

RESTRICTIVE COVENANT

WHEREAS The Rice Cattle Company Ltd. (hereinafter referred to as “the Company”) is the registered owner, or entitled to become registered owner, of lands all as more particularly described in Schedule “A” attached hereto (hereinafter referred to as ‘Schedule “A” Lands’);

AND WHEREAS the Company is developing the Schedule “A” Lands as residential development complete with related amenities;

AND WHEREAS the Company is desirous of ensuring that future development of the lots and future use, on or in conjunction with the lots, shall not adversely affect the residential development or the use and enjoyment thereof by the Company and their respective successors or assigns;

AND WHEREAS the Company intends that the development of the lots and any future use, on or in connection with the lots, shall be subject to the restrictions set out herein;

NOW, THEREFORE, the Company, as owner of the lots for themselves and for every subsequent transferee of a lot or lots and each and every other person or party deriving title to any of the Lots through any other means whatsoever hereby covenant and agree to observe and be bound by the following provisions, namely:

1. Preamble

The preamble shall form part of this Agreement.

2. Covenants Running with the Land

The various land use and building restrictions hereinafter described as being applicable to the lots shall be covenants running with the title to the lots, and shall enure to the benefit of the Schedule “A” Lands and each of the lots, and shall be binding on each of the lots and may be enforced by the Company or the owner or owners from time to time of any of the lots but by no other party whatsoever.

3. Binding on the Parties Hereto

The land use and building restrictions hereinafter described as being applicable to the lots, shall be binding on the Company, each and every transferee of a lot or lots and every other person or party deriving title to the lots by any other means whatsoever, but only so long as that party is an owner of a lot but shall no longer bind the Company or their successors in title to a lot, as the case may be, after it or they are no longer the registered owner of a lot. The provisions of this paragraph shall constitute an absolute defence and may be pleaded as such.

4. Compliance With Architectural Guidelines

- a. These Architectural Guidelines will apply to all house builders and will form part of the land Purchase Agreement. Purchase of any lot in the housing subdivision will presume acceptance of all Architectural Guidelines pertaining to that lot;
- b. The terms “house builders” and “builders” used throughout these Architectural Guidelines shall include the lot owner or owners during the period in which the house on the lot is being constructed up to the completion of the house;
- c. The term “Developer” and “Vendor” used throughout this document refers to the Company or their successors or assigns;
- d. The term “Purchaser” when used in this document refers to the Purchaser from the Company pursuant to the Sale and Purchase Agreement entered into for a lot in the subdivision, their heirs, administrators, successors and assigns.

5. Approval of Building Plans

- a. The Purchaser shall not construct an attached or semi-detached house, duplex, apartment or any house designed for more than one family on any lot;
- b. The Purchaser shall not place a mobile home or used house on the said lots.

6. Architectural Guidelines

a. Cardston County

Reference must be made to the Cardston County land use and other bylaws. Conformity with the guidelines in this document does not supersede the requirements of the Cardston County and its approval process.

b. House Sizes

House sizes must be in the range of the following areas:

- i. 1200 square feet minimum;
as measured from the foundation and not including an attached garage, carport, deck or patio.

c. **Accessory Buildings**

All accessory buildings must conform to and reflect the standards of the Principal Structures.

d. **Chimney**

All chimneys shall be constructed to meet Alberta code requirements and have approved spark arrestors installed.

e. **Fire related items**

No burning barrels are allowed. All fire pits must be approved by the County of Cardston.

f. **Cistern**

Each house shall have a minimum 3,000 gal cistern.

g. **Water Conservation**

The Parties shall, on the construction and use of a residence, use all water conservation practices.

7. **Home Occupations**

Use of the residence and lands as a home occupation is at the discretion of Cardston County.

8. **Fire Smart Program**

The Owners of the lots shall comply with the Provisions of The Homeowners Fire Smart Manual – Third Edition prepared by Alberta Sustainable Resource Development and in particular:

1. There shall be no flammable trees and shrubs, such as pine, spruce and juniper within 10 metres of the house.
2. In the area 10 metres to 30 metres from the house, all trees and debris that support the rapid spread of wild fire should be removed and all tree branches up to 2 metres should be removed.

9. Interpretation of Architectural Controls

The Developer and its Consultant shall be responsible for the interpretation of the Architectural Guidelines and may modify any of the provisions stated therein at their sole discretion. Any dispute which may arise in connection with the Architectural Guidelines shall be determined by the Developer whose decision shall be final and binding.

10. Enforcement of Architectural Guidelines

The Developer is under no legal obligation to enforce the provisions of this restrictive covenant. Failure on the part of the Developer to enforce promptly and fully the conditions, covenants and restrictions of the Architectural Guidelines shall not be deemed to be a waiver of the right of the Developer to enforce the conditions, covenants and restrictions of the Architectural Guidelines. Any lot owner shall have the right to enforce the covenants, conditions and restrictions of the Architectural Guidelines.

11. Expiry of Architectural Guidelines

The land use and building restrictions and conditions contained in the Architectural guidelines shall be deemed to be covenants attached to each lot in the housing subdivision.

12. Restriction of Liability

The Company and its consultants, agents and employees accept no responsibility for any defects or failures in design or construction of any building in the subdivision and their involvement is strictly limited to the preparation and administration of the Architectural Guidelines.

13. Severability

If any provision hereof is made void or rendered invalid or unenforceable by any law from time to time in force in the Province of Alberta, and if any provision hereof is determined by any court of competent jurisdiction to not be a covenant running with the land, the same shall not invalidate or render in any way unenforceable any of the remaining provisions of this Agreement.

14. No Waiver

Failure by the Company or any owner of a lot to enforce or require compliance with any provision hereof shall not render any such provision in any way unenforceable or invalid. No provision hereof shall be waived except in writing duly signed and delivered by the appropriate signing officers of the Company.

15. Singular and Plural

Reference herein to the singular shall include the plural and vice versa, and reference herein to the masculine shall include the feminine and neuter and vice versa.

IN WITNESS WHEREOF these presents have been executed on the ____ day of _____, 2011.

THE RICE CATTLE COMPANY LTD.

Witness

ROBERT W. RICE

THE RICE CATTLE COMPANY LTD.

Witness

ROBERT W. RICE

SCHEDULE "A"

Plan 0112078

Block 1

Lot 1

Excepting thereout all Mines and Minerals

Area: 16.07 Hectares (39.71 Acres) More or Less