

**DRAFT**

**RESTRICTIVE COVENANT  
BUILDING AND DEVELOPMENT RESTRICTIONS  
BATTLEFORD WEST COUNTRY ESTATES SUBDIVISION**

Whereas; Battleford West Properties Ltd., hereinafter referred to as “BWP” is the developer and owner of all those lands described in Schedule “A” attached hereto, and known as the “Battleford West Country Estates Subdivision”, hereinafter referred to as “The Lots” and;

Whereas BWP desires to insure that all development within or upon The Lots shall maintain certain standards of architectural excellence for the benefit of all future property owners in the Battleford West Country Estates Subdivision and for the benefit of BWP, its heirs, successors and assigns as owners of lands adjacent to The Lots;

NOW THEREFORE THIS DEED WITNESSETH; that in consideration of the foregoing Battleford West Properties Ltd. does hereby for itself, its assigns, its successors in title, covenant as follows:

1. All those lots and parcels of land set forth in Schedule “A” attached hereto, and being shown in a registered plan of subdivision filed in the Land Titles office for the Town of Battleford as #\_\_\_\_\_ shall be developed only in conformity with;

a) the conditions and covenants set out in this Battleford West Country Estates building scheme, and with;

b) the Building By-Laws, the Zoning By-Laws and other relevant By-Laws of the Town of Battleford.

2. All The Lots and parcels described in Schedule “A” shall be deemed to form the Battleford West Country Estates Building Scheme, and the land use and building restrictions and conditions herein shall be deemed to be covenants running with the land and shall be binding upon and enure to the benefit of all lots and parcels and owners thereof in said Scheme. Such land use and building restrictions and conditions may be enforced by the owner of any lot or parcel described in the attached Schedule herein, or by BWP by reason of its ownership of lands adjacent to The Lots set forth in the attached schedule.

3. BWP shall appoint a committee of architecture, hereinafter referred to as “the Design Committee” which shall consist of three persons. The design Committee so constituted shall continue in office from the time of its appointment until December 31<sup>st</sup>, 2009, at the sole discretion of BWP, and thereafter unless and until its members are replaced by the majority of The Lots. IN THE EVENT that a member of the Design Committee resigns, dies, or becomes incapacitated from performing his duties as a member of the Committee, the remaining members of the Design Committee may fill the vacancy by appointment of a new member. The owners, for the time being, of five or more of the

lots may from time to time, be giving twenty (20) days notice, summon a meeting for the purposes of electing a new Design Committee to replace the existing Design Committee. In this Building Scheme notice shall be deemed to have been received by the owner of any of The Lots forty-eight (48) hours after a letter is mailed to the address of the owner of a lot as from time to time recorded with the Town of Battleford, or its successor municipality.

**4.** It shall be the general purpose of the Design Committee, when formed, to ensure the maintenance of a high standard of architecture in such a manner as to enhance the aesthetic properties of buildings and their appurtenances, constructed on any of The Lots. The Design Committee shall be guided by the Building Scheme and shall interpret the Building Scheme and shall determine whether such conditions contained in this Building Scheme are being complied with and shall have the power to enforce compliance in any manner that the Design Committee deems appropriate. The Design Committee may grant exceptions to any conditions herein, when and if the enforcement of such conditions would be unreasonable and impractical, and thereby create undue hardship in individual conditions. The Design Committee may adopt such further reasonable rules and regulations as it deems necessary to carry out its duties.

**5.** No failure on the part of BWP or the Design Committee or of any other owner or owners to enforce promptly and fully the conditions and covenants and restrictions of this Building Scheme shall be or be deemed to be a waiver of the right of BWP or any owner or owners to enforce the conditions, covenants, and restrictions of this Building Scheme. The Restrictive Covenants contained herein are severable; and the invalidation of one shall not invalidate any other Restrictive Covenant or performance standard herein, and such covenant or standard shall be independent to such extent that the waiver of any one or more of these restrictive covenants or performance standards by BWP or by the owner or owners of any of The Lots, shall in no way be construed as a waiver of any of the other restrictive covenants or performance standards.

**6.** For the purpose of carrying out its functions under this building scheme, the Design Committee may hire, employ, and retain engineers, architects, surveyors, planners, solicitors, and costs incurred in the operation of the Design Committee shall be borne by BWP until December 31, 2009 and thereafter by the owner or owners of lots in the Building Scheme who request or require to receive the approval of the Design Committee. The Design Committee and its members acting in good faith shall be indemnified by all the owners of lots contained in the Building Scheme from any costs, fees, damages, or expenses which they may be required to pay to any lot owner in the Building Scheme by any court of competent jurisdiction.

**7.** The land covered by this Building Scheme shall be used for private residential purposes only, and no attached or semi-detached house, duplex or apartment or any house designed for more than one family shall be erected on the said lands, and no out buildings other than a garage or summer house, and no more than one attached dwelling

house may be erected on any one lot in the subdivisions, provided that nothing herein shall prevent the owner of any lot making adequate provision for domestic staff.

**8.** No residence shall be used for any other purpose than that of a private dwelling for a single family and/or its domestic staff.

**9.** None of the land within the Building Scheme or any buildings erected thereon shall be at any time used for the purpose of any profession, trade or business of any description, or as a school, hospital, or other charitable institution; or as a hotel, apartment house, boarding or lodging house, or place of public resort.

**10.** All developments and construction upon a lot shall comply with any relevant bylaw of the Town of Battleford

**11.** All construction and development upon The Lots shall be done in a good and workmanlike manner, in accordance with the National Building Code of Canada, and all necessary approvals of any federal, provincial, municipal government or agency having jurisdiction shall be first obtained.

**12.** The purchaser of any lot shall be responsible for all damages to adjacent lands as a result of any construction or other activities on or near the subject lands or other parts of the development. In particular the purchaser of any lot agrees to pay for all damages to the road, water system, utility systems, survey pins, fences and other items. If any damages exist at the date of purchase, such damages must be documented and brought to the attention of BWP in writing.

**13.** None of The Lots shall be used as a junkyard, auto stores, or graveyards, slaughter house, stockyard, or for boxcars or flammable substances above the ground. No lot shall be used for depositing, dumping, burning or storing of any refuse, trash, garbage, or discarded building materials. All rubbish, trash or garbage shall be removed from the property, and shall not be allowed to accumulate thereon.

**14.** No exterior or interior signs, advertisements, or billboards of any kind shall be erected or exhibited in any manner on or about any of the said lots, without the prior written approval of the Design Committee or BWP. Such approval shall be in the form prescribed by BWP or the Design Committee. The issuance of approval shall be within the sole reasonable discretion of the Design Committee or BWP, provided that the owner of any lot or his agents may post a sign upon any of The Lots advertising The Lot for sale or lease.

**15.** No cattle, horses, sheep, poultry, hogs, swine or other livestock shall be kept or maintained on any of the said lots. This paragraph shall not be construed however as a prohibition or in any manner interfering with the reasonable keeping of ordinary domestic

pet animals; provided that no business for selling ordinary domestic pet animals shall be established on any of the said lots.

**16.** No main wall or other building shall be erected within a distance of 30 feet of the front property line of any lot, nor closer to the side boundary of any lot nearer than 10% of the width of such lot.

- 17.** (1) Except as provided herein, no person shall allow any portion of the principal Building on any of the lots to project over or on the yard
- (2) the portions of and attachments to a principal building which may project over or On a lot are:
- i) a cornice, a balcony, a belt course, a sill, a canopy, or eaves which project over a yard a distance not exceeding one-half (1/2) of the width of the smaller side yard required for the site;
  - ii) an unenclosed veranda, porch, eave, or a canopy or open balcony individually supported by cantilever which projects not more than forty-eight (48) inches over a conforming front yard;
  - iii) a chimney which is not more than eight (8) feet wide may project two (2) feet into a side yard if such projection shall not reduce the yard less than three (3) feet;
  - iv) unenclosed steps with or without a landing;
  - v) the eaves of a private garage or other accessory building if such eaves are no closer than eighteen (18) inches to a property line

**18.** No buildings shall be erected on the lands unless plans showing the location of the said buildings on the properties, elevations, design and location and type of fencing have been submitted to BWP or to the Design Committee and written approval obtained. It is the intention of the parties hereto that all residences erected on the said lands shall have as far as possible, a desirable view of the surrounding countryside and no residences or other buildings shall be placed on the lands unless the location of the building on the lands has been approved by BWP or by the Design Committee.

**19.** No buildings shall be erected on the said lands unless the color and exterior design of the building shall have been approved by BWP or by the Design Committee and no alteration of the color or exterior design of any building upon the said lands shall be made without the approval of BWP or the Design Committee.

**20.** No addition to any buildings, or any change in color scheme of any buildings shall be made unless the plans and specifications and details have been submitted to BWP or to the Design Committee and approval in writing obtained.

**21.** Every building shall be completed in accordance with the plan approved by BWP or by the Design Committee, as aforesaid, before it is occupied and no building shall be deemed to be completed until the grounds and surroundings are improved in such a

manner except for seeding and general landscaping as to be in keeping with the general appearance of the surrounding lands.

**22.** No trailer, or mobile home or living accommodation or truck exceeding one (1) ton capacity shall be parked or placed on the lands except in the garage erected thereon or in a screened area, providing that nothing herein shall prevent an owner permitting trucks, trailers, or mobile homes to be parked on any of The Lots for a period not exceeding forty-eight (48) hours for the purposes of loading or unloading goods and merchandise.

**23.** No excavation shall be made on The Lots except for the purposes of building, or for the improvement of the gardens or grounds thereof. No soil, sand or gravel shall be removed from The Lots except with the permission of BWP or the Design Committee.

**24.** The owner of any lots herein covenants and agrees to provide easements and rights of way for the construction of services, ingress and egress, upon and through The Lots.

**25.** The water services shall be taken from The Town of Battleford, or its successor municipality and not from any other party, individual well, or similar systems for water.

**26.** No evaporation or air-heating or conditioning unit or tower shall be located on the roof of any structure unless screened by walls or other adequate means in such a manner as to conceal them from the view of neighboring lots and streets. All such units, clotheslines, fixtures, swimming pool filters, water systems, woodpiles, or storage piles, articles, goods or materials, business or personal, shall be walled in or kept screened by adequate plantings, walls or other means in such a manner as to conceal them from the view of the neighboring lots and streets.

**27.** No outdoor toilets may be erected or maintained on any part of any lot or property except during construction on the applicable lot or property.

**24.** No person shall alter the existing natural drainage without the prior written approval of BWP or the Design Committee.

**28.** All open areas of the said lots shall be maintained in a dust-free condition by landscaping with trees, shrubs, suitable ground cover, undisturbed natural growth or by covering with a material that will provide an all-weather surface.

**29.** No person shall construct an access for ingress and egress until the same have been approved by BWP or the Design Committee.

**30.** No unscreened out-door storage shall be permitted and all areas used for storage shall be enclosed on all sides by a masonry wall or solid fence not less than six (6) feet nor more than eight(8) feet in height. No materials or products shall be stacked to exceed the

height of the wall. The owner of any lot shall provide graveled or surfaced parking sufficient for four (4) cars.

**31.** Should it be necessary at any time for BWP or the Design Committee to employ counsel, to enforce any of the provisions, conditions, restrictions, performance standards or covenants herein contained, all costs incurred in the enforcement thereof including but not limited to a reasonable fee for counsel shall be paid by the owner or owners of a lot or lots who through their breach make it necessary for BWP or the Design Committee to enforce such provisions, conditions, restrictions, performance standards or covenants.

**32.** BWP or the Design Committee and the members thereof shall have a lien upon such lot or lots to secure payment and restitution caused by any breach of the provisions, conditions, restrictions, performance standards or covenants herein contained.

**33.** If, in the opinion of BWP or the Design Committee, any such owner is failing in his duty and responsibility, then written notice shall be given to the owner at his address filed with the Town of Battleford, or successor municipality, to undertake the care and maintenance required to restore the said property to a safe, clean, attractive and lawful condition. Should such owner fail to fulfill or commence to fulfill this duty and responsibility within seven (7) days from receipt of such notice, then BWP and the Design Committee shall have the right and power to undertake such care and maintenance. The owner of the property on which such work is performed shall be liable for the cost of any such work and shall promptly reimburse BWP or the Design Committee for the cost thereof. If such owner shall fail to comply within thirty (30) days after being billed therefore, then said cost including all reasonable expenses incurred therefore shall be a debt of such owner payable to BWP or the Design Committee, and shall be a lien against any such owner's property.

IN WITNESS WHEREOF Battleford West Properties Ltd. has hereunto caused its corporate seal to be affixed as attested to by its proper officers duly authorized in that behalf.

Battleford West Properties Ltd.

Per: \_\_\_\_\_