

Schedule "A"

This Agreement dated the ____ day of _____, 20____.

BETWEEN: Prairie Skies Resort & Marina Ltd.
of P.O. Box 3370, Humboldt, SK, S0K 2A0

(the "Developer")

AND: _____ and _____
both of _____

(the "Property Owner")

Building Specification and Development Agreement

WHEREAS the Developer owns land at Lucien Lake, in the District of Middle Lake, Saskatchewan, and intend to develop it;

AND WHEREAS the Property Owner has entered an agreement to purchase a parcel of land at Lucien Lake from the Developer;

AND WHEREAS both parties desire that the development be an aesthetically pleasing, and sanitary development;

AND WHEREAS the Developer requires all Property Owners to comply with the building and property development specifications contained herein;

THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the Developer selling a lot at Lucien Lake to them, the Property Owner agrees that their ownership of the property shall be subject to the following restrictions and agrees to be bound by the terms and conditions set out herein:

1. Purpose of Building and Development Agreement

1.1 The Property Owner agrees that the purposes underlying this agreement include, but are not limited to:

- i) preservation of the natural environment as much as possible;
- ii) protection and maintenance of the market value of the property;
and
- iii) respect for the rights of neighbouring Property Owners.

1.2 All development must comply with the Rural Municipality of Three Lakes #400 Zoning Bylaw Section 10, pertaining to the “R/R - Recreational Resort District” to accommodate the development of seasonal, medium density, recreational resort uses. In accordance with the Zoning Bylaw, all development must be designed to ensure land use compatibility with surrounding residential and agricultural uses, and must protect or enhance the natural environment.

2. Utility Easements

2.1 Some properties will be subject to easements in favour of SaskPower for location of a transformer, and/ or easements in favour of SaskEnergy. The location of the transformer and which lots will be effected by Easements, will not be known until SaskPower and SaskEnergy complete their design work. The Property Owner acknowledges and agrees that the lot they are purchasing may be subject to such an easement, and that there shall be no decrease or abatement of the purchase price.

3. Provision of Services

3.1 At the date of execution of this Agreement, SaskPower Corporation has agreed to provide power services to the development, SaskEnergy Corporation has agreed to provide natural gas, and SaskTel Corporation has agreed to provide telephone services to the development. The Developer makes no representations or warranties that such services will be available from the utility service providers indefinitely.

3.2 The purchase price of the lot includes power, natural gas, and telephone utility service to the lot boundary. The Property Owner shall be responsible for the costs associated with delivery of power, natural gas, and telecommunication services within the lot boundaries, including but not limited to hook-up, maintenance, upgrades, and consumption charges.

4. Road Maintenance

4.1 In accordance with the servicing agreement between the Developer and the Rural Municipality of Three Lakes, the Developer shall develop the main access road to the recreational resort district. In accordance with the terms of the servicing agreement between the Developer and the Rural Municipality of Three Lakes, the Developer is responsible for the maintenance and repairs to the main access road, only for a one (1) year period from the date of completion of the road. Thereafter, Rural Municipality of Three Lakes #400 has agreed to provide gravel road maintenance. The Developer makes no representations or warranties that such road maintenance services will be provided by the Rural Municipality of Three Lakes indefinitely.

4.2 The Property Owner is solely responsible for maintenance and snow removal in regard to their own Driveway.

4.3 The Property Owner bears sole responsibility for all costs associated with the construction of an access road (“Driveway”) to their lot, and the installation of any culverts that may be required in such a Driveway. Construction of such Driveway must meet municipal standards, and pre and post construction approval of the Rural Municipality of Three Lakes foreman is advisable. Construction specifications include:

- i) Minimum of 1 meter inset from the property boundary.
- ii) Inclusion of a steel culvert 400 mm in diameter, in a length approved by the RM of Three Lakes.
- iii) Width of approach must be a minimum of 8 meters or as otherwise approved by the RM of Three Lakes, with surface crowing that facilitates appropriate drainage to existing ditch areas.
- iv) All driveways shall be graveled. Dirt or grass driveways are not permitted.

5. Further Sub-Division of Lots Prohibited

5.1 All Property Owners are expressly prohibited from undertaking any further sub-division of their lot. However, the Developer maintains the right to subdivide and develop additional lots in the area.

6. Built Element Performance Standards

6.1 Property Owners are advised that The Rural Municipality of Three Lakes #400 requires permits for moving, construction and demolition of structures greater than 100 sq ft. Property Owners are solely responsible for obtaining any moving, construction or demolition permits, or any inspections required by the Rural Municipality of Three Lakes #400, and are solely responsible for all costs associated with the same.

6.2 Property Owners may place, construct, or erect a maximum of one CSA approved, Class A Motor Home, Class C Motor Home, Fifth Wheel, or Park Model Home, on their lot (hereinafter referred to as “R.V. Unit”). Motor homes, fifth wheel trailers, and park model homes that are not CSA approved, in a state of disrepair, unsightly, or in an otherwise dilapidated state, are strictly prohibited.

6.3 All R.V. Units constructed, erected, or placed on lots must meet have been CSA approved at the date of their construction or fabrication, and must bear the CSA seal of approval. Mobile home trailers, single detached dwellings and trailer coaches that do not meet the CSA standards are strictly prohibited.

6.4 All park model units shall be skirted or parged within one (1) year of construction or delivery.

6.5 Skirting or parging of foundation on park model units, and decks must be of either vinyl, vinyl clad material, stucco, rock, brick or similar finishing materials.

6.6 Accessory buildings constructed or placed upon a lot must be of maintenance free construction and in accordance with the construction standards set out elsewhere in these building specifications.

6.7 Sheds may be constructed of wood, vinyl or metal. Sheds of wood construction must be sided with a maintenance free material including vinyl siding, stucco, brick, aluminium, or other aesthetically pleasing maintenance free product.

6.8 Gazebos may be used for the purpose of providing shade and housing a picnic table and chairs. Gazebos must be anchored securely so as not to become a hazard to adjacent property. Gazebos shall be kept neat, tidy and in good repair at all times or must be removed from the property.

6.9 Property Owners that wish to protect tires from the sun are required to use tasteful covers. Unpainted plywood or plastic tarps are not allowed.

6.10 Any fencing must be limited to the Property Owner's lot, and it is the individual Property Owner's responsibility to ensure that fencing does not encroach on neighbouring properties, municipal reserve, or environmental reserve areas. Location of property boundaries will be indicated by survey pins. Any additional identification of property boundaries will be responsibility of the Property Owner. Barbed-wire fencing is not permitted on any lot, for any purpose whatsoever.

7. Setback Requirements

7.1 The maximum area of a detached garage shall not exceed 80.4 sq. m (864 sq. ft.) and the maximum height shall not exceed 5.5 m. (18ft).

7.2 The cumulative total square footage of all R.V. Units, Park Model Units, buildings, temporary vacation trailers, and structures (whether attached or unattached) shall not exceed 40% of the maximum surface area of the lot.

7.3 All R.V. Units, Park Model Units, temporary vacation trailers, buildings and structures constructed, or placed upon the property must comply with the following setback requirements (setbacks are to be measured from the portion of the structure located closest to the edge of the property):

- (i) Setbacks for R.V. Units, Park Model Units and garages
 - (a) Front- 6 metres (20 ft)
 - (b) Side - 2 metres (5 ft)
 - (c) Rear- 3 metres (10 ft)

- (ii) Setbacks for non-enclosed sundecks
 - (a) Front – 3 metres
 - (b) Side – 1 metre
 - (c) Rear – 1 metre

- (iii) Enclosed sundecks
 - (a)Front – 3 metres
 - (b) Side – 2 metres
 - (c) Rear – 2 metres

7.4 Eaves or overhangs on any R.V. Unit, Park Model Unit, temporary vacation trailer, building, or structure, of any nature, shall not encroach upon the property line of the adjacent lot.

8. Temporary Use Vacation Trailers

8.1 Property Owners are permitted to use one Vacation Trailer from time to time for temporary sleeping accommodation of unpaid guests, for a period not exceeding 60 cumulative days from April 1st to October 31st in each year, provided that such use shall not exceed 15 consecutive days at a time.

8.2 For the purposes of this Agreement, a vacation trailer includes any self-propelled, or non-self-propelled vehicle designed for occupancy as a seasonal dwelling, or sleeping place, that is less than 7.6 meters (25) feet in length, excluding any towing apparatus at the front of the unit.

8.3 No Vacation Trailer shall be connected to any piped water supply or waste disposal system on any site, regardless of whether that system serves the primary dwelling on the lot. The facilities and amenities of the primary R.V. Unit on the lot shall be available at all times for the use of the guests occupying the Vacation Trailer.

8.4 No Vacation Trailer shall have a maximum floor area exceeding 22 sq. m (236 sq. ft.).

8.5 No Vacation Trailer shall be kept for the purpose of providing paid guest accommodations.

9. Parking

9.1 Property Owners are encouraged to establish primary storage for their watercraft beside or behind the main R.V. Unit, to minimize the watercraft's visibility from the municipal road.

9.2 Parking on all lots is restricted to either:

- (i) Three passenger vehicles
- (ii) Two passenger vehicles, one watercraft
- (iii) One passenger vehicle and two watercraft

9.3 All passenger vehicles or watercraft must be parked on the Property Owners lot or in an area specifically designated for accessory parking. No parking of passenger vehicles or watercraft is allowed along the roadways or municipal reserve areas.

10. Preservation of Vegetation, Landscaping & Site Maintenance

10.1 Property owners shall not have open fires, except in properly constructed fire pits and in accordance with applicable provincial and municipal regulations.

10.2 The Property Owner is expressly prohibited from clearing any vegetation outside the boundaries of their lot, whether in the Municipal reserve area, the neighbouring property, or elsewhere.

10.3 Basic landscaping on the property is mandatory. The Property Owner shall be responsible for all maintenance on the property including, but not limited to: mowing and trimming of grass, weeds, trees, etc. This includes abiding by Rural Municipality of Three Lakes bylaws regarding mandatory control of noxious weeds.

10.4 No open excavations shall be permitted on the property and no soil, sand or gravel shall be removed from the property except for the purpose of construction on the property, or for the improvement or landscaping of the property.

10.5 Tarp covers are not permitted for long term storage of any materials. No motor vehicle, watercraft or golf cart may be covered by an ordinary tarpaulin. Use of custom fitted, commercial, fabric coverings are encouraged.

11. Livestock & Pets

11.1 No poultry, birds, livestock (swine, cattle, sheep, goats etc.) or animals of any kind other than domestic pets (dogs and cats) shall be kept on the property.

11.2 No domesticated household pets, regardless of type, shall be permitted to run at large.

12. Sanitation Requirements

12.1 The Property Owner will be responsible to supply water to their R.V. Unit in compliance with regulations set forth by the Saskatoon Health Region.

12.2 The Property Owner is responsible to provide a sewage/septic system, for their own grey and sewage water disposal, and agree to follow all Federal, Provincial, Municipal, and Regional regulations with respect to the same, including, but not limited to *The Saskatchewan Pollution & Drainage Regulations*, and *The Shoreland Pollution Control Regulations*.

12.3 No septic field pumpouts are permitted.

12.4 The Property Owner further agrees that it will comply with all rules and regulations set out by the Saskatoon Health Region in regard to waste management and any other subject, and any further regulations or rules declared by any Federal, Provincial, Municipal, or regulatory body after the date of execution of this Agreement.

12.5 The Property Owner acknowledges and agrees that pursuant to the bylaws of the Rural Municipality of Three Lakes No. #400, waste water disposal must be handled by a licensed operator and dumped in a licensed facility.

12.6 All plumbing and sewage systems require a permit and inspection from the Saskatoon Health Region.

12.7 All water and wastewater tanks must be buried or contained within an accessory building that complies with construction specifications contained herein. No exposed water or wastewater tanks, or water supply systems will be permitted on the properties.

12.8 Property Owners agree that neither the Developer nor the Rural Municipality of Three Lakes are responsible to provide for the disposal of the Property Owner's garbage.

12.9 The Property Owner is responsible for removal of their household waste and garbage disposal. Construction garbage must be removed from the property on a monthly basis. The Property Owner shall abide by all other garbage disposal regulations imposed by the Rural Municipality of Three Lakes.

12.10 No rubbish, trash, garbage or other waste material shall be kept or permitted on any property except in a sanitary container that prevents odour from escaping, which may be offensive to adjoining Property Owners, or which may interfere with the use and enjoyment of adjoining properties. The property owner shall keep their lot neat and clean at all times. No accumulation of junk or debris of any kind shall be permitted around, on or under their unit or property.

12.11 No lumber, grass, shrubs or tree clippings, plant waste, metals, bulk materials, scrap, unsightly objects, construction materials, or debris shall be kept, stored or allowed to accumulate on any portion of the property except within an enclosed structure screened from view.

12.12 Property Owners are advised that garbage disposal services may be contracted for with REACT Waste Management by either individual lot owners, or as a collective of lot owners, by the Property Owners purchasing or leasing a designated disposal dumpster and paying REACT the prescribed fees for emptying of the dumpster on a scheduled basis. Property Owners are advised to contact REACT directly to enquire about the provision of such services. Alternately, Property Owners may haul their garbage to any REACT transfer station during public hours of operation.

13. Compliance With Laws

13.1 The Property Owner understands that the terms and conditions set out herein are a minimum and the Property Owner must comply with all applicable Federal, Provincial, and Municipal building codes and zoning regulations, environmental laws and all applicable regulations from any other governing body or authority.

13.2 The covenants contained herein are in addition to the requirements of any municipal or other governmental authorities having jurisdiction in regard to the use of the properties, and nothing herein shall be construed as permitting or authorizing anything which is otherwise prohibited, controlled or regulated by any statute, bylaw, or regulation.

13.3 The Developer will not be held liable and is absolved from any responsibility for the breach of any Federal, Provincial, or Municipal statute, regulation, bylaws, policies, or building requirements by any Property Owner.

14. Agreement to Run with the Land

14.1 The Property Owner understands that this agreement constitutes a restrictive covenant and is binding on their heirs, executors and assigns, and that the agreement shall bind all subsequent purchasers. The Property Owner expressly acknowledges that it has been made aware that an Agreement containing terms identical or substantially identical to those herein will be registered against Title to the Lot, for the protection of the Property Owner and other lot owners in the subdivision being developed by the Developer. The Developer shall bear all Land Titles and legal fees associated with registration of such an Agreement.

15. Use of Recreational Vehicles

15.1 The Developer has developed a number of walking paths that allow the Property Owners to use the paths for pedestrian or bicycle traffic only. Driving any type of vehicle, recreational vehicle, all terrain vehicle, or other motorized vehicle on the walking paths is expressly prohibited. However, the Developer maintains the right to use motorized vehicles for the construction and/or maintenance of the recreational pathways.

15.2 Pleasure riding of snowmobiles, motorcycles, and all-terrain vehicles of any type must be done in accordance with applicable federal, provincial and municipal legislation, and in regard to the rights of fellow property owners to have quiet use and enjoyment of their property.

16. Lake Access

16.1 The Property Owners acknowledge and agree that their access to the lake for the purposes of boating, or introducing any type of water craft into the lake, shall be through the marina and/or boat launch area. Launching any type of boat, sea-doo, or other water craft whether motorized, or not, from the Municipal Reserve area or in front of the lakefront lots is expressly prohibited.

16.2 Property Owners agree not to encroach on the lots owned by lakefront lot owners, and agree that their use of the lakefront area shall be limited to the dedicated Municipal Reserve areas, and in accordance with the preceding paragraph.

16.3 Property Owners shall not construct a boat launch or install a dock adjacent to the Municipal Reserve area or in front of the lakefront lots at any time. Property Owners agree to use the inland marina and boat launch to access Lucien Lake for aforementioned purposes.

17. Prairie Skies Resort & Marina Property Owners Association

17.1 Throughout the development phase, the Developer will maintain the green spaces and trails and administer the implementation of the building and property specifications contained herein. However, the Developer will not be responsible for on-going maintenance and administration in the development after the development phase has been completed. Therefore, the Developer hereby puts Property Owners on notice that the Developer recommends that at the end of the development phase, a Property Owners Association be formed, for purposes which include, but are not necessarily limited to the following:

- (i) Administration and maintenance of the green spaces and trails.
- (ii) Administration and modification of the building and property specifications contained herein, as deemed necessary.
- (iii) To identify and negotiate any shared opportunities.

18. Enforcement of Covenants

18.1 The Developer, or any other Property Owner shall be entitled to bring a proceeding against any person or persons violating any covenant or restriction contained herein, and in such proceeding may seek any remedies available at law or in equity. Failure by the Developer or any Property Owner to enforce any covenant or restriction herein shall not be deemed to be a waiver of the right to do so thereafter.

18.2 Nothing herein shall require or obligate the Developer to enforce the provisions of this document or render the Developer liable for the failure of any Property Owner to adhere and conform to the covenants contained in this document.

19. Miscellaneous

19.1 This agreement shall be governed by the laws of the Province of Saskatchewan.

19.2 The parties hereto agree to execute all further documents necessary to give effect to this agreement.

19.3 Time shall be of the essence.

IN WITNESS WHEREOF the Developer, Prairie Skies Resort & Marina Ltd., has hereunto set affixed its seal, attested to by the proper signing officer in that regard, this ____ day of _____, 20_____.

Prairie Skies Resort & Marina Ltd.

Per: _____

IN WITNESS WHEREOF the Purchasers, have hereunto set their hands and seals this ____ day of _____, 20_____.

SIGNED, SEALED AND DELIVERED)
in the presence of) _____
)
)
)
) _____

Witness