

The Land Titles  
Restrictive Covenant

This Restrictive Covenant DATED this \_\_\_\_\_.

Between:

Heartland Projects Ltd.  
A corporation in the Province of Alberta.  
(Hereinafter referred to as the "Grantor")

And:

Heartland Projects Ltd.  
(Herein after referred to as the "Grantee")

Whereas the Grantor, being the registered owner of an estate in fee simple, subject however to such encumbrances, liens, and interest as are registered upon title as of the date of this restrictive covenant, in all that certain tract of land situated in the province of Alberta and legally described as follows:

Lots 9,10,11,12,13, and 14 \_\_\_\_\_

Excepting thereout all mines and minerals.

(Hereinafter referred to collectively as "the Affected Lands" and individually as "the Lots")

And whereas it is desirable for the purposes of the development of the lots that continuous minimum standards of development be maintained.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of payment of the sum of \$1 paid herewith by the Grantee to the Grantor and other good and valuable consideration including the covenants and conditions contained herein, the Grantor hereby annexes to the lots the following conditions and covenants, restrictive in nature, as burdens to run with the lots.

**GENERAL:**

Now therefore for the benefit of the registered owner of the lots, and all persons hereinafter deriving title or an interest in the lots, the registered owner does hereby cause the following restrictive covenant to be registered against the titles to the lots for the purpose of maintaining the said minimum standards.

The registered owner does hereby register the restrictive covenant as hereinafter set forth on all lots herein described by way of caveat or other encumbrances filed by the registered owner, which covenants shall run with the lots, and shall ensure to that benefit of and be binding upon the present owner and every transferee and every other person deriving title or any interest in the lots, until such time as these restrictive covenants or any of them shall be withdrawn, altered or modified by law.

The recitals of fact and intent set forth in the foregoing are true and shall form an integral part of the restrictive covenant.

The developer, Heartland Projects Ltd., may, from time to time and either permanently or temporarily, at its sole discretion, assign or otherwise delegate its various discretions and authorities hereunder (including, but not limited to, the discretion and authority to re-delegate or reassign) to any third party including, but not limited to, any organization composed of one or more owners of lots within the affected lands.

Nothing herein shall be taken or construed to require or otherwise oblige the developer to take any steps to enforce the provisions of the Restrictive Covenant: nor render the developer liable for the failure of an owner of a lot to adhere to or conform with the provisions of this Restrictive Covenant. It being the intention of this document that each and every owner of the various lots comprising the affected lands remains responsible to abide by and comply with the provisions of this restrictive covenant.

Providing that the developer has acted in good faith in respect of the same nothing herein shall render the developer liable for any exercise or failure to exercise its various discretions and authorities hereunder.

#### RESTRICTIONS:

Each lot owner shall be solely responsible for ensuring that all laws, regulations and statutes in force (setbacks, electrical code, sewage systems code, animal bylaws, etc.) are adhered to.

Each lot owner shall provide sufficient tree cover to ensure that any building other than the main home and garage are not visible from the public roadway or from adjacent properties.

No part of the lots shall be used for depositing, dumping, burning, gathering, accumulating, storing or storage of any refuse, trash, garbage (including discarded, damaged or used vehicles and building materials), landfill, or any other unsightly chattels and materials.

Each lot owner shall maintain their lot in the safe, clean, and attractive condition.

Each lot owner shall be responsible for keeping the grass mowed and the area cleaned between the front property line and the public roadway abutting their lot.

Each lot owner shall be bound by the development guidelines and restrictions contained herein and also those Design Guidelines attached hereto as Schedule "A".

#### DESCRIPTION OF DEVELOPMENT CONTROL REGULATIONS:

The development control restrictions referred to are as follows

No out building or accessory building, or structure of any nature or kind shall be placed nor erected on any lot until such time as a single family residential dwelling house conforming to the requirements of these developments control restrictions have been constructed thereon.

No more than one single family residential dwelling house shall be constructed on any lot.

No development of any nature shall be undertaken upon any lot unless and until the owner of such lot has communicated intent to the developer regarding specifications to illustrate design, materials and finishing, and access.

The owner of the lot shall remain liable to repair and replace any damage occasioned to the roadways running through the affected lands by such owner, the contractors and subcontractors in the course of construction, and construction shall be deemed to be incomplete until such repairs and replacements are made.

Single family, residential dwelling houses shall be placed within the site plan for each lot.

All accessory buildings and outbuildings shall bear an exterior finish and design which is architecturally consistent with the single family residential dwelling approved and constructed on the lot.

**PROHIBITED CONSTRUCTION AND DEVELOPMENT:**

The following developments and undertakings shall be prohibited on the Affected Lands and each of the lots comprising the same, namely:

Any commercial or industrial use not naturally or normally incidental, subordinate and exclusively devoted to the principal single family residential home located thereon;

Any signage in relation to any commercial activity or venture whatsoever;

The movement on to any lot of a building, including but not limited to a single family residential home from any other location; mobile homes of any size or description and any modular manufactured home or home package.

Quonset style buildings or Quonset style shops, sea cans, tarp buildings or sheds are not permitted.

Only one permanent outbuilding may be allowed per lot with the exception of the principal residence where the garage is detached.

Fencing. The lot area in front of the home to be left open and not fenced the recommended fence to the rear of the home can be black chain link or cedar post and beam.

**RUNNING WITH THE LANDS:**

Any assignment, sale or transfer of the Affected Lands or of any lot comprising the same or any portion thereof shall be deemed to be made subject to the terms of this Restrictive Covenant, and the various restrictions, conditions and covenants contained in this Restrictive Covenant and shall be covenants running with the Affected Lands and shall be appurtenant to and shall bind the same and all parts thereof for the mutual benefit of all persons who may, from time to time, own or occupy the Affected Lands of any lot comprising the same or any portion thereof.

**SEVERANCE:**

The invalidity of any particular provision of this Restrictive Covenant will not affect any other provision, and this Restrictive Covenant will thereafter be construed as if such invalid provision were omitted.

**INTERPRETATION LAW:**

This document shall be interpreted in accordance with the laws of the province of Alberta.

DATED this \_\_\_\_\_.

HEARTLAND PROJECTS LTD.

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

HEARTLAND PROJECTS LTD.

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

## **SCHEDULE "A"**

### **DESIGN GUIDELINES**

Attention is to be paid not only to the unified appearance of your home and landscaping, but to the surrounding neighbourhood as well

#### **Minimum house sizes**

The single family residential construction upon the lot shall have the minimum floor area excluding: basements, bonus rooms, garage, patio, porch or like part of the building as follows (sq. footage relates to the total area of floors above building grade)

The lots in Heartland Estates proved ample room for homes larger than the minimums provided below. The minimum requirements are designated only to ensure a consistent theme for the neighborhood.

Bungalow - 1500sq ft.

2nd Story - 2500 sq. ft. with 1400 sq. ft. minimum on main floor

Bi Level - 1700 sq. ft.

Split Level - 2000 sq. ft. with 1400 sq. ft. on the main floor

Minimum attached or detached garage size - 32x24

#### **Exterior Materials**

Finishes must include at least 2 of the following materials: brick, stone, cultured stone, ceramic tiling, stone tile, stucco and vinyl.

Where vinyl is the predominant front elevation material a minimum of 300 sq. ft. of brick, shale or other such material shall be used in combination with the vinyl exterior.

Where stucco is the predominant front elevation material the stucco is to be incorporated with boxed out detailing around the windows as well as a minimum of 24" detail return on the corners. A minimum of 100 sq. ft. of brick/stone shall be used if stucco is the primary finish. Colours choice on the main body of the house is not restricted.

#### **Roofing**

Roof material should consist of wood shakes, clay or concrete tile, or architectural asphalt shingles.

Roof pitch shall be a minimum of 6/12 on bungalows and 5/12 on two-storeys.

Fascia boards are to be a minimum of 6"

#### **Garages and Out buildings**

All out buildings must be constructed to match and compliment the design of the house.

## Land/Lot Development

### Fencing (optional)

The lot area in front of the home to be left open and not fenced the recommended fence to the rear of the home can be black chain link or cedar post and beam.

### Front Landscaping

Front elevation minimum requirements of trees:

3 deciduous

2 coniferous

### Vacant Land

Any purchaser leaving their lot in its natural state may not construct, place or store temporary structures, buildings or vehicles of any description on a vacant lot. Lot owner is also responsible for vegetation (weed) Control.

### Signage

No advertising matter, except signs offering the land or buildings thereon for sale or signs designating the name of the residence, or the name of the owners or address, shall be placed on the lands (With the exception of builder advertisement during development).

Lots 9 & 14 may have permanent subdivision signage.

### Driveway

The purchaser shall be responsible for the construction of the driveway to fit the aesthetics of the subdivision.

### Animals

Only domestic dogs, cats, birds and other household pets are permitted and to be confined to owners property.

### Water Wells

Are permitted on the lots within the subdivision, a Hydrological Engineering Study has proven adequate water supply however the developer will not be held responsible for water quality or volume.

## Heartland Estates Restrictive Covenant Addendum #1

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**The following is an added addendum to the original Restrictive Covenant for Heartland Estates**

1. Homes on all the lots with the exception of the lots 11 and 12 must have a minimum set back from the front property line of 100 ft.
2. The home must be constructed in the approximate center of the lot.
3. The front of the home must face the main road of the subdivision.
4. Any additional fencing on lot must be constructed from black chain link and cannot exceed 4 feet in height.