

RESTRICTIVE COVENANT

THIS AGREEMENT made as of the 25th day of March, 2008.

WHEREAS:

A. BIG TIMBER SALES INC. (the "**Developer**") is or is entitled to become the registered owner of the lands (the "**Lots**") legally described in Schedule "A";

B. The Developer wishes to develop, construct and market single family residences on the Lots;

C. Section 68(1) of the *Land Titles Act* of Alberta permits the Developer to register this Restrictive Covenant against the Lots;

D. The Developer wishes to register this Restrictive Covenant (the "**Agreement**") against the Lots so that each Lot will have the benefit and the burden of such covenant;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants herein the Developer and the Developer (on behalf of itself and the Owners) agree as follows:

ARTICLE 1 – DEFINITION AND INTERPRETATION

1.1 The following definitions will apply to this Agreement:

(a) "**Agreement**" means this Restrictive Covenant;

(b) "**Building**" means any detached or semi-detached single-family home built or to be built on a Lot;

(c) "**Commencement of Construction**" shall be deemed to be the date upon which a building permit is issued;

(d) "**Completion of Construction**" shall mean the date upon which the exterior of a Building is completed and shall be deemed to be twelve (12) months from the date of acquiring the building permit;

(e) "**Developer**" means Big Timber Sales Inc.;

(f) "**Lots**" means the lands described in Schedule 'A';

(g) "**Occupation**" means a regular and ordinary presence in a Building by a Person whether or not such Person is frequently absent by reason of employment or ill health. A Person will be deemed to be an occupant if his or her Occupation of a Building exceeds 60 consecutive days;

(h) "**Outbuilding**" means any enclosed structure other than a Building;

(i) "**Owner**" means a person, other than the Developer, who is registered as the owner of the fee simple estate in a Lot from time to time;

(j) "**Person**" means an individual, a corporation or other legal entity and the heirs, executors, administrators or other legal representative of a Person.

1.2 The burdens and the benefits of the covenants in this Agreement will run with and bind the Lots and shall inure to the benefit of and be binding upon the present Owner and every transferee and every other Person deriving title from them, until such time as this Agreement shall be withdrawn, altered or modified by Court Order.

1.3 Whenever the singular number or masculine gender is used herein, the same will be construed as including the plural and such other genders as the context requires.

1.4 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

1.5 If any part of this Agreement will be void, unlawful or unenforceable for any reason whatsoever, such part will be severable from this Agreement without affecting or derogating from the validity and enforceability of the remainder hereof.

ARTICLE 2 – RESTRICTIVE COVENANT

(a) All Buildings, Outbuildings and improvements shall be of new construction. Outbuildings shall have sheet metal or wooden walls and be enclosed.

(b) There shall be no more than three (3) Outbuildings on any Lot, of which

(i) one Outbuilding may be a garage attached or detached from the Building and consist of 1500 to 2000 sq. feet in size;

(ii) one outbuilding may consist of up to 4000 sq. feet in size;

(iii) one Outbuilding may be a freestanding building and consist of 1500 to 2000 sq feet in size.

(c) No mobile homes, mobile trailers, single-wide modulars, Outbuildings or houses intended to be moved onto any Lot shall be permitted, authorized or allowed;

(d) The Building may be a pre-fabricated or modular home no less than 20 feet in width and 1200 sq. feet in size on the main floor;

(e) Any Building that is a pre-fabricated or modular home must be set upon an approved foundation and properly landscaped within eighteen (18) months from the Commencement of Construction;

(f) All lots shall permit use for parking of commercial sized trucks no greater than five (5) tones; recreational vehicles, school buses, and tractors of no more than 50 horsepower; with a maximum of four (4) such vehicles on any lot;

(g) No building shall be constructed or permitted where the exterior of the main residence of such building (including roof, exterior walls, finishes, doors and windows) is not completed in accordance with the plans and specifications within twelve (12) months of acquiring a building permit;

(h) No part of any building shall be erected nearer than 25 meters from the front boundary of the lot and 7 meters from any side or rear boundary of the lot;

(i) No building shall be constructed on any lot except where set on an approved foundation/basement and with the minimum square footage (excluding garage and patio) as follows:

i) Bi-Level	1200 Square Feet	111.48 m ²
ii) Rancher/Bungalow	1400 Square Feet	130.06 m ²
iii) Split-Level	1600 Square Feet	148.64 m ²
iv) Two Storey	1800 Square Feet	167.22 m ²

(j) Without restricting the generality of the foregoing, no building shall be constructed except in strict conformity to the County of Wetaskiwin building regulations and codes;

(k) Each building shall contain a sewage disposal system approved by the County of Wetaskiwin, and either tank or field or mound following the guidelines set by Alberta Environment;

(l) Landscaping must be completed within eighteen (18) months of acquiring the building permit;

(m) Each Owner shall maintain his or her lot in a neat and tidy appearance and shall not permit weeds to grow or grasses and other ground cover to remain unkempt;

(n) No existing trees or shrubs over 10 meters in height shall be destroyed or removed except to facilitate the construction of the building or outbuilding and access to the building or outbuilding. Removal for any other reason of existing trees or shrubs over 10 meters in height shall require written consent of the Developer which shall not be unreasonably withheld;

(o) All fences, other than those on the perimeter of the subdivision, shall consist of rail, wood or plastic;

(p) All buildings, fences and improvements shall at all times be kept in a good and superior state of repair;

- (q) All construction materials, waste garbage, collections of junk or treasure, used items and parts thereof, may only be stored or accumulated within an enclosed outbuilding;
- (r) Not more than one (1) vehicle, machine or item for sale may visibly be offered for sale at any time and may not be placed closer than 2.5 meters from any public roadway;
- (s) Any permitted recreational vehicles shall be stored at the back of any lot or in an outbuilding and kept in a neat and tidy manner;
- (t) No grading, excavation, or construction shall be carried out on the lot that would interfere with or alter in any way the natural and established drainage system thereon;
- (u) There shall be no discharge of firearms or hunting allowed on any lot, including the discharge of BB guns, paint-ball guns and air rifles;
- (v) Other than cats, dogs, horses, and llamas, no animals, livestock, or poultry of any kind will be kept on any lot, including wild animals, reptiles and fowl, and no commercial livestock operations will be allowed on any lot, including the breeding of dogs and cats;
- (w) The total number of animals allowed on any Lot at any time shall be in strict conformance with the County of Wetaskiwin No. 10 By-Laws and any amendments thereto, provided that only the following animals may be kept on any lot at any time:
 - (a) horses
 - (b) llamas
 - (c) dogs
 - (d) cats
- (x) An owner shall be responsible for keeping all animals on the lot and must keep dogs on a leash while in common public areas. The owner shall restrain dogs from barking and in any event, will not permit barking outside of the building after 10:00 p.m. If there are three or more complaints about an owner's dog(s), the owner shall remove the dog(s) from the lot;
- (y) No commercial businesses will be allowed on any lot except as follows:
 - a) Small-scale manufacturing within an Outbuilding;
 - b) Home-based businesses employing no more than one (1) regular outside employee; or
 - (c) Small-scale market gardening, specialty tree and plant farming.
- (z) No more than one (1) rental suite will be allowed within any Building.