

RESTRICTIVE COVENANTS

WHEREAS Dennis Bridges, Hazel Bridges and Abacus Industries Ltd., (the 'Developer') is or is entitled to become the registered owner of an estate in fee simple of the following land:

BUCK LAKE PLAN 782 3341

BLOCK TWO (2)

LOT ONE (1)

CONTAINING 16.7 HECTARES (41.24 ACRES) MORE OR LESS (N. ½ 22-46-6-W 5TH) in the County of Wetaskiwin No 10,

EXCEPTING THEREOUT ALL MINES AND MINERALS

in the Province of Alberta.

WHEREAS the Developer wishes to maintain the general character of the Lot(s) and each of them and has determined to establish, impose and annex to the Lot(s) certain covenants restrictive in nature in respect of the use, occupation and improvement of the Lot(s) and each of them; and

WHEREAS it is desirable that the benefit of the restrictive covenants herein set forth be annexed to and run with the Lot(s) and each of them as the dominant lands and that the burden of the restrictive covenants be annexed to and bind the Lot(s) and each of them as the servient lands and bind every owner and all subsequent owners thereof from time to time.

WITNESSETH that the Developer as Covenantor, on behalf of itself, its successors in title from time to time and the person deriving title under it or them, covenants with itself as Covenantee on behalf of itself, its successors in title from time to time and the persons deriving title under it or them, to the intent that the burden of the covenants shall run with and bind the Lot(s) and each of them and to the intent that the benefit thereof shall be annexed to and run with the Lot(s) and each of them, as follows:

1. RESTRICTIONS

- 1.1 No building, dwelling or improvement shall be constructed or placed on any of "the Lot(s)" except in compliance with:
 - (a) The Land Use Bylaw of the County of Wetaskiwin #10 from time to time in force and effect;
 - (b) The provisions of any Easement or Utility Right of Way respecting "the Lot(s)";
 - (c) The provisions of these Restrictive Covenants;
 - (d) The provisions of a Development Permit issued by the County of Wetaskiwin No. 10 for the specific building or improvement to a Lot.

- 1.2 "The Lot(s)" shall be used for private residential purposes only and no attached or semi-

detached house, duplex, apartment, or any house designed for more than one family shall be erected on anyone lot, and not more than one detached dwelling house, with or without attached private garage may be erected on such lot for permanent residence.

- 1.3 "The Lot(s)" or any building erected thereon shall not at any time be used for the purpose of any profession, trade, or business of any description, nor a school, hospital, or other charitable institution, nor as a hotel, apartment house, duplex, boarding or lodging house or place of public resort. Home offices are permissible. All permits for any type of business would be circulated by the County of Wetaskiwin to adjacent landowners.
- 1.4 No mobile, modular, double wide or pre-constructed home shall be kept on "the Lot(s)" for the purposes of utilizing the same as living accommodations. For the purpose of this Restrictive Covenant, "mobile, modular, double wide, pre-constructed home" shall mean a building or structure with or without wheels designed or equipped as a stationary dwelling place and constructed to be moved from one point to another by being towed or carried by truck but does not include a vacation trailer or motor home.
- 1.5 No more than one (1) vacation trailer, motor home or similar accommodation may be kept on any single lot on a permanent basis. There shall be no porches or additions permanently attached to or shelters built over any vacation trailer, motor home or similar accommodation.
- 1.6 No vacation trailer, motor home or other accommodations of a like or similar nature, shall be permitted to remain on any of the Lot(s) as a permanent or seasonal dwelling FOR GUESTS. Maximum length of stay for GUESTS in trailers, motor homes or similar accommodation is 30 days. When a vacation trailer, motor home or similar accommodations is unoccupied and being stored, such units shall not be located nor left in such condition that they present an unsightly condition when viewed from the subdivision road or from adjacent residences.
- 1.7 All buildings on the Lot(s) **must** be new construction with new materials and a completion date within three (3) years from start date.
- 1.8 Minimum size
 - minimum size , no house with an above grade main floor area of less than 900 square feet excluding basement, deck, porch, patio and garage.
- 1.9 The owner or owners of "the Lot(s)" shall have the right to erect one detached garage or shop, provided however, that nothing contained shall be construed so as to give permission for such building to be utilized for any business or commercial purpose.
- 1.10 Any additional buildings (described in paragraph 1.9 above) allowed on any lot pursuant to the terms hereof must be constructed of the same material, finish, design and roof pitch as the house and that it matches the exterior of the main residence of such lot.

- 1.11 Prior to being occupied, the exterior of every residence, dwelling, house, garage, and accessory building, shall be completed in full:

Exterior Materials: Approved types: stucco, stone, brick, log or siding (painted, stained wood, cedar, vinyl, or hardy board).

Colors: Color choice on all buildings on the lot must coordinate or complement.

Roofing: Roof lines on all buildings on the lot must be consistent or complimentary to the total overall appearance of the home.

No painted plywood, tar paper, building paper, or metal siding are allowed as finished products.

The exterior of every building shall be completed in full accordance with those plans and specifications that are submitted when a development and building permit is obtained from the County of Wetaskiwin #10 before it is occupied.

- 1.12 One guest house is permitted per lot in accordance with the County of Wetaskiwin #10 bylaw which states that guest house will **not** have kitchen facilities.
- 1.13 No building materials, waste, garbage, collection of junk, used items, automobiles, automobile parts or other material of any kind, whether similar or dissimilar to those herein enumerated, shall be dumped or stored or accumulated or collected or permitted by any owner to remain on any Lot except building material temporarily stored during construction of a building thereon, nor shall anything be done which may or not be or become an annoyance or nuisance to owners of any other of the Lot(s), nor shall the owner of any of the Lot(s) permit any structures thereon to come into or exist in a state of disrepair or present an unsightly appearance. Any unlicensed or inoperable vehicle, unsightly material, parts or similar items, shall only be allowed to be stored in a garage, shop or building thereon.
- 1.14 No fowl or livestock shall be raised, kept, housed or maintained on any of the Lot(s). Domestic animals including horses must comply with County of Wetaskiwin Bylaws.
- 1.15 Dogs, cats, or any other house pets may be kept on the Lot(s) provided they are not kept for commercial or breeding purposes, and provided they do not become a nuisance to other lot owners. Pets must be contained on the owner's property, and are not allowed to run at large.
- 1.16 No barb or high tensile wire fencing shall be allowed on the Lot(s). Minimum fence height- 4 ft 3".
- 1.17 No quads, motorcycles, snowmobiles or ATV's of any sort shall be allowed on land designated as "Pedestrian walkway", "MR" and "Fire Pond" (with the exception of maintenance and emergency vehicles of any sort).
- 1.18 No sign or advertising matter of any kind except a sign depicting the owners name and address shall be kept on the Lot(s) on a permanent basis. Signs relating to selling a lot, building contractor, etc. shall be kept only on a temporary basis for a maximum of 6

months. The Developer has the discretion to waive this condition.

- 1.19 No building, waste, or other material of any kind shall be dumped on "the Lot(s)", except for clean earth for the purpose of leveling the landscape in connection with the erection of a building thereon.
- 1.20 In the event that any fill is placed on any lot, including dirt from excavation for a basement, or the slope of any lot is changed, the FINAL GRADE must be such that the flow of storm water is no different than it was prior to the addition of fill or change of grade.
- 1.21 The Lot Owner shall be responsible to repair any damage to roadways, swales, or service connections as a result of the house construction. The Lot Owner shall inspect the lot prior to construction and inform the developer of any existing damage. Once the house is constructed, the lot and adjacent services will be inspected to insure that any and all damage is repaired. Should the Lot Owner fail to make the necessary repairs, then the Developer will do so solely at the cost of the Lot Owner.
- 1.22 Sewage disposal can be by discharge to individual holding tanks with onsite treatment facilities conforming with provincial and municipal regulations. All holding tanks will be between the house and the street with sewage flow by gravity to the tank. Any type of holding tank installed on the lot will be at the expense of the lot owner. If lot owner chooses to truck to the nearest approved treatment facility, the required municipal levy will be the lot owner's responsibility. A covenant will be registered against each lot to provide provisions for future municipal sewer transmission lines. The County of Wetaskiwin No 10, may require to have registered on title an agreement regarding sewage disposal.
- 1.23 The drilling of a well for potable waters is permitted. Any potable water will be installed by the Lot Owner at their expense.
- 1.24 It shall be the duty of each owner at their sole cost and expense, to maintain, repair, replace and restore all improvements located on his lot and the lot itself shall be maintained in a neat, sanitary and attractive manner. Each property must be maintained in a dust free, mud free, and weed free condition. Pamphlets and brochures , prepared by Nature Conservancy Groups and the Alberta Government will be supplied to all new lot owners, outlining Best Management Practices for runoffs, including recommendations to limit the use of fertilizers and herbicides and on proper landscaping.
- 1.25 Upon completion of the home construction, the Lot must be graded in accordance to the storm water management plan and also the natural landscape to facilitate the flow of water away from the home and into the drainage swales. At no time should the drainage flow of any lot be altered. The purchasers of lot(s) encumbered with drainage easements or rights-of-way must pay special attention to swales and lot grading in order to maintain established overland water flows. Special precautions, shall be taken during construction regarding ground and surface runoff, failing, the purchaser shall bear all expense associated with any clean-ups carried out by the Developer. Lot grades and swales located on the lot shall be maintained by the Purchaser. No permanent or temporary structure shall ever be placed upon the easements.

- 1.26 No owner of any lot shall remove from the said lot more trees than are necessary to enable construction of a residence, garage, amenity areas, necessary out buildings or sewage disposal fields.

No owner shall clear the dedicated 7 meter buffer adjacent to Buck Trail, this was dedicated to preserve the natural forestation.

The Lot Owner shall complete front yard, side yard and rear yard landscaping after substantial completion of house construction. As a suggestion the planting of trees in the front yards to reforest the existing growth and to enhance the treed aspect of the neighborhood. Our goal is to keep and maintain the trees for privacy throughout the subdivision.

- 1.27 Gates are permitted at the entrance to a property and should be considered an accent to the residence. Materials not permitted: high tensile wire and barb wire.
- 1.28 Fire Pond is on a public utility lot - county owned and is not part of Lot 25. It will be fenced with a 6x6 mesh wire fence, 6 feet high and with appropriate signage and can only be accessed by Authorized Personnel.
- 1.29 As per the engineered Storm Water Management Plan, Lot 23 will have a registered caveat on title. No alterations or adjustments are allowed on the drainage ditch.

2. GENERAL

- 2.1 The owner or owners of any Lot may enforce the foregoing Restrictive Covenants against the owner or owners of any Lot or Lots except the Developer.
- 2.2 The Developers shall not be liable to the owner or owners of any Lot or Lots or to their successors in title for the enforcement of any of the Restrictive Covenants contained herein or in the event that any or all of the foregoing Restrictive Covenants are judged to be unenforceable by a court of competent jurisdiction.
- 2.3 Notwithstanding anything to the contrary herein, the Developers shall have the power from time to time in their sole discretion to waive, release, amend and alter any of the foregoing Restrictive Covenants, provided such waiver, release, amendment or alteration, in the sole discretion of the Developers, will not significantly detract from the intent of this Agreement or the general character of the Lots. This right shall no longer be in effect when the Developer no longer retains ownership of one of the Lots being developed from the Lands.
- 2.4 In this document (I) words importing singular import plural and vice versa, and words importing the masculine import the feminine and neuter as the context or the party may require and vice versa and (ii) headings of clauses are for references only and do not affect meaning or interpretation.

- 2.5 This Agreement shall be in full force and effect for the term of twenty-five (25) years from the date hereof.
- 2.6 This Agreement shall endure to the benefit of and be binding upon the parties and their respective successors and assigns.
- 2.7 The Developer and/or original Land Owner assume no responsibility for the accuracy of the information provided or from any losses or damages resulting from its use. Nothing contained within these requirements shall impose any liability on the Developer or the original land owner, for damages of any kind, consequential or otherwise, resulting from structural defects, drainage, the determination of lot boundaries, the location of the home, the location of trees, the appearance of any home or lot, or zoning by-law infractions.
- 2.8 If any provision herein is determined to be voided or unenforceable in whole or in part, it shall not be deemed to affect or impair the enforce ability or validity of any other provisions or any part thereof.

Restrictive Covenants

IN WITNESS WHEREOF the Developer has executed this agreement this _____ day of, _____, 2010.

Dennis Bridges

Hazel Bridges

ABACUS INDUSTRIES LTD

Per: _____

BUYER: _____

WITNESS: _____