

IN THE MATTER OF THE *LAND TITLES ACT*
REVISED STATUTES OF ALBERTA, 200
CHAPTER L-4 AND AMENDMENTS THERETO

AND IN THE MATTER OF RESTRICTIVE COVENANT
MADE PURSUANT TO SECTION 48 THEREOF

RESTRICTIVE COVENANT

WHEREAS ALLIED INTERNATIONAL IMPORTS LTD. (hereinafter referred to as "ALLIED") being the registered owner of that land legally described as shown in **Schedule "A"** hereto which lands are hereinafter jointly and severally referred to as the "lands" which have been or which will be subdivided into an acreage development and then individually referred to in as a "Lot" (hereinafter referred to as the "TWIN CREEK ACRES Subdivision")

AND WHEREAS for the benefit of the Lands and owners of the Lands individually and as a whole and to establish and maintain the general character of the TWIN CREEK ACRES, ALLIED hereby declares, establishes, imposes and annexes the following restrictions and provisions to be enforced and to run with the Lands and to be binding to the owners of the Lands and all persons claiming under them:

A. USE OF LANDS

1. No Mobile Home shall be placed or maintained on any Lot. No other dwelling building may be moved onto the Lot, such as a Modular Home or otherwise pre-built home, shall be placed or maintained on any Lot unless it is not more than 10 years old at the time of application for the development permit under which it is placed, or at the discretion of ALLIED.
2. All dwellings are to be set on permanent foundation, with exterior to be finished within 12 months of starting construction.
3. No part of any Lot shall be used for intensive agricultural, commercial or other purpose which would:
 - a. cause visual nuisance including without limitation, storage of garbage, debris, scrap metal, old vehicles, equipment or parts or other material of any type or description for periods in excess of 30 days unless tidily shielded from view from passers-by and neighbouring Lot owners;
 - b. cause garbage or refuse to be burned in barrels or through other means; or
 - c. be in contravention of Ponoka County Land Use Bylaw.
4. Up to three (3) RV's, or travel trailers, or motor homes, or park models, and two (2) storage sheds are permitted on any Lot.
5. More than three (3) units will be permitted for not longer than 2 weeks.

B. ENFORCEMENT OF RESTRICTIVE COVENANT

6. Any owner of the Lands shall have the right to enforce any of the covenants and agreement contained herein as against any other owner of the Lands.
7. ALLIED is not responsible or obligated to take any action or steps to enforce compliance with the restrictive covenants contained herein and the failure of ALLIED to take any action with respect to the non-compliance or breach of the restrictive covenants by any owner shall not render ALLIED liable or responsible in any manner or means whatsoever to any other owner or third party and nothing contained in this document shall be or be deemed to be construed as an admission of responsibility or liability on the part of ALLIED to or for the benefit of any owner or any third party whether an owner of Lands, lands contiguous to the Lands or in the area of the Lands or otherwise to enforce, oversee, peruse, maintain or otherwise control the activities of an owner for any of the subject parcels of the Lands with respect to use of the Lands.

C. TECHNICAL TERMS

8. This Restrictive Covenant shall be governed in accordance with the laws of Alberta. In the event that any part hereof is found to be invalid or unenforceable, to any extent, the remainder of this Agreement shall continue in full force and effect.
9. The benefits and restrictions contained herein shall be deemed to run with the Lands, with each parcel of the Lands to be considered both a servient and dominant tenement and enure to the benefit and obligation of ALLIED, as well as their successors, and assigns.
10. The provisions contained herein shall be in addition to the zoning and building or any other by-laws of the governing municipality.

IN WITNESS WHEREOF the Grantor and Grantee have executed this Agreement.

SIGNED, SEALED AND DELIVERED
In the Presence of:

ALLIED INTERNATIONAL IMPORTS LTD.

Seal

Grantor

ALLIED INTERNATIONAL IMPORTS LTD.

Seal

Grantee