
RESTRICTIVE COVENANT – ARCHITECTURAL AND CONSTRUCTION

TO: THE REGISTRAR
OF THE NORTHERN ALBERTA LAND REGISTRATION DISTRICT
LAND TITLES OFFICE
EDMONTON, ALBERTA

WHEREAS:

1. The Developer is the registered owner of the Dominant Lands and the Servient Lands.
2. The Developer intends to impose a scheme of mutually enforceable restrictions with respect to the use and improvement of the Servient Lands for the benefit of the Dominant Lands in order to preserve the integrity of the Development.

WITNESSETH:

1. In this Restrictive Covenant, including the preambles and schedules annexed hereto, the following words and expressions shall have the following meanings:
 - (a) “Developer” means DONALD F. HAYTHORNE, OWEN E. HAYTHORNE and MYRIAM LABERGE;
 - (b) “Development” means the residential subdivision as set out on Plan 082_____ within which the Servient Lands are located;
 - (c) “Dominant Lands” means the lands described as such in **Schedule “A”** annexed hereto as Dominant Lands;
 - (d) “Dwelling” means any residential dwelling constructed upon a lot;
 - (e) “Guidelines” means the Architectural and Construction Guidelines in **Schedule “B”** annexed hereto.
 - (f) “Lot” means any of the lots comprising the Servient Lands;
 - (g) “Owner” means those persons who are the registered owners of a Lot;
 - (h) “Restrictions” means the restrictions contained in paragraph 2 of this Restrictive Covenant;
 - (i) “Restrictive Covenant” means this agreement including the schedules annexed hereto which schedules are incorporated into and form a part of this agreement;
 - (j) “Servient Lands” means the lands described as such on Schedule “A” annexed hereto as Servient Lands.

2. For the benefit of the Dominant Lands, the following Restrictions are to be annexed to and run with the Servient Lands, namely:
- (a) No Lot shall be used for manufacturing, professional, commercial, trade, or business purposes, or for other than single family private residential purposes unless:
 - (i) such use shall comply in all respects with any applicable Municipal or Provincial requirements or other governing regulations; and
 - (ii) such use shall not be an annoyance or nuisance to the occupiers of neighboring Lots, acting reasonably; and
 - (iii) such use shall not require signage, extraordinary parking or changes to the exterior of the Dwelling constructed upon the Lot so as to cause the Dwelling to appear from the outside as being used for any purpose other than for single family private residential purposes;
 - (b) No more than one Dwelling shall be constructed upon any Lot;
 - (c) No mobile or rebuilt homes shall be permitted on any Lot and no existing home shall be moved onto any Lot;
 - (d) No Dwelling or other improvement (including, but not limited to a garage, storage shed or animal shelter) shall be constructed upon a Lot unless it is constructed in compliance with the Guidelines as set out in Schedule "B" attached;
 - (e) The design and finish of any fence must compliment the Development and be erected in such a manner so as not to impede the views or drainage of other Lots. Any perimeter fencing shall not exceed two meters in height and shall not be constructed of wire, chain link or metal;
 - (f) No drainage grade or swale left or created in the Development or on any particular Lot for the purpose of permitting surface drainage shall be altered, built upon or obstructed in any manner that would interfere with the surface drainage from the Lot or adjacent land;
 - (g) The Owner of any Lot shall not permit any Dwelling or other improvement (including but not limited to a garage, storage shed, fence or animal shelter) built upon such Lot to remain in a state of disrepair or in an unfinished, unmaintained or unpainted state;
 - (h) No refuse, trash or garbage of any nature shall be located or dumped, stored or burned on any Lot. No garbage or refuse may be stored or accumulated in such a way as to be accessible or be an attraction to animals;
 - (i) All fires on any Lot must be started and kept in a stone, concrete, steel or brick fire pit;
 - (j) The Owner may remove trees from any Lot required for site clearing, view enhancement, safety and access roads. Owners are encouraged to retain mature, healthy trees wherever practicable, to preserve the natural beauty of the area. Clear cutting is not permitted. Where practicable, buffer strips of undisturbed

vegetation should be left along boundaries between Lots to better ensure privacy. At least 50% of the total area of any Lot must be left in its natural state;

- (k) No hunting, trapping, or shooting of any fire arms shall be allowed on any Lot. Fire works displays are not allowed;
 - (l) No raising or keeping of livestock, including without restricting the generality of the foregoing, cattle, horses, sheep, goats, donkeys, rabbits, poultry, wild or fur bearing animals shall be permitted on any Lot. Dogs and cats will be allowed as domestic pets provided they are confined to their Owner's premises, except when accompanied by their Owner;
 - (m) No sign or advertising matter of any kind shall be placed on or adjacent to any Lot, except for a sign offering the Lot for sale or rent, or an unobtrusive entrance sign identifying the Owner, occupant, address or name of the Lot which sign shall be located entirely within the boundaries of such Lot;
 - (n) No off-road vehicles, including without restricting the generality of the foregoing, skidoos, all-terrain vehicles, dirt bikes or any other motorized vehicles customarily used for off-road transportation shall be used or operated on any Lot with the exception of leaving and returning to a Lot unless used for maintenance purposes;
 - (o) Except during the construction of a Dwelling or major improvement on a Lot, no Lot shall be used for storage of any materials, vehicles or equipment other than such as are usually and ordinarily stored in connection with the occupation of a building used for private residential purposes;
 - (p) The Owner of a Lot shall not permit any violation of these Restrictions or the Guidelines attached as Schedule "B" to take place or continue on the Owner's Lot;
 - (q) The Owner shall not make application for, nor further subdivide the Lot.
3. If any of the Restrictions or the application thereof to any party or any circumstances shall be held by any court of competent jurisdiction to be invalid or unenforceable to any extent, then such Restriction shall be severed from the remainder of this Restrictive Covenant to the extent required thereby and the remainder of the Restrictive Covenant or the application of such Restriction to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each of the remaining Restrictions of this Restrictive Covenant shall be valid and enforceable to the fullest extent permitted by law.
4. This Restrictive Covenant is in addition to the requirements of any municipal or other governmental authorities having jurisdiction with respect to the use of the Servient Lands, and nothing contained herein shall be construed as permitting or authorizing anything which is prohibited or authorizing anything which is prohibited by statute, bylaw, regulation or like enactment having the force of law and having application to the Servient Lands.
5. The Developer may take action or proceedings to enforce this Restrictive Covenant but nothing herein shall require or oblige the Developer to enforce this Restrictive Covenant or render the Developer liable for failure of the owner of any Lot to adhere to or to comply with the Restrictions contained in this Restrictive Covenant.

6. If the Developer shall hereafter cease to exist or own any portion of the Dominant Lands or Servient Lands, any reference to the Developer contained in this Restrictive Covenant shall be read as referring to those persons who together are the Owners at that time of not less than 75% in number of the Lots comprising the Development instead of to the Developer.
7. The Owner of any Lot comprising the Dominant Lands shall be entitled to enforce the Restrictions contained in this Restrictive Covenant against the Owner of any Lot comprising the Servient Lands.
8. Any notice required or permitted to be given under this Restrictive Covenant shall be in writing and shall be sufficiently given to the party to whom it is addressed if delivered or forwarded by registered mail:
 - (a) to the Developer at either the then registered office of the Developer or any other address notice of which may be given by the Developer to the Owners of the Lots;
or
 - (b) to the Owner of a Lot at the address for the Owner shown on title to such Lot;and every such notice shall be deemed to have been given and received at the time when, in the ordinary course of transmission, it would have been delivered at the address to which it was sent.
9. This Restrictive Covenant shall be binding upon the Owner of each Lot and the Restrictions shall be annexed to and run with the Servient Lands and each Lot comprising the Servient Lands and shall not be discharged without the prior written consent of the County of Athabasca No. 12 who shall have the option, but not the obligation, of enforcing the terms hereof.

IN WITNESS WHEREOF DONALD F. HAYTHORNE, OWEN E. HAYTHORNE and MYRIAM LABERGE have executed this Restrictive Covenant, by their duly authorized Power of Attorney BREAKTHROUGHS UNLIMITED ORGANIZATION TRANSFORMATION SERVICES INC. this _____ day of August, 2008.

BREAKTHROUGHS UNLIMITED ORGANIZATION
TRANSFORMATION SERVICES INC.

Per: _____
DONALD F. HAYTHORNE

Per: _____
MYRIAM LABERGE

SCHEDULE "A"

Servient Lands:

Plan 082_____

Block 1

Lots 2, 3, 4, 5, 6, 7, 8, 9 and 10

Excepting Thereout All Mines And Minerals

Dominant Lands:

Plan: 082_____

Block 1

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10

Excepting Thereout All Mines And Minerals

and

Descriptive Plan 0728576

Block 1

Lot 1

Excepting Thereout:

A) 082_____ Subdivision

Hectares
8.16

(Acres)
20.16

More or Less

Excepting Thereout All Mines And Minerals

SCHEDULE "B"

ARCHITECTURAL & CONSTRUCTION GUIDELINES

1. All Dwellings or other improvements on any Lot shall be constructed in accordance with these Guidelines.
2. All construction on any Lot shall also comply with all applicable building codes and municipal by-laws, regulations and other requirements, and be in conformity with the provisions of any easement, right-of-way, and restrictive covenant registered against title to such Lot.
3. No development shall be commenced or carried out on any Lot until all required development and building permits have been obtained from the applicable municipal authorities. Construction of any improvement shall not continue unless these permits remain in full force and effect.
4. All construction or use of any Lot shall comply with the recommendations set out in a Geotechnical Investigative Report prepared by P Machibroda Engineering Ltd. dated April 30, 2007.
5. The Dwelling and any improvements constructed on a Lot shall not increase existing cross drainage to other Lots.
6. No development of any type shall be undertaken on any Lot unless appropriate steps are taken to confine the placement and storage of all construction materials, including excavated materials to that Lot.
7. Exterior colour schemes shall blend with the natural environment and shall not detract from the overall appearance of the Development.
8. A private garage sufficient to store at least two automobiles shall be constructed on each Lot.
9. The roofs of all buildings shall be covered with the following types of premium shingles: cedar wood shake, clay or concrete tile, asphalt, PVC tile or non-reflective metal. All roofing shall have a fire rating of class A, B, or C. Unrated cedar shakes are not acceptable.
10. All buildings additional to the Dwelling shall be constructed in the same architectural style and out of the same exterior materials as the Dwelling so as to conform in appearance to the Dwelling.
11. Exterior cladding materials must consist of the following textures: log, cedar siding, stone or brick, or stucco if accented by wood or stone. Quality external finished materials that simulate these textures and that blend with the natural environment are permitted. These elements may be provided in combination as long as one element is picked as being dominant.
12. Where rear or front walkout conditions exist, retaining walls on walkouts or forced walkouts must follow the corresponding grade and be composed of concrete, allen block or treated lumber acceptably finished. Railway ties will not be permitted.

13. The exterior of all buildings constructed upon a Lot, including all finishing, staining or painting, shall be completed within 18 months from the date of commencement of construction.
14. The Developer, its' servants, agents, contractors and appointees will not be held responsible or liable for the enforcement of or ensuring compliance with these Guidelines by or against an Owner of any Lot.