

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

BETWEEN: Prairie’s Edge Development Corporation
of P.O. Box 3370, Humboldt, SK, S0K 2A0
(the “Developer”)

AND: _____
of _____
_____ (the “Property Owner”)

BUILDING SPECIFICATION AND DEVELOPMENT AGREEMENT

WHEREAS the Developer owns land at Lake Diefenbaker, in the Rural Municipality of Loreburn, and intends to develop a recreational resort subdivision called Sunset Beach at Lake Diefenbaker;

AND WHEREAS the Property Owner has entered an agreement to purchase a parcel of land in the Development from the Developer;

AND WHEREAS all Properties or parcels to be sold by the Developer, within the Development are designated as Recreational Resort Zoning within the Rural Municipality of Loreburn’s Zoning Bylaw;

AND WHEREAS both parties desire that the Development be aesthetically pleasing, and sanitary for all Property Owners;

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 Property in the Development 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:

ARTICLE 1: INTERPRETATION

1.01 In this Agreement, the following words shall have the following meanings:

- i) Accessory Use means a use customarily associated with, incidental to, and subordinate to the principal use or building and located on the same site with such principal use or building.
- ii) Accessory Building means a subordinate detached building apart from the main building or main use and located in the same site, which provides better and more convenient function of the main building or main use.
- iii) Accessory Recreation Residences means a residence located within an Accessory Building, intended to allow extended family members temporary accommodation and which may include sleeping and/or sanitary facilities, but shall not contain a kitchen or any kitchen related facilities, such as a stove, refrigerator, dishwasher, or kitchen sink.
- iv) Development means the recreational resort subdivision called Sunset Beach at Lake Diefenbaker, located within the Rural Municipality of Loreburn

- v) Dwelling (Single Family Detached) means a detached building consisting of one dwelling unit as defined here; and occupied or intended to be occupied as a permanent home or residence for a single family but shall not include a mobile home, modular home, or trailer coach as defined herein.
- vi) Mobile Home means a trailer coach bearing CSA Z240 certification for mobile homes (or a replacement thereof):
 - a. That is used as a dwelling;
 - b. That has water faucets and shower, or other bathing facilities, that may be connected to a water distribution system;
 - c. That is equipped with facilities for washing and water closet, or other similar facility which may be connected to a sewage system
- vii) Modular Home means a factory built home that is manufactured as a whole or modular unit and is designed to be moved on a removable chassis to be used as one dwelling unit, and is certified by the manufacturer that it complies with the Canadian Standards Association Code CSA-A277 standard.
- viii) Property means the Titled parcel of land in the Development sold by the Developer to the Property Owner.
- ix) Recreational Vehicles means a self-propelled recreational vehicle used for personal pleasure or travels by an individual or a family. Notwithstanding the generality of the foregoing, this may include: Boats, Snowmobiles, Quads, All Terrain Vehicles, or Motorcycles.
- x) R.V. Units means a vehicle, which may or may not be self-propelled, used for personal pleasure or travels by an individual or a family which may or may not be towed behind a principle vehicle. Notwithstanding the generality of the foregoing, may include: Motorhomes, Campers and Trailers, provided that they are either a CSA approved Class A Motor Home, Class C Motor Home, Fifth Wheel, or Park Model Home.
- xi) RM of Loreburn means the Rural Municipality of Loreburn No. 254, a Municipal Corporation incorporated within the Province of Saskatchewan, pursuant to the *Municipalities Act*.
- xii) RTM means a new single detached dwelling built off-site to national building code standards and moved on, and permanently attached to, a foundation meeting national building code standards
- xiii) Sign or Signs means any device displayed in any manner for the purpose of drawing attention to a Property which identify or advertise any object, or Property.

ARTICLE 2: PURPOSE OF BUILDING AND DEVELOPMENT AREA

2.01 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.

2.02 Development on any Property by all Property Owners must comply with the RM of Loreburn Zoning Bylaw No. 02/ 2013, pertaining to the Resort Residential District, as may be revised or amended from time to time. At the present time, the RM of Loreburn Zoning Bylaw No.

02/2013 accommodates the development of Single Family Detached Dwellings (including RTMs), RV Units (includes Mobile Homes, and camper trailers), Accessory Buildings, and Accessory Recreation Residences. Provided that only one primary use per site shall be permitted. All development must be designed to ensure land use compatibility with surrounding residential and agricultural uses, and must protect or enhance the natural environment.

ARTICLE 3: UTILITY EASEMENTS

3.01 Some properties will be subject to easements, now or in the future, in favour of suppliers of water, power, gas, telephone, internet and wastewater utilities and services, including SaskPower for location of a transformer. The Property Owner specifically acknowledges and agrees that the Property they are purchasing may be subject to such an easement, and that there shall be no decrease or abatement of the purchase price.

ARTICLE 4: PROVISION OF SERVICES

4.01 At the date of execution of this Agreement, SaskPower Corporation has agreed to provide power services to the Development. The Developer makes no representations or warranties that such services will be available from the utility service provider indefinitely.

4.02 Conditional upon such utility service becoming available the Property includes supply and install of a SaskPower approved pedestal and power service to the Property boundary. The Property Owner shall be responsible for the costs associated with delivery of power, within the Property boundaries, including but not limited to hook-up, maintenance, upgrades, and consumption charges.

ARTICLE 5: ROAD MAINTENANCE

5.01 In accordance with the servicing agreement between the Developer and the RM of Loreburn, the RM of Loreburn has agreed to provide all season gravel road maintenance for the main access road and the internal subdivision roadways. The Developer makes no representations or warranties that such road maintenance services will be provided by the RM of Loreburn indefinitely.

5.02 The Property Owner is solely responsible for maintenance, including grass cutting and trimming and snow removal in regard to their own driveway, approach and the ditch area adjacent their property. Property Owners shall, at their sole expense, maintain all areas adjacent to their property from their titled Property boundary to the edge of the roadway, including but not limited to the Property approach, the sides of the approach, and the ditch between the Property and the roadway. Neither the Developer nor the RM of Loreburn shall be responsible to provide any maintenance in regard to the ditch, driveway, or approaches to any Property.

ARTICLE 6: OWNER OCCUPANCY

6.01 It is the intention of the Developer, the Property Owner, and all other Property Owners within the Development that properties shall be strictly owner-occupied. Property Owners are expressly prohibited from leasing, or renting out their Property for any commercial purposes, and from leasing or renting out their Property as a commercial venture. Property Owners are further discouraged from leasing or renting out their Property to any third party, even for recreational residential use.

6.02 Property Owners are expressly prohibited from displaying any Signs on their Property, on Municipal Reserve and Environmental Reserve areas, or any other location within the Development, advertising their Property for lease or rent.

ARTICLE 7: SIGNS

7.01 Properties within the Development are subject to the RM of Loreburn sign regulations and restrictions contained in Bylaw 02/2103. The use of Signs within the Development is further restricted as follows:

- i) No Property Owner, nor their agent or employee, shall install, erect, place, or display any Sign on their Property, advertising any object or item for sale, or rent;
- ii) No Property Owner, nor their agent, or employee, including a real estate agent, shall install, erect, place, or display any Sign on their Property advertising their Property for sale, if the Property remains undeveloped, unless the express written consent of the Developer has first been obtained, which consent may be withheld by the Developer until such time as all undeveloped Properties within the Developer's inventory have been sold. For the purposes of this paragraph undeveloped Property shall mean any Property which is being sold as a vacant Property, without the associated sale of an R.V. Unit, Mobile Home, or Single Family Detached Dwelling located on the Property.
- iii) A Property Owner advertising the sale of their developed Property may install a maximum of one Sign on their Property, advertising sale of the Property, provided that such sign is not greater than 24 inches in length and 24 inches in width.

ARTICLE 8: PERMITTED DEVELOPMENT

8.01 Property Owners are advised that RM of Loreburn requires Development Permits and Building Permits. A permit will be required 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 RM of Loreburn, and are solely responsible for all costs associated with the same.

8.02 In accordance with the RM of Loreburn Zoning Bylaw 02/2013, **only one principal use shall be permitted on any Property.** Property Owners may place, construct, or erect a maximum of:

- i) One Single Family Detached Dwelling, being either new construction, a new RTM or a new modular or mobile home; or
- ii) One RV Unit (CSA approved Class A Motor Home, Class C Motor Home, Fifth Wheel, etc); or
- iii) One Mobile Home;
- iv) It is expressly prohibited to have more than one primary use per Property.

8.03 Property Owners may have guests utilize RV Units on the Property, provided that such use is in accordance with the RM of Loreburn bylaws. Property Owners are responsible for contacting the RM of Loreburn directly to determine the applicable regulations in this regard.

8.04 All Dwellings located on the Property must be of new construction, utilizing new building materials. Provided however, that the Developer and the RM of Loreburn may, from time to

time, approve existing Dwellings to be constructed, erected, or placed on the Property; placement of such Dwellings must be approved by both the Developer and the RM of Loreburn in advance of placement on the Property. All RM of Loreburn building standards and all aesthetic conditions imposed by the Developer must be met before placement of previously constructed Dwellings will be approved. Any improvements, changes, or revisions to the Dwelling required by either the Developer or the RM of Loreburn, as a condition of approval for placement on the Property, must be completed prior to the Dwelling being placed on the Property.

- 8.05 All R.V. Units constructed, erected, or placed on Property must have been CSA approved (where applicable) at the date of their construction or fabrication, and must bear the CSA seal of approval. Mobile Homes, motor homes, fifth wheel trailers, and trailer coaches, and the like that are not CSA approved, or which are in a state of disrepair, unsightly, or in an otherwise dilapidated state, are strictly prohibited.
- 8.06 All Mobile Homes shall be skirted or parged within one (1) year of construction or delivery.
- 8.07 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.
- 8.08 Accessory buildings constructed or placed upon a Property must be of maintenance free construction and in accordance with the construction standards set out elsewhere in these building specifications. Accessory Buildings may not be constructed of any fabric or tarp materials.
- 8.09 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, or must be otherwise sufficiently stained, sealed, and maintained.
- 8.10 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.
- 8.11 Property Owners that wish to protect tires from the sun are required to use tasteful covers. Unpainted plywood or plastic tarps are not allowed.
- 8.12 Any fencing must be limited to the Property Owner's Property, 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 Property, for any purpose whatsoever.
- 8.13 Any tanks, fuel storage, propane tanks, water tanks or similar storage facilities must be hidden behind appropriate screening by walls or structure so as to be completely hidden from view of municipal roadways, neighbouring properties and lakeshore or installed underground. Bulk fuel (gasoline or diesel) storage is prohibited.

- 8.14 Box cars, sea and rail containers are prohibited from being used as storage on individual Properties. The Developer retains the right to utilize containers in specifically designated areas in the Development. Construction of architecturally designed living structures made of sea or rail containers is not restricted.

ARTICLE 9: GRADING AND DRAINAGE

- 9.01 Property Owners are responsible for ensuring that their Property is properly graded to allow for surface drainage. Any Improvement which creates an obstruction to surface drainage, or water flowing in its ordinary course is strictly prohibited.
- 9.02 In accordance with the recommendations made by P. Machibroda Engineering Ltd. in the Geotechnical Investigation and Slope Stability Assessment dated November 6, 2017, to ensure overall continued stability of the lakefront slope the following precautions are recommended:
- i) Irrigation of lawns, trees, shrubs etc. should be kept to a minimum;
 - ii) Permanent sprinkler and/or irrigation systems are strictly prohibited;
 - iii) Drainage or discharge of water (i.e. roof downspouts, sump pump discharges, etc.) are not to be channeled over the slope and are to be directed towards the front of the Property, away from the slope;
 - iv) Run-off is to be directed toward the front of the Property;
 - v) Property shall be graded and/or landscaped to ensure there is no ponding or runoff of water over the slope;
 - vi) Existing drainage paths are not to be altered;
 - vii) Existing vegetation shall be disturbed as little as possible. Where vegetation is disturbed, erosion control and re-vegetation of the area is required to be implemented immediately;
 - viii) Construction activities (i.e. dumping of fill, construction of pathways, etc.) should not encroach on the existing slope;
 - ix) Site grading (i.e. fill placement) at the proposed house location should be kept to a minimum and should comply with the approved grading plan:

ARTICLE 10: SITE REGULATIONS AND SETBACK REQUIREMENTS

- 10.01 **It is solely the responsibility of the Property Owner to ensure that they have confirmed the current site regulations, including setback requirements, site coverage, required parking, and size of accessory use buildings with RM of Loreburn, prior to any site planning, construction, or design.**
- 10.02 Eaves or overhangs on any R.V. Unit, Mobile Homes, building, or structure, of any nature, shall not encroach upon the property line of the adjacent Property.
- 10.03 Maximum fence height- side and rear yard is 2 m (6.56 ft) and front yard is 1.2 m (3.94 ft)(Bylaw 7.7.3)

ARTICLE 11: PARKING

- 11.01 Property Owners are encouraged to establish primary storage for their watercraft beside or behind the main building, or R.V. Unit, to minimize the watercraft's visibility from the municipal road.
- 11.02 Property Owners are advised that the RM of Loreburn site regulations contained in Bylaw 02/2013 requires a minimum number of parking stalls, dependent on site usage. Property Owners are advised to confirm the minimum parking requirements with the RM of Loreburn directly.
- 11.03 All passenger vehicles or watercraft must be parked on the Property Owners Property 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.

ARTICLE 12: PRESERVATION OF VEGETATION, LANDSCAPING, & SITE MAINTENANCE

- 12.01 Property Owners shall not have open fires, except in properly constructed fire pits and in accordance with applicable provincial and municipal regulations.
- 12.02 The Property Owner is expressly prohibited from clearing any vegetation outside the boundaries of their Property, whether in the Municipal reserve area, the neighbouring property, or elsewhere.
- 12.03 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 RM of Loreburn Nuisance Bylaw (RM Loreburn Bylaw No.06/ 2013) regarding mandatory control of noxious weeds.
- 12.04 No open excavations shall be permitted on the property and no soil, sand or gravel shall be removed from the property, except for the purposes of excavation and development of a foundation or basement.
- 12.05 Material or 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 and must be kept in good repair.
- 12.06 Property Owners are advised that the RM of Loreburn Nuisance bylaw 06/2013 applies to properties, and buildings that are in a ruinous or dilapidated state of repair, that affect or may affect the amenity of the neighbourhood, people's use and enjoyment of their Property, or the safety, health, or welfare of people in the neighbourhood.
- 12.07 Property Owners shall make timely repairs of any damage sustained to the exterior of their Dwellings, RV Units, Mobile Homes, or other buildings (including accessory use buildings), within 90 days of the date the damage or disrepair occurred.

ARTICLE 13: LIVESTOCK AND PETS

- 13.01 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.
- 13.02 No domesticated household pets, regardless of type, shall be permitted to run at large.
- 13.03 Property Owners are required to abide by RM of Loreburn Bylaw No.09/2013 respecting the owning or harbouring of dogs, as may be amended or revised from time to time.

ARTICLE 14: SANITATION REQUIREMENTS

- 14.01 Property Owners shall be solely responsible to supply water to their Dwelling in compliance with regulations set forth by the Heartland Health Region.
- 14.02 Property Owners are 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*.
- 14.03 No septic field pumpouts are permitted.
- 14.04 The Property Owner further agrees that it will comply with all rules and regulations set out by the Heartland 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.
- 14.05 All plumbing and sewage systems require a permit and inspection from the Heartland Health Region. The Property Owner acknowledges and agrees that waste water disposal must be handled by a licensed operator and dumped in a licensed facility.
- 14.06 **No exposed water or wastewater tanks, or water supply systems will be permitted on the Property.** All water and wastewater tanks must be buried, located under a deck, under an R.V. Unit, or otherwise concealed from view of municipal roadways, of neighbouring properties, and lakeshore areas. In accordance with the Heartland Health Region requirements, septic tank covers cannot be contained within any building, or Accessory Building.
- 14.07 Each Property Owner shall be required to pay the RM of Loreburn any prescribed annual fee for allowing sewage and waste water from the Property to be transferred and disposed of, into the Village of Elbow Lagoon. Provided that nothing contained herein shall require either the Developer, the RM of Loreburn or the Village of Elbow to allow the dumping of sewage and waste water, indefinitely.
- 14.08 Property Owners agree that neither the Developer nor the RM of Loreburn are responsible to provide for the disposal of the Property Owner's garbage.
- 14.09 The Property Owner is responsible for removal of their household waste and garbage disposal. Construction garbage must be removed from the property on a regular basis and secured at all times so as not to blow into surrounding regions or cause a negative aesthetic impact. The

Property Owner shall abide by all other garbage disposal regulations imposed by the RM of Loreburn.

- 14.10 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 Property 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.
- 14.11 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.
- 14.12 Property Owners are required to comply with the RM of Loreburn Bylaw 06/2013 respecting nuisance properties.

ARTICLE 15: OPERATION OF VEHICLES AND MOTOR VEHICLES

- 15.01 The Developer retains the right to develop a number of walking paths and recreational trails that allow the Property Owners to use the paths for pedestrian, bicycle, non-motorized traffic only. Driving any type of vehicle, Recreational Vehicle, terrain vehicle, golf cart, 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.
- 15.02 Operation of Recreational Vehicles, including snowmobiles, motorcycles, and all-terrain vehicles of any type must be done in accordance with applicable federal, provincial and municipal legislation, including the RM of Loreburn Bylaws, and in regard to the rights of fellow property owners to have quiet use and enjoyment of their property.
- 15.03 Property Owners are advised that the RM of Loreburn has a number of Bylaws applicable to the speed, and operation of vehicles and Recreational Vehicles, including, but not limited to the following:
- i) Bylaw 08/2013 respecting: Certain Operations of All Terrain Vehicles Within the Resort Residential Zone of the Municipality.
 - ii) Bylaw 02/2014 respecting: Operating of a Golf Cart on the Public Roadways Within the Limits of the Resort Residential Zone of the Municipality.
 - iii) Bylaw 01/2017 respecting: Regulation of the Speed of Motor Vehicles with the Resort Residential Zone of the Municipality.
- 15.04 Property Owners are advised that all roads in the Development are considered public roadways and public highways, and are subject to the provisions of both the *Traffic Safety Act*, and the RM of Loreburn Bylaw No 01/2017 respecting regulation of the speed of motor vehicles, including Recreational Vehicles.

ARTICLE 16: LAKESHORE AND ENVIRONMENTAL RESERVE AREAS

16.01 Property Owners do not own any land outside of the boundaries of their respective Properties, and have no proprietary rights with respect to the same. The Property Owner specifically acknowledges and agrees as follows:

i) Under *The Planning and Development Act 1983*, Environmental Reserves must be left in their natural state in accordance with the directives of the Department of Community Planning;

Property Owner initials

ii) Property Owners do not own the land between the edge of their Property and the lakeshore. Any development of the foreshore is the responsibility of the Water Security Agency;

Property Owner initials

iii) Property Owners must be aware of, and comply with all applicable statutes, rules, and regulations in regard to the Environmental Reserve areas.

Property Owner initials

16.02 Except as expressly set out herein, the Developer does not restrict, or regulate any activities, in the Environmental Reserve or in lakeshore areas, this area being within the sole jurisdiction of the Water Security Agency and the Department of Community Planning. Any required approvals, or permits pertaining to the Environmental Reserve and lakeshore areas are the sole responsibility of the Property Owner. Property Owners are required to obtain a Lakeshore Alteration Permit/ Aquatic Habitat Protection Permit before undertaking any alteration or development of the lakeshore areas

Property Owner initials

16.03 Property Owners are not permitted to draw water from the lake except at such sites as may be designated by the Developer, in their sole discretion, from time to time. Nothing contained herein shall obligate the Developer to create or designate any such site at which water may be drawn from the lake.

ARTICLE 17: LAKE ACCESS

17.01 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 an marina and/or boat launch area.

17.02 Property Owners agree not to encroach on the Properties owned by lakefront Property Owners, and agree that their use of the lakefront area shall be limited to the dedicated Environmental Reserve and Municipal Reserve areas, in a respectful and neighbourly manner, and in accordance with the preceding paragraph.

17.03 All Property Owners, including those owning lakefront Properties have been advised that walking paths may be created in the future, on the Municipal Reserve or Environmental Reserve areas, between the lakefront and the property boundary of the lakefront Property.

Property Owner initials

ARTICLE 18: FURTHER SUBDIVISION OF PROPERTIES PROHIBITED

18.01 All Property Owners are expressly prohibited from undertaking any further sub-division of their Property. However, the Developer maintains the right to subdivide and develop additional Properties in the area. The Developer further retains the right to sell, lease or rent any individual Property or property at their discretion.

ARTICLE 19: SUNSET BEACH PROPERTY OWNERS' ASSOCIATION

19.01 Throughout the development phase, the Developer will maintain the green spaces and trails. 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.

ARTICLE 20: COMPLIANCE WITH LAWS

20.01 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.

20.02 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.

20.03 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.

20.04 The Property Owner must comply with all sanitary, health or other building conditions imposed by the Heartland Health Region from time to time.

ARTICLE 21: AGREEMENT TO RUN WITH LAND

21.01 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 Property, for the protection of the Property Owner and other Property Owners in the Development. The Developer shall bear all Land Titles and legal fees associated with registration of such an Agreement.

ARTICLE 22: ENFORCEMENT OF COVENANTS

22.01 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.

22.02 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.

ARTICLE 23: MISCELLANEOUS

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

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

23.03 Time shall be of the essence.

IN WITNESS WHEREOF the Developer, Prairie’s Edge Development Corporation, has hereunto set affixed its seal, attested to by the proper signing officer in that regard, this _____ day of _____, 20____.

Prairie’s Edge Development Corporation

Per: _____

IN WITNESS WHEREOF the Purchaser, _____, has hereunto set his/her hand and seal this _____ day of _____, 20____.

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

Witness