



## **RESTRICTIVE COVENANT AGREEMENT**

dated for reference February 15, 2006

Between:

**WOLF CREEK VILLAGE LTD.**

Owner of the Servient Tenement  
incorporated pursuant to the laws of the Province of Alberta,  
("Servient Owner")

and

**WOLF CREEK VILLAGE LTD.**

Owner of the Dominant Tenement  
incorporated pursuant to the laws of the Province of Alberta,  
("Dominant Owner")

### **WHEREAS:**

- A.** Wolf Creek Village Ltd (from time to time called the "Developer") is the owner and developer of all the lands described in Schedule "A" hereof;
- B.** it was a condition of the purchase of the said lands from the Volds that the said lands would be developed according to a scheme(s) of development or building scheme(s) and the Developer is accordingly developing the said lands according to a scheme(s) of development to preserve the value of each residential lot therein (any such lot being described as the Dominant Tenement, as herein defined) by preventing any and all other residential lots therein (any such lot being described as the Servient Tenement as herein defined) from being dealt with to reduce the tone of the residential neighbourhood;
- C.** the said lands are being developed in phases and each residential phase may constitute its own building scheme independent of the building scheme of each other residential phase and it is the Developer's intent that the restrictive covenants contemplated herein shall be enforceable against all the residential lots developed on the said lands, either: pursuant to this Agreement regardless of the phase in which any given residential lot was developed; or as multiple restrictive covenants under this Agreement and other like agreements applicable to other phases and which agreements together with this Agreement in the aggregate constitute restrictive covenants against all the residential lots developed on the said lands;
- D.** the Servient Owner is the registered owner of any and every single lot described in Schedule "B" hereof, such single lot being the "Servient Tenement";



**E.** the Dominant Owner is the registered owner of all the lots described in Schedule “B” hereof (other than the Servient Tenement) those collective lots and each of them being the “Dominant Tenement”;

**F.** it is the intention of the parties that no development, construction or activity occur on any of the lands set out in Schedule “B” hereof contrary to the provisions of this Agreement, which is to say for greater clarity: each lot in schedule “B” is simultaneously dominant and servient:

**NOW THEREFORE** in consideration of the premises hereof and the promises herein made to protect the value of lots in the Wolf Creek Village community, the parties agree that:

the Servient Tenement shall have established, imposed and annexed thereon the following restrictions and provisions to be enforced against and to run with the Servient Tenement and to be binding on the owners of the Servient Tenement, as they may be from time to time, and all persons claiming under them; and

the Dominant Tenement, and all the parts and every part thereof, shall enjoy the benefit of the said restrictions and provisions, and such benefits shall be annexed to and run with the Dominant Tenement and shall be enforceable by the owners of the Dominant Tenement, as they may be from time to time, and all persons claiming under them;  
namely:

## **1 USE RESTRICTIONS**

1.1 No building shall be constructed on a Servient Tenement other than: one single family dwelling with attached garage; one small out building (for storage of a lawn mower or lawn tractor and for miscellaneous storage). No other building shall be constructed or allowed except and unless it is authorized by and is in accordance with the Wolf Creek Village Architectural and Landscape Guidelines established by the Developer from time to time (the “Guidelines”).

1.2 No trailers, mobile homes or prefabricated modular homes shall be erected nor placed on the Servient Tenement.

1.3 No campers, motor homes or travel trailers shall be parked nor placed on nor in front of the Servient Tenement except and unless:

1.3.1 the same is stored within the permitted garage; or

1.3.2 the same is within the charge of a guest and is present only for occasional short term visitation.

1.4 No motor vehicle shall be routinely parked nor placed on nor in front of the Servient Tenement except and unless:

1.4.1 the same is stored within the permitted garage; or

1.4.2 the same is within the charge of a guest and is present only for occasional short term visitation.

1.5 No animal shall be kept within or upon a Servient Tenement other than small domestic animals kept as pets. No animal whatsoever shall be permitted to escape or to run at large outside the boundaries of a Servient Tenement.

## **2 GENERAL CONSTRUCTION RESTRICTIONS AND APPROVAL OF PLANS**

2.1 No construction shall occur on a Servient Tenement except and unless it follows the Guidelines. Without limiting the generality of the foregoing, no development that is different from the Guidelines shall be constructed or allowed.

2.2 No building shall be constructed with a main floor living area of less than 1500 square feet, except and unless specifically authorized by and in accordance with the Guidelines. For greater clarity, "living area" does not include any basement, patio, garage or sundeck.

2.3 No building shall be constructed that violates the setback and sideyard allowances approved for the Servient Tenement pursuant to the Guidelines.

## **3 CONSTRUCTION MATERIALS**

3.1 No building shall be constructed that has exterior walls faced with anything other than brick, stone or stucco. No other material shall be used or allowed for the facing of exterior walls except and unless specifically authorized by and in accordance with the Guidelines.

3.2 No building shall be constructed that has roofing material of anything other than clay tile, cedar shakes or sculptured asphalt shakes. No other material shall be used or allowed for roofing material except and unless specifically authorized by and in accordance with the Guidelines.

## **4 MAINTENANCE**

4.1 No Servient Tenement shall be kept in a disorderly manner at any time, either before, during or after construction of the single family dwelling.

4.2 No garbage, debris, waste material or scrap of any kind whatsoever, including without limitation broken down automobiles or parts of automobiles, shall be kept or accumulated on or be allowed to escape from a Servient Tenement.

## **5 GENERAL PROVISIONS**

5.1 The Dominant Tenement, and every and any part thereof, and the owner thereof from time to

time cannot be denied the right to enforce any or all of the covenants and agreements contained in the Agreement against a Servient Tenement and the owner from time to time thereof

5.2 Notwithstanding the provisions of s. 5.1 hereof, no Dominant Tenement, nor the owner thereof or any part thereof from time to time, can be compelled to nor held liable for failing to enforce any or all of the covenants and agreements contained in the Agreement against a Servient Tenement and the owner from time to time thereof

5.3 This Agreement may be registered against the lots set out in Schedule "B", or a caveat referencing this Agreement may be registered against the said lots.

5.4 The recitals together with the Schedules of this Agreement are incorporated herein and form part of this Agreement as if specifically set out herein.

5.5 The headings of this Agreement are solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement.

5.6 The terms "Agreement", "herein", "hereof" and similar expressions refer to this Agreement as a whole and not merely to a section hereof.

5.7 Where the context so requires, words importing the singular number shall include the plural and vice versa, and words importing the neuter gender shall include the masculine, feminine and neuter genders. Furthermore, the terms "person" or "persons" shall include an individual, partnership, association, syndicate, body corporate, trust, trustee, executor, administrator or legal representative, and any other entity whatsoever.

5.8 If any of the provisions hereof are deemed invalid or unenforceable by a court of competent jurisdiction, those provisions shall be deemed to be severed and this Agreement shall be deemed to remain in force as if such severed provisions were not a part hereof.

5.9 This Agreement shall enure to the benefit of and be binding upon each of the parties' successors, heirs, administrators, legal representatives, transferees and assigns.

**IN WITNESS WHEREOF** the parties have executed this Agreement on October 18, 2006 effective as of the date and year first above written.

**WOLF CREEK VILLAGE LTD.**  
**(The Servient Owner)**

**WOLF CREEK VILLAGE LTD.**  
**(The Dominant Owner)**

**Per:** \_\_\_\_\_

**Per:** \_\_\_\_\_

**Schedule "A"**

## legal descriptions of the lands

**First**

The south west quarter of section two (2)

township forty two (42)

range twenty six (26)

west of the fourth meridian containing 64.7 hectares (160 acres), more or less excepting thereout:  
0.525 hectare (1.03 acres), more or less for road as shown on road plan 5777LZ.

Excepting thereout all mines and minerals

**Second**

All that portion of the south east quarter of section two (2)

township forty two (42)

range twenty six (26)

west of the fourth meridian which lies west of the westerly limit of the road as shown on road plan  
4214EU containing 27.30 hectares (67.5 acres) more or less

Excepting thereout all mines and minerals

**Schedule "B"**

Residential Lots: Dominant and Servient Tenements

Plan  
Block 1  
Lots 2-12  
Excepting thereout all mines and minerals

Plan  
Block 4  
Lots 2-6 and 8-32  
Excepting thereout all mines and minerals

Plan  
Block 5  
Lots 1-21  
Excepting thereout all mines and minerals