



RAVENCREST HOMEOWNERS ASSOCIATION

Restrictive Covenant Phase III

RESTRICTIVE COVENANT
RAVENCREST AREA STRUCTURE PLAN PHASE III

Restrictive Covenant as to the Use of Land Made Pursuant to Section 68.(1) of the LAND TITLES ACT, R.S.A. 2000 C.L.-4 as of this 19th Day of October, 2005 TO: THE PUBLIC

WHEREAS VALIANT RANCHES LTD. (herein referred to as “Valiant”) is the registered owner of the following lands:

PLAN 041 2645 Block 2 Lot 55;

WHEREAS Valiant has received approval from The Municipal District of Foothills No. 31 (herein referred to as “the M. D.”) to subdivide Lot 55 creating Lots 11-23 inclusive and Lots 39-48 inclusive in the Ravenscrest Area Structure Plan, Phase III.

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 Valiant claims 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 Valiant has carried out the subdivision of the said lands;

NOW THEREFORE THIS DEED WITNESSETH that in consideration of the foregoing, Valiant hereby for itself, its assigns and successors in title, covenants 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 said lands and shall be binding on and endure 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. In the event of default in respect of this restrictive covenant, a Lot owner in default shall be obliged, at his sole expense, to remedy such default and in default thereof shall be obliged to remove any improvement erected on the said Lot or change any landscaping grades made in default hereof.

PERMITTED USES

THAT all lots in the said lands shall only be used for the purpose of a single family, country residential development with provisions for domestic staff and in-law suites, in accordance with the Land Use Bylaw of the Municipal District of Foothills No. 31 (hereinafter referred to as “the M.D.”)

3. No lot or building thereon shall at any time be used for the purpose of any profession, trade or business unless it is permitted under the “Minor Home-Based Business” provisions of the M. D.’s Land Use Bylaw and further that it is wholly contained in the residence and does not attract the general public to the said lands.
4. 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 said lands.
5. No equipment, material or supplies will be stored or stockpiled on the property other than as normally and regularly used in conjunction with a single-family residence. Such use permits the landscaped/constructed screening in accordance with these Guidelines for the storage of one recreational vehicle, machinery or equipment owned by the occupants of the Lot for their personal residential use.
6. 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.
7. No firearms may be discharged on the said lands.
8. No used car bodies or antique vehicles or machinery shall be stored outside a garage or outbuilding on the said lands, except for antique farm implements used in a decorative manner as part of the landscaping.
9. No birds or animals shall be allowed on the said lands except up to a maximum of two horses and two dogs per lot, plus cats and small birds as household pets. Dogs shall not be allowed to run at large. If at any time the M. D. amends its Bylaw to allow fewer than two horses per Lot, the Lot Owner will be obliged to conform.

ARCHITECTURAL CONTROLS

11. There shall not be constructed on the said lands any house or improvement except in accordance with the architectural controls set forth in Schedule “A” attached hereto.

LOT DEVELOPMENT STANDARDS

- 12.** No electrical, telephone, cable T. V., gas, water or other utility services shall be installed other than underground. No high aerial masts or similar apparatus shall be located on the said lands without the prior approval of Valiant and the M. D.
- 13.** 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, not to exceed 24" x 36" in size; and
 - (c)** Any signs erected by Valiant.
- 14.** No refuse pile or unsightly objects shall 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 Valiant 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 Valiant.
- 15.** 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 M. D. and be in compliance with the Plumbing and Drainage Act of Alberta.
- 16.** No excavation shall be made except for the purpose of construction or improvement of the buildings, gardens or grounds. No person shall alter the existing drainage, and all open areas of the said Lots shall be maintained in a dust free condition by landscaping with trees, shrubs, or suitable ground cover. Excess fill arising from the basement excavation, etc. must be removed from the site unless it can be incorporated into the site in a manner acceptable to Valiant. No material may be excavated or removed from the said lands for commercial purposes.
- 17.** All Lots and buildings thereon shall be maintained in a clean and tidy manner and in good and substantial repair. Garbage containers and receptacles shall be enclosed or screened from view.
- 18.** A suitably sized garbage container must be located at the site during construction to avoid debris and garbage blowing into other areas of the subdivision or into neighbouring fields.

WATER SYSTEM

- 19.** No home shall be constructed on the said lands which is not connected to the Ravencrest Water System, and which does not have an individual external read-out water meter. The water meter will be supplied by and remain the property of Valiant or its successor. The Lot Owner must provide access to Valiant or its designee for inspection, reading or service of the water meter upon reasonable notice and during normal business hours. Before the supply of water is activated to a Lot the Lot Owner must enter into an

agreement with the Operator of the Ravencrest Water System pursuant to which water will be supplied to the Lot Owner for a fee as outlined in said agreement. No potable water other than bottled water for domestic consumption shall be supplied to the said lands for normal residential use except from the Ravencrest Water System. No ground water wells may be drilled on the said lands with the exception of Lot 30.

20. No activity shall be taken which will result in the removal or destruction of or which would prejudice the efficient operation of the said water meter located upon each Lot. No activity may be taken that would result in any water bypassing the water meter located upon each Lot.

21. Valiant shall be the initial Operator of the Ravencrest Water System. At any time after the earlier of:

(a) Two years from the date that the Ravencrest Water System commences supplying water to a residence; or

(b) After 15 houses are connected to the Ravencrest Water System;

Valiant may notify the Ravencrest Homeowners Association of the terms and conditions upon which it would be prepared to transfer the operation of the Ravencrest Water System to the Ravencrest Homeowners Association. The Notice will provide historical operating and financial information concerning the operation of the Ravencrest Water System.

FENCING

22. The Lot front fencing throughout the said lands shall consist of pressure treated unpainted three rail fence supplied by Valiant. All new side and rear lot fencing throughout the said lands shall consist of light page wire plus a single pressure treated unpainted plank on top.

23. The owner or owners from time to time of the said lands shall be responsible for the upkeep, repair, maintenance and reconstruction of the fences thereon. All necessary work shall be done promptly and at the sole cost of the owner or owners of the Lot for that portion of the fence adjacent to their Lot provided that in the case of fences between two Lots, the cost shall be borne equally by each Lot owner.

24. The owner or owners from time to time of the Lots shall not build or rebuild any fence on the said lands unless the quality, design and appearance of the fence is similar to or equal to the fencing described in Clause 22. above.

MISCELLANEOUS

25. The owners of the said lands through the Ravencrest Homeowners Association agree:

a) To maintain the landscaping done by Valiant in the walkway easements and in the Municipal Reserve Park areas.

b) To not remove or destroy any trees or other landscaping placed by Valiant on the said lands, without the consent of Valiant.

26. Failure on the part of Valiant, or any Lot owner to enforce promptly and fully the covenants, conditions and restrictions hereof shall not be deemed to be a waiver of its rights to enforce the covenants, conditions and restrictions hereof.

27. Any provision of this restrictive covenant made void or rendered invalid by any law in force in the Province of Alberta or adjudged not to be a covenant running with the said lands, shall not invalidate or render unenforceable the remaining provisions of this restrictive covenant which shall remain enforceable.

IN WITNESS WHEREOF VALIANT has caused its corporate seal to be hereunto affixed and these presents to be signed by its proper officer thereunto authorized this

_____ day of _____, 20_____.

VALIANT RANCHES LTD.,

per: _____
Harvey A. Trimble, President