



RESTRICTIVE COVENANT
Bonnie Lake Resorts Stage 3

THIS RESTRICTIVE COVENANT dated this ____ day of _____ 2021.

BETWEEN:

BASCOR DEVELOPMENTS LTD
(the "Grantor")
- and -
BASCOR DEVELOPMENTS LTD
(the "Grantee")

WHEREAS:

- A. The Grantee is the legal and beneficial owner of the Dominant Lands;
- B. The Grantor is the legal and beneficial owners of the Servient Lands;
- C. The Grantor has agreed to grant the RESTRICTIVE COVENANT as set forth herein for the benefit of the Dominant Lands.
- D. It is the mutual intention of the Vendors and the Purchaser that the Resort development of the said parcel or any portion thereof be done to a definite development standard and it is mutually acknowledge by the Vendor and the Purchaser that it is vital to such development that, if the value of the parcel and each of every part thereof is not to be depreciated, the Purchaser and its successor entitled to the parcel and each and every part thereof should be prevented from dealing with the parcel and each and every part thereof so as to lower the standard of developments.
- E. 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:

ARTICLE 1 - DEFINITIONS

- 1.1 "**Building Lot**" means any lot except for utility lots and municipal reserves within the Plan of Subdivision.
- 1.2 "**Developer**" means BASCOR DEVELOPMENTS LTD.
- 1.3 "**Development**" means the carrying out of any construction, or excavation, on the Lands, or any changes or alterations to any improvements constructed on or in the Lands.
- 1.4 "**Development Guidelines and Restrictions**" means those guidelines, requirements and restrictions established from time to time by the Developer, including without restriction, the guidelines,
- 1.5 "**The Lands**" refers to the Dominant Lands and the Servient Lands as set forth in Schedule "A" attached hereto and known as "**Bonnie Lake Resorts**".
- 1.6 "**Plan of Subdivision**" means any plan of subdivision registered pertaining to the Lands or any part thereof.
- 1.7 "**Purchaser**" means any person or body corporate holding a legal or beneficial interest in the Lands.
- 1.8 "**Dwelling, Tiny**" means a permanent residential building containing one (1) dwelling unit, less than 600.0 square feet in ground floor area, which can be constructed either on site or be pre-built and assembled at the residential site. The dwelling shall be supported on a permanent foundation or piling system and physically separated from any other dwelling units. The dwelling shall include cooking, eating, living, sleeping and sanitary facilities, but does not include Manufactured Homes, Recreational Vehicles, Cabins, park-model trailers, or construction site trailers.
- 1.9 "**Guest house**" means a building in which persons are accommodated on a temporary basis as guests of the residents of the main building located on the property without compensation.

- 1.10 **“Garage suite”** means a self-contained dwelling located above a rear detached garage which is accessory to a single detached house. Garage suites have a separate entrance from the vehicle entrance to the rear detached garage, either from a common indoor landing or directly from the exterior of the structure. Garage suites do not include secondary suites or garden suites.
- 1.11 **“In-law suite”** means an additional dwelling unit intended for the sole occupancy of one (1) or two (2) adult persons, which has access to the adjoining dwelling unit. The floor area of the in-law suite shall not exceed 30 percent of the existing living area of the primary dwelling unit or 80.0 sq. m (861.1 sq. ft.) in floor area on a residential lot, whichever is the lesser.
- 1.12 **“Accessory Buildings”** means a building, separate from the main building on the same parcel, the use of which, the Development Authority decides, is subordinate or incidental to that of the main building.

ARTICLE 2 - PERMITTED USES / RESTRICTIVE COVENANT

- 2.1 The Grantor, and any Purchaser, hereby covenants and agrees:
- (a) That the Lands shall not be developed for any purpose other than construction of a private single-family dwelling, together with the standard type of out buildings used in connection therewith.
 - (b) That no more than one (1) single family dwelling shall be erected on any Building Lot; and
 - (c) Not to permit the use of the Lands, or any portion thereof, in any manner whatsoever which is contrary to the Development Guidelines and Restrictions.

Bonnie Lake Resorts

STAGE 3 - DEVELOPMENT GUIDELINES AND RESTRICTIONS

INTRODUCTION

The objective of the following guidelines and restrictions is to ensure that the quality and integrity of the community is maintained, to the extent of creating a high level of visual appearance and thereby protecting future property values.

The Development Guidelines and Restrictions will bind all Purchasers and will be registered against the title to all lands.

ARTICLE 3 - MINIMUM HOUSING STANDARDS

3.1 No building or improvement shall be constructed or placed on a Lot except in compliance with The Land Use Bylaw of the County of Smoky Lake Land Use Bylaw No. 1272-14 from time to time in force and effect;

- (a) The provisions of any Easement or Utility Right of Way respecting the Lots;
- (b) The provisions of these Restrictive Covenants; and
- (c) The provisions of a Development Permit issued for the specific building or improvement issued by the County of Smoky Lake and
- (d) that no house or buildings may be moved on the lots except for new prefabricated homes which are placed on footings or foundations approved by Smoky Lake County. Modular or Manufactured homes are a Discretionary use and shall be permitted on any lots if approved by Smoky Lake County.
- (e) Before a development permit is issued for a manufactured home, the development authority shall receive verification that the home fully complies with both the CSA Z240 MH National Manufactured Home Standard and the Alberta Building Code (ABC). If the CSA Z240 sticker or the Alberta Municipal Affairs sticker verifying compliance to the ABC is missing, the Development Authority may require an inspection by an Alberta Safety Codes Officer.
 - (i) 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 the following requirements:
 - (ii) The modular home shall be placed upon pilings made of steel, concrete, or preserved wood, or on a permanent foundation.
 - (iii) The modular home shall be skirted within 3 months of home placement with a material compatible with the exterior siding.
 - (iv) Any addition or attached garage shall be finished with the same exterior as the modular home.

Square footage is calculated by measuring the floor area of the home completely above grade.

For the purposes of this Article 3.1 of this Restrictive Covenant, "living area" shall mean square footage of the residence or dwelling, including outside wall measurements but exclusive of any garage, basement, patio, porch, veranda, balcony, carport, bonus room or similar exterior attachment.

ARTICLE 4 – EXTERIOR FINISHING

4.1 **EXTERIOR MATERIALS** - acceptable finishes include brick, natural stone, cultured stone, stone tile, acrylic stucco, cement stucco, aluminum, Vinyl siding, Hardie Board, longboard, or comparable product will be considered or a combination thereof.

4.2 that all exterior finish which are usually oiled, stained or painted, shall be oiled, stained, or painted and maintained in good repair at all time.

4.3 that all construction shall be completed on the outside within twelve (12) months from the date that the building permit is dated.

ARTICLE 5 - OUT BUILDINGS

5.1 All out buildings must be constructed in accordance with the County of Smoky Lake By-Laws and shall not be used as a living area.

ARTICLE 6 - MISCELLANEOUS PROHIBITIONS

6.1 In the course of developing any of the Building Lots, all construction materials, excavation materials, and machinery shall be confined within the perimeter of that Building Lot.

6.2 No building materials, waste, garbage, collection of junk, used items, automobiles or automobile parts, or any other materials of any kind whether similar or dissimilar to those herein enumerated, shall be dumped or stored or accumulated or collected or permitted by any owner to remain on any Building Lot, except building materials for the purposes of erecting a dwelling, nor shall anything be done which shall be or become an annoyance or nuisance to Purchasers of other Building Lots, nor shall the Purchaser or the Building Lots permit any structure thereon to come in to or exist in a state of disrepair.

6.3 No sign or advertising matter of any kind shall be placed on any Building Lot, except for:

- (a) the ordinary signs offering a Building Lot or dwelling thereon for sale or rent;
- (b) an ordinary sign, identifying the owner-occupant or the address of the Building Lot on an entrance sign to the Building Lot; or
- (d) a sign erected by a builder during construction of a building on a Building Lot, shall be placed on any Building Lot.

6.4 Private sewage disposal system undertakings (such as soil-based treatment systems, sewage treatment plants, or holding tanks) shall meet the requirements prescribed in the Alberta Private Sewage Disposal Systems Standard of Practice as per the rules set out in the Private Sewage

Disposal Systems Regulation under the Safety Codes Act. A private sewage permit for a system undertaking as per the Permit Regulation shall be obtained from the Authority Having Jurisdiction.

ARTICLE 7 - COMPLIANCE

7.1 No Development shall be commenced, or carried out, on the Lands, or any Building Lot, except in full compliance with:

- (a) all provisions of any federal, provincial, or municipal statute, regulation, by-law, resolution, valid Building Permit has been acquired from the relevant municipal or local authority. or other legislation;
- (b) the conditions of any easement, right-of-way, or development agreement, or other development restriction, including any restrictions pertaining to the Development Agreement between Smoky Lake County and the Developer and Smoky Lake County Land Use by-law or other development restrictions imposed by Smoky Lake County;
- (c) the Development Guidelines and Restrictions
- (d) The Land Use Bylaw No. 1272-14 of the County of Smoky Lake from time to time in force and effect;
- (e) The provisions of a Development Permit issued for the specific building or improvement issued by the County of Smoky Lake.
- (f) 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.

ARTICLE 8 - ENFORCEMENT

8.1 In the event that any Purchaser of the Servient Lands is determined to be in default of the terms of this Agreement, this Agreement may be enforced by the Grantee or any subsequent Purchaser of the Dominant Lands or any portion thereof. Furthermore, the relief available in any such action to enforce this Agreement shall include, without restriction: 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.

- (a) damages against the defaulting Purchaser of the Servient Lands, or any portion thereof; and

- (b) injunctive relief.

ARTICLE 9 - COSTS

9.1 In addition to the relief set forth in Article 6.1 above, any party which successfully enforces this Agreement shall be entitled to its legal costs as between a solicitor and his own client on a full indemnity basis and such costs, if not paid, shall constitute a charge against the interest held by the defaulting Purchaser in Servient Lands, or any portion thereof, until fully paid and satisfied. For the purposes of creating and enforcing such charge, and as security for the payment of such costs, the Grantor hereby mortgages and charges all its right, title, estate, and interest in each of the parcels or lots comprising the Servient Lands in favor of the Grantor and each successor Purchaser of the parcels or lots comprising the Dominant Lands.

9.2 Notwithstanding anything to the contrary herein contained, the Developer shall not be liable to the Purchaser of any Building Lots or to their successors in title or interest for the enforcement of any of the covenants contained herein.

ARTICLE 10 - GENERAL PROVISIONS

10.1 The burden of these covenants shall pass with, and extend to, and run with and bind the lands so as to bind the Purchaser and all successors and assigns, deriving title from the Purchaser to the Lands, or any part thereof, or any interest therein, for a term of twenty-Five (25) years from the date hereof, and the Purchaser shall not sell or transfer same unless its successors or assigns shall agree to assume these covenants and restrictions and to be bound by same, and, if required by the Developer, to enter into an agreement directly with the Developer with respect thereto.

10.2 The Purchaser agrees to grant such easements and right-of-way on the Lands as may from time to time be required for the purpose of providing local improvements and utilities to the Lands.

10.3 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of any such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of this Agreement shall be enforced to the fullest extent permitted by law.

10.4 Any dispute arising here from shall be governed by and construed in accordance with the laws of the Province of Alberta and the Courts of the Province of Alberta shall have exclusive jurisdiction.

10.5 Any word importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine or neuter gender, and any word importing a person shall include a corporation, individual, partnership and any other entity, all as the context requires.

10.6 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 if any or all the foregoing Restrictive Covenants are judged to be unenforceable by a court of competent jurisdiction.

10.7 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.

IN WITNESS WHEREOF this Agreement is executed this ____ day of _____ A.D.
2021.

BASCOR DEVELOPMENTS LTD.

Per: _____

DRAFT

SCHEDULE "A"
THE LANDS

LEGAL DESCRIPTIONS OF THE DOMINANT LANDS

PLAN 212 _____
BLOCK 6
LOTS 2-4 INCLUSIVE & LOTS 6-9 INCLUSIVE & LOT 11

EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME.

LEGAL DESCRIPTIONS OF THE SERVIENT LANDS

PLAN 212 _____
BLOCK 6
LOTS 2-4 INCLUSIVE & LOTS 6-9 INCLUSIVE & LOT 11

EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME.

DRAFT