

## RESTRICTIVE COVENANTS

RELATING TO LOTS \_\_\_\_ TO \_\_\_\_ INCLUSIVE AND LOT \_\_\_\_\_

### Legal Description:

Meridian 5 Range 7 Township 38 Section 33 Quarter North East Containing 65.2 Hectares (161 acres) more or less excepting thereout a) plan 699 PX road 1.16 Hectares (2.88 acres) more or less b) plan 0024510 descriptive 2.035 Hectares (5.70 acres) more or less excepting thereout all mines & minerals

Pursuant to Section 48 of the Land Titles Act of Alberta, Meadow Ponds Estate Inc. as owner to the above noted properties hereby annexes to the properties the following restrictive covenants and conditions:

1. Each person who is from time to time registered at the Land Titles office for the North Alberta Land Registration District as an owner of any one of more "lots" in Meadow Ponds Estates on those lands generally described as: Meridian 5 Range 7 Township 38 Section 33 Quarter North East Containing 65.2 Hectares (161 acres) more or less excepting thereout a) plan 699 PX road 1.16 Hectares (2.88 acres) more or less b) plan 0024510 descriptive 2.035 Hectares (5.70 acres) more or less excepting thereout all mines & minerals is, on and from the date of registration as an owner of any of the Lands, a Member of the HOA (a "Member", or collectively, "Members"). Where the lot contains a residence that is occupied by the Member and the Member's spouse or partner, or adult child, the Member may designate the spouse or partner or adult child to be the Member for that lot for the purposes of these By-Laws
2. The covenants contained herein shall be registered against the titles for the properties and shall be considered to be covenants running with the land, and shall run with the land from the date of registration in perpetuity. The covenants shall enure to the benefit of and shall be binding upon any future purchaser, owners, or lessees of the property, and may be enforced through the courts of the Province of Alberta.
3. Any amendment, addition, or deletion to or from the within covenants may be made only with the consent in writing of seventy-five (75%) percent of the owners of the properties affected by these covenants.
4. The failure to enforce any condition or restriction contained herein shall not be deemed to be a waiver of the right to enforce such condition or restriction in the future, and any condition or restriction may be enforced notwithstanding any lapse of time between the date of the breach and the commencement of action for enforcement.
5. The Board of Directors is empowered to enforce non-compliance penalties for failure to comply with these By-Laws. These actions are taken through a process of warning notices and notices of fines as follows. Any notice shall be sent to the last known address for the Member maintained by the Board of Directors:
  - a. First violation requires a warning notice, a description of the non-compliance be submitted to the offending Member and a specified period of time in which to rectify the non-compliance;

- b. A failure to rectify the non-compliance in the time specified requires an additional notice advising of a final deadline for rectifying the non-compliance and indicating a penalty of the greater of \$200.00 and the Board of Director's cost to rectify the non-compliance will be assessed.
  - c. A failure to pay the penalty by a specified date will result in the filing of a caveat against the title to the lot and such steps to enforce same as the Board of Directors may determine in its sole discretion; and
  - d. There is no upper limit to the amount of penalties that may be assessed against a Member for repeated violations of these By-Laws.
6. No buildings shall be constructed on any lot without the prior written approval of the Board of Directors of Meadow Ponds Estates Home Owners Association Ltd. ("the Board of Directors").
7. No improvements shall be made on any lot without the prior written approval of the Board of Directors.
8. Only one dwelling building shall be constructed on each lot, and such dwelling shall be a single family residence and shall be of new construction, built on site.
9. All outbuildings on any lot shall be designed, placed, and finished to be complementary to the dwelling located on that lot.
10. No dwelling shall be a mobile home or modular home, and each dwelling shall be of a permanent type placed on and secured to a basement on solid footings extending into the subsurface soil.
11. No dwelling shall have a ground floor living area, excluding garage area, of less than 1,200 square feet.
12. No septic systems or disposal field shall be installed on any lot; no toilets, faucets, showerheads or other water applications shall be used or installed on any lot other than: (i) toilets which are of a low-consumption toilets, (ii) showerheads and faucets of a low-flow type, and (iii) outside taps fitted with CSA approved back flow preventers and shall be installed in compliance with all applicable Federal, Provincial, and Municipal statutes, by-laws and regulations.
13. No water well may be drilled on any lot.
14. No activity shall be permitted on any lot which causes offensive noise, dust, smell, smoke, traffic generation or other nuisance.
15. All pets and other animals shall be restrained and kept within the property owned by the owner of such pet, so as not to cause any nuisance, annoyance, or excessive noise. When off the owner's property all animals shall be on a leash and properly controlled.
16. A lot shall not be used as a site for storage or parking of commercial vehicles, machinery, equipment, stock piling materials, supplies, stock-in-trade or products except where the presence of commercial vehicles, equipment, materials or products is temporary and associated with the construction, maintenance or repair of a dwelling or its utilities. A lot shall not be used as a site for storage of hay or feed, gasoline tanks or other bulk fuel tanks or stands except within a structure designed to conceal their view from any other lot.

17. To the extent a recreational vehicle, trailer, boat or other recreational object, is not stored or parked in a garage or fully enclosed in an accessory building, it shall be parked or stored in close proximity to an exterior wall of the main residence or of an outbuilding.
18. Subject to receiving prior approval from the Board of Directors, no Member shall park or permit to be parked more than two recreational vehicles, trailers, boats and other recreational objects, except in a garage or fully enclosed accessory building or suitable privacy fencing.
19. All motor vehicles that are not stored or parked in a garage or fully enclosed in an accessory building must be licensed.
20. No abandoned vehicles, machinery, or other unsightly items shall be kept or store on any property, except within a building, with intent that all properties shall be kept in a neat, clean, and presentable condition.
21. No utility services, including telephone, cable, and electrical service from the transformer to the dwelling or other buildings, and between any buildings, shall be above ground.
22. The exterior finish of any building or structure shall be fully completed and finished within eighteen (18) months from the date of commencement of construction of the dwelling or structure.
23. No lot shall be used as a site for the use or discharge of firearms, hunting bows, crossbows, or any other weapons, whether or not otherwise permitted by law.
24. No signs may be placed or maintained on any lot as a form of advertisement or promotion except a sign which indicates a lot is for sale.
25. No excavation shall be permitted or carried out on any property except as required for the construction of buildings, or the installation of utilities, or for landscaping. No sand, gravel, or earth shall be removed except as required for the aforesaid purposes.
26. To maintain a buffer area between dwellings, no trees shall be removed from the portion of the lot within Five (5) Metres of any property line, except for the removal of trees from the property line adjacent to the public access road for the installation of an entrance driveway of standard width.
27. No wire fence shall be used or constructed on any property. All fencing shall be designed, placed and finished so as to be complementary to the dwelling on the property, and shall be maintained in a good and presentable condition and in any event only with the consent of the Board of Directors.
28. All garbage and refuse shall be properly stored in closed containers in a sanitary manner so as not to cause any odour or nuisance. No garbage, refuse, or other material, except vegetation removed for the purpose of establishing a building site, shall be burned on any property except for wood recreational fires in a proper fire pit and only in accordance with all applicable statues, by-laws, and regulations.
29. While there is no time limit by the end of which a Member is required to commence construction of a principal residence or complete landscaping on his or her lot, each Member of a vacant lot shall be required to keep the lot free of garbage, unsightly objects and overgrown grasses and weeds. To the extent this is not done by a Member of a vacant lot on a regular basis, the Board of Directors will

provide notice to the Member and require the matter be addressed in a specified time. If the matter is not addressed as specified, the Board of Directors will conduct the necessary mowing and charge back the cost to the Member as provided for in this covenant.

30. So as to mitigate the risk of grass fires, the Board of Directors shall maintain the boulevards and other green spaces by cutting the wild grasses thereon and keeping same free of debris