

## RESTRICTIVE COVENANT

**WHEREAS** RICHARD SCHULTZ AND CYNTHIA SCHULTZ (the Developers) are the registered owners of the Dominate Lands and the Servant Lands described in Schedule "A" hereto:

**AND WHEREAS** it is to the benefit and common advantage of the Developers and all the persons who later aquire title to the said lots, to cause this Restrictive Covenant to be made and registered to establish certain minium standards and obligations which the registered owner shall fulfill.

**AND THEREFORE THIS RESTRICTIVE COVENANT WITNESSES THAT:**

1. The registered owner hereby creates and will register a Restrictive Covenant on all lands herein described.
2. No buildings of any kind other than private residential dwelling houses, garages, and appropriate out-buildings shall be built on any lots.
3. No trade, commerce manufacture, profession or business of any kind shall be carried on upon any parts of the lots.
4. All building and development upon the said Lands shall be in accordance with the following:
  - (a) No mobile homes, modular homes or existing homes to be moved shall be placed on the Lands.
  - (b) Only single family dwellings shall be constructed on the Lands. No house shall be constructed of an area of less than 1200 sq. ft. of living space excluding the basement and garage.
  - (c) No outdoor toilets shall be constructed on the Lands.
5. No large commercial, transport or other construction equipment shall be stored on the lands.
6. No signs, billboards, notices, or advertising shall be placed upon any lot or building excepting for "For Sale" signs or signs identifying the address of the property, name of owner and/or the property.
7. No building materials, waste, garbage or other materials shall be dumped or stored on any lot except for building materials used to erect a building on that lot.
8. No animals, livestock or poultry of any kind shall be allowed on the Lots except for a pet dog and/or a pet cat. No person owning or having custody of a pet dog and/or a pet cat shall allow the said pet to stray upon lots other than lots owned by the person owning or caring for the said pet.
9. Neither the Developers nor any successors in title shall be liable for a breach of the restrictions set forth in respective of any lot after the date it ceased to be a registered owner of that lot.
10. Should any one or more of the provisions of this Restrictive Covenant be determined to be illegal or unenforceable or otherwise invalid, the same shall be severed but all other provisions shall remain in effect.

11. Should any one or more of the provisions of this Restrictive Covenant be determined to be illegal or unenforceable or otherwise invalid, the same shall be severed but all other provisions shall remain in effect.
12. This Restrictive Covenant is in addition to the requirements of the County of Camrose or other government authorities having jurisdiction in respect of the use of the Lands and nothing contained herein shall be constructed as permitting or authorizing anything which is prohibited, controlled, or regulated by an statute, bylaw, regulation, or like enactment having the force of law and having application to the Land.

This Restrictive Covenant and these conditions shall run with and be legally annexed to the said lands and shall extend to, and be legally binding upon, and enure to the benefit of the undersigned, being the registered owner in fee simple of the said lands and every purchaser or transferee from the undersigned, their respective heirs, administrators, executors, successors and assignes, respectively and every person deriving title from them, until such time as the Restrictive Covenant shall be withdrawn, altered or modified by all the owners of the said lands or by Order of the Court.

**IN WITNESS WHEREOF** the Developers have executed this Restrictive Covenant this \_\_\_\_ day of July, 2009

\_\_\_\_\_  
RICHARD SCHULTZ

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
CYNTHIA SCHULTZ

\_\_\_\_\_  
WITNESS