

**RESTRICTIVE COVENANT**

Phase III

TO: THE PUBLIC

WHEREAS CHURCH RANCHES LTD. is the registered owner of the following lands:

PLAN 9810168  
BLOCK 3  
LOTS 1 TO 58 INCLUSIVE

EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter referred to as the "said lands")

AND WHEREAS it is desirable that the said lands should be deemed a building scheme and that certain land use, building restrictions and other conditions should be placed on the said lands;

AND WHEREAS Church Ranches Ltd. claim an interest in the said lands by virtue of ownership and by virtue of the aforesaid land use and building restrictions and other conditions as set forth herein;

AND WHEREAS Church Ranches Ltd. has carried out the subdivision of the said lands;

NOW THEREFORE THIS DEED WITNESSETH that in consideration of the foregoing, Church Ranches Ltd. do hereby for themselves, their assigns and successors in title, covenant as follows:

**BUILDING SCHEME**

1. THAT all of the said lands shall be deemed to form a building scheme and the land use and building restrictions and conditions contained herein shall be deemed to be covenants running with the land and shall be binding on and enure to the benefit of all of the said lands and owners thereof in the said scheme, such land use and building restrictions and conditions may be enforced by the owner of any lot or parcel included in the said lands or in such subsequent plans of subdivision affecting the said lands.
2. FAILURE to enforce any land use or building restriction or condition herein shall not constitute a waiver of such restriction or condition and any restriction or condition herein may be enforced as soon as a breach of such restriction or condition occurs.
3. INVALIDATION of any of these covenants by Judgement or Court Order shall, in no way, affect any of the other provisions, which shall remain in full force and effect.
4. IF ANY DISPUTE or difference arises over the interpretation of the restrictions and conditions herein contained or as to the stage of construction of any building, such dispute or

difference shall be referred to arbitration pursuant to the Arbitration Act of the Province of Alberta whose decision shall be final and binding.

### **PERMITTED USES**

5. THAT no lot located in the said lands shall be used for any trade or business or otherwise than for residential purposes or for the storage or stockpiling of any materials or supplies or stock-in-trade or other machinery or equipment. Provided however that a business may be carried on in a residence if it is wholly contained in that residence and does not attract the general public to the said lands.

6. Mobile homes, transportable or modular homes and trailers, other than holiday trailers or vehicles are prohibited and may not be used for temporary or permanent housing on the aforescribed lots.

7. No birds or animals shall be allowed except one dog per lot, cats and small birds as household and family pets provided however that two dogs may be kept on one lot provided that the additional dog is restrained in a dog kennel or is tied with a leash so as not to be allowed to run free.

8. No activity shall be undertaken or permitted to be undertaken on the lands which creates or might reasonably be expected to create dust, smell, smoke (burning barrels shall be prohibited), noise or traffic incompatible with a private community.

9. NO motorcycles, trail bikes, snowmobiles, all terrain vehicles or other such like machines shall be operated on the said lands. NO FIREARMS MAY BE DISCHARGED ON THE SAID LANDS.

10. USED CAR bodies or antiques must be stored inside a garage and not be allowed to clutter up the said lands and prove to be an eyesore to the other residents and the community at large.

### **MINIMUM HOUSE REQUIREMENTS**

11. THAT no development of any nature and no construction, alterations or renovations shall be undertaken without the prior receipt of a development, building and other necessary permits for which application shall be made and approval received in compliance with the requirements of the by-laws of the Municipal District of Rocky View.

12. THAT no building erected on the said lands will be used for any purpose other than as a private, single family dwelling house, private garage, attached or detached to such dwelling house. No private garage will be in a form or style or exterior finish different to that of the dwelling house on the same lot. No dwelling house with a detached garage will have a minimum ground floor area of less than Eighteen Hundred (1,800) square feet if of single storey construction, or Thirteen Hundred (1,300) square feet if of a two storey construction, or Eighteen Hundred (1,800) square feet if of split level construction. Alternatively no dwelling house with an attached garage will have a

minimum ground floor area of less the Sixteen Hundred (1,600) square feet if of single storey construction, or Twelve Hundred (1,200) square feet if of two storey construction or Sixteen Hundred (1,600) square feet if of split level construction. At the time any dwelling house is constructed, no such construction will take place unless it is accompanied by the construction of a minimum of a double car garage either detached or attached to the dwelling house.

Notwithstanding the above provisions Church Ranches Ltd. can, in their sole discretion, approve the construction of a dwelling house and garage which does not meet the minimum requirements set out in clause 12 herein.

13. No building shall be erected on the lands unless the plan, site elevation, site location and specifications therefore have been submitted to Church Ranches Ltd. or its agents and conform to the standards required by this Agreement. Approval must be in writing from Church Ranches Ltd. before any ground work is to proceed.

14. No building shall be erected on the said lands unless the location of such building is located on that part of each lot on the said lands as is determined by Church Ranches Ltd. as being eligible for construction of a building (hereinafter referred to as the "Eligible Building Envelope").

15. For those lots bordering on lakes which are part of the park operated by the Homeowner's Association created in Section 31-25-2 W5M no wharf shall be constructed on the said lands unless the plan and location of such wharf has been approved by Church Ranches Ltd. or its agents.

16. EVERY building shall be completed in accordance with Church Ranches Ltd. approved plans and specifications up to the stage that the exterior of the building is completed before it is occupied and no buildings shall exist upon the said lands which are not completed and which do not have the ground around such dwelling home landscaped so as to be in keeping with the general appearance of the surrounding lands.

17. No dwelling house or portion thereof (excluding fire place and furnace chimney) on the said lands shall be constructed higher than two stories (provided that a two-storey dwelling house may include a basement walkout). No garage on the said lands shall be constructed to a height which exceeds 17 feet above ground level, such measurement to be taken from an average elevation within the permitted building footprint to the peak of the roof.

18. The dominant exterior finish on each building on the said lands must be carried around all elevations and shall not be limited to the front elevation thereof. One material shall predominate for the exterior finish on each building on the said lands, with a maximum of three materials being used on one building. Natural finish materials such as brick, stone, solid wood and stucco shall be used. Vinyl and metal siding, in conjunction with brick or stone detail, may only be used with the approval of Church Ranches Ltd.. All exterior finish colours are to be in soft, natural and earth tone and shall be used on all buildings on the said lands.

19. Roof finishes of all buildings on the said lands shall be complimentary to the building finish and shall be wood shakes, wood shingles, clay or concrete tile. Pre-finished colour metal may only

be used with the approval of Church Ranches Ltd.. Asphalt shingles shall not be used on any buildings on the said lands.

20. Fireplace and furnace chimney finishes on all buildings on the said lands shall be matching or complimentary brick, stone or the same materials as the walls of the buildings of which they form a part.

21. Notwithstanding the provisions of clauses 17 to 20 inclusive, Church Ranches Ltd. can in their sole discretion waive any of the provisions contained in clauses 17 to 20 inclusive where it is shown to Church Ranches Ltd. that such waiver does not in any way detract from the within building scheme or adversely effect any other lot on the said lands.

### **LOT DEVELOPMENT STANDARDS**

22. THAT no electrical, telephone, cable T.V., gas, water or other utility services will be installed other than underground. No T.V. dish, high aerial masts, or similar apparatus shall be located on the said lands without the prior approval as to its location by Church Ranches Ltd..

23. All signs are prohibited with the exception of:

- (a) Identification signs showing the name of the owner or occupant;
- (b) Temporary signs for the purpose of advertising the sale of the property;
- (c) Any signs erected by Church Ranches Ltd..
- (d) Fire area code signs, such signs to comply with Municipal District of Rocky View requirements and specifications.

24. NO refuse pile or unsightly objects shall be allowed to be placed or be allowed to remain anywhere on the said lands. If any owner of any property shall fail or refuse to comply with the above mentioned covenant, then Church Ranches Ltd. or its authorized agent may enter upon such lot and remove the same at the expense of the owner and such entry shall not be deemed a trespass and such removal shall cause a lien for such expense to arise in favour of Church Ranches Ltd..

25. No boundary walls or fences shall be constructed with a height of more than 6 feet. No walls or fences of any type shall be constructed on the said lands until the height, type, colour, design and approximate location thereof shall have been approved in writing by Church Ranches Ltd..

26. THAT the elevation of the lot shall not be changed so as to materially affect the surrounding lots. No earthen material, rock, gravel or clay shall be excavated or removed from any property for any purposes.

27. No septic field system will be installed other than an adequate underground septic field system that will handle a normal flow of sewage from a single family dwelling house. All septic systems or fields must meet the standards as set out by the Mount View Health Unit and be in compliance with the Plumbing and Drainage Act of Alberta and with the Sanitation and Health By-Law #C-1627-83 of the Municipality of Rocky View #44.

28. NO trees or bushes may be cut down and removed from the said lands nor may the natural grass be cultivated or destroyed on the said lands other than on the Eligible Building Envelope defined in paragraph 14 herein.

29. The impediment, impoundment or diversion of natural drainage or storm water across the said lands is prohibited.

30. No home shall be constructed which does not have an individual external read-out water meter. No potable water shall be supplied to the said lands for normal residential use except pursuant to the existing Water Distribution System. No ground water wells will be drilled on the said lands. No activity may be taken which will result in the removal or destruction of the aforescribed water meters located upon each lot or which would prejudice the efficient operation of the said water meters located upon each lot.

31. The owners of the said lands, either personally or through Church Ranches Homeowners Association agree to maintain:

- (i) the landscaped islands located in those M.D. of Rocky View roadways adjacent to the said lands and contained in Section 31, Township 25, Range 2, West of the Fifth Meridian; and
- (ii) the parkland, walkways and buildings thereon contained in the lands being transferred by Church Ranches Ltd. to Church Ranches Homeowners Association;

such maintenance to be to the satisfaction of the Municipality of Rocky View No. 44.

32. The stipulations, restrictions and provisions in clauses 27, 29, 30, 31 and 32 herein may not be altered or deleted without the express written permission of the Municipal District of Rocky View No. 44.

IN WITNESS WHEREOF CHURCH RANCHES LTD. has caused its corporate seal to be hereunto affixed and these presents to be signed by its proper officer thereunto authorized, this 12th day of January, 1998.

CHURCH RANCHES LTD.

Per:   
Stanley A. Church

**COPY OF INSTRUMENT**

REGISTERED AS 981620576

LAND TITLES OFFICE  
CALGARY

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RESTRICTIVE COVENANT

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BEAUMONT CHURCH  
Barristers & Solicitors  
2200, 411 - 1 Street SE  
Calgary, Alberta T2G 5E7

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