



## ***SCHEDULE "B"***

### **RESTRICTIVE COVENANT**

Pursuant to the *Land Titles Act of Alberta*

**WHEREAS DESERT BLUME DEVELOPMENTS LTD. AND MEADOWLANDS DEVELOPMENT CORPORATION ("Desert Blume")** is registered as owner of an estate in fee simple of the following lands:

**ALL IN PLANS:**        0711630        0513790        1012626        \_\_\_\_\_

**EXCEPTING THEREOUT ALL MINES AND MINERAL**

(Hereinafter individually referred to as a "Lot" and collectively referred to as the "Lots");

**AND WHEREAS** Section 71 (1) of the *Land Titles Act of Alberta* provides that an owner may grant 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 WITNESSETH 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 and 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. The City of Medicine Hat has agreed to supply water and sewer services to the Desert Blume subdivision. There is no obligation whatsoever for the City of Medicine Hat to provide any other utility or municipal service to Cypress County or the Desert Blume subdivision. Without limiting the generality of the foregoing, the City of Medicine Hat shall not have any obligation whatsoever to provide garbage collection, fire, police or ambulance services to Cypress County or the Desert Blume subdivision, except to the extent that an obligation is expressly set out in an agreement in writing between the City of Medicine Hat and Cypress County.

3. Desert Blume Development and Meadowlands Development Corporation have made a contribution towards the eventual upgrading of South Boundary Road to a four lane arterial standard. The City of Medicine Hat's present intention is to upgrade South Boundary Road sometime in the future. Notwithstanding the foregoing, any such upgrading depends upon the acquisition of all necessary road rights of way, approval of the allocation of budget resources and other factors. It is acknowledged and agreed that the City of Medicine Hat is not bound to proceed with any upgrading, and if the City of Medicine Hat does decide to proceed, the timing, degree and scope of any upgrading South Boundary Road shall be at the City of Medicine Hat's sole and unfettered discretion.
4. An owner shall not do anything or permit anything to be done in his/her residence or property that is contrary to any statute, ordinance, by law or regulation of any government authority whether Federal, Provincial, Municipal or otherwise.
5. The Lots shall be developed in conformity with the conditions and covenants set out in the architectural control guidelines established by Desert Blume from time to time.
6. Desert Blume shall have the right to enter upon the Lots and 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 Cypress County.
7. The design, location and elevations of any landscaping or landscaping structure on any Lot shall not interfere with the drainage of surface water or grading of the lot.
8. No excavation shall be made on the Lots 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.
9. An owner shall not use or permit the use of his residence other than as a single family dwelling.
10. An owner shall not use his/her residence or any part thereof for any commercial, professional or other business purposes without written permission from the Developer or for any purpose which may be illegal or injurious to the residents in Desert Blume development or for a purpose involving the attendance of the public at any such residence.
11. Any automobile repairs or any other repairs must be done within the confines of an owner's garage.
12. Uninsured, unregistered or unusable vehicles may not be parked on any street, road or driveway.
13. Recreational vehicles shall not be stored on any lot and may only be parked on the driveway for a maximum of 24 hours for loading and unloading purposes. On street parking shall be strictly prohibited for any recreational vehicle. This will include all recreation vehicles, all water craft and all storage and utility trailers.

14. An owner shall keep garbage bins stored in the garage out of sight from the street, except on the eve of garbage pickup day, when the garbage bins may be moved to the curb for pickup.
15. Outside clothes lines are not permitted.
16. a. Satellite dishes or any other device in excess of 24" in diameter to receive or transmit telecommunications are absolutely prohibited and must be mounted inconspicuously and not be exposed to view from the street.  
  
b. Antennas to receive any telecommunication including but not limited to ham radios are prohibited.
17. No signs, billboards, notices or other advertising matter of any kind shall be placed on any part of the Lots or upon or in any buildings or on any fences, tree or other structures on the Lots without the prior written consent of the Developer except for the purposes of the sale of that Lot.
18. The exterior of any dwelling and its gardens and grounds shall not be left in any unsightly and unreasonable untidy condition.
19. No horses, cattle, hogs, sheep, poultry or other stock or animals other than those normally permitted in private homes in urban residential areas shall be kept upon the Lots. No breeding or pets for sale shall be carried out upon the Lots.
20. No yards of a Lot shall be used for the storage of materials or equipment other than such as are usually stored in connection with the occupation of a building used for private residential purposes.
21. No building waste or other material of any kind shall be dumped or stored on the Lots except clean earth for purposes of levelling in connection with the erection of a building thereon or for the immediate improvement of the grounds.
22. Fencing - Front yard fences are absolutely prohibited. Side yard fencing is permitted provided it does not extend past the line of the front of the house.
23. No fence shall be removed or painted a different colour which has been installed by the Developer. Any existing fence shall be maintained and kept in good repair by the new Lot owner.
24. A Residents' Association or Homeowners' Association ("Residents Association") may be created at some time in the future. The rules and regulations of the Residents' Association will require the owners of the Lots to contribute an association fee or membership fee and the owners agree to comply with and abide with the said rules and regulations and to make such financial contributions as required.
25. There shall be no sheds or outer buildings of any kind whatsoever erected upon any lot unless the shed or outer building is constructed using the same roof and siding and outer materials used for the dwelling constructed on the Lot in accordance with the architectural control guidelines referred to in paragraph 5 herein.
26. The owner or owners from time to time of each of the Lots shall not in any way alter, take down,

replace or destroy the permanent fence line established by the Developer along the rear property line of the Lots or along the golf course, parks or ravines, but shall be responsible for the maintenance of any such permanent fence line so established.

27. The restrictive covenants set out herein are enforceable by Desert Blume and the owner or owners of each of the Lots to the extent that the provisions apply to such Lots, and waiver by Desert Blume or any 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.

28. 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 this 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.

29. No action shall be against Desert Blume for damages for breach of any one or more of the covenants contained in this Restrictive Covenant, unless Desert Blume is registered as owner of the Lot and is proven by a Court of competent jurisdiction to be in breach of this Restrictive Covenant. This Covenant shall constitute an absolute defense to any such action and may be pleaded as such.

30. Words herein importing a number or gender shall be construed in grammatical conformance with the context of the party or parties in reference.

31. 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, MEADOWLANDS DEVELOPMENT CORPORATION** has caused its corporate seal to be affixed by its duly authorized officer this            day of            , 2015

**MEADOWLANDS DEVELOPMENT CORPORATION**

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