

Silver Springs

A subdivision on the east shore of scenic Buck Lake Alberta
www.silverspringsalberta.com



Restrictive Covenants

WHEREAS 999768 ALBERTA LTD. (hereinafter referred to as “the Grantor” and/or “the Developer”) is the registered owner of an estate in fee simple of the following lands:

Plan 0821591 Block 6 Lots 1 & 2, excepting thereout all mines and minerals;
Plan 0821591 Block 4 Lots 3 – 21 inclusive, excepting thereout all mines and minerals;
Plan 0821591 Block 5 Lots 22 - 31 inclusive, excepting thereout all mines and minerals;
hereinafter referred to as “the Lands”

AND WHEREAS it is the desire of 999768 Alberta Ltd. to grant to itself a Restrictive Covenant for the purpose of establishing a scheme for the orderly subdivision and development of the Lands and each individual lot contained therein both dominant and servient.

AND WHEREAS it is the intention of the Grantor and the Grantee that where the context of this Restrictive Covenant so requires, the Lands and each individual lot contained therein shall be the “Dominant Lands” and where the context of this Restrictive Covenant so requires the Lands and each individual lot contained therein shall be the “Servient Lands”.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT for the benefit and protection of the Lands and each individual lot contained therein, and in consideration of the covenants herein contained and the sum of One (\$1.00) Dollar now paid by the Grantee to the Grantor on behalf of themselves and their successors and assigns hereby covenant with the Grantee and their successors and assigns to the intent that the Restrictive Covenants hereinafter set forth shall be for the benefit of, be annexed to and run with the Lands and each individual lot contained therein and that the burden of the Restrictive Covenants hereinafter set forth may run with and bind the Lands and each individual lot contained therein, and so observe and perform the following Restrictive Covenants:

1.0 RESTRICTIVE COVENANTS

1.1 No building or improvement shall be constructed or placed on a Lot except in compliance with:

- a) The Land Use Bylaw of the County of Wetaskiwin No. 10 from time to time in force and effect;
- b) The provisions of any Easement or Utility Right of Way respecting the Lots;
- c) The provisions of these Restrictive Covenants; and
- d) The provisions of a Development Permit issued for the specific building or improvement issued by the County of Wetaskiwin.

1.2 A 20-metre building setback will be registered on the titles for all lots adjacent to Secondary Highway 761 for future improvements to said highway.

1.3 The Lands shall be used for private residential purposes only and no attached or semi-detached house, duplex, apartment, or any house designed for more than one family shall be erected on any one lot and not more than one detached dwelling house with or without attached private garage may be erected on such lot.

1.4 Each lot is permitted to contain one guesthouse, which does not contain kitchen facilities (in accordance with County of Wetaskiwin No.10 by-law).

1.5 The Lands or any building erected thereon shall not at any time be used for the purpose of any profession, trade, or business of any description, nor as a school, hospital, of other charitable institution, nor as a hotel, apartment house, duplex, boarding or lodging house or place of public resort.

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- 1.6** Modular homes may be placed on any of the lots provided they are not older than 5 years at the time they are placed on the lot and they meet all of the following requirements:
- The modular home shall be placed upon pilings made of steel, concrete, or preserved wood, or on a permanent foundation;
 - The modular home shall be skirted within 3 months of home placement with a material compatible with the exterior siding;
 - Any addition or attached garage shall be finished with the same exterior as the modular home.
- 1.7** Mobile homes (trailers) may not be placed on the lots. For the purpose of this Restrictive Covenant, mobile home is defined as a building or structure with or without wheels, designed or equipped as a stationary dwelling place, and constructed to be moved from one point to another by being towed or carried by truck, but does not include a vacation trailer or motor home.
- 1.8** Any lots where fill has been added are required to have an engineer's approval for foundation prior to placing a home / building on the lot.
- 1.9** In the event that any fill is placed on any lot or the slope of any lot is changed, the final grade must be such that the flow of storm water onto adjacent properties is no different than it was prior to the addition of fill or change of grade.
- 1.10** The exterior of every residence shall be completed in full accordance with those plans and specifications that are submitted when a development and building permit is obtained from the County of Wetaskiwin No. 10 before it is occupied. Approved types are as follows: stucco, siding (painted or stained wood, cedar, vinyl, aluminium, hardy board), stone, brick, or decorative block only. No painted plywood, tarpaper, or building paper shall be allowed as finished product.
- 1.11** The owner or owners of each lot shall have the right to erect two detached garages or shops, provided however, that nothing contained herein shall be constructed so as to give permission for such buildings to be utilized for any business or commercial purpose.
- 1.12** Any additional buildings (described in Paragraph 1.11 above) allowed on any lot pursuant to the terms hereof shall have an exterior finish that compliments the exterior of the main residence of such lot.
- 1.13** A maximum of two (2) vacation trailers or recreation vehicles may be kept on any single lot on a permanent basis. There shall be no porches or additions attached to, or shelters built over any vacation trailer or recreational vehicle. No vacation trailer or recreational vehicle may be older than 10 years at the time of placement or at any time in which it remains on the lot.
- 1.14** Any fence constructed on the property shall be of a material compatible with residential use. Paige wire and barbwire are not acceptable fence materials. The fence must not pose a risk to any person's personal safety, must not be unsightly or unattractive, and must be kept in good repair.
- 1.15** No building, waste, or other material of any kind shall be dumped or stored on the lots except clean earth for the purpose of levelling the landscape in connection with the erection of a building thereon.
- 1.16** No unlicensed or inoperable motor vehicle or farm or industrial equipment of any kind or unsightly material of any sort may be kept or stored on any lot except within a garage or building thereon.

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- 1.17** Dogs, cats or any other house pets may be kept on the lots provided they are not kept for commercial purposes and provided they do not become a nuisance to other lot owners. No livestock of any sort may be kept on any lot. All domestic animals must not roam around the subdivision and must be on a leash if they leave the lot. The owner of the animal must collect all animal waste when the animal is on common property.
- 1.18** Residents respect the rights of others in avoiding activities that produce excessive noise between the hours of 11 p.m. and 8 a.m.
- 1.19** Improvements shall be limited to new construction.
- 1.20** The owner or owners of any lot shall dispose of all household garbage or trash in the containers provided by Silver Springs Lake Lot Owners Association. Access to the containers provided will be limited and posted. The developer will provide this service until May 1, 2010, following which the Association will take over the costs and responsibilities of this service. All garbage must be wrapped or bagged and placed in these containers. Each lot is restricted to two bags per week being disposed of in the containers provided. Bags over the two-bag limit, appliances, and construction and landscaping refuse must be hauled to the appropriate site away from the subdivision at the sole cost of the owner. There are small containers provided along the walkways, these are for small refuse only. Recycling is also available and must be sorted as posted at the disposal site.
- 1.21** All household refuse and garbage must be kept in securely covered containers while kept on a lot.
- 1.22** The owner or owners of any lot shall not deposit household refuse and garbage outside his lot other than in the manner prescribed in the Restrictive Covenants.
- 1.23** No sign or advertising matter of any kind except a sign depicting the owners name and address shall be kept on the lots on a permanent basis. Signs relating to selling a lot, building contractor, etc. shall be kept only on a temporary basis for a maximum of six (6) months.
- 1.24** The owner or owners of any lot shall not do or permit anything to be done on the Common Property that may cause damage to trees, plants, bushes, flowers, lawns, signs, garbage cans, or benches and shall not place their chairs, tables, children's play things, devices, toys or other objects on the Common Property so as to damage same or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally. Lot owners are fully responsible for any invited or uninvited persons or animal that are on the premises for the purpose of calling upon said lot owner.
- 1.25** One (1) private boat dock / launch for small boats is located on the community lot (lot #10) and is accessible to the owner or owners of any lot. Boats / vehicles / trailers may not be parked on the community lot leading to the dock unless the boat is being used on the water. The construction of private boat docks / launches is prohibited.
- 1.26** The pond, and community and environmental reserves located in the subdivision are for the enjoyment of all lot owners. The owners of the lots shall use the pond and common property responsibly and at their own risk. Neither the Grantor nor the Grantee will be liable or responsible for any loss, damage, or injury to anyone using the pond or common property.
- 1.27** The owner / owners of a lot receive, upon purchase of a lot, one share per lot in the Silver Springs Lake Lot Owners Association. The share shall not be sold, assigned, transferred, hypothecated, pledged, liened, or encumbered in any way. Shares shall not be owned by anyone except the owner of a lot in this

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subdivision. Upon the sale of a lot the share certificate that had been issued to the owner / owners of the sold lot shall be cancelled and reissued in the name of the new owner/owners of the lot.

1.28 These restrictive covenants are designed to protect and maintain the value of the lots within the subdivision and to ensure that lot owners are not affected negatively by other's activities. Therefore no activities are permitted that may become an annoyance or nuisance to other lot owners and no lots may be kept in such a state that they present an unsightly condition when viewed from the subdivision road or from adjoining properties.

2.0 GENERAL

2.1 The owner or owners of any lot may enforce the foregoing Restrictive Covenants against the owner or owners of any other lot or lots except the Developer.

2.2 The Developer shall not be liable to the owner or owners of any lot or lots or to their successors in title for the enforcement of any of the Restrictive Covenants contained herein or in the event that any or all of the foregoing Restrictive Covenants are judged to be unenforceable by a court of competent jurisdiction.

2.3 Notwithstanding anything to the contrary herein, the Developer shall have the power from time to time in their sole discretion to waive, release, amend and alter any of the foregoing Restrictive Covenants, provided such waiver, release, amendment, or alteration, in the sole discretion of the Developer, will not significantly detract from the intent of this Agreement or the general character of the lots. This right shall no longer be in effect when the Grantee no longer retains ownership of one of the lots being developed from the Lands.

2.4 In this document (I) words importing singular import plural and vice versa, and words importing the masculine import the feminine and neuter as the context or the party may require and vice versa, and (II) headings of clauses are for reference only and do not affect meaning or interpretation.

2.5 This agreement shall be in full force and effect for the term of twenty-five (25) years from the date hereof.

2.6 This agreement shall endure to the benefit of and be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF we have hereunto signed names and affixed our seals this
_____ day of _____, 20 ____.

Developer (Grantees)
999768 ALBERTA LTD.
Per:

Developer (Grantors)
999768 ALBERTA LTD.
Per: