.

All residences must have a double garage or carport.

 No modular or mobile homes shall be parked or moved onto the said lands.

5. Only cedar shakes, cedar shingles, pine shakes, pine shingles or clay titles shall be utilized as roof covering on the residence and garage.

6. Only wood, aluminum or vinyl siding, stucco, brick, natural stone or cultured stone shall be utilized as exterior wall finishes. Each residence shall have a minimum of fifteen (15%) per cent brick work or stone work on the front facade, save in cases where there are significant other architectural features to the house to compensate and the use of facade material would detract from the overall effect.

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7. All root slopes shall have a minimum rise of five (5) feet for each twelve (12) feet of run, including garages.

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Any fence erected on the lands shall be no more than six (6) feet in height and shall either be of chainlink construction or alternately of wooden construction following the general specifications set out in appenaix "A" hereto. No fence shall protrude or be constructed closer to the adjacent roadway than the front or side of the residence.

Concurrent with the construction of the dwelling a concrete, cobblestone, interlocking brick, asphalt or other finished driveway beyond the gravel level shall be constructed.

10. Concurrent with the construction of the dwelling an entry sidewalk from either the front street or driveway shall be constructed of material other than precast concrete slabs, wood, or gravel.

Upon completion of construction of the dwelling three (3) trees shall be planted in each front yard. All evergreens shall be at least five (5) feet high and all deciduous tress shall be a minimum size of 2" diamoter at the butt. Poplar, aspen and native willow shall not qualify as planted trees. If mature native evergreens already exist in the front yard of a size meeting the criteria aforesaid this requirement shall abate to that extent. Trees not surviving a period of one year from planting shall be replaced within three months.

All front yards shall be seeded or sodded to lawngrass upon completion of the dwelfing except for those portions used in other decorative landscaping techniques such as flower beds or shrubs. All lawns must be completed to the front street curb.

No non-operative motor vehicles, waste, garbages or rubbish 13. shall be dumped, stored or placed on may lot nor shall anything be done which may be a nuinance or annoyance to neighboring properties. All refuse and garbage shall be stored in proper receptaclus at the rear of the residence.

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14. No industrial or agricultural equipment shall be parked or placed on the said lands. No commercial vehicle loads or unloaded of a maximum weight exceeding 5,000 kilograms gross license weight pursuant to the axle loading ratio shall be parked or placed on the said lands.

- 3 -

15. No television satellite dishes shall be emplaced in front yards.

16. No birds or animals shall be kept on the said lands except dogs, cats and birds as household pets.

17. Should any lot herein not be built opon within one (1) year from the date of purchase the owner shall thereafter until built on keep the same in good repair and weed free.

16. No signs or advertising material of any kind shall be placed or erected on a lot, except:

- a) one sign on each lot of not more than five (5) square feet advertising the property for sale or rent;
- b) signs used by a building contractor during construction;
- c) any personal name plate on each lot not more than two (2) square feet denoting the owner's name and address only.

19. Clause 2 hereof shall not apply to Lot 4, in Block 1, but all existing dwelling sites shall be brought otherwise into compliance herewith within one year of the date of filing of this instrument with the Registrar of the North Alberta Land Registry District.

20. Notwithstanding any other provision herein contained this covenant shall apply to Lots 1, 2 and 3, in Block 1 if and only if the lots are developed as single family dwellings. If the lands be utilized for commercial development these covenants shall not apply thereto.

21. The declared purpose of this covenant is to insure the lands are brought into development as a quality community and are aimed at protecting the value of the investment made therein and for that purpose are reasonable.

22. Should any owner of any lot breach any of the covenants herein, then any other owner, adjoining or otherwise of any of the lands in Schedule "A", may proceed in law against the offending owner to enforce these covenants, provided however that no obligation, action or claim lies against Wedgewood Developments Ltd. other than as a registered owner in the event of such breach. This covenant shall constitute an absolute defence to such claim or action against Wedgewood Development Ltd.

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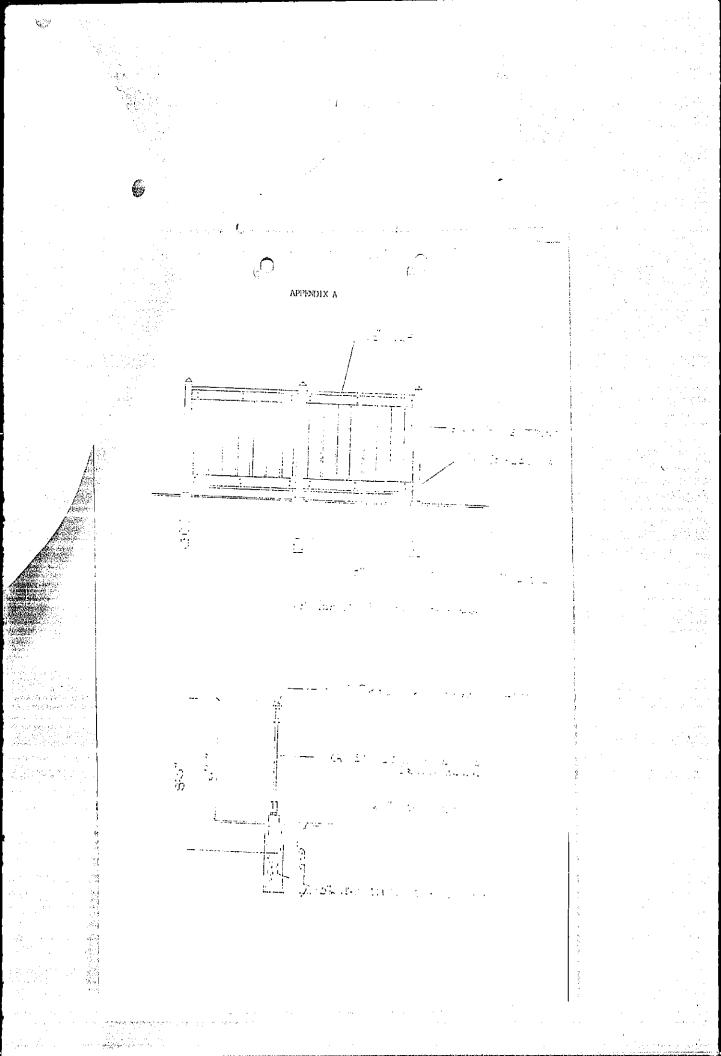


EXHIBIT "G"

This is Exhibit "G" referred to in the Affidavit of James Hammond Sworn before me this 27th day of September, 2023

A Commissioner for Oaths in and for Alberta

TIMOTHY J. BURNHAM Barrister & Solicitor

A Commissioner for Oaths in and for Alberta by virtue of being a Lawyer

ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

892176032

ORDER NUMBER: 46445871

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 REGISTERED 1989 07 18

 RESC RESTRICTIVE COVENANT

 DOC 1 OF 3 DRR#:
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IN THE MATTER OF THE LAND TITLES ACT, BEING CHAPTER C-5 OF THE REVISED STATUTES OF ALBERTA, 1980, AND AMENDMENTS THERETO;

AND IN THE MATTER OF THE A RESTRICTIVE COVENANT MADE PURSUANT TO 5.52 OF THE LAND TITLES ACT RSA 1980 AS AMENDED

RESTRICTIVE COVENANT

WEDGEWOOD DEVELOPMENTS LTD., being the registered owner in fee simple of those parcels of land set forth in Schedule "A" annexed hereto (hereinafter called the "said lands") and desiring to maintain the general character of the said lands by restricting the use of the said lands and the type of building to be erected thereon, DO HEREBY declare, establish, impose and annex the restrictive covenants and conditions set forth in Schedule "B" annexed hereto which shall run with the land and be legally annexed thereto and shall extend to, be binding upon and enure to the benefit of the undersigned, being the registered owner in fee simple of the said lands and every purchaser or transferee of the undersigned, their respective heirs, administrators, executors, successors and assigns until the 31st day of May, A.D. 2079.

DATED at the City of Grande Prairie, in the Province of Alberta, this $\frac{1}{2}$ day of June, A.D. 1989,

WEDGEWOOD DEVELOPMENTS LTD.

The K PER:

SCHEDULE "A" Being in each case lands described on Plan 8921880BLOCK LOT LOT BLOCK 1 4 72 73 74 75 1 2 3 4 5 2 2 2 2 2 3 3 3 3 3 3 3 3 3 j ul ٠l ł mot on supply l] i 1

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SCHEDULE B

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The said lands shall be used for the construction on each lot of a single detached residential dwelling only (hereafter referred to as "the residence") and no attached, semi-detached, duplex or apartment shall be constructed on any of the said lands.

2. Any residence shall be of new construction and shall have the approval of the appropriate government authority prior to the commencement of construction and notwithstanding any building standards or regulations, all residential development shall be constructed to minimum living areas as follows:

a) bungalow, bi-level and split level - 1200 square feet;

two storey - 950 square feet for the main floor area b) · with a total floor area of 1,600 square feet.

All areas in this clause may include outer walls but shall exclude any basement area, garages, porches, patio, deck or like structure.

All residences must have a double, garage or carport.

No modular or mobile homes shall be parked or moved onto the 4. said lands.

Only cedar shakes, cedar shingles, pine shakes, pine shingles 5. or clay tiles shall be utilized as roof covering on the residence and

Only wood, aluminum or vinyl siding, stuceo, brick, natural ú, stone or cultured stone shall be utilized as exterior wall finishes. Each residence shall have a minimum of fifteen (15%) per cont brick work or stone work on the front facade, save in cases where there are significant other architectural features to the house to compensate and the use of facade material would detract from the overall effect.

All roof slopes shall have a minimum rise of five (5) feet 7. for each twelve (12) feet of run, including garages.

8.

- 7 -

Any fence erected on the lands shall be no more than $six^{+}(6)$ feet in height and shall either be of chainlink construction or alternately of wooden construction following the general specifications set out in appendix "A" hereto. No fence shall protrude or be constructed closer to the adjacent roadway than the front or side of the residence.

Concurrent with the construction of the dwelling a concrete, 9. cobblestone, interlocking brick, asphalt or other finished driveway beyond the gravel level shall be constructed.

10, Concurrent with the construction of the dwelling an entry sidewalk from either the front street or driveway shall be constructed of material other than precast concrete slabs, wood, or gravel.

Upon completion of construction of the dwelling three (3) 11. trees shall be planted in each front yard. All evergreens shall be at least five (5) feet high and all deciduous tress shall be a minimum size of 2" diameter at the butt. Poplar, aspen and native willow shall not qualify as planted trees. If mature native evergreens already exist in the front yard of a size meeting the criteria aforesaid this requirement shall above to that extent. Trees not surviving a period of one year from planting shall be replaced within three months.

All front yards shall be sociled or sodded to lawngrous upon 12. completion of the dwelling except for those portions used in other decorative Landscaping techniques such as flower body or shrubs. All lawns must be completed to the front street curb.

No non-operative motor vehicles, whate, garbages or rubbish 13. shall be dumped, stored or placed on may lot nor shall anything be done which may be a autaance or annoyance to notghboring properties. All ratume and garbage shall be stored in proper receptacles at the ruar of the residence.

14. No industrial or agricultural equipment shall be parked or placed on the said lands. No commercial vehicle loads or unloaded of a maximum weight exceeding 5,000 kilograms gross license weight pursuant to the axle loading ratio shall be parked or placed on the said lands.

- 3 -

15. No television satellite dishes shall be emplaced in front yards.

16. No birds or animals shall be kept on the said lands except dogs, cats and birds as household pets.

17. Should any lot herein not be built upon within one (1) year from the date of purchase the owner shall thereafter until built on keep the same in good repair and weed free.

18. No signs or advertising material of any kind shall be placed or erected on a lot, except:

- a) one sign on each lot of not more than five (5) square feet advertising the property for sale or rent;
- b) signs used by a building contractor during construction;

 any personal name plate on each lot not more than two (2) square feet denoting the owner's name and address only.

19. Clause 2 hereof shall not apply to Lot 4, in Block 1, but all existing dwelling sites shall be brought otherwise into compliance herewith within one year of the date of filing of this instrument with the Registrar of the North Alberta Land Registry District.

20. Notwithstanding any other provision herein contained this covenant shall apply to Lots 1, 2 and 3, in Block 1 if and only if the lots are developed as single family dwallings. If the lands be utilized for commercial development these covenants shall not apply thereto.

. . .

21. The declared purpose of this covenant is to insure the lands are brought into development as a quality community and are aimed at protecting the value of the investment made therein and for that purpose are reasonable.

- 4 -

22. Should any owner of any lot breach any of the covenants herein, then any other owner, adjoining or otherwise of any of the lands in Schedule "A", may proceed in law against the offending owner to enforce these covenants, provided however that no obligation, action or claim lies against Wedgewood Developments Ltd. other than as a registered owner in the event of such breach. This covenant shall constitute an absolute defence to such claim or action against Wedgewood Development Ltd.

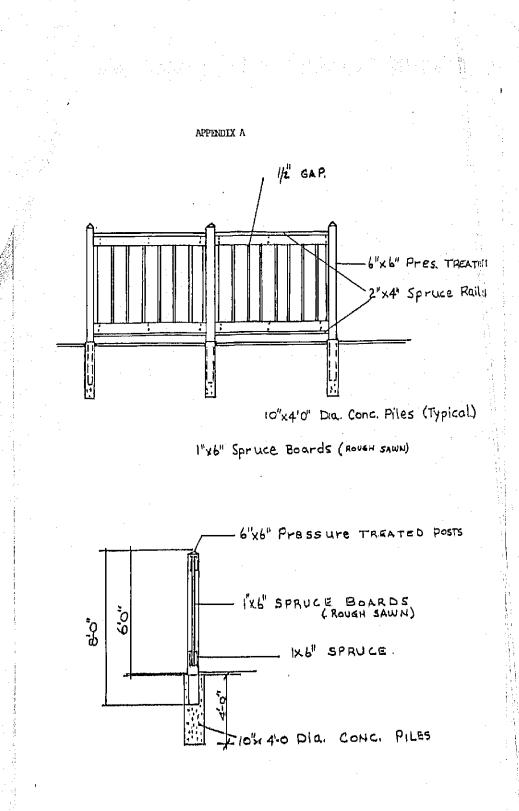


EXHIBIT "H"

This is Exhibit "H" referred to in the Affidavit of James Hammond Sworn before me this 27th day of September, 2023

A Commissioner for Oaths in and for Alberta

TIMOTHY J. BURNHAM Barrister & Solicitor

A Commissioner for Oaths in and for Alberta by virtue of being a Lawyer

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ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

902086921

ORDER NUMBER: 46445871

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902086921 REGISTERED 1990 03 28 RESC — RESTRICTIVE COVENANT DOC 5 OF 5 DRR#: 604234 ADR/GMUMMERT

NAME NOT A

IN THE MATTER OF THE LAND TITLES ACT, BEING CHAPTER C-5 OF THE REVISED STATUTES OF ALBERTA, 1980, AND AMENDMENTS THERETO;

AND IN THE MATTER OF A RESTRICTIVE COVENANT MADE PURSUANT TO 5.52 OF THE LAND TITLES ACT RSA 1980 AS AMENDED

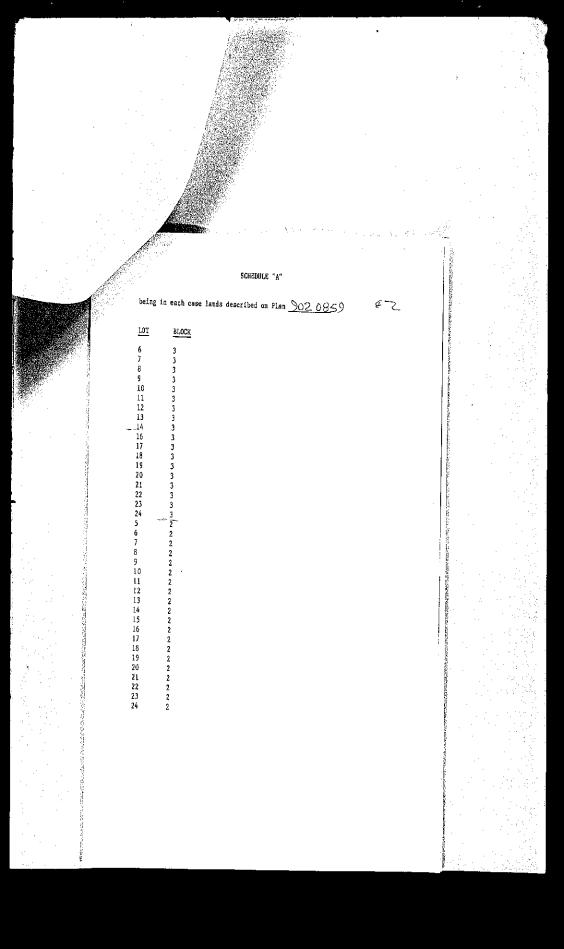
RESTRICTIVE COVENANT

WEDGEWOOD DEVELOPMENTS LTD., being the registered owner in fee simple of those parcels of land set forth in Schedule "A" annexed hereto (hereinafter called the "said lands") and desiring to maintain the general character of the said lands by restricting the use of the said lands and the type of building to be erected thereon, DO HEREBY declare, establish, impose and annex the restrictive covenants and conditions set forth in Schedule "A" annexed hereto which shall run with the land and be legally annexed thereto and shall extend to, be binding upon and enure to the benefit of the undersigned, being the registered owner in fee simple of the said lands and every purchaser or transferee of the undersigned, their respective heirs, administrators, executors, successors and assigns until the 31st day of May, A.D. 2079.

DATED at the City of Grande Prairie, in the Province of Alberta, this 2.7 day of *Mancer*, A.D. 1990.

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WEDGEWOOD DEVELOPMENTS LTD.



SCHEDDLE B

1. The said lands shall be used for the construction on each lot of a single detached residential duelling only (hereafter referred to as "the residence") and no attached, seni-detached, duplex or apartment shall be constructed on any of the said lands.

2. Any residence shall be of new construction and shall have the approval of the appropriate government authority prior to the commencement of construction and norwithstanding any building standards or regulations, all residential development shall be constructed to minimum living areas as follows:

- a) bungalow, bi-level and split level 1200 square feet;
- two storey 950 square feet for the main floor area with a total floor area of 1,600 square feet.

All areas in this clause may include outer walls but shall exclude any basement area, garages, porches, patho, deck or like structure.

All residences must have a double, garage or carport.

 No modular or mobile homes shall be parked or moved onto the said lands.

5. Only cedar shakes, cedar shingles, pine shakes, pine shingles or clay tiles shall be utilized as roof covering on the residence and garage.

6. Only wood, aluminum or vinyl siding, stucco, brick, natural stone or cultured stone shall be utilized as exterior well finishes. Each residence shall have a minimum of fifteen (15%) per cent brick work or stone work on the front facade, save in cases where there are significant other architectural features to the house to compensate and the use of facade material would detract from the overall effect. All roof slopes shall have a minimum rise of five (5) feet for each twelve (12) feet of run, including garages.

- 2 -

8. Any fence erected on the lands shall be no more than six (6) feet in height and shall either be of chainlink construction or alternately of wooden construction following the general specifications set out in appendix "A" hereto. No fence shall protrude or be constructed closer to the adjacent roadway than the front or side of the residence.

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9. Concurrent with the construction of the dwelling a concrete, cobblestone, interlocking brick, asphalt or other finished driveway beyond the gravel level shall be constructed.

10. Concurrent with the construction of the dwelling an entry sidewaik from either the front street or driveway shall be constructed of material other than precast concrete slabs, wood, or gravel.

11. Upon completion of construction of the dwelling three (3) trees shall be planted in each front yard. All evergreens shall be at least five (5) feec high and all deciduous tress shall be a minimum size of 2" diameter at the butt. Poplar, aspen and native willlow shall not qualify as planted trees. If mature native evergreens already exist in the front yard of a size meeting the criteria aforesaid this requirement shall abate to that extent. Trees not surviving a period of one year from planting shall be replaced within three months.

12. All front yards shall be seeded or sodded to lawngrass upon completion of the dwelling except for those portions used in other decorative landscaping techniques such as flower beds or shrubs. All lawns must be completed to the front street curb.

13. No non-operative motor vehicles, waste, garbages or rubbish shall be dumped, stored or placed on may lot nor shall anything be done which may be a nuisance or annoyance to neighboring properties. All refuse and garbage shall be stored in proper receptacles at the rear of the residence. 14. No industrial or sericultural equipment shall be parked or placed on the said lands. No commercial vehicle loads or unloaded of a maximum weight exceeding 5,000 kilograms gross license weight pursuant to the axle loading ratio shall be parked or placed on the said lands.

- 3 -

15. We television satellite dishes shall be emplaced in front yards.

16. No birds or animals shall be kept on the said lands except dogs, cats and birds as household pets.

17. Should any lot herein not built upon within one (1) year from the date of purchase the owner shall thereafter until built on keep the same in good repair and woed free.

18. No signs or advertising material of any kind shall be placed or erected on a lot, except:

- a) one sign on each lot of not more than five (5) square feet advertising the property for sale or rent;
- b) signs used by a building contractor during construction;

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c) any personal name plate on each lot not more than two (2) square feet denoting the owner's nome and address only.

19. The declared purpose of this covenant is to insure the lands are brought into development as a quality community and are aimed at protecting the value of the investment made therein and for that purpose are reasonable.

20. Should any owner of any lot breach any of the covenants herein, then any other owner, adjoining or otherwise of any of the lands in Schedule "A", may proceed in law against the offending owner to enforce these covenants, provided however that no obligation, action or claim lies against Weigewood Development Ltd. other than as a registered owner in the event of such breach. This covenant shall constitute an absolute defence to such claim or action against Weigewood Development Ltd.

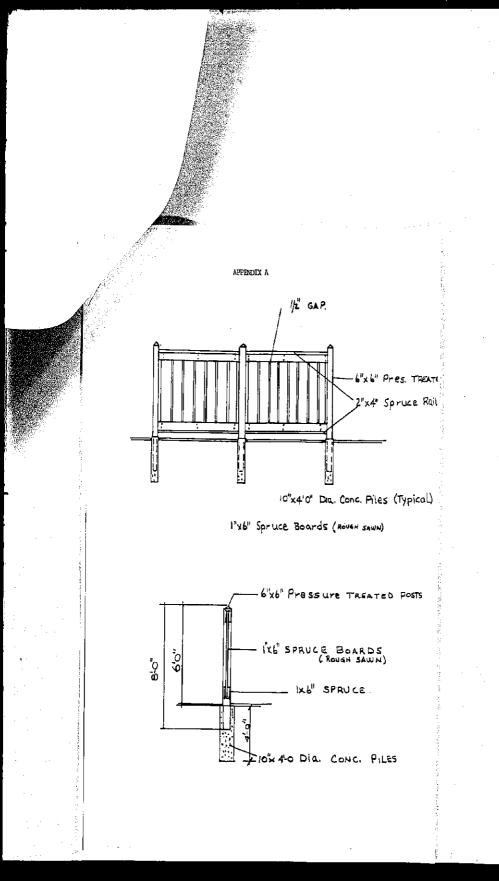


EXHIBIT "I"

This is Exhibit "I" referred to in the Affidavit of James Hammond Sworn before me this 27th day of September, 2023

A Commissioner for Oaths in and for Alberta

TIMOTHY J. BURNHAM Barrister & Solicitor

A Commissioner for Oaths in and for Alberta by virtue of being a Lawyer

ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

982087948

ORDER NUMBER: 46445871

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IN THE MATTER OF THE LAND TITLES ACT BEING CHAPTER C-5 OF THE REVISED STATUTES OF ALBERTA, 1980, AND AMENDMENTS THERETO

AND IN THE MATTER OF A RESTRICTIVE COVENANT MADE PURSUANT TO SECTION 52 OF THE LAND TITLES ACT, R.S.A. 1980, AS AMENDED

RESTRICTIVE COVENANT

Wedgewood Developments Ltd. being the registered owner in fee simple of those parcels of land set forth in Schedule "A" (the Dominant Lands) annexed hereto and desiring to maintain the general character of the lands set forth in Schedule "A" (the Dominant Lands) by restricting the use of the lands set out in Schedule "B" (the Servient Lands) hereto DO HEREBY declare, establish, impose and annex the restrictive covenants and conditions set forth in Schedule "C" annexed hereto which shall run with the lands set out in Schedule "B" (the Servient Lands) and be legally annexed thereto and shall extend to, be binding upon and enure to the benefit of the undersigned, being the registered owner in fee simple of the lands set out in Schedules "A" and "B" hereto and every purchaser or transferee of the undersigned, their respective heirs, administrators, executors, successors and assigns until the 31st day of May, A.D. 2078.

DATED at the City of Grande Prairie, in the Province of Alberta, this 3rd day of March,

A.D. 1998.

WEDGEWOOD DEVELOPMENTS LTD.

ASSATC-

Plan 8921992 Block 2 Lot 103 Containing 24.3 Hectares (60.05 acres) more or less

Excepting Thereout:

		Hectares	(Acres) More or Less
A)	Plan 9020859 Subdivision	1.054	2.60
B)	Plan 9222225 Subdivision	3.27	8.08
C)	Plan 9422530 Subdivision	3.334	8.24
D)	Plan 9720776, Subdivision	2.104	5.20
E)	Plan 982 127 Subdivision	3.912	9.67
Exce	pting Thereout All Mines and M	linerals	

and

$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	<u>LOT</u>	<u>BLOCK</u>
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10 4 11 4	8	
11 4	9	
	10	
12 4	11	
	12	4

In each case as shown on Plan 982_127

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SCHEDULE "B"

BLOCK
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4
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In each case as shown on Plan 982 1275 Excepting thereout all mines and minerals.

SCHEDULE "C"

1. The said lands shall be used for the construction on each lot of a single detached residential dwelling only (hereafter referred to as "the residence") and no attached, semi-detached, duplex or apartment shall be constructed on any of the said lands.

2. Any residence shall be of new construction and shall have the approval of the appropriate government authority prior to the commencement of construction and notwithstanding any building standards or regulations, all residential development shall be constructed to minimum living areas as follows:

- a. bungalow, bi-level and split level 1200 square fect;
- b. two storey 950 square feet for the main floor area with a total floor area of 1,600 square feet.

All areas in this clause may include outer walls but shall exclude any basement area, garages, porches, patio, deck or like structure.

3. All residences must have a double garage or carport.

4. No modular or mobile homes shall be parked or moved onto the said lands.

5. Only cedar shakes, cedar shingles, pine shakes, pine shingles or clay tiles shall be utilized as roof covering on the residence and garage. For the initial residence to be constructed on the lands Wedgewood Developments Ltd. may approve any acceptable alternative product for roofing material other than asphalt shingles.

6. Only wood, aluminum or vinyl siding, stucco, brick, natural stone or cultured stone shall be utilized as exterior wall finishes. Each residence shall have a minimum of fifteen (15%) per cent brick work or stone work on the front facade, save in cases where there are significant other architectural features to the house to compensate and the use of facade material would detract from the overall effect.

7. All roof slopes shall have a minimum rise of five (5) feet for each twelve (12) feet of run,

•.

including garages.

8. Any fence erected on the lands shall be no more than six (6) feet in height and shall either be of chainlink construction or alternately of wooden construction following the general specifications set out in Appendix "A" hereto. No fence shall protrude or be constructed closer to the adjacent roadway than the front or side of the residence.

9. Concurrent with the construction of the dwelling a concrete, cobblestone, interlocking brick, asphalt or other finished driveway beyond the gravel level shall be constructed.

10. Concurrent with the construction of the dwelling an entry sidewalk from either the front street or driveway shall be constructed of material other than precast concrete slabs, wood or gravel.

11. Upon completion of construction of the dwelling three (3) trees shall be planted in each front yard. All evergreens shall be at least five (5) feet high and all deciduous trees shall be a minimum size of 2" diameter at the butt. Poplar, aspen and native willow shall not qualify as planted trees. If mature native evergreens already exist in the front yard of a size meeting the criteria aforesaid this requirement shall abate to that extent. Trees not surviving a period of one year from planting shall be replaced within three months.

12. All front yards shall be seeded or sodded to lawngrass upon completion of the dwelling except for those portions used in other decorative landscaping techniques such as flower beds or shrubs. All lawns must be completed to the front street curb.

13. No non-operative motor vehicles, waste, garbages or rubbish shall be dumped, stored or placed on any lot nor shall anything be done which may be a nuisance or annoyance to neighbouring properties. All refuse and garbage shall be stored in proper receptacles at the rear of the residence.

14. No industrial or agricultural equipment shall be parked or placed on the said lands. No commercial vehicle loads or unloaded of a maximum weight exceeding 5,000 kilograms gross license weight pursuant to the axle loading ratio shall be parked or placed on the said lands.

15. No television satellite dishes shall be emplaced in front yards.

16. No birds or animals shall be kept on the said lands except dogs, cats and birds as household pets.

17. Should any lot herein not be built upon within one (1) year from the date of purchase the owner shall thereafter until built on keep the same in good repair and weed free.

18. No signs or advertising material of any kind shall be placed or erected on a lot, except:

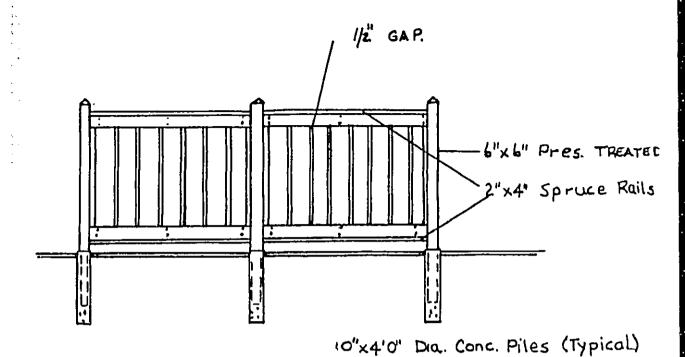
- a. one sign on each lot of not more than five (5) square feet advertising the property for sale or rent;
- b. signs used by a building contractor during construction
- e. any personal name plate on each lot not more than two (2) square feet denoting the owner's name and address only.

19. The declared purpose of this covenant is to insure the lands are brought into development as a quality community and are aimed at protecting the value of the investment made therein and for that purpose are reasonable.

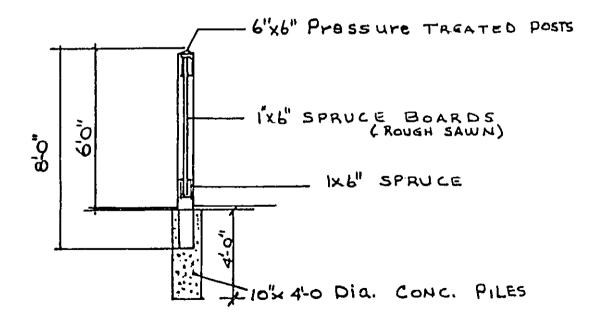
20. Should any owner of any lot breach any of the covenants herein, then any other owner, adjoining or otherwise of any of the lands in Schedule "A", may proceed in law against the offending owner to enforce these covenants, provided however that no obligation, action or claim lies against Wedgewood Developments Ltd. other than as a registered owner in the event of such breach. This covenant shall constitute an absolute defence to such claim or action against Wedgewood Development Ltd.

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1"x6" Spruce Boards (ROVEN SAWN)



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982087948 REGISTERED 1998 04 01 RESC - RESTRICTIVE COVENANT DOC 3 OF 9 DRR#: 6519179 ADR/JFERNHOL

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EXHIBIT "J"

This is Exhibit "J" referred to in the Affidavit of James Hammond Sworn before me this 27th day of September, 2023

A Commissioner for Oaths in and for Alberta

TIMOTHY J. BURNHAM Barrister & Solicitor

A Commissioner for Oaths in and for Alberta by virtue of being a Lawyer

ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE

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ORDER NUMBER: 46445871

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IN THE MATTER OF THE LAND TITLES ACT BEING CHAPTER C-5 OF THE REVISED STATUTES OF ALBERTA, 1980, AND AMENDMENTS THERETO

AND IN THE MATTER OF A RESTRICTIVE COVENANT MADE PURSUANT TO SECTION 52 OF THE LAND TITLES ACT, R.S.A. 1980, AS AMENDED

RESTRICTIVE COVENANT

Wedgewood Developments Ltd. being the registered owner in fee simple of those parcels of land set forth in Schedule "A" (the Dominant Lands) annexed hereto and desiring to maintain the general character of the lands set forth in Schedule "A" (the Dominant Lands) by restricting the use of the lands set out in Schedule "B" (the Servient Lands) hereto DO HEREBY declare, establish, impose and annex the restrictive covenants and conditions set forth in Schedule "C" annexed hereto which shall run with the lands set out in Schedule "B" (the Servient Lands) and be legally annexed thereto and shall extend to, be binding upon and enure to the benefit of the undersigned, being the registered owner in fee simple of the lands set out in Schedules "A" and "B" hereto and every purchaser or transferce of the undersigned, their respective heirs, administrators, executors, successors and assigns until the 31st day of May, A.D. 2078.

DATED at the City of Grande Prairie, in the Province of Alberta, this 16th day of June,

A.D. 1998.

WEDGEWOOD DEVELOPMENTS LTD.

SCHEDULE "A"

Plan 8921992 Block 2 Lot 103 Containing 24.3 Hectares (60.05 acres) more or less

Excepting Thereout:

	_	Hectares	(Acres) More or Less
A)	Plan 9020859 Subdivision	1.054	2.60
B)	Plan 9222225 Subdivision	3.27	8.08
C)	Plan 9422530 Subdivision	3.334	8.24
D)	Plan 9720776 Subdivision	2.104	5.20
E)	Plan 9821275 Subdivision	3.912	9.67
F)	Plan 982Subdivision 2977	1.997	4.93

Excepting Thereout All Mines and Minerals

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<u>LOT</u>	<u>BLOCK</u>
62	1
63	1
64	1
65	1
66	1
67	1
68	1
69	1
70	1
1	5
2	5
32	5
33	5
34	5

In each case as shown on Plan 982 2977

SCHEDULE "B"

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<u>I.OT</u>	BLOCK	
62	1	
63	1	
64	1	
65	l	
66	1	
67	1	
68	1	
69	1	
70	1	
1	5	
2	5	
32	5	
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In each c	ase as shown on Plan 982 297.	
Excepting	thereout all mines and mineral	s.

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SCHEDULE "C"

1. The said lands shall be used for the construction on each lot of a single detached residential dwelling only (hereafter referred to as "the residence") and no attached, semi-detached, duplex or apartment shall be constructed on any of the said lands.

2. Any residence shall be of new construction and shall have the approval of the appropriate government authority prior to the commencement of construction and notwithstanding any building standards or regulations, all residential development shall be constructed to minimum living areas as follows:

- a. bungalow, bi-level and split level 1200 square feet;
- b. two storey 950 square fect for the main floor area with a total floor area of 1,600 square feet.

All areas in this clause may include outer walls but shall exclude any basement area, garages, porches, patio, deck or like structure.

3. All residences must have a double garage or carport.

4. No modular or mobile homes shall be parked or moved onto the said lands.

5. Only cedar shakes, cedar shingles, pine shakes, pine shingles or elay tiles shall be utilized as roof covering on the residence and garage. For the initial residence to be constructed on the lands Wedgewood Developments Ltd. may approve any acceptable alternative product for roofing material other than asphalt shingles.

6. Only wood, aluminum or vinyl siding, stucco, brick, natural stone or cultured stone shall be utilized as exterior wall finishes. Each residence shall have a minimum of fifteen (15%) per cent brick work or stone work on the front facade, save in cases where there are significant other architectural features to the house to compensate and the use of facade material would detract from the overall effect.

7. All roof slopes shall have a minimum rise of five (5) feet for each twelve (12) feet of run,

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including garages.

8. Any fence crected on the lands shall be no more than six (6) feet in height and shall either be of chainlink construction or alternately of wooden construction following the general specifications set out in Appendix "A" hereto. No fence shall protrude or be constructed closer to the adjacent roadway than the front or side of the residence.

9. Concurrent with the construction of the dwelling a concrete, cobblestone, interlocking brick, asphalt or other finished driveway beyond the gravel level shall be constructed.

10. Concurrent with the construction of the dwelling an entry sidewalk from either the front street or driveway shall be constructed of material other than precast concrete slabs, wood or gravel.

11. Upon completion of construction of the dwelling three (3) trees shall be planted in each front yard. All evergreens shall be at least five (5) feet high and all deciduous trees shall be a minimum size of 2" diameter at the butt. Poplar, aspen and native willow shall not qualify as planted trees. If mature native evergreens already exist in the front yard of a size meeting the criteria aforesaid this requirement shall abate to that extent. Trees not surviving a period of one year from planting shall be replaced within three months.

12. All front yards shall be seeded or sodded to lawngrass upon completion of the dwelling except for those portions used in other decorative landscaping techniques such as flower beds or shrubs. All lawns must be completed to the front street curb.

13. No non-operative motor vehicles, waste, garbages or rubbish shall be dumped, stored or placed on any lot nor shall anything be done which may be a nuisance or annoyance to neighbouring properties. All refuse and garbage shall be stored in proper receptacles at the rear of the residence.

14. No industrial or agricultural equipment shall be parked or placed on the said lands. No commercial vehicle loads or unloaded of a maximum weight exceeding 5,000 kilograms gross license weight pursuant to the axle loading ratio shall be parked or placed on the said lands.

15. No television satellite dishes shall be emplaced in front yards.

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16. No birds or animals shall be kept on the said lands except dogs, cats and birds as household pets.

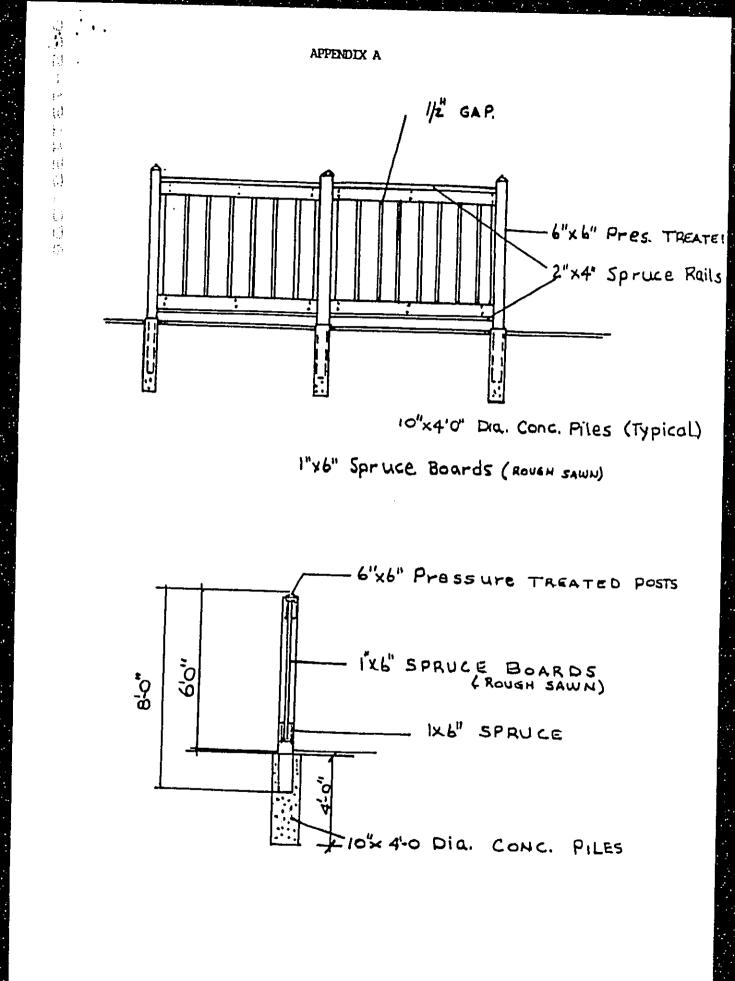
17. Should any lot herein not be built upon within one (1) year from the date of purchase the owner shall thereafter until built on keep the same in good repair and weed free.

18. No signs or advertising material of any kind shall be placed or erected on a lot, except:

- a. one sign on each lot of not more than five (5) square feet advertising the property for sale or rent;
- b. signs used by a building contractor during construction
- c. any personal name plate on each lot not more than two (2) square feet denoting the owner's name and address only.

19. The declared purpose of this covenant is to insure the lands are brought into development as a quality community and are aimed at protecting the value of the investment made therein and for that purpose are reasonable.

20. Should any owner of any lot breach any of the covenants herein, then any other owner, adjoining or otherwise of any of the lands in Schedule "A", may proceed in law against the offending owner to enforce these covenants, provided however that no obligation, action or claim lies against Wedgewood Developments Ltd. other than as a registered owner in the event of such breach. This covenant shall constitute an absolute defence to such claim or action against Wedgewood Development Ltd.



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EXHIBIT "K"

This is Exhibit "K" referred to in the Affidavit of James Hammond Sworn before me this 27th day of September, 2023

A Commissioner for Oaths in and for Alberta

TIMOTHY J. BURNHAM Barrister & Solicitor

A Commissioner for Oaths in and for Alberta by virtue of being a Lawyer

ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

002227758

ORDER NUMBER: 46445871

ADVISORY

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IN THE MATTER OF THE FAND HITES ACT BEING CHAPTER C-5 OF THE REVISED STATUTES OF ALBERTA, 1980, AND AMENDMENTS THERETO

AND IN THE MATTER OF A RESTRICTIVE COVENANT MADE PURSUANT TO SECTION 52 OF THE UAND HILLES ACT, R.S.A. 1980, AS AMENDED

RESTRICTIVE COVENANT

Wedgewood Developments Ltd. being the registered owner in fee simple of those parcels of land set forth in Schedule "A" (the Dominant Lands) annexed hereto and desiring to maintain the general character of the lands set forth in Schedule "A" (the Dominant Lands) by restricting the use of the lands set out in Schedule "B" (the Servient Lands) hereto DO HEREBY declare, establish, impose and annex the restrictive eovenants and conditions set forth in Schedule "C" annexed hereto which shall run with the lands set out in Schedule "B" (the Servient Lands) and be legally annexed hereto which shall extend to, be binding upon and entire to the benefit of the undersigned, being the registered owner in fee simple of the lands set out in Schedules "A" and "B" hereto and every purchaser or transferce of the undersigned, their respective heirs, administrators, executors, successors and assigns until the 31st day of May, A D 2079

DATED at the City of Grande Prairie, in the Province of Alberta, this \mathfrak{Z} day of August, in

A.D. 2000.

WEDGEWOOD DEVELOPMENISTID

Spal

SCHEDULE "A"

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Plan 8921992 Block 2 Lot 103 Containing 24.3 Hectares (60.05 acres) more or less

Excepting Thereout:

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		Hectares	(Acres) More or Less
A)	Plan 9020859 Subdivision	1.054	2.60
B)	Plan 9222225 Subdivision	3.27	8.08
()	Plan 9422530 Subdivision	3.334	8.24
D)	Plan 9720776 Subdivision	2 104	5.20
1)	Plan 9821275 Subdivision	3.912	9.67
Ð	Plan 9822977 Subdivision	1.997	4.93
G)	Plan 9924538 Subdivision	1674	414
II)	Plan 9925018 Subdivision	1.782	4.40
D.	Plan 0022927 Subdivision		
1	and a the second All Africa and Al	maral	

Excepting Thereout All Mines and Minerals

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		SCHEDULE "B"
<u>101</u>	BLOCK	
18	5	
19	5	
20	5	
	5	
	5	
	5	
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55	I	
	<u>1 OT</u> 18 19 20 21 22 23 54	LOT BLOCK 18 5 19 5 20 5 21 5 22 5 23 5 54 1

in each case as shown on Plan 0022927

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EXCEPTING THEREOUT ALL MINES AND MINERALS.

SCHEDULE "C"

1. The said lands shall be used for the construction on each lot of a single detached residential dwelling only (hereafter referred to as "the residence") and no attached, semi-detached, duplex or apartment shall be constructed on any of the said lands.

2. Any residence shall be of new construction and shall have the approval of the appropriate government authority prior to the commencement of construction and notwithstanding any building standards or regulations, all residential development shall be constructed to minimum living areas as follows:

- a. bungalow, bi-level and split level 1200 square feet:
- two storey 950 square fect for the main floor area with a total floor area of 1,600 square feet.

All areas in this clause may include outer walls but shall exclude any basement area, garages, porches, patio, deck or like structure.

3. All residences must have a double garage or carport.

No modular or mobile homes shall be parked or moved onto the said lands.

5. Only cedar shakes, cedar shingles, or clay tiles shall be utilized as roof covering on the residence and gatage. For the initial residence to be constructed on the landy Wedgewood Developments Ltd. may approve any acceptable alternative product for roofing material other than asphalt shingles.

6. Only wood, aluminum or vinyl siding, stucco, brick, natural stone or cultured stone shall be utilized as exterior wall finishes. Each residence shall have a minimum of fifteen (15%) per cent brick work or stone work on the front facade, save in cases where there are significant other architectural features to the house to compensate and the use of facade material would detract from the overall effect.

7. All roof slopes shall have a minimum rise of five (5) feet for each twelve (12) feet of run, including garages.

8. Any fence crected on the lands shall be no more than six (6) feet in height and shall either be of

chainlink construction or alternately of wooden construction following the general specifications set out in Appendix "A" hereto. No fence shall protrude or be constructed closer to the adjacent roadway than the front or side of the residence.

9 Concurrent with the construction of the dwelling a concrete, cobblestone, interlocking brick, asphalt or other finished driveway beyond the gravel level shall be constructed.

10. Concurrent with the construction of the dwelling an entry sidewalk from either the front street or driveway shall be constructed of material other than precast concrete slabs, wood or gravel.

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15. No television satellite dishes shall be emplaced in front yards

16. No birds or animals shall be kept on the said lands except dogs, cats and birds as household pets

17. Should any lot herein not be built upon within one (1) year from the date of purchase the owner shall thereafter until built on keep the same in good repair and weed free.

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18. No signs or advertising material of any kind shall be placed or erected on a lot, except-

- a. one sign on each lot of not more than five (5) square feet advertising the property for sale or rent;
- b. signs used by a building contractor during construction
- e. any personal name plate on each lot not more than two (2) square feet denoting the owner's name and address only.

19. The declared purpose of this covenant is to insure the lands are brought into development as a quality community and are aimed at protecting the value of the investment made therein and for that purpose are reasonable.

20. Should any owner of any lot breach any of the covenants herein, then any other owner, adjoining or otherwise of any of the lands in Schedule "A", may proceed in law against the offending owner to enforce these covenants, provided however that no obligation, action or claim lies against. Wedgewood Developments Ltd. other than as a registered owner in the event of such breach. This covenant shall constitute an absolute defence to such claim or action against. Wedgewood Development Ltd.

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EXHIBIT "L"

This is Exhibit "L" referred to in the Affidavit of James Hammond Sworn before me this 27th day of September, 2023

A Commissioner for Oaths in and for Alberta

TIMOTHY J. BURNHAM Barrister & Solicitor

A Commissioner for Oaths in and for Alberta by virtue of being a Lawyer

ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

992245954

ORDER NUMBER: 46445871

ADVISORY

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IN THE MATTER OF THE LAND TITLES ACT BEING CHAPTER C-5 OF THE REVISED STATUTES OF ALBERTA. 1980, AND AMENDMENTS THERETO

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い (1) (1) AND IN THE MATTER OF A RESTRICTIVE COVENANT MADE PURSUANT TO SECTION 52 OF THE LAND TITLES ACT, R.S.A. 1980, AS AMENDED

RESTRICTIVE COVENANT

Wedgewood Developments Ltd. being the registered owner in fee simple of those pareels of land set forth in Schedule "A" (the Dominant Lands) annexed hereto and desiring to maintain the general character of the lands set forth in Schedule "A" (the Dominant Lands) by restricting the use of the lands set out in Schedule "B" (the Servient Lands) hereto DO HEREBY declare, establish, impose and annex the restrictive covenants and conditions set forth in Schedule "C" annexed hereto which shall run with the lands set out in Schedule "B" (the Servient Lands) and be legally annexed thereto and shall extend to, be binding upon and enure to the benefit of the undersigned, being the registered owner in fee simple of the lands set out in Schedules "A" and "B" hereto and every purchaser or transferee of the undersigned, their respective heirs, administrators, executors, successors and assigns until the 31st day of May, A.D. 2079.

DATED at the City of Grande Prairie, in the Province of Alberta, this 17 day of August, A.D. 1999.

WEDGEWOOD DEVELOPMENTS LTD.

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PER: Stand

Plan 8921992 Block 2 Lot 103 Containing 24.3 Hectares (60.05 acres) more or less

Excepting Thereout:

		Hectares	(Acres) More or Less
A)	Plan 9020859 Subdivision	1.054	2.60
B)	Plan 9222225 Subdivision	3.27	8.08
C)	Plan 9422530 Subdivision	3.334	8.24
D)	Plan 9720776 Subdivision	2.104	5.20
E)	Plan 9821275 Subdivision	3.912	9.67
F)	Plan 9822977 Subdivision	1.997	4.93
G)	Plan 9924538 Subdivision	1.674	4.14
H)	Plan 9925018 Subdivision	1.782	4.40
Excer	ting Thereout All Mines and M	linerals	

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<u>1.01</u>	BLOCK
33.	1
34	1
112	2
113 -	2 2
114 -	2
115 -	2
116 -	2 2 2
117 -	2
118 -	
1	4
2	4
2 3 -	4
4	4
5 -	4
6 -	4

In each case as shown on Plan 9924538

and

<u>LOT</u>	<u>BLOCK</u>
56 -	l
57	1
58	1
59 ·	1
60 -	1
61 -	I

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	24 -	, 5 [·]	
	25	5	
	26	5	
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(1)	31	5	
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In each case as shown on Plan 9925018

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SCHEDULE "B"

<u>1.0T</u>	<u>BLOCK</u>
33	1
34	1
112	2
113	2
114	2
115	2
116	2
117	2
118	2
1	4
2 3	4
3	4
4	4
5	4
6	4

In each case as shown on Plan 9924538

and

<u>LOT</u>	<u>BLOCK</u>
56	1
57	1
58	i
59	1
60	1
61	i
24	5
25	5
26	5
27	5
28	5
29	5
30	5
31	5

In each case as shown on Plan 9925018

EXCEPTING THEREOUT ALL MINES AND MINERALS.

SCHEDULE "C"

The said lands shall be used for the construction on each lot of a single detached residential dwelling only (hereafter referred to as "the residence") and no attached, semi-detached, duplex or apartment shall be constructed on any of the said lands.

Any residence shall be of new construction and shall have the approval of the appropriate government authority prior to the commencement of construction and notwithstanding any building standards or regulations, all residential development shall be constructed to minimum living areas as

follows:

- bungalow, bi-level and split level 1200 square feet;
- two storey 950 square feet for the main floor area with a total floor area of 1,600 square a. b.

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All areas in this clause may include outer walls but shall exclude any basement area, garages, porches, patio, deck or like structure.

All residences must have a double garage or carport. 3.

4.

No modular or mobile homes shall be parked or moved onto the said lands.

Only cedar shakes, cedar shingles, or clay tiles shall be utilized as roof covering on the residence and garage. For the initial residence to be constructed on the lands Wedgewood Developments Ltd. may approve any acceptable alternative product for roofing material other than asphalt shingles.

Only wood, aluminum or vinyl siding, stucco, brick, natural stone or cultured stone shall be utilized as exterior wall finishes. Each residence shall have a minimum of fifteen (15%) per cent brick work or stone work on the front facade, save in cases where there are significant other architectural features to the house to compensate and the use of facade material would detract from the overall effect,

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8. Any fence crected on the lands shall be no more than six (6) feet in height and shall either be of chainlink construction or alternately of wooden construction following the general specifications set out in Appendix "A" hereto. No fence shall protrude or be constructed closer to the adjacent roadway than the front or side of the residence.

9. Concurrent with the construction of the dwelling a concrete, cobblestone, interlocking brick, asphalt or other finished driveway beyond the gravel level shall be constructed.

10. Concurrent with the construction of the dwelling an entry sidewalk from either the front street or driveway shall be constructed of material other than precast concrete slabs, wood or gravel.

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15. No television satellite dishes shall be emplaced in front yards.

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18. No signs or advertising material of any kind shall be placed or erected on a lot, except:

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- b. signs used by a building contractor during construction

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c. any personal name plate on each lot not more than two (2) square feet denoting the owner's name and address only.

19. The declared purpose of this covenant is to insure the lands are brought into development as a quality community and are aimed at protecting the value of the investment made therein and for that purpose are reasonable.

20. Should any owner of any lot breach any of the covenants herein, then any other owner, adjoining or otherwise of any of the lands in Schedule "A", may proceed in law against the offending owner to enforce these covenants, provided however that no obligation, action or claim lies against Wedgewood Developments Ltd. other than as a registered owner in the event of such breach. This covenant shall constitute an absolute defence to such claim or action against Wedgewood Development Ltd.

992245954 REGISTERED 1999-08-20 RESC - PESTRICTIVE COVENANT DOC 1 OF 1 DFE#: 8719081 ADR/GKINGSTO LINC/S: 0028009744 0028009752 0028009769 0028009777 0028009785 0028009793 0028009801 0028009819+

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EXHIBIT "M"

This is Exhibit "M" referred to in the Affidavit of James Hammond Sworn before me this 27th day of September, 2023

A Commissioner for Oaths in and for Alberta

TIMOTHY J. BURNHAM Barrister & Solicitor

A Commissioner for Oaths in and for Alberta by virtue of being a Lawyer

{00483341v1}

ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

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ORDER NUMBER: 46445871

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IN THE MATTER OF THE LAND TITLES ACT BEING CHAPTER C-5 OF THE REVISED STATUTES OF ALBERTA, 1980, AND AMENDMENTS THERETO

AND IN THE MATTER OF A RESTRICTIVE COVENANT MADE PURSUANT TO SECTION 52 OF THE LAND TITLES ACT, R.S.A. 1980, AS AMENDED

RESTRICTIVE COVENANT

Wedgewood Developments Ltd. being the registered owner in fee simple of those parcels of land set forth in Schedule "A" (the Dominant Lands) annexed hereto and desiring to maintain the general character of the lands set forth in Schedule "A" (the Dominant Lands) by restricting the use of the lands set out in Schedule "B" (the Servient Lands) hereto DO HEREBY declare, establish, impose and annex the restrictive covenants and conditions set forth in Schedule "C" annexed hereto which shall run with the lands set out in Schedule "B" (the Servient Lands) and be legally annexed hereto and shall extend to, be binding upon and enure to the benefit of the undersigned, being the registered owner in fee simple of the lands set out in Schedules "A" and "B" hereto and every purchaser or transferee of the undersigned, their respective heirs, administrators, executors, successors and assigns until the 31st day of May, A.D. 2080.

DATED at the City of Grande Prairie, in the Province of Alberta, this 25 day of July, A.D.

2001.

WEDGEWOOD DEVELOPMENTS LTD.

SCHEDULE "A"

<u>BLOCK</u>

<u>LOT</u>

\$

in each case as shown on Plan 012 <u>303</u>
EXCEPTING THEREOUT ALL MINES AND MINERALS.

<u>LOT</u>

SCHEDULE "B"

<u>BLOCK</u>

35 through 51 1 14 through 17 5

in each case as shown on Plan 012 2303

EXCEPTING THEREOUT ALL MINES AND MINERALS.

SCHEDULE "C"

1. The said lands shall be used for the construction on each lot of a single detached residential dwelling only (hereafter referred to as "the residence") and no attached, semi-detached, duplex or apartment shall be constructed on any of the said lands.

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- b. signs used by a building contractor during construction
- any personal name plate on each lot not more than two (2) square feet denoting the owner's name and address only.

19. The declared purpose of this covenant is to insure the lands are brought into development as a quality community and are aimed at protecting the value of the investment made therein and for that purpose are reasonable.

20. Should any owner of any lot breach any of the covenants herein, then any other owner, adjoining or otherwise of any of the lands in Schedule "A", may proceed in law against the offending owner to enforce these covenants, provided however that no obligation, action or claim lies against Wedgewood Developments Ltd. other than as a registered owner in the event of such breach. This covenant shall constitute an absolute defence to such claim or action against Wedgewood Development Ltd.

012356900 REGISTERED 2001 11 06 RESC - RESTRICTIVE COVENANT DOC 4 OF 4 DRR#: 9600507 ADR/GHAMILTO

EXHIBIT "N"

This is Exhibit "N" referred to in the Affidavit of James Hammond Sworn before me this 27th day of September, 2023

A Commissioner for Oaths in and for Alberta

TIMOTHY J. BURNHAM Barrister & Solicitor

A Commissioner for Oaths in and for Alberta by virtue of being a Lawyer

Schedule "N"

Affected Landowners

Plan	Block	Lot	Owner	Address	City/County	Postal	Restrictive Covenant
						Code	Number
9020859	3	24					892 341 666
							902 086 921
9020859	3	23					892 341 666
							902 086 921
9020859	3	22					892 341 666
							902 086 921
9020859	3	21					892 341 666
							902 086 921
9020859	3	20					892 341 666
							902 086 921
9020859	3	19					892 341 666
							902 086 921
9020859	3	18					892 341 666
							902 086 921
9020859	3	17					892 341 666
							902 086 921
9020859	3	16					892 341 666
							902 086 921
9020859	3	14					892 341 666
							902 086 921
9020859	3	13					892 341 666
							902 086 921
9020859	3	12					892 341 666
							902 086 921
9020859	3	11					892 341 666
							902 086 921

9020859	3	10		892 341 666
				902 086 921
9020859	3	9		892 341 666
				902 086 921
9020859	3	8		892 341 666
				902 086 921
9020859	3	7		892 341 666
				902 086 921
9020859	3	6		892 341 666
				 902 086 921
8921880	3	5		892 176 032
8921880	3	3		892 176 032
	-	_		892 341 666
8921880	3	2		892 176 032
				892 341 666
9821275	1	129		892 341 666
		MR		922 221 745
				942 275 087
				972 145 018
9222225	1	96		892 341 666
				992 221 745
9222225	1	95		892 341 666
				992 221 745
9222225	1	94		892 341 666
				 992 221 745
9222225	1	93		892 341 666
				992 221 745
9422530	1	92		892 341 666
				992 221 745
9422530	1	91		892 341 666
				992 221 745

9422530	1	90			892 341 666
					992 221 745
					942 275 087
9422530	1	89			892 341 666
					992 221 745
					942 275 087
9422530	1	88			892 341 666
					992 221 745
					942 275 087
9422530	1	87			892 341 666
					992 221 745
					942 275 087
9422530	1	86			892 341 666
					992 221 745
					942 275 087
9422530	1	85			892 341 666
					992 221 745
					942 275 087
9422530	1	84			892 341 666
					992 221 745
					942 275 087
9422530	1	83			892 341 666
					992 221 745
					942 275 087
9422530	1	82			892 341 666
					992 221 745
					942 275 087
9422530	1	81			892 341 666
					992 221 745
					942 275 087
9422530	1	80			892 341 666
					992 221 745
					942 275 087

9422530	1	79			892 341 666
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9422530	1	78			892 341 666
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9422530	1	77			892 341 666
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					942 275 087
9422530	1	76P			892 341 666
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9720776	1	128			892 341 666
					 992 221 745
					942 275 087
					972 145 018
9720776	1	127			892 341 666
					 992 221 745
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					972 145 018
9720776	1	126			892 341 666
					 992 221 745
					942 275 087
					972 145 018
9720776	1	125			892 341 666
					992 221 745
					942 275 087
					972 145 018
9720776	1	124			892 341 666
				_	992 221 745
					942 275 087
					 972 145 018
9821275	1	123			892 341 666
					992 221 745
					942 275 087

				972 145 018
				982 087 948
9821275	1	122		892 341 666
				992 221 745
				942 275 087
				972 145 018
				982 087 948
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				992 221 745

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				992 221 745
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				972 145 018
				982 087 948
9821275	1	71		892 341 666
				992 221 745
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				972 145 018
				982 087 948
9822977	1	70		892 341 666
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				982 087 948
				982 181 128

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9822977	1	64				892 341 666
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9822977	1	63			892 341 666
					922 221 745
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					982 087 948
					982 181 128
9822977	1	62			892 341 666
					922 221 745
					942 275 087
					972 145 018
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					982 181 128
9925018	1	61			892 341 666
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					992 245 954
9925018	1	60			892 341 666
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						992 245 954
9925018	1	56				892 341 666
						922 221 745
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						982 181 128
						992 245 954
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						942 275 087

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				992 245 954
				002 227 758
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				942 275 087
				972 145 018
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				982 181 128
				992 245 954
				002 227 758
				012 356 900
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				982 181 128
				992 245 954
				002 227 758
				012 356 900
0125303	1	39		892 341 666
				922 221 745
				942 275 087
				972 145 018
				982 087 948
				982 181 128
				992 245 954
				002 227 758
				012 356 900
0125303	1	38		892 341 666
				922 221 745
				942 275 087
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				982 087 948
				982 181 128
				992 245 954
				002 227 758
				012 356 900
0125303	1	37		892 341 666
				922 221 745
				942 275 087
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992 245 954 002 227 758 002 227 758 0125303 1 36 1 36 1 36 1 36 1 36 1 36 1 36 1 36 1 36 1 36 1 36 1 36 1 35 1 35 1 35 1 35 1 35 1 35 1 36 1 36 1 36 1 36 1 36 1 36 1 36 1 36 1 36 1 36 1 36 1 36 1 36 1 36 1 37 1					982 181 128
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Image: second	0125202	1	36		
942 275 087 972 145 018 982 087 948 982 181 128 992 245 954 00125303 1 35 1 35 1 89 992 45 954 002 27 758 012 5503 1 35 892 341 666 922 221 745 942 275 087 972 145 018 982 087 948 982 181 128 992 245 954 001 25503 1 35 892 341 666 922 221 745 942 275 087 972 145 018 982 087 948 982 181 128 992 245 954 002 227 758 012 356 900 9924538 1 34 892 341 666 922 221 745 942 275 087 972 145 018 982 087 948 982 181 128 992 245 954 992 4538 1 34 892 341 666 992 245 954 992 245 954 992 245 954 992 245 954 992 245 954 992 245 954 992 245 954 992 245 954 992 245 954 992 245 954	0125505	Ť	50		
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9924538 1 33 892 341 666 922 221 745 942 275 087 942 275 087 972 145 018					982 181 128
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9924538	4	1		892 341 666	
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				982 181 128	
				992 245 954	
9924538	4	2		892 341 666	
				922 221 745	
				942 275 087	
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				982 087 948	
				982 181 128	
				992 245 954	
9924538	4	3		892 341 666	
				922 221 745	
				942 275 087	
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				982 181 128	
				992 245 954	
9924538	4	4		892 341 666	
				922 221 745	
				942 275 087	
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				982 181 128	
				992 245 954	
9924538	4	5		892 341 666	
				922 221 745	
				942 275 087	
				972 145 018	

				982 087 948
				982 181 128
				992 245 954
9924538	4	6		892 341 666
5524558	4	0		922 221 745
				942 275 087
				972 145 018
				982 087 948
				982 181 128
0001075		_		992 245 954
9821275	4	7		892 341 666
				922 221 745
				942 275 087
				972 145 018
				982 087 948
9821275	4	8		892 341 666
				922 221 745
				942 275 087
				972 145 018
				982 087 948
9821275	4	9		892 341 666
				922 221 745
				942 275 087
				972 145 018
				982 087 948
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				922 221 745
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				972 145 018
				982 087 948
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				972 145 018
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