

Province of Saskatchewan
The Land Titles Act, 2000

To: The Registrar of Titles appointed pursuant to Section 6 of *The Land Titles Act, 2000*

Take notice that between **Skyview Country Estates Ltd.** (hereinafter referred to as the “Developer”), a body corporate incorporated and having its registered office and principal place of business in the Province of Saskatchewan, claiming an interest as a restrictive covenant in the following lands:

Blk/Par 1-128, Plan No. 102016684

(being parcels in a Plan of Survey registered as Plan No. 102016684, hereinafter collectively referred to as the “Developed Lands”, with each of the affected parcels being individually referred to as a “Parcel”)

hereby forbids registration of any transfer or other instrument affecting any such land or the granting of any title thereto except subject to the claim hereinafter set forth.

It is the intention of the Developer, as owner, to sell some or all of the Parcels to diverse persons subject to the conditions and restrictions hereinafter stipulated.

CONDITIONS AND RESTRICTIONS

1. The Developer shall cause to be established a corporation under *The Non-Profit Corporations Act* of Saskatchewan (to be hereinafter referred to as a “Community Association”) to serve the collective interests of all owners and occupants of all Parcels on the Developed Lands on an ongoing basis. The Articles and Bylaws of the Community Association shall be as annexed in Appendix “A” unless and until amended as permitted by law. One and only one registered owner of each Parcel shall, as an aspect of such ownership, acquire and be granted one regular membership interest in the Community Association upon its being incorporated. Subject to the provisions of Paragraph 2 below, at any time after Dwellings (as hereinafter defined) have been completed on 50% of the Parcels, the Developer may give notice to the owners of all Parcels of its intention, within the time specified in such notice, to relinquish or assign to the Community Association all of its powers and functions conferred under these Conditions and Restrictions. Where the phrase “the Developer or the Community Association” is used hereinafter in these Conditions and Restrictions, or in the Appendices hereto, in connection with the exercise of any power, discretion, or other function, the intent of such reference is that such power, discretion or other function shall be exercisable by the Developer until the date upon which the Developer has by the

foregoing notice relinquished or assigned the same to the Community Association, and thereafter the same shall be exercisable by the Community Association.

2. The duties and responsibilities of the Developer or the Community Association shall include taking such measures as are necessary to ensure the adequate ongoing maintenance and care of all green areas within the Developed Lands which are not maintained by the Rural Municipality in which those Lands are located. Notwithstanding the provisions of Paragraph 1 above, the Developer may specifically assign to the Community Association the duties and responsibilities set forth in this Paragraph at any time after the Community Association is incorporated. The Developer or the Community Association may from time to time specify a fee required to be paid by each Parcel owner which shall be limited to each owner's ratable share of the reasonable costs connected with such ongoing maintenance and care. The Developer or the Community Association shall have a lien or charge on each Parcel for any fee so levied and remaining unpaid for more than 60 days. Any dispute regarding the assessment or payment of the fee hereinbefore referenced shall be resolved only under the provisions of Paragraph 23 below.
3. Parcels numbered 1 to 94 shall be used for residential purposes only with not more than one detached dwelling house (a "Dwelling") erected on the said lands and no attached or semi-detached house, duplex, or apartment, or any house or building designed for more than one family shall be erected on the said lands. Parcels 95 to 126 shall be constrained to the same conditions as 1 to 94, with the exception that the Developer or the Community Association may, by obtaining the government permission, change the status of lots 95 to 126 to allow for the development of multi-unit dwellings.
4. A copy of the Engineering Geotechnical Report prepared by Clifton Associates Ltd. is available from the Developer or the Community Association for slope stability considerations on the land. Purchasers are responsible for obtaining from their contractors a written statement to the Developer or the Community Association that certifies the building plans comply with slope stability requirements as defined by a certified engineer and/or engineering firm.
5. No Dwelling in lots 49 to 70 and 95 to 98 shall be constructed that results in a vertical height of greater than twelve (12) meters measured from the highest grade level on any side to the highest point of the roof, and no Dwellings in lots 71 to 94 shall be constructed that results in a vertical height of greater than ten (10) meters measured from the highest grade level on any side to the highest point of the roof.

There are no vertical height restrictions, other than what would be reasonable in keeping with the norm established within the subdivision, on Dwellings for Lots 1 to 48 and 99 to 126.

Unique styled homes will be considered on an individual basis but must be approved by the Developer or the Community Association.

All plans must be approved by the Developer or the Community Association in writing prior to construction and prior to applying for a building permit from the R.M. of Dundurn, and/or the Blackstrap Reservoir Development Authority.

6. One or more accessory buildings of any kind may be erected upon each parcel in the Developed Lands, but may not exceed the height of the Dwelling and the total combined square footage is limited to 1500 square feet. The foregoing limit may be increased to not more than 2,500 square feet in the discretion of the Developer or the Community Association for any lot comprising 1.5 acres or more. All accessory buildings must complement the style, color, roofing, siding, and construction method of the Dwelling.

One “Guest House” may be erected as an accessory building upon each parcel for the purpose of providing accommodation to non-paying guests. A Guest House may contain sleeping quarters and washroom facilities but shall not contain cooking facilities. No Guest House shall have an area in excess of 600 sq. ft.

All accessory buildings must adhere to the same setbacks as the Dwelling, except the setbacks of the side yards can be six (6) feet – refer to 8. (E).

All plans for accessory buildings must be approved by the Developer or the Community Association in writing prior to construction and prior to applying for a building permit from the R.M. of Dundurn, and/or the Blackstrap Reservoir Development Authority.

7. No poultry, birds, livestock or animals of any kind shall be kept on the said lands, except in accordance with R.M. bylaws. All pets regardless of type shall not free range nor run at will. No owner shall have swine of any kind on the development.
8. Buildings on the property, including Dwellings, garages, decks, and accessory buildings, shall comply with the following minimum standards:

(A) No Dwelling shall be erected which shall have an area of less than:

Lots 1 to 48 : 1200 sq ft for bungalows, bi-levels and split level homes
1600 sq ft for two story homes

Lots 49 to 126 : 1200 sq ft for bungalows, bi-levels and split level homes
1800 sq ft for two story homes

The measurements shall be taken from the exterior walls but shall exclude any attached garage, patio or porch.

- (B) Each Dwelling shall have a minimum double attached garage.
- (C) Allowable exterior finishes include stucco, stone, brick, hardy board, wood or metal siding, and any recent innovation of exterior material approved by the Developer or the Community Association in its discretion. Stone and/or brick must be included on the exterior side visible from the street (minimum 150 sq.ft. for lots 1-48 and minimum 200 sq.ft. for lots 49-126). Exterior colors must be earth tones, or any other colors approved by the Developer or Community Association in its discretion.

The exterior must be completed within one year of commencement of construction.

- (D) All driveways shall be completed with at least a gravel surface.
- (E) Building setbacks including attachments such as attached decks etc. are as follows. (Structures less than 2 feet in height are not included)

For Lots 49 to 126:

- A minimum of 20 feet from front yard (street side)
- A minimum of 30 feet from the eastern property line (lake side)
- A minimum of 10 feet from north and south sides of the lot for the Dwelling
- A minimum of 6 feet from north and south sides of the lot for accessory buildings.

For lots 1 to 48:

- A minimum of 20 feet from the front and rear property line
- A minimum of 10 feet from north and south sides of the lot for the Dwelling
- A minimum of 6 feet from north and south sides of the lot for accessory buildings.

All plans must be approved by the Developer or the Community Association in writing prior to construction and prior to applying for a building permit from the R.M. of Dundurn, and/or the Blackstrap Reservoir Development Authority.

- 9. The approval of the Developer or the Community Association shall be obtained prior to any site clearing, site preparation or site construction commencing on each lot, and prior to applying for a building permit from the R.M. of Dundurn, and/or the Blackstrap Reservoir Development Authority.

10. No trailer, mobile home or portable unit used for the purpose of living accommodation shall be used or left upon the said lands for a total period of more than six (6) months during initial construction. Except, however, this shall not restrict the purchaser from maintaining a “recreational vehicle” or “holiday trailer” on the said lands provided that it maintains valid license plates and remains mobile.
11. The Purchaser shall commence to construct a dwelling in accordance with paragraph 8 hereof, within a period of not more than five (5) years from the date of original purchase, and after commencement of construction, the exterior must be completed within one (1) year. If the Purchaser breaches this covenant the Developer or the Community Association shall have the immediate right to repurchase the Property and any improvements or appurtenances thereto or thereon, for one hundred (100%) percent of the Original Purchase Price (without interest). This building restriction clause applies to subsequent purchasers based on the original sale date of the property from the Developer or the Community Association. The provisions of this paragraph do not apply to an undeveloped lot where at the time it is purchased, the Purchaser is the owner of an adjoining lot if and for so long as the Purchaser is not in default of the provisions of this paragraph in respect of that adjoining lot. Upon the subsequent occurrence of such default, the provisions of this paragraph will apply to both adjoining lots as though they had both been purchased on the date the first such lot was purchased. In addition and cumulative to the foregoing right, the Developer or the Community Association may assess a charge of \$100 for each month or partial month over which the Purchaser fails to rectify a default under this paragraph. The cumulative amount owing by reason of such default shall form a lien and charge against the affected lot capable of registration against the title thereof.
12. No excavation shall be made in or to the said lands and no soil, sand or gravel shall be removed from the said lands except for the purpose of building or for the improvement or landscaping of the grounds or natural terrain of the said lands.
13. No inoperative vehicle or large commercial type vehicle such as (but not limited to) dump trucks, cement mixers, oil or gas trucks, tractor trailer units, and farm machinery, and no unsightly objects, materials or debris shall be stored, moved onto or left upon the said lands. The entire site and all improvements thereon including but not restricted to landscaping, buildings, fences and other structures shall at all times be made from new materials and maintained in a neat and tidy manner and kept clean and, where applicable, repainted as often as may be reasonably required to avoid “run down” or “worn” appearance.
14. No used buildings or structures may be moved onto the said lands unless approved by the Developer or the Community Association in writing, such approval not to be unreasonably withheld. This includes ice fishing shacks.
15. Purchasers and their respective assigns shall not carry on any commercial business of any sort and no sign shall be erected on any lot advertising any commercial business,

save and except, the usual real estate signs advertising the lot for sale. The Developer or the Community Association reserves the right to allow a home business exemption. Upon application by the purchaser, the Rural Municipality of Dundurn may, at its discretion, allow for home based business to operate on the lot. Appendix B below provides guidelines which will aid the Developer or the Community Association in considering applications to approve a home business exemption.

16. No fence shall exceed six (6) feet in height.
17. No electrical power lines shall be strung on the said lot above ground level. Wire lines for fences and/or esthetically reasonable lines such as clothes lines shall be permitted.
18. Neither the Developer nor the Community Association shall be liable for any person or lot owner in the development that breaches or fails to conform with the above restrictions. In the event that any of the within restrictions conflict with rural municipality bylaws, those bylaws shall take precedence.
19. Nothing herein shall be, or be deemed to be, an admission of responsibility or liability on the part of the Developer or the Community Association to or for any benefit of any third party, whether owner of lands or a lot or lots in the development or otherwise, to enforce, oversee, pursue, maintain or otherwise control the activities of the purchasers herein with respect to the use of the lots, or any of them, and the enforcement of any conditions herein to be performed by the purchasers shall be at the sole discretion of the Developer or the Community Association or the owners of the lots as permitted by law.
20. The Developer or the Community Association may in its sole and unfettered discretion, but is in no way obligated to enforce, oversee, pursue, maintain or otherwise control the activities of any owner or occupant of a Parcel for the benefit of any other person, whether an owner or occupant of a Parcel or otherwise, with respect to the occupation or use of any Parcel, and the enforcement of any conditions herein to be performed by or for the benefit of an owner or occupant of a Parcel shall be at the sole discretion of the Developer or the Community Association. It is provided however that all of the terms and conditions in these Conditions and Restrictions are intended for the benefit of all owners and occupants of all Parcels in the Developed Lands, and any such person shall have status in his own name and to the extent enabled or permitted by law, to enforce at his or her expense any term hereof against any person obligated hereunder. Any such enforcement shall be undertaken only under the provisions of Paragraph 23 below.
21. The Developer or the Community Association may at any time effect and register against the titles to all or any Parcels in the Developed Lands, by way of Restrictive Covenant or Miscellaneous Interest, such changes to the restrictions and benefits

herein granted or imposed as may be required to maintain the character of the Developed Lands as a rural residential development, to maintain the enjoyment thereof by owners or occupant of Parcels in the Developed Lands in accordance with the spirit and intent of these Conditions and Restrictions, or to correct any errors or anomalies as may appear therein. Any owner or occupant of a Parcel aggrieved by the exercise of the foregoing authority by the Developer or the Community Association may dispute the same in accordance with the provisions of paragraph 23 hereof.

22. Invalidation of these restrictions or provisions or any part thereof by judgment or court order shall in no way effect any of the restrictions herein set forth not invalidated by such order, and any such restrictions not invalidated shall remain in full force and effect.
23. In the event of any dispute arising with respect to the interpretation, implementation or nature of the obligation contained in any of the terms of this Agreement:
 - i. The purchaser and the Developer or the Community Association (through its designated officer) shall make all reasonable efforts to resolve their disputes by amicable negotiations and agree to provide without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
 - ii. If after 30 days following the receipt of a written notice outlining a dispute between them by either the Purchaser or the Developer or the Community Association, and they have not been able to resolve the matter by negotiation, the Purchaser and the Developer or the Community Association shall jointly appoint an independent mediator to assist in reaching an agreement on any unresolved dispute. If a mediator is not agreed upon within 45 days of the original written notice by one to the other of a dispute in the matter, either the Purchaser or the Developer or the Community Association may refer the dispute to be finally resolved by arbitration pursuant to *The Arbitration Act*, 1992 Chapter A-24.1 of The Statutes of Saskatchewan, 1992 (effective April 1, 1993) as amended by The Statutes of Saskatchewan, 1993 c17, and the decision of the Arbitrator shall be final and binding upon both the Purchaser and the Developer or the Community Association.

Appendix A
Articles and Bylaws

The Articles of the Community Association shall be in a customary form satisfactory to the Registrar of Corporations for Saskatchewan, and shall provide for only one class of membership, namely Regular Membership, which shall entitle members of that class to vote at all meetings of members.

The Bylaws of the Community Association shall be as follows:

BYLAWS OF
SKYVIEW COUNTRY ESTATES COMMUNITY ASSOCIATION INC.

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1. DEFINITIONS

In these and all other bylaws of the corporation, unless the context otherwise requires or specifies:

- (a) “Act” means *The Non-profit Corporations Act, 1995*, as amended or replaced from time to time, and in the case of such amendment, any references in the bylaws of the corporation shall be read as referring to the amended provisions;
- (b) “the corporation” means Skyview Phase II Community Association Inc.;
- (c) “the directors”, “board” and “board of directors” means the directors of the corporation for the time being;

(d) the headings used in the bylaws are inserted for reference only and are not to be considered in constructing the terms thereof or to be deemed in any way to clarify, modify, or explain the effect of any such terms;

(e) all terms contained in the bylaws and which are defined in the Act shall have the meanings given to such terms in the Act;

(f) words importing the masculine gender shall include the feminine, and words importing the singular shall include the plural and vice versa;

(g) “member” means a regular member or an associate member.

2. OBJECTS

The objects of the corporation are:

(a) to ensure the proper care and maintenance of green areas within Skyview Country Estates (hereinafter the “Development”);

(b) to provide facilities, recreation, social and other like services to residents of the Development;

(c) to promote better acquaintance, understanding and co-operation among residents of the Development;

(d) to provide a forum for the discussion and distribution of information on matters of interest to residents of the Development.

3. FISCAL YEAR

The fiscal year of the corporation shall end on the 31st day of March in each year.

4. MEMBERSHIP

(a) The membership of the corporation shall consist of regular members. A regular member is entitled to all privileges of membership including the right to vote at meetings of members.

(b) The members of each Dwelling in the Development are eligible to appoint one of them to be a member of the corporation. No person other than one appointed as aforesaid shall be eligible to be a member of the corporation.

(c) No fee is required to be paid for membership in the corporation.

5. MEETINGS OF MEMBERS

(a) An annual meeting of members shall be held once in each year at a time and place to be fixed by the previous annual meeting or by the directors.

(b) At least one other meeting of members shall be held in each calendar year at a time and place to be fixed by the directors.

(c) (i) The president may call a special meeting of members at any time but shall do so upon the written request of at least 5% of the regular members.

(ii) All business transacted at a special meeting of members or at an annual meeting of members, other than consideration of financial statements and an auditors report, election of directors and reappointment of an incumbent auditor, is deemed to be special business.

(iii) No special business may be transacted at a meeting of members unless the notice of meeting stated the nature of the business in sufficient detail to permit members to form a reasoned judgement thereon.

(d) Notice of the time and place of a meeting of members shall be sent, not less than 15 days or more than 50 days before the meeting, to each member entitled to attend the meeting and to the auditor.

- (e) (i) No regular member is entitled to more than one vote on any questions.
 - (ii) Regular members shall vote by a show of hands except where a ballot is demanded by a member either before or after a vote by show of hands.
- (f) One-quarter of all of the members of the corporation shall, if personally present at the opening of a meeting, constitute a quorum.
- (g) The conduct of meetings shall be governed by the latest revised edition of Roberts Rules of Order.

6. DIRECTORS

- (a) The directors shall manage the activities and affairs of the corporation.
- (b) The directors of the corporation shall consist of a president, vice president, secretary, treasurer and up to 3 other regular members.
- (c) Directors shall be elected at the annual meeting.
- (d) Directors hold office until the conclusion of the meeting at which their successors are elected.
- (e) Subject to (d), the term of office of a director shall be 1 year.
- (f) The regular members may, by ordinary resolution at a meeting called for that purpose, remove any director(s) from office.
- (g) Where there is a vacancy on the board of directors and;
 - (i) where there is a quorum of directors, the remaining directors;
 - a) may exercise all the powers of the directors; or
 - b) may fill the vacancy until the next annual meeting;
 - (ii) where there is not a quorum of directors, the remaining directors shall call a general meeting for the purpose of electing regular members to fill any vacancies.

(h) Any remuneration paid to directors must be approved by the regular membership.

(i) Every director shall be given, by letter, telephone or otherwise, at least 5 days notice of every meeting of directors.

(j) Attendance of a director at a meeting of directors is deemed to be a waiver of notice of the meeting, unless the director attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called.

(k) The quorum at board meetings shall be a majority of the board.

7. OFFICERS

The board of directors shall:

(a) appoint a president from among the number.

(b) designate the offices of the corporation, appoint persons as officers, specify the duties and delegate powers to manage the business affairs of the corporation to them.

8. FINANCIAL DISCLOSURE

(a) The directors shall place before the members at every annual meeting:

- (i) financial statements for the year ended not more than 4 months before the annual meeting;
- (ii) the report of the auditor, if any; and
- (iii) any further information respecting the financial affairs of the association.

(b) The directors shall approve the financial statements and shall evidence their approval by the signature of one or more directors.

(c) No financial statement shall be released or circulated unless it has been approved by the directors and is accompanied by the report of the auditor.

(d) The corporation shall, not less than 15 days before each annual meeting, send a copy of its financial statements and report of the auditor to each member and to the Director, Corporations Branch, Saskatchewan Justice.

9. AMENDMENTS TO BYLAWS

(a) The directors may, by resolution, make, amend, or repeal any bylaws that regulate the activities and affairs of the corporation.

(b) The directors shall submit a bylaw, or an amendment or repeal of a bylaw to the next meeting of regular members and the members may, by ordinary resolution, confirm, reject or amend the bylaw, amendment or repeal.

(c) A bylaw, or an amendment or repeal of a bylaw is effective from the day of the resolution of directors until confirmed, confirmed as amended, or rejected by the regular members.

(d) If a bylaw, or any amendment or repeal of a bylaw is rejected by the regular members or is not submitted to the next meeting of members, the bylaw, amendment or repeal thereof, ceases to be effective and no subsequent bylaw, amendment or repeal having substantially the same purpose or effect shall be effective until confirmed or confirmed as amended by the regular members.

10. LIQUIDATION AND DISSOLUTION

The remaining property of the corporation shall, in the course of liquidation and dissolution, be transferred in equal shares to the to members of the corporation as at the date of the corporation's liquidation and disposal.

APPENDIX B

Home Based Business

- (a) "**home based business**" means an accessory use of a dwelling unit for a business which is secondary and incidental to the primary use of the dwelling as a Dwelling, and does not change the residential character of the buildings or site.
 - (b) "**home based business**" means a home based business owned and operated by a resident or residents of the dwelling unit.
 - (c) "**home craft**" means an occupation or trade requiring manual dexterity and artistic skill to construct unique items primarily by hand without the use of large power tools, and does not include the mass production of similar articles.
- (1) All applications for home based businesses must be considered as a **Home Based Business**. The development standards for Type I home based businesses are contained in subsection (4).
 - (2) Without limiting the authority of the Developer to approve any types of home based business applications, the following uses are specifically identified as home based businesses that are likely to be considered for formal approval by the developer, subject to the applicable development standards contained within subsections (4) and (5):
 - (a) bed and breakfast;
 - (b) dressmaker, seamstress, or tailor;
 - (c) office of a professional, or one who offers skilled services to clients and is not engaged in the sale of goods or products to clients;
 - (d) music, dancing, or art instruction, limited to no more than three students at a time;
 - (e) the creation of home crafts for sale off site, such as novelties and souvenirs, corsage and flower arrangements, gift baskets, and other handicrafts including but not limited to ceramics, pottery, leather goods and jewelry;
 - (f) direct sellers who have no personal contact with clients at the home based business address and who maintain no inventory or stock-in-trade for sale on the premises;
 - (g) electrology, acupuncture, reflexology, and massage therapy;
 - (h) typing, word processing, and computer programming services;
 - (3) Without limiting the authority of the Developer to deny applications for other types of home based businesses which do not meet the requirements of this development, the following uses are prohibited as home based businesses, whether or not applications for such uses would otherwise comply with the applicable standards of this development:
 - (a) restaurants;
 - (b) suntan centres, health or fitness clubs, tattoo parlours, photographer's studios, and laundry services;
 - (c) veterinary services, boarding, grooming or care of animals;

- (d) printing, screen printing, engraving and embroidery services;
- (e) repair, rental or sharpening services;
- (f) hotels and hospitals;
- (g) headquarters, dispatching, or base of operations of a trucking, taxi, delivery, or towing operation;
- (h) the painting, repairing, refitting, cleaning, refurbishing, or selling of motor vehicles, boats, or machinery;
- (i) on-site sale, display, or demonstration of any products, goods or merchandise;
- (j) businesses utilizing large power tools and machinery, or businesses involved in the mass production of similar items or products.

(4) The following development standards shall apply to all **Home Based Businesses**:

- (a) No persons other than residents of the dwelling shall be employed in the home based businesses on the site;
- (b) Home based businesses shall be conducted entirely indoors, and no more than 50% of the gross floor area of the dwelling, including the area of the basement and any attached garage, may be occupied by home based businesses;
- (c) An attached garage or detached accessory building may be occupied by a home based business, provided that the total area devoted to home based businesses does not exceed 50% of the building, and that no required parking spaces associated with the principal use are occupied by home based businesses;
- (d) There shall be no exterior storage on the site in relation to the home based business, and no exterior alterations shall be permitted that are not consistent with the residential character of the buildings and property;
- (e) No noise, vibration, smoke, dust, odours, heat, glare, electrical, television or radio interference detectable beyond the boundaries of the building containing the home based business shall be produced;
- (f) Regardless of the number of home based businesses that may be located on any one site, a total of no more than five client or business related visits per day shall be made to home based businesses on any one site, and no deliveries of merchandise, goods or equipment shall be made to the businesses by a vehicle with a gross vehicle weight of more than 5,000kg, or by a vehicle with a total length of more than 6.0 metres;
- (g) A total of no more than 2.0 cubic metres of storage may be permitted within a dwelling on any one site, and a total of no more than 4.0 cubic metres of storage may be permitted within an attached or detached accessory building in relation to home based businesses. No storage of hazardous, explosive or flammable materials shall be permitted in relation to a home based business.

SKYVIEW COUNTRY ESTATES LTD. _____ (Signature)

PURCHASER: _____ (Signature)

PURCHASER: _____ (Signature)