

RESTRICTIVE COVENANT AGREEMENT

THIS RESTRICTIVE COVENANT AGREEMENT is dated the 19 day of Nov, 2018

BETWEEN:

GREAT PLAINS LEASEHOLDS LTD.
A body corporate, Incorporated under
The laws of the Province of Saskatchewan
(hereinafter called "the Grantor")

OF THE FIRST PART

-and-

R.M. of Edenwold No. 158
A municipality pursuant to
The laws of the Province of Saskatchewan
(hereinafter called "the Grantee")

OF THE SECOND PART

WHEREAS:

A. The Grantor is the registered owner of the lands as described as follows:

- Lots 8 – 19 inclusive, Block 17
- Lots 17 – 45 inclusive, Block 20
- Lots 27 – 50 inclusive, Block 21
- Lots 14 – 26 inclusive, Block 27
- Lot 68, Block 30
- All in Plan Number 102289585

(the said lands of the Grantor being hereinafter collectively called "*the servient lands*")

B. The Grantee is the owner of the lands as follows:

Title Number 128225910

Title Number 128225875

(which lands are hereinafter collectively called "*the dominant lands*")

Which dominant lands are located immediately to the West and North East of the servient lands and are adjacent thereto and are capable of being benefited by the restrictive covenant hereinafter set out under the circumstances hereinafter described.

C. The dominant lands are used as a municipal reserve for the benefit of the residents of the R.M. of Edenwold No. 158

D. The servient lands are located within the boundaries of the Grantee, R.M. of Edenwold No. 158 and the R.M. of Edenwold No. 158 is also therefor interested in the development of the servient lands and circumstances hereinafter described.

E. The Grantor proposes to develop residential housing lots on a portion of the servient lands (hereinafter referred to as "*the residential project*") and has agreed for the benefit of the dominant lands and for the R.M. of Edenwold No. 158 to encumber the use of the servient lands for so long as the servient lands or any part of them are used for the residential project.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. For the benefit and protection of the dominant lands or any part or parts thereof and so as to bind the servient lands, the Grantor covenants and agrees that the Grantor, and each of its successors in the title from time to time, will not use or possess any part of the servient lands, including the residential project and each lot of the residential project, except on the following conditions
 - (a) The Grantor and each of its successors in the title from time to time shall indemnify and hold harmless the Grantee, its employees, servants, contractors, agents, lessees, and sub-lessees, successors and assigns ("the indemnitees) from and against all claims, demands, damages, losses, expenses, costs (including legal fees) actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner against the indemnitees based upon, related to, occasioned by, arising out of or attributed to acts or omissions (including those that may give rise to a nuisance) of the Grantee, and each of its successors in the title from time to time, as well as their lessees, sub-lessees, licensees, invitees, guests, contractors, and agents in breaching the covenants, agreements, undertakings, and obligations of the Grantee hereunder;
 - (b) The Grantor and each of its successors in title from time to time acknowledges that the presence of the dominant lands immediately adjacent to the servient lands enhances the value of the servient lands as residential building lots and will facilitate and aid the Grantor in the marketing of individual lots in the residential project.
 - (c) The Grantor and each of its successors in title from time to time shall be restricted to using a salt-free method of water softening in any residence or building built on the servient lands in order to allow the Grantee to use reclaimed water successfully for irrigation. The Grantor and its successors in title may use a water softening system that uses potassium chloride;
 - (d) The Grantor and each of its successors in title from time to time shall, for the benefit of all owners of residential units on the servient lands, comply with the standards enacted by the R.M.

of Edenwold No. 158 with respect to landscaping and appearance of the servient lands and the residential unit thereon.

2. For the benefit and protection of the dominant lands or any part or parts thereof and so to bind the servient lands, the Grantor covenants and agrees that the Grantor, and each of its successors in title from time to time, will not use or possess any part of the servient lands, including the residential project, except on the condition that any and all buildings and structures constructed on the servient lands shall comply with the following architectural and design conditions and processes:

- (a) Grantor shall obtain approval of the developer, Great Plains Leaseholds Ltd. and the R.M. of Edenwold No. 158 of its proposed structure and colours thereof. A permit for construction of the same must be obtained from the R.M. of Edenwold No. 158.
- (b) Construction shall be commenced within one (1) year after purchase of the lot from the developer, Great Plains Leaseholds Ltd. and, further, within one (1) year of its commencement of construction the Grantor shall have the residential building on its lot one ninety five (95%) percent complete, with exterior work being totally complete (including utility hook-up, back fill and clearing the construction site of building refuse, debris, and unused construction material) so that the residential building is capable of passing its final inspections by all relevant municipal and provincial authorities and is otherwise ready for occupancy.
- (c) The residential building and lot shall be constructed and landscaped to a grade level determined by the R.M. of Edenwold No. 158 and the developer, Great Plains Leaseholds Ltd.
- (d) There shall be no occupancy until the municipal Building Official has declared the residence adequate for occupancy.

(e) The Grantor shall plant a minimum of thirty (30) trees on its residential lot within two (2) years after completion of the residential building (cottonwood poplars are not permitted). Grantor must seed grass or plant sod for its lawn (in accordance with this agreement) within two (2) years after completion of the residential building. ABSOLUTLY NO XERISCAPING OR XEROGARDENING IS PERMITTED IN THE FRONT YARD, SIDE YARDS, OR DITCH AREAS. All side yards and rear yards of the lot must have a minimum of one meter of grass around the perimeter of the lot except where approved by the developer, Great Plains Leaseholds Ltd. In the event the construction of the residential building is not completed within one (1) year, the trees and grass must be completed within two (2) years and three (3) years respectively, of commencing construction. A permit for landscaping must be obtained from the R.M. of Edenwold No. 158, which will only be granted upon submission of a comprehensive landscaping plan approved by Great Plains Leaseholds Ltd.

(f) The Grantor must, within two (2) years after completion of construction, finish the driveway with an appropriate hard surface of concrete or paving stone (no asphalt driveways are

permitted). A permit for the driveway must be obtained from the R.M. of Edenwold No. 158 after approval from the developer, Great Plains Leaseholds Ltd.

(g) The Grantor shall be responsible for the construction of a driveway entrance not to exceed 24 feet with an allowable 4 foot flare on each side at a maximum 45 degree angle and an approach from the travelled surface of the common roadway in the development to the levelled surface of the Grantors lot.

(h) All fences must be approved by the developer, Great Plains Leaseholds Ltd. and the R.M. of Edenwold No. 158. A permit for the same must be obtained from the R.M. of Edenwold No. 158. All fence posts must be metal and cemented into the ground. No wooden fences are permitted.

(i) In the event of non-compliance with any of the provisions of any paragraphs 2(b) through 2(h) above, the Grantor covenants and agrees as follows:

(i) To pay the developer, Great Plains Leaseholds Ltd. the sum of ten thousand (\$10,000.00) Dollars annually; and said sum being payable as liquidated damages, without proof of actual damages, and not as a penalty; said sum due and owing as at the date of default, and every year thereafter until there is compliance; and

(j) During the period of construction of the lot, the Grantor shall make an arrangement satisfactory to the developer, Great Plains Leaseholds Ltd. and the R.M. of Edenwold No 158 for the provision of construction debris pick-up and disposal from the lot, including payment of all charges and levies associated therewith, and including the placing on the lot of a construction debris container.

(k) The Grantor agrees to install a water curb box at the property line.

(l) The Grantor agrees that all services which are the responsibility of the Grantor shall meet all standards and other requirements of the R.M. of Edenwold No. 158.

(m) The Grantor agrees to maintain the ditch in front of and/or side of the lot by placing and planting sod grass in the season following the year the house construction begins and agrees to maintain the buffer strips, keeping the same free from weeds and debris. Absolutely no xeriscaping or xerogardening is permitted in the front yard, side yards or ditch areas. On lots where culverts are required, a minimum 18inch depression at the edge of the pavement must be maintained by the Grantor as a minimum standard; all other lots have a u-channel with a steel covering grate and cemented in bottom installed in the driveway with a minimum width of 12 inches throughout. The Grantor will use elevations of the u-channel set by the engineer for the developer, Great Plains Leaseholds Ltd.

(n) During the time period of construction on the lot, the Grantor grants to the developer, Great Plains Leaseholds Ltd. the first right of refusal to acquire any excess dirt located on the property subsequent to the completion of landscaping grade for the sum of One (\$1.00) Dollar. The Grantor will deliver such excess dirt to the fill site of the developer, Great Plains Leaseholds Ltd. at its request.

(o) The Grantor agrees to pay for a fence to be constructed by the developer, Great Plains Leaseholds Ltd. on rear yards of Lots 8 – 19 inclusive of Block 17, the South side yard of Lot 19 Block 17, the rear of Lots 27 - 35 inclusive of Block 21, the rear of Lots 40 - 50 inclusive, Block 21, and the rear yard of Lot 68, Block 30, at a price of \$30.00 dollars per linear foot. The fence will be a minimum of five (5) feet high and will be a black frost link fence.

(p) The Grantor agrees to provide the R.M. of Edenwold No. 158 and the Developer, Great Plains Leaseholds Ltd., prior to occupancy, with an initial Real Property Report as to the proper location of structures and elevations on the lot and a final grade certificate after the landscaping and driveway are complete.

(q) The Grantor agrees that any and all buildings and other structures constructed on the lot shall comply with the standards respecting exterior design variation, architecture, building materials, and colours set forth in the Schedule attached hereto and forming part hereof and must be specifically approved by Great Plains Leaseholds Ltd. as developer and the R.M. of Edenwold No. 158 in their absolute discretion.

(r) The Grantor will comply with the provisions respecting the use of large vehicles in the attached schedule.

3. The covenants herein contained shall enure to the benefit of and be binding upon the Grantee and the Grantor and their respective successors and assigns, and shall be binding on all future owners of the servient lands or any part thereof, or any interest, and these covenants may be registered as annexed to and running with the servient lands and any lands that may hereafter be consolidated with the servient lands so that said covenants will be a burden thereon.

4. The covenants herein contained shall be enjoyed, enforced or remedied by appropriate proceedings of the Grantee (or by the developer, Great Plains Leaseholds Ltd., at the request of the Grantee) or any successors in title to the dominant lands from time to time, and the Grantor and its successors in title will pay all costs and expenses of the Grantee in any proceedings, including legal costs on a solicitor and client basis.

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review

5. The Grantor has the right to register an Interest based on this Restrictive Covenant Agreement against the servient lands to protect its interests thereunder and to ensure compliance with all terms, conditions, provisions and covenants herein contained by the Grantor and any and all successors in title from time to time.
6. All covenants of the Grantor and its successors in title herein contained shall be joint and several where there is more than one successor in title to the lands comprising the servient lands.
7. The Grantor and the Grantee covenant and agree that they will execute all further deeds, documents and assurances in such form as counsel for the Grantee or counsel for the developer, Great Plains Leaseholds Ltd. may advise, including, but not limited to, any deeds, documents, or other writings that may be necessary to give effect to be planned subdivision, and will do all acts and things which the parties may reasonably require, for the purpose of carrying out this agreement according to its true intent and meaning.
8. Golf Course

The Grantor and each of its successors in title acknowledge that the servient lands are in the vicinity of a golf course.

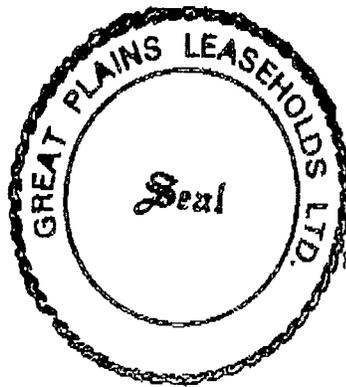
For the benefit and protection of the dominant lands or any part or parts thereof and so as to bind the servient lands, the Grantor covenants and agrees that the Grantor, and each of its successors in title from time to time, will not use or possess any part of the servient lands, including the residential project and each lot of the residential project, except on the following conditions:

- (a) The Grantor and each of its successors in title from time to time shall not make any claim against the Grantee or the Grantor, their employees, servants, contractors, agents, lessees and assigns with respect to injuries, damages, losses, expenses, costs, including legal costs, claims, demands, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner, based upon, related to, occasioned by, arising out of, resulting from or attributable to the usual and ordinary operation and use of the golf course facilities, including the construction, maintenance, operation, and specifically including, but not limited to any injuries, damages or losses caused or occasioned by golf balls, golf carts or other equipment used by or in connection with the golf course facilities, whether such injuries, damages or losses arise as a result of nuisance or otherwise;
- (b) The Grantor and each of its successors in title from time to time shall indemnify and hold harmless the Grantee and the Grantor from any claims made by the occupants of the servient lands or their invitees against the Grantee or the Grantor, their employees, servants, contractors, agents, lessees and assigns arising from the usual and ordinary operation of the golf course facilities (whether for nuisance or damage to person or property), save and except for claims made by the Grantor and each of its successors in title and the occupants of the servient lands and their invitees

arising from their own use of the golf course facilities (such claims of the Grantor and its successors in title being subject at all times to the restrictions and provisions of paragraph 8(a) of this Agreement);

IN WITNESS WHEREOF the Grantor and the Grantee have hereunto affixed corporate seals duly authorized by the signatures of their respective proper officers in that behalf.

(c/s)

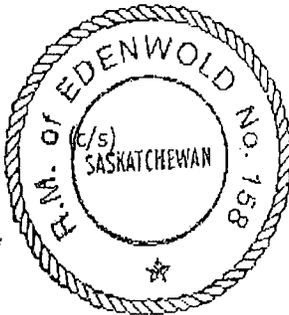


GREAT PLAINS LEASEHOLDS LTD.

PER

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R.M OF EDENWOLD NO. 158



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PER

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This is the Schedule to a Restrictive Covenant Agreement dated Nov 19, 2018 between Great Plains Leaseholds Ltd. as Grantor and the R.M. of Edenwold No. 158 as the Grantee.

A. Exterior Design Variation

- (i) No more than two (2) residential buildings of similar appearance may be in any row of six (6) houses;
- (ii) Two (2) residential buildings of similar appearance shall not appear side by side;
- (iii) Identical residential buildings shall not be placed opposite each other on a street of "kitty-corner" at intersections;
- (iv) Similar residential buildings in rows may be given special requirements for added three dimensions;
- (v) The placement of the residential building on the Lot shall be provided by the Optionor;
- (vi) The residential building shall be set back from the property line a minimum of ten (10) meters; with the exception of Lots 42 to 45 Inclusive on Block 20 which are twelve (12) meters.
- (vii) There must be a minimum of a two (2) meter side yard when not abutting a road; or of three (3) meters when abutting a road.
- (viii) There must be a minimum of five (5) meter rear yard.
- (ix) There must be a minimum of one point five (1.5) meters rear yard of any accessory building.
- (x) There must be a minimum of one (1) meter side yard for any accessory building.

ARCHITECTURE

- 1 No trailers are permitted. Only single-family dwellings are permitted.
- 2 If theme or classical styles are to be used, they are to be accurate representations, and they are not to be detrimental to the adjacent houses in the area
- 3 Residential buildings shall have dimensions of not less than the following:
 - Bungalows: Twelve Hundred (1,200) square feet, with double attached garage;
 - Two Stories and Split levels: Sixteen Hundred (1,600) square feet, with double attached garage
 - Bi-levels: Twelve Hundred (1,200) square feet on the main level, with double attached garage.

Accessory buildings shall have dimensions of not more than of the following.

- Detached Garage: Fifteen Hundred (1,500) square feet with a maximum height of Nineteen (19) Feet (6 meters)
- Other Accessory Buildings: Five Hundred (500) square feet with a maximum height of Nineteen (19) Feet (6 meters)

4 Windows, doors and feature panel sizes should reflect or complement the proportions of the wall and the overall façade in which they occur.

BUILDING MATERIALS

- 1 Wood siding. Vertical, diagonal or horizontal, V-groove drop, bevel. Any other siding must be approved in writing by the developer, Great Plains Leaseholds Ltd., prior to construction.
- 2 Stucco. Textured in variety of colours. Stone in a limited range of colours.
- 3 Brick. Wire cut or split faced.
- 4 Tyndall stone.
- 5 Ceramic tile
- 6 Shingles. Cedar shakes, asphalt shingles or clay tile or metal as approved.
- 7 Fascia. Deep stained lumber or pre-finished metal.
- 8 Aluminum or pre-finished steel siding, at the absolute discretion of the developer, Great Plains Leaseholds Ltd.
- 9 Field stone. Permitted upon written approval the developer, Great Plains Leaseholds Ltd.
- 10 All exposed foundation walls shall have a minimum finish of parging. Any exception must be approved in writing by the developer Great Plains Leaseholds Ltd.
- 11 No rock, bark chips or any material other than grass will be allowed in the ditch areas or front yard other than the hard surface material for the driveway. Some decorative landscaping may be permitted if prior written approval of the developer, Great Plains Leaseholds Ltd., in writing is obtained. **ABSOLUTELY NO XERISCAPING OR XEROGARDENING IS PERMITTED IN THE FRONT YARD, SIDE YARDS, OR DITCH AREAS.**
- 12 All auxiliary building on the lot must comply with the main building with regard to (a) style (b) color (c) roof pitch (d) shingles (e) doors & windows.

The following are not permitted:

- (a) Vinyl siding, unless approved in writing by the developer Great Plains Leaseholds Ltd.;
- (b) Pre-finished channel groove plywood or particle board siding;
- (c) Concrete block or concrete brick;

(d) Pre-finished Masonite siding unless approved in writing by the developer Great Plains Leaseholds Ltd.;

COLOURS

- 1 Paint. Paint and siding colour for large wall areas shall be warm, earthy hues of medium to dark intensity.

Pastel versions of primary and secondary colours are not permitted except with the written permission of the developer Great Plains Leaseholds Ltd.

Grays and whites may be acceptable.

- 2 Wood Siding. Stain colours shall be earthy hues; semitransparent.
- 3 Brick. Standard stock, as supplied by I-XL Brick Supplies Ltd. from its standard colour range.
- 4 Stucco
 - (a) White, Culon Sand, Tan, Grey, Belge
 - (b) textured finish
 - (c) Or as approved by the developer, Great Plains Leaseholds Ltd.
- 5 Shingles. Two tone brown, dual brown, cedar brown, burnt brown, olive, tan, cedar blend, dark brown.

No white or blue.

Any other colour or colours used must be approved in writing by the developer Great Plains Leaseholds Ltd. prior to use.



Use of Large Vehicles

Objects Prohibited or Restricted

No Person shall keep in any part of a lot:

- (1) (a) Any commercial vehicle, loaded or unloaded, having a maximum Gross Vehicle Weight (G.V.W.) exceeding 4,500 kg;
(b) More than one commercial vehicle having a maximum Gross Vehicle Weight (G.V.W.) of 4,500 kg or less for more than reasonably necessary while loading or unloading such vehicle.
- (2) For the purpose of Clause (1) above a commercial vehicle means a vehicle that:
 - (a) Is intended or designed for commercial purposes; or
 - (b) Is used for commercial purposes.

CSO → Secondary weight max.

(3) No person shall keep in the front yard of a lot, or in the case of a corner lot, in the front yard or the flanking side yard, any large recreational vehicle for longer than is reasonably necessary to load or unload such vehicle.

(4) Notwithstanding Clause (3) above, the owner of a lot may from April 1 through October 31 inclusive each year park one large recreational vehicle on the private driveway of a lot.

(5) For the purpose of Clause (3), a "large recreational vehicle" shall include any motor home, travel trailer, or fifth wheel trailer; any camper when it's not mounted on a truck but placed on the ground, on a stand or otherwise stored; or any similar vehicles.

(6) In the front yard of any lot, or in the case of a corner lot, in the front yard or the flanking side yard:

(a) Vehicles shall not be located in the landscaped portion of the yard; and

(b) Vehicles shall only be allowed on a driveway or within an attached or detached garage as approved by the developer, Great Plains Leaseholds Ltd. and permitted by the municipality.