

COVENANTS AND RESTRICTIONS TO HAULTAIN RANCH ESTATES

Haultain Ranch Estates' covenants are designed to help ensure that the community is a place you would like to live, and to protect the value of your investment long into the future. The text of these covenants follows.

KNOW ALL MEN BY THESE PRESENTS, that 1240475 Alberta Ltd. is owner of the following described real estate, to wit:

Lots Numbers 1 through 20, "HAULTAIN RANCH ESTATES", legally described as S.E. ¼ Sec. 28, Twp. 34, Rge. 4, W.3 Mer. a subdivision in the Rural Municipality of Dundurn NO. 314 in the Province of Saskatchewan.

NOW, THEREFORE, in consideration of the premises and of the benefits accrued and to accrue to the undersigned by reason of the Covenants, Conditions, and Restrictions imposed upon said estate as hereinafter set forth, and as part of a plan for the use, improvement, development, sale and purchase of said estate, the undersigned do hereby stipulate, agree, and declare that they, their heirs, executors, administrators, successors, and assigns, do hereby subject and bind the aforesaid real estate to the following covenants, conditions, and restrictions, and do hold each and every Lot above described or portion thereof, for use and sale, subject to the following covenants, conditions, and restrictions, and do declare that no Lot or Lots above described, or portion thereof, shall be sold, used, or conveyed by them, their heirs, executors, administrators, successors, or assigns, except subject to the following covenants, conditions, and restrictions, whether expressly stated in the deed of conveyance or not, to-wit:

1. TIME PERIOD AND ENFORCEMENT OF RESTRICTIONS

These Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2017, and which time said Covenants and Restrictions shall automatically be extended for a successive period of ten (10) years, unless at that time the majority of the owners of the lots shall agree to change or modify the Covenants in whole or in part.

However, notwithstanding the foregoing, these covenants and restrictions may from time to time be altered or amended by the concurrence in writing of two-thirds (2/3) of the owners of record of the lots in said subdivision, providing however, no changes

shall be made without the concurrence of the Dedicators hereof so long as the Dedicators own any lots subject to this plan.

Modification or amendment to said Covenants and Restrictions shall be effective upon recording of same together with an affidavit certifying said vote by the secretary of the Homeowners Association.

Should the Declarants, their heirs, successors, personal representatives, or assigns violate or attempt to violate any of the Covenants and Restrictions herein, it shall be lawful, and the power and authority is hereby given, to any persons owning any of the above described real property, or for the Homeowners Association, without further authority or direction, to enforce, or to prosecute any proceedings at law or in equity to enforce these Covenants and Restrictions, or to prevent any violation thereof, or to recover damages resulting directly or consequentially from such violation, together with expenses, court costs, any attorneys' fees incurred in such proceedings.

Invalidation of any one of these Covenants or Restrictions, or any portion thereof, by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

2. LAND USE AND BUILDING TYPE

No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling, not to exceed two stories in height, excluding the basement and less than 1400 square feet in total footage. Each Lot shall be used for residential purposes only, and no manufacturing establishment, factory, public garage, sanitarium or hospital, motel, hotel, trailer park, apartment building, condominium, multi-family housing building, or any building of similar nature may be maintained on the same, and no unsanitary, offensive or unsightly conditions shall be allowed thereon. No house trailer, mobile home travel trailer, manufactured home, or any other type of temporary housing shall be placed or located upon any Lot as a residence. Any campers, travel trailers, boats, trucks used for commercial purposes, or similar vehicles, which are kept or maintained on any Lot shall be stored in an enclosed or screened area out of the view of other Lots in the Subdivision and roads in the Subdivision.

3. BUILDING LOCATION

No building shall be located on any Lot closer than 150 feet from the front (street) property line, or nearer than 25 feet to any side boundary line. All buildings and structures shall meet all requirements of the building codes, ordinances, and regulations of the Municipality of Dundurn and the Province of Saskatchewan.

4. PLANS AND SPECIFICATIONS

Plans and specifications for each dwelling to be constructed, showing location of the dwelling on the Lot, landscaping, all four exterior elevations, all exterior lighting, materials to be used on all exterior wall and roof surfaces and all other construction

details and materials which are the subject of these Covenants and Restrictions, shall be submitted to the Architectural Control Committee of the Haultain Ranch Estates Homeowners Association (herein after called the "Architectural Control Committee") for written approval, before construction is started. Daniel Douglas and Jack Douglas are hereby appointed the initial members of the Architectural Control Committee. The Architectural Control Committee shall have absolute discretion in the approval or disapproval of any structure in Subdivision pursuant to these and, in discharging the duties imposed upon them hereunder, is hereby granted an easement prior to and during construction of any structure, and in discharging their duties hereunder, to enter upon any Lot in the Subdivision and will not be deemed to be trespassing thereby, and may enter into contracts, and employ agents, servants and counsel as they deem necessary in the performance of their duties. No member of the Architectural Control Committee shall be held personally liable for negligence or for injury to person or damage to property, or for any other act or omission on the absence of willful and deliberate misconduct. The above named initial members of the Architectural Control Committee shall hold office until all 20 Lots in the Subdivision are sold, or until their successors are elected by the Homeowners Association, which ever is later, and in the event of the death or resignation of either of said initial members while holding such office, the survivor of them shall have the right to name a replacement member. Commencing with the sale of the last of the Lots above described, the Homeowners Association shall elect the members of the Architectural Control Committee at its' annual meeting. At the first such annual meeting, two members of the new Architectural Control Committee shall be elected, who hold office for respective periods, according to their election, for 1 and 2 year terms, and at subsequent annual meetings, their successors shall be elected for 2 year terms, to replace the member of Architectural Control Committee whose term expires. The President of the Homeowners Association shall appoint a replacement member for any member of the Architectural Control Committee who fails to remain in office.

The Director and Officers of the Association, and any agents, representatives or committee members of the Association shall not be liable to any member of the Association for (1) any actions taken on behalf of the Association, or (2) failing or refusing to act, if such actions, or failure to act, were done in good faith and with the intent to be in the best interest of the Association.

5. DWELLING SIZE AND MISCELLANEOUS

- A. No one-story dwelling shall be permitted on any Lot which has less than 1,400 square feet of livable floor space, excluding garages, any spaces below ground level, and open porches and balconies, no one-and-half story or two-story dwelling shall be permitted on any Lot which has less than 1,400 square feet of such space, with at least 650 square feet of such space on the first floor. The character and design of garages must conform to the character and design of the dwelling structure.

- B. No recreational apparatus will be permitted in any front yard, or side yard next to a road. Recreational apparatus, including swing sets, swimming pools, playground equipment or similar devices not be located at any point toward the front lot line, past a line drawn parallel with and intersecting the front dwelling structure. The Architectural Control Committee shall have absolute discretion to decide what is s front or side yard, and to approve or, disapprove of any recreational construction or apparatus pursuant to these Covenants and Restrictions.
- C. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- D. No Lot or driveway, outside the exterior walls of the main residential structure or garage, shall be used for the purpose of blocking or jacking automobiles or other vehicles for repair, or for repairing any one or more automobiles, for any period of time.
- E. No shed, trailer, recreational vehicle, tent, shack, garage, barn, basement, or outbuilding erected on any Lot shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.
- F. No trucks, trailers, or commercial vehicles will be allowed to stand upon any Lot, other than service vehicles making deliveries and light pick-up and panel trucks. All campers, trucks, mobile equipment, motor homes or recreational vehicles are not to be parked indoors unless they are parked in an enclosure and is not visible from the adjacent Lots or roadway.
- G. No piece or part of any platted building Lot in the Subdivision may be sold, except if said piece or part is sold to an adjacent Lot owner, in which case it becomes in integral part of that Lot and subject to the same restrictive covenants herein stated. No Lot shall ever be used or sold for road purposes except by the developer.
- H. No exterior antennas or dishes other than those attached to a residence of the size and type commonly used for the reception of local television signals shall be permitted. No disc-type antennas, citizens band antennas nor short-wave antennas shall be permitted.
- I. No wall, fences or fencing of any kind shall be allowed in the front yard of any Lot. No wall, fences or fencing over 6 feet in height shall be allowed on any Lot. All walls, fences arid fencing must be submitted to and approved by the Architectural Control Committee prior to construction, and must be continually maintained to present an attractive appearance, or such walls, fences and fencing will be removed at the expense of the Lot owner.
- J. Each Lot owner shall comply strictly with the set-back and building lines shown on the aforesaid Plat of the Subdivision.

6. LIVESTOCK AND PETS

The number and quantity of animals must be approved by the Architectural Control Committee.

7. CONSTRUCTION OF RESIDENCES, MAINTENANCE OF PROPERTY

- A. During the construction, maintenance or refurbishment of any dwelling house or Lot, noisy equipment operation must be maintained during 7:00 A.M. through 7:00 P.M. and not operate outside this time period. In order to minimize noise pollution, the use of motorized lawnmowers, lawn tractors, grass trimmers, garden tillers chain saws, blowers and other equipment shall be prohibited before 8:00 A.M. and after 9:00 P.M. The discharge of firearms in the Subdivision is prohibited.
- B. Construction must be commenced within 2 years from the purchase of the Lot.
- C. Wastewater management systems and septic disposal systems will be the responsibility of the home owner and shall be constructed and installed in accordance with the Geotechnical Investigation Proposed Multi-Parcel Subdivision, (prepared by P. Machibroda Engineering Ltd) to meet Saskatchewan Health guidelines for this Subdivision. P. Machibroda Engineering Ltd. has determined that a pressure chamber system or Type II pressure mounds are to be utilized. This type of disposal system is consistent with most rural subdivisions.
- D. Littering or damage to the public and private roadways and easements in the Subdivision, and clean-up of them, shall be the responsibility of the owner of any Lot upon which such work is being performed.
- E. Each property owner shall be responsible for mowing and landscape maintenance of such owner's Lot up to the property line of such Lot, and up to the street curb or curbs, such that the Lot will always present a neat and attractive appearance.
- F. The burning of any material outside any dwelling house shall be prohibited, except the burning of leaves in conformity with the local bylaws.
- G. The work of construction of any building or structure shall prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed and no such building or structure shall be occupied during the course of original exterior construction. All structures, including the attached garages thereto, shall be completed insofar as exterior painting, siding, windows, roofing and trim are concerned within 12 months from the start of construction.
- H. No tree having a diameter of six (6) inches or more measured one (1) foot above ground be cut or removed from any Lot without the express prior written permission of the Architectural Control Committee.
- I. All vacant Lots shall be maintenance in a clean condition with all weeds and grass thereon periodically trimmed. At no time shall any weeds and grass exceed twelve (12) inches in height nor shall they be allowed to go to seed. Notification shall be by regular mail to the Lot Owner ten (10) days to correct the violation. Failure of the Lot Owner to correct the violation. Failure of the Lot Owner to cure any violation of this paragraph within ten (10) days from the date of the mailing of the notice shall permit the Association to contract for such services necessary to bring the Lot within compliance of this paragraph. The Lot Owner shall be liable to the Association for the actual cost of such services plus an amount equal to such cost for administration time, effort, and expense associated with the remedial measures described herein.

- J. All plans, specifications, and other requests submitted to the Architectural Control Committee must be submitted at least twenty (20) days prior to the anticipated commencement of the proposed work. All submissions to the Architectural Control Committee shall contain the name, address, and telephone number of the Lot Owner, and the name, address, and telephone number of any contractor or architect involved. The Architectural Control Committee shall transmit its decision to the affected Lot Owner within fifteen (15) days of receipt by it of all information required or needed to make its decision.
- K. No fuel tanks or similar storage receptacles may be maintained on any Lot unless the same are installed within a building, are buried under ground, or are otherwise installed so that they are not visible from any place outside the Lot.
- L. Each Owner of a Lot shall refrain from altering the drainage system on the Lot. In addition, no Lot Owner shall take any action or building any structure which shall interfere with the existing drainage pattern for any adjacent Lot Owner.
- M. Any assessment levied against any Lot which so becomes delinquent shall constitute a lien upon such Lot when filed of record in the office of the Provincial Court. The claim of lien shall be filled in the name of the Association. The Association shall have the right to proceed in its own name in any court of competent jurisdiction. The claim of lien may be foreclosed in a like manner as a mortgage on real estate under general statutes.

8. SUBDIVISION

No Lot may be resubdivided. Only one Single Family Dwelling may be constructed per Lot. Permission must be obtained from the Architectural Control Committee prior to construction.

9. GARBAGE AND REFUSE DISPOSAL

No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, rubbish and garbage, or other wastes, shall not be kept, except in sanitary containers located inside the garbage of dwelling house, except on collection days.

10. SIGNS

No signs of any kind shall be displayed to the public view in any Lot, except one sign of not more than six square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales of Lots and residences, or signs used by the undersigned to identify the Subdivision and to advertise sales of Lots and residences in the Subdivision. House numbers on homes or mail boxes are permitted.

11. EASEMENTS

Easements for installation, construction, reconstruction and maintenance of utilities and drainage facilities are reserved, as shown on above-mentioned recorded plat of the Subdivision. No building or any other structure of any kind shall be placed on, in or over any such easement; any such building or structure shall be removed at the expense of the Lot owner.

12. HOMEOWNERS ASSOCIATION

After 51% of the total lots in the Subdivision have been sold by the undersigned, or on December 31, 2007, whichever is sooner, the "Haultain Ranch Estates Homeowners Association" shall be established as a not-for-profit corporation, herein called "Homeowners Association", which shall be vested with all powers, duties, and responsibilities of that Homeowners Association set out in these Covenants and Restrictions and as provided by law; the title to all amenities, landscaping, Subdivision fences, entrance improvements, easements, and Subdivision appurtenances shall be conveyed by the undersigned to the Homeowners Association. The owners of each lot shall collectively own one share in the Homeowners Association. The Homeowners Association shall from time to time adopt Bylaws for its constitution, operation and deliberations, in conformity with these Covenants and Restrictions. It shall be the duty of the Homeowners Association to enforce these Covenants and Restrictions, majority rule shall prevail except as otherwise set out herein and Roberts Rules of Order are hereby adopted for conducting any and all meetings of the Homeowners Association, except as set out herein or in the By-Laws adopted by the Homeowners Association.

IN WITNESS WHEREOF, 1240475 Alberta Ltd. have executed this instrument at Saskatoon, Saskatchewan this 14th day of June 2007.

Daniel Douglas
President

FORM OF COUNTERPART SIGNATURE PAGE

By execution hereof, the undersigned hereby acknowledges the approval of the Declarations and Covenants, Conditions and Restrictions for Haultain Ranch Estates, dated June 14, 2007.

_____ (Signature)	_____ (Signature)
_____ (Printed Name)	_____ (Printed Name)
_____ (Address)	_____ (Lot Number)

INDIVIDUAL

Province _____

City _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 20 ____ by _____ and _____ .

_____ (Notary Public)	_____ My commission expires
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SEAL

ENTITY

Province _____

City _____

The foregoing instrument was acknowledged before me by _____ in his/her capacity as _____ of _____ on behalf of the _____ .

_____ (Notary Public)	_____ My commission expires
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SEAL