

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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RESTRICTIVE COVENANT AS TO USE OF LAND

MEMORANDUM OF AGREEMENT made this 15th day of April, 2008.

BETWEEN:

**PETER GRANT KEITH and RANDI JOHANNE HAUGLID
KEITH** (hereinafter, individually or collectively called the "**Grantor**")

OF THE FIRST PART

- and -

**PETER GRANT KEITH and RANDI JOHANNE HAUGLID
KEITH** (hereinafter, individually or collectively called the "**Grantee**")

OF THE SECOND PART

WHEREAS the Grantor is the registered owner of those certain lands (the "**Servient Lands**") in the Province of Alberta described in Schedule "A" attached hereto and forming an integral part hereof;

AND WHEREAS the Grantee is the registered owner of those certain lands (the "**Dominant Lands**") in the Province of Alberta described in Schedule "B" attached hereto and forming an integral part hereof;

AND WHEREAS the Grantor does agree to restrict the right of use and development of the Servient Lands by prohibiting the construction of certain improvements upon and certain uses of the Servient Lands.

NOW THEREFORE this Agreement witnesseth that in consideration of the premises and other good and valuable consideration and as authorized by the *Land Titles Act* of the Province of Alberta, the Grantor being the registered owner of the Servient Lands does, for itself, its successors in title and assigns of the Servient Lands, covenant and agree with the Grantee and its successors in title and assigns to observe and be bound by the following covenants:

ARTICLE 1 SUBDIVISION OF SERVIENT LANDS

1.1 Subject to the terms and conditions of this Restrictive Covenant, the Servient Lands may be further subdivided into no more than a total of two (2) lots, in accordance with the *Municipal Government Act* of the Province of Alberta. Notwithstanding any such further subdivision, all other provisions of this Restrictive Covenant shall apply to both lots so created by this further subdivision.

**ARTICLE 2
HOUSE SIZE AND DESIGN**

2.1 Notwithstanding any land use or development by-law or regulation of the Municipality of Crowsnest Pass or other competent authority, no single-family dwelling unit may be constructed or placed upon the Servient Lands unless in compliance with the following minimum square footage requirements for the following types of houses:

- (a) Bungalow & Bi-level: 1500 sq. ft.;
- (b) Two Storey & Split level: 2000 sq. ft. total area; 1100 sq. ft. main floor.

For the purposes of this Section 2.1 only, the measurements of a single-family dwelling unit shall not include any garage, porches, verandas or unheated sunrooms.

2.2 No more than one single-family dwelling unit may be constructed or placed upon each of the maximum of two (2) lots comprising the Servient Lands.

2.3 No more than two structures ("additional structure") other than a single-family dwelling unit may be constructed upon each of the maximum of two (2) lots comprising the Servient Lands. The total square footage of any single-family dwelling unit and any additional structure(s) upon each of the maximum of two (2) lots comprising the Servient Lands shall not exceed 8,000 square feet. All structures upon the Servient Lands, including a single-family dwelling unit, shall be built with first class materials and maintained, at all times, in a first class manner consistent with other well-maintained residential properties in the Municipality of Crowsnest Pass.

2.4 In calculating the square footage of a single-family dwelling unit or additional structure, the measurements for the calculation shall be taken as the outside measurements of the main walls or outer support structures, as the case may be, of the building at ground level.

2.5 No structures shall be erected on the Servient Lands in excess of 10 metres in height from ground level.

**ARTICLE 3
PERMITTED USES**

3.1 No portion of the Servient Lands shall be used for any trade or business or otherwise than for residential purposes.

3.2 No portion of the Servient Lands shall be used for a bed and breakfast operation or other form of lodging facility.

3.3 The use of firearms on the Servient Lands is prohibited.

3.4 No Mobile Home or prefabricated home will be moved onto or permitted upon any portion of the Servient Lands. For the purposes of this Agreement, Mobile Home shall mean a single-family detached dwelling unit, which is designed to be transported on its own chassis and wheels system to a residential lot for year round habitation and includes, without limitation, the following:

- (a) a single-wide mobile home that is towed in a single load;

