

HERON CROSSING
Point at Canyon Creek
RESTRICTIVE COVENANT

A. WHEREAS LANDMARK PROPERTIES (Med.Hat) LTD. (here in after referred to as “Landmark” or the “Developer”) is registered as owner of an estate in fee simple of the following lands:

HERON CROSSING AND POINT & CROSSING AT CANYON CREEK
Lot 0514096 Block 1, Lot 3
EXCEPTING THEREOUT ALL MAINES AND MINERALS

(hereinafter individually referred to as a “Lot” and collectively referred to as the “Lots”);

B. AND WHEREAS Section 68(1) of the Land Titles Act of Alberta provides that an owner may rant to itself a restrictive covenant for the benefit of land which it owns and against land which it owns, and such restrictive covenant may be registered pursuant to the Land Titles Act;

NOW THEREFORE THIS RESTRICTIVE COVENANT WITNESSES THAT:

1. The Lots referred to herein shall be subject to the restrictions and conditions herein set forth which shall be deemed to be covenants running with the land and shall be binding upon the enure to the benefit of the owner or owners of the Lots from time to time, such restrictions and conditions having been imposed with a view to maintaining the general character of the Lots and to controlling the same with respect to the manner of development for residential housing purposes.
2. An owner or occupant of a Lot shall not:
 - a) Do anything or permit anything to be done on the Lot that:
 - i) is contrary to any statute, ordinance, bylaw or regulation of any government authority whether Federal, Provincial, Municipal or otherwise;
 - ii) is contrary to the conditions and covenants set out in the Architectural Control Guidelines attached hereto as Schedule “A”; nor
 - iii) will alter the drainage of surface water or grading of the Lot;

- b) An owner or occupant of a Lot shall not use or permit the residence on the Lot to be occupied as a place of residence by more than one family. "One Family" for the purposes of this restriction means a household consisting of one or two parents or step-parents and their children or grandchildren or two or more siblings;
- c) Use the Lot or any part thereof, for any commercial, professional or other business purpose where such use involves the attendance of the public at Lot on a regular basis nor use the Lot for any purpose which may be illegal or injurious to any other Lot. Regular basis in this sub-article means on more than 2 separate occasions per week;
- d) Permit an uninsured, unregistered or unusable motor vehicles to be parked on any street, road or driveway of a Lot;
- e) Make any excavation on the Lot except excavation for the purposes of building on the Lot at the time of commencement of such building or for the improvement of the gardens and grounds thereof and no soil, sand or gravel shall be removed from any Lot except in such case where the prior written permission of the Developer has been given;
- f) Park any recreational vehicle on any street or road. Recreational vehicles must be parked along the side of the garage and no part of the vehicle shall be closer to the road than any part of the garage;
- g) Allow garbage bins to be stored on the Lot in such a location where they would be visible from the street except on the evening of the day before garbage pickup day, when the garbage bins may be moved to the curb for pickup. The garbage bins must be removed from the curb and restored to their storage location before the end of the garbage pickup day;
- h) Permit, erect or hang over or cause to be erected or to remain outside any residence, garage of the Lot, clothes lines, recreational or athletic equipment, awnings, shades or screens, television or mobile telephone or radio antenna tower or similar structure; NOTWITHSTANDING the forgoing, a satellite dish not in excess of 61cm in diameter to receive or transmit telecommunications is permitted, but the dish must be mounted inconspicuously and not be exposed to view from the street

and Christmas lights and similar decorations are permitted on the Lot during the months of December and January;

- i) Permit laundry to be hung other than inside the residence on the Lot;
 - j) Permit signs, billboards, notices or other advertising matter of any kind shall be placed on the Lot excepting a "For Sale" sign to sell the Lot which sign shall be not larger than 1 metre by 1 metre;
 - k) allow his Lot to become unsanitary or unsightly in appearance;
 - l) Keep animals other than those normally permitted in private homes in urban residential areas shall be kept on the Lot;
 - m) Allow commercial breeding of animals on the Lot nor offer pets or sale from the Lot;
 - n) Store materials or equipment other than such as are usually stored in connection with the occupation of a building used for private residential purposes; nor
 - o) Allow building waste or other material of any kind to be dumped or stored on the Lot except clean earth for purposes of leveling in connections with the erection of a building thereon or for immediate improvement of the grounds.
3. Landmark Properties shall have the right to enter upon the Lots and allowed to do any and all work which is necessary, but not limited to, obtaining a Construction Completion Certificate and/or a Final Acceptance Certificate for the subdivision, pursuant to its Development Agreement obligations with the City of Medicine Hat.
 4. The restrictive covenants set out therein are enforceable by Landmark Properties and the owner or owners of each of the Lots to the extent that the provisions apply to such Lots, and waiver by Landmark Properties or owner of any of the Lots of the strict performance of the covenants set out herein shall not of itself constitute a waiver of the covenants for future enforcement.
 5. The owner or owners of each of the Lots may, with respect to any breach of the obligations hereby imposed on the owner of any other Lot enforce the provisions of the Restrictive Covenant and may in addition to any other remedy that may be available at law apply to a court of competent jurisdiction to restrain such breach by injunction.

6. No action shall lie against Landmark Properties for damages for breach of any one or more of the covenants contained in the Restrictive Covenant, unless Landmark Properties is registered as owner of the Lot and is proven by a Court of competent jurisdiction to be in breach of this Restrictive Covenant. His Covenant shall constitute an absolute defense to any action and may be pleaded as such.
7. Words herein importing a number or ender shall be construed in grammatical conformance with the context of the party or parties in reference.
8. If any of the provisions of this Restrictive Covenant or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Restrictive Covenant shall not be affected thereby and each remaining provisions shall be valid and shall be enforceable to the extent permitted by law.

IN WITNESS WHEREOF, LANDMARK PROPERTIES (Med.Hat)LTD., has caused its corporate seal to be affixed by its duly authorized officer the ____ day of _____.

LANDMARK PROPERTIES(Med.Hat)LTD

Per: _____

