

This Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BETWEEN:

Morhart Enterprises  
of Box 344, Elbow, SK. S0H 1J0 (“the Developer”)

AND:

\_\_\_\_\_ of  
\_\_\_\_\_  
 (“the Property Owner”)

Building Specifications and Development Agreement

WHEREAS the Developer owns and is developing land at Lake Diefenbaker as "Bays on Diefenbaker", in the Rural Municipality of Loreburn #254;

AND WHEREAS part of such land are the Lots shown on Desk Plan of Subdivision, attached hereto;

AND WHEREAS the following Lots in the said Plan are intended for the following uses and/or accommodation:

- a) Lots 1-17, in Block 2 are designated “Lakefront Lots”;
- b) Lots 1-6 in Block 4 are designated “Interior Lots”;  
Lots 11-14 in Block 3 are designated “Interior Lots”;
- c) Lots 1-10 in Block 3 are designated “Transition Lots”;  
Lots 1-10 in Block 1 are designated “Transition Lots”;

(which Lot or Lots are sometimes referred to herein as “property” or “properties”);

AND WHEREAS the Property Owner has entered an agreement to purchase one or more of the properties (“the Property”);

AND WHEREAS the parties hereto desire and intend 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 as they relate to the development in general and which are specifically applicable to the said property being purchased;

AND WHEREAS this Agreement is to be construed with such changes in number and gender as may be required by the context;

THEREFORE THIS AGREEMENT WITNESSES that in consideration of the Developer selling property (“the Property”) at Lake Diefenbaker to him, the Property Owner acknowledges and agrees that his 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:

- a) preservation of the natural environment as much as possible;
- b) protection and maintenance of the market value of the Property and other properties; and
- c) respect for the rights of neighboring Property Owners.
- d) Completion of construction in a timely manner

1.2 All development and use of the Property must also comply with the Rural Municipality of Loreburn #254 Bylaws.

## **2. Utility Easements**

2.1 Some properties may at the discretion of the Developer be subject to easements in favour of suppliers of water, power, and wastewater utilities and services, including SaskPower for location of a transformer. The Property Owner acknowledges that the location of any transformer and which lots will be affected by any such easements, will not be known until such utility and service providers complete their design work and the Developer has negotiated the terms and conditions thereof. The Property Owner further specifically acknowledges and agrees that the Property may be subject to any such easement, and that the same shall not affect or result in a decrease or abatement of the purchase price of the Property.

## **3. Provision of Services**

3.1 The Developer makes no representations or warranties for the date at which or that such utilities and services will be available but will use its best efforts to have the same delivered to the development as soon as practicable.

3.2 Conditional upon such utility and service becoming available, the purchase price of the lot includes water, and power services, to the development, but the Property Owner shall be responsible for all application and hookup fees and costs of equipment and installation in connection therewith.

## **4. Road Maintenance**

4.1 At the date of execution of this Agreement, the Rural Municipality of Loreburn #254 has agreed to provide gravel road maintenance. The Developer makes no representations or warranties that such services will be provided indefinitely.

4.2 The Property Owner bears sole responsibility for all costs associated with the maintenance of access (“the Approach”) to the Property from the roads and access constructed by the Developer, who will install any culverts that may be required for such Approach, all in accordance and compliance with the municipal standards. The Developer has recommended that pre- and post-construction approval of the Rural Municipality of Loreburn #254 foreman be obtained by the property owner in connection with the construction of the laneway from the approach to the property owner’s parking area.

4.3 The Approach surface is not included in the calculation of the building envelope.

4.4 No on-street parking is permitted anywhere in Bays on Diefenbaker subdivision development. Property Owners agree that they will direct their guests or other invitees to their property to park in designated guest parking areas, or on the property owner’s lot if sufficient space for parking is available. The Property Owner, as well, acknowledges that any vehicles parked “on-street” may be subject to being towed and impounded by, or on the direction of the developer, and/or the bylaw enforcement officer for the Rural Municipality of Loreburn #254 and in the event of such towing and impound occurring a fee will be payable to have the vehicle released.

4.5 The Approach shall be graveled by the Developer.

4.6 The Property Owner is solely responsible for the maintenance and snow removal related to his Approach and laneway.

## **5. Sanitation Requirements**

5.1 The Property Owner will be responsible for supplying water from the curb stop to his dwelling and for wastewater tanks for his dwelling, all in accordance with bylaws of the Rural Municipality of Loreburn #254 enacted from time to time. All 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.

5.2 Wastewater tanks must each be a minimum 4,546 litres.

5.3 The Property Owner is responsible for his own grey and sewage water disposal and agrees 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.

5.4 Each property with wastewater tanks shall have connections to haulers available from the municipal roadway. Costs related to the same shall be paid by the owner of such property.

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

5.6 The Property Owner acknowledges and agrees that pursuant to the bylaws of the Rural Municipality of Loreburn #254, waste water disposal must be handled by a licensed operator and dumped in a licensed facility.

5.7 No septic field pumpouts are permitted.

5.8 All plumbing and sewage systems require a permit and inspection from the appropriate Health Authority.

5.9 The Property Owner agrees that neither the Developer nor the Rural Municipality of Loreburn #254 is responsible for the disposal of the Property Owner's garbage.

5.10 The Property Owner is responsible for removal of household waste and garbage disposal from the Property. 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 Loreburn #254.

5.11 The Property Owner agrees to retain at its expense a reputable firm to provide garbage disposal services, but in any event bulk disposal bins are strictly prohibited.

5.12 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.

## **6. Further Sub-Division of Lots Prohibited**

6.1 All Property Owners are prohibited from undertaking any further sub-division of their properties. However, the Developer retains the right to develop additional land in the area.

## **7. Building Construction and Property Use**

7.1 The Property Owner acknowledges that the Rural Municipality of Loreburn #254 requires permits for moving, construction and demolition of structures greater than 100 sq ft. The Property Owner is solely responsible for obtaining any moving, construction or demolition permits, or any inspections required by the said Rural Municipality, and is solely responsible for all costs associated with the same. The Property Owner further acknowledges that all development of his property must comply with the zoning and building bylaws of the said Rural Municipality and he agrees to so comply.

### **7.2 The following is applicable to the property owners in the Lakefront Zone:**

- a) mobile home trailers, manufactured homes, and park model homes are prohibited, but modular homes and RTMs are allowed provided that they comply with the specifications set forth in paragraph 7.3 (b).
- b) travel trailers, motor homes, and motorized campers are permitted for temporary use only while a permanent residence is under construction, but for a period not exceeding

36 months from the date of purchase of the Property; none of them shall be skirted or otherwise affixed thereto for any permanent use.

c) the Property Owner may place in the lake no more than one dock per property, which dock may accommodate no more than two boats or alternatively one boat and two personal watercraft, and the location of which dock shall be as designated by the Developer on the development map, with any variation therefrom due only to climate and lake conditions; no dock and no boat space thereof shall be rented to any third party.

**7.3 The following is applicable to the property owners in the designated zones being Lakefront, and Interior:**

a) there shall be no more than one dwelling constructed on each property.

b) the exteriors of the dwelling constructed, erected, or placed on the property must be completed within one year of commencement of the same, and shall comply with the following:

- i. the dwelling must be of a minimum of 1,000 square feet of usable floor space on either one or two floors, not including any garage, deck, patio and sunroom;
- ii. construction must be of new material;
- iii. siding must be vinyl, rock, wood, stucco or brick; metal and asphalt siding is prohibited;
- iv. roofing shall be asphalt shingles, metal, clay tiles, cedar shakes, or cedar shingles;
- v. eavestroughs and downspouts must be installed;
- vi. the height of the dwelling shall not exceed 10.5 meters at its peak.

c) all buildings and structures, whether built or placed on the property, must comply with the following setback requirements (such setbacks to be measured from the portion of such building or structure located closest to the edge of the property); notwithstanding compliance with the following setback requirements, any configuration of buildings and structures shall comply with and allow for the parking required by section 8 hereof:

- i) for all buildings and garages:
  - (a) front - 6.0 metres
  - (b) side - 1.52 metres
  - (c) rear - 3.0 metres
- ii) for non-enclosed sundecks:
  - (a) front - 3.0 metres
  - (b) side - 2.0 metres
  - (c) rear - 2.0 metres
- iii) for enclosed sundecks:
  - (a) front - 3.0 metres
  - (b) side - 2.0 metres
  - (c) rear - 2.0 metres

- iv) eaves or overhangs on any temporary vacation trailer, building, or structure of any nature shall be set back at least 1.52 metres from any property line so as to not encroach upon the abutting property.

#### **7.4 The following is applicable to Property Owners in the Transition zone;**

- a) The property owner may locate a RV unit as their principal residential accommodation on the property during the first 36 months of ownership (the transition ownership period). RV unit must be 10 years of age or newer based on the manufacturer's data plate attached to the unit, and be a CSA approved Class A motorhome, Class C motorhome, fifth wheel or park model home.
- b) Upon the expiry of the transition ownership period, the property owner will be obligated to place, construct or erect on the property, a maximum one:
  - i) Single Detached Dwelling, being either new construction, a new RTM, or a new modular home, and in any case being a minimum of 500 square feet of usable floor space on either one or two floors, not including garage, deck, patio, and sunroom.

In the event that a property owner does not wish to commence construction at the conclusion of the transition ownership period, then the developer will provide to the property owner, an option to exchange their transition zone lot for a lot in a permanent RV site lot once those lots have been developed. The developer reserves the right to extend the transition period for property owners that wish to exchange their transition lot for a RV site, in the event that there is a delay in developing RV sites. In the case where a property owner wishes to exchange their lot for a RV site, the adjustment in value will be based on the developer's pricing structure for transition lots and RV sites in effect at the time that the lot exchange takes place.

- c) Park model units shall be skirted or parged within one (1) year of construction or delivery.
- d) 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.
- e) 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 50% of the maximum surface area of the Property.
- f) All R.V. and 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" 6.0 metres
    - (b) Side 1.52 metres
    - (c) Rear- 3.0 metres
  - ii) Setbacks for non-enclosed sundecks.

- (a) Front — 3 metres
    - (b) Side 1.2 metres
    - (c) Rear — 1.2 metres
  - iii) Setbacks for enclosed sundecks
    - (a) Front — 3 metres
    - (b) Side — 1.2 metres
    - (c) Rear— 1.2 metres
- g) 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. A minimum 1.52 meter setback from the property line is required.
- h) All R-V. Units constructed, erected, or placed on lots must be 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.

**7.5 The following is applicable to all Property Owners:**

- a) Construction of the dwelling on lots must be closed in within 12 months of commencement of construction and completed within 36 months of the date of purchase of such Lot in the Lakefront and Interior zones and within 36 months of the end of the transition period, in the Transition zone.
- b) 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.
- c) Accessory buildings constructed or placed upon the property must be maintenance free construction and in accordance with the construction standards and specifications set forth above.
- d) Sheds may be constructed of wood, vinyl or metal. Sheds of wood construction must be sided with maintenance free material including vinyl siding, stucco, brick, aluminum, or other aesthetically pleasing maintenance free product.
- e) The maximum area of a detached garage shall not exceed 80.4 square meters and its height shall not exceed 5.5 meters at its peak.
- f) The cumulative square footage of all buildings (including both floors of the dwelling if two-storied), temporary vacation trailers, and other structures (whether attached or unattached) shall not exceed 50% of the surface area of the property.
- g) Property Owners that wish to protect tires from the sun are required to use tasteful covers. Unpainted plywood or plastic tarps are prohibited.

h) 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 neighboring 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.

i) Barbed-wire fencing is not permitted on any property, for any purpose whatsoever.

j) Privacy or screening walls must not exceed 2 meters in height measured from natural grade.

k) Grading and Drainage: Surface drainage upon and across any building envelope must be addressed through the implementation of sound construction and grading practices. Any improvement which creates an obstruction to surface flows resulting in a back-up of storm waters onto a neighboring home site or tract is strictly prohibited.

l) Utilities. Any tanks, fuel storage, water tanks or similar storage facilities must be hidden behind appropriate screening by walls or structure so as to be completely hidden from view from municipal roadways and lakeshore or installed underground. Bulk fuel (gasoline or diesel) storage is prohibited.

m) The Developer will be arranging for potable water to be supplied as far as the curb stops of the lots located on the Plan. However, the Developer makes no representation or warranty that such utility and service will be available at any particular time, but the Developer will use its best efforts for such supply. The lot owner shall be responsible for making all connections with the curb stop that are necessary to bring water to his dwelling. The property owner is required to have a minimum of 2700 liter storage in case of water service interruption.

n) No wells are permitted.

o) No water hauling is permitted unless there is a disruption in supply of water utility provided by the Developer or the Municipality.

p) Failure to complete construction of the connections with the curb stop to the dwelling and to commence the supply of water thereto within 36 months of the purchase closing shall result in a charge of \$2,500.00 for each year or portion thereof until such supply commences, which shall be paid to the Developer or to such entity that it may direct.

q) Lighting. No street lighting will be employed by the Developer to minimize light pollution. No additional lighting by a Property Owner may occur outside of the building envelope. Lighting within the building envelope is permitted provided such lighting does not result in excessive glare toward neighboring properties or public areas. All exterior lighting must be of a low level intensity, with the source of light shielded, directed downward, and is subject always to the approval of the Developer.



- r) Solar Applications. Active solar applications must be integrated into the structure of the site and the Property Owner must ensure that the solar panels do not result in excessive glare toward the street, neighboring properties or public areas.
- s) Any accessory use or building constructed of a fabric material is prohibited.
- t) Except as hereinbefore expressly permitted, Box Cars, Sea and Rail Containers are prohibited.

## **7.6 Developers Option to Repurchase**

In the lakefront and interior lots, construction of a single detached dwelling obligation in accordance with the specifications provided for herein, shall commence no later than eighteen (18) months after the closing date and shall be completed within thirty-six (36) months of the closing date. In the transition zone, construction shall commence at the expiry of the transition ownership period and be completed in its entirety within thirty-six (36) months from the date on which the transition ownership period ended.

- i) If construction has not commenced within the period provided for, or in the event that the construction of the improvements has not been completed within the required thirty-six (36) month period, from either closing of the purchase of the lot in the case of lots in the lakefront or interior zone, or within thirty-six (36) months from the end of the transition period, the developer shall have the irrevocable right to repurchase the property from the purchaser at a price equal to 50% of the purchaser's original purchase price.

## **8. Parking and Temporary use Vacation Trailers**

8.1 The Property Owner is encouraged to establish primary storage for his watercraft beside or behind the main dwelling, to minimize the watercraft's visibility from the municipal road.

8.2 No on-street parking is permitted.

8.3 Parking surfaces and laneway must be graveled, concrete, asphalt, or paving stones. Dirt or grass surfaces for parking and laneways are not permitted.

8.4 All passenger vehicles or watercraft must be parked on the Property Owner's own property or in an area specifically designated for accessory parking. No parking of passenger vehicles or watercraft is allowed on the roadways or municipal reserve areas.

8.5 Property owners are encouraged to have a sufficient parking area to accommodate the parking of guest vehicles. The developer will provide guest parking areas and in the event a property owner cannot accommodate guest vehicles on their own property, they are required to direct that the guests park in such designated guest parking areas.

8.6 Temporary Use Vacation Trailers,, must comply with the following zoning requirements:

- a) Only one Vacation Trailer, which is not a mobile home and is used from time to time for a period not exceeding 21 consecutive days from April 1st to October 31st, for temporary sleeping accommodation of guests of a single detached dwelling shall be permitted on the same site as the dwelling;
- b) No Vacation Trailer shall be kept for hire;
- c) The facilities and amenities of the dwelling on the site shall be available at all times for the use of the occupants of the Vacation Trailer;
- d) No Vacation Trailer shall be used as temporary sleeping accommodation from November 1st to March 31st since such Trailers are for summer, accessory sleeping purposes only,

## **9. Preservation of Vegetation, Landscaping & Site Maintenance**

9.1 The Property Owner is expressly prohibited from clearing any vegetation outside the boundaries of the Property, whether in the Environmental reserve area, the neighboring property, or elsewhere.

9.2 No clear cutting of vegetation outside of the building envelope will be permitted. Removal of vegetation requires the approval of the Developer, and failure to obtain such approval is subject to a charge of \$2,000.00 payable to the Developer or its designate. Great care must be taken in designing site improvements around existing vegetation, so root systems remain intact. Lying and standing deadfall may be removed from site.

9.3 Property Owners shall not have open fires, except in properly constructed fire pits and in accordance with applicable provincial and municipal regulations and bylaws. The area around the fire pit must be prepared to ensure the fire is controlled. Property owners must comply with any fire restrictions or bans imposed by the Rural Municipality of Loreburn #254.

9.4 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, and trees and compliance with the Rural Municipality of Loreburn #254 bylaws regarding mandatory control of noxious weeds.

9.5 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.

9.6 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 is encouraged.

## **10. Livestock & Pets**

10.1 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.

10.2 No domesticated household pets, regardless of type, shall be permitted to run at large or create a nuisance. A nuisance includes, but is not limited to, the following:

- a) running at such a distance from its owner so as to be incapable of responding to voice or sight commands;
- b) doing any act that injures a person or another animal;
- c) chasing or otherwise threatening a person or another animal;
- d) biting, barking at, or chasing livestock, bicycles or motor vehicles;
- e) excessive barking or howling or otherwise disturbing any person or other animal; or
- f) causing damage to property.

10.3 If a cat or dog defecates on any public or private property other than the property of its owner, the owner of the cat or dog shall remove the defecation immediately.

10.4 The maximum numbers of pets that the Property Owner may have on the Property at any one time is two cats and two dogs.

10.5 Notwithstanding any of the foregoing, every dog and cat must be kept on a leash no more than two meters long, and the Property Owner must be holding onto the leash when off his own property.

## **11. Environmental Reserve and Lakeshore areas**

11.1 Property Owners do not own any land outside 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:

(a) 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.

(b) Property Owners do not own the land between the edge of their respective lots and the lake shore. Any development of the foreshore is the responsibility of Water Security Agency, and or the Rural Municipality of Loreburn #254.

11.2 Property Owners must be aware of, and comply with all applicable statutes, rules, and regulations in regard to the Environmental Reserve areas, and shall at all times maintain such areas free and clear of any debris or other garbage arising from their use thereof.

11.3 Without limiting any of the foregoing, and except as provided and allowed in paragraph 7.2c) hereof, the Property Owner agrees that he will not place docks in the Environmental Reserve or in areas adjacent to the development. The Property Owner shall not use any of the Environmental Reserve or such areas for mooring of or temporary placement or storage of boats, kayaks or any other watercraft, or any of the Property Owner's other property. The Property Owner further acknowledges and agrees that none of its guests or other invitees will use the Environmental Reserve or such areas in any such manner. The Property Owner further acknowledges and agrees that any breach of this provision of the agreement may result in the

developer and/or the bylaw enforcement officer of the Rural Municipality of Loreburn #254 removing any docks, moorings, or other apparatus for the temporary placement or storage of boats, kayaks, and other watercraft, from the environmental reserve, or areas adjacent to the development and that the costs of such removal will be assessed and payable by the property owner.

## **12. Lake Access**

12.1 Unless the Property is in the Lakefront Zone, the Property Owner acknowledges and agrees that his access to the lake for the purposes of boating, or introducing any type of motorized water craft into the lake, shall be through a boat launch area, which would include the proposed marina if and when constructed, provided that in this latter regard the Property Owner acknowledges and agrees that he must apply to the Developer to be approved for such marina use, and the grant of such use is in the Developer's sole discretion and on such terms and conditions as the Developer may in its sole discretion impose.

12.2 The Property Owner agrees not to encroach on the properties in the Lakefront Zone, and agrees that his use of the lakefront area shall be limited to the dedicated Municipal Reserve areas, and in accordance with Section 11.

## **13. Use of Recreational Vehicles**

13.1 The Developer intends to develop 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. The Developer may pursue any damages and losses that the Property Owner may cause, as a result of such misuse of recreational vehicles by the Property Owner, their guests, and invitees.

13.2 Pleasure riding of snowmobiles, motorcycles, and all-terrain vehicles of any type must be done in accordance with applicable federal, provincial, municipal legislation, and Rural Municipality of Loreburn #254 by-laws, and having at all times regard to the rights of fellow property owners to have quiet use and enjoyment of their property.

13.3 Except to the extent prohibited by provincial vehicle legislation or regulations use of "golf carts" on the roadways within the Bays of Diefenbaker sub-division development is allowed for the personal transportation of owners and their invited guest only.

## **14. Compliance with Laws**

14.1 The Property Owner acknowledges and agrees that the terms and conditions set out herein are minimum requirements between him and the Developer and with other Property Owners upon the registration of the within Agreement against all properties within the development, and that the Property Owner must also comply with all applicable Federal, Provincial, and Municipal building codes and zoning regulations, and all applicable regulations from any other governing body or authority.

14.2 The Property Owner must comply with all applicable Federal and Provincial environmental laws and regulations as enacted from time to time.

14.3 The Property Owner must comply with all sanitary, health or other building conditions imposed by the Department of Community Planning from time to time.

14.4 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, and the Property Owner hereby agrees to indemnify the Developer for and save the Developer harmless against any claims, losses, expenses, and costs (including legal costs on a solicitor and client basis) which the Developer may sustain or incur as a result of failure of the Property Owner to comply with such statute, regulation, bylaw, policy or requirement.

## **15. Agreement to Run with the Land**

15.1 The Property Owner acknowledges and agrees that this agreement constitutes a restrictive covenant and is binding on his 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 the same terms or substantially the same terms as those herein will be registered against each of the titles to the properties in the development (including 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.

## **16. Compliance**

16.1 The Developer will collect \$1,000 at the time of signing this document for payment to the Bays on Diefenbaker Resort Community Association. The funds will be held as security for the Property Owner's compliance with this Agreement, which may be enforced by the said Community Association, and otherwise used for the purposes of such Community Association as hereinafter set forth.

16.2 The Property Owner acknowledges that the Bays on Diefenbaker Resort Community Association has been incorporated as a non-profit corporation for the purposes of administering and enforcing any of the obligations of the Property Owner hereunder and otherwise is to be the entity by which the community of Property Owners in the said Development may address interests and concerns that are common among them.

16.3 The Developer has so designated the Bays on Diefenbaker Resort Community Association as its agent for such purposes, and subject to any conditions that the Developer may in its sole discretion impose thereon, the said Community Association shall be authorized to enforce the provisions of this Agreement, including the collection of any amounts to be paid hereunder for a breach of its terms.

16.4 The Property Owner agrees to apply in a timely way for and maintain his membership in such Community Association and to take such further steps and to sign such further documentation that are reasonably required to that end.

16.5 Further, the Property Owner agrees that except for those breaches of this Agreement where herein specified, for each breach of the within Agreement, the Developer or the said Community Association as herein provided, shall be paid the sum of \$500.00, and in any event, the Property Owner shall indemnify each the Developer and the said Community Association for and save each of them harmless against any claims, losses, expenses, and costs (including legal costs on a solicitor and client basis) which either of them may sustain or incur either as a result of the Property Owner's breach of any of the terms and conditions of this Agreement or in connection with enforcing any term or condition hereof against the Property Owner or in connection with the collection of any amounts due by the Property Owner to either of them pursuant hereto.

16.6 Nothing herein shall restrict the Developer from entering into any agreement with any third party who is a potential purchaser of a lot within the development for the lease of the same on terms and conditions agreed upon between them, and the Property Owner hereby acknowledges and agrees that the Developer may in its sole discretion do so.

## 17. Miscellaneous

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

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

17.3 Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF the Developer has hereunto set affixed its seal, attested to by the proper signing officer in that regard, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

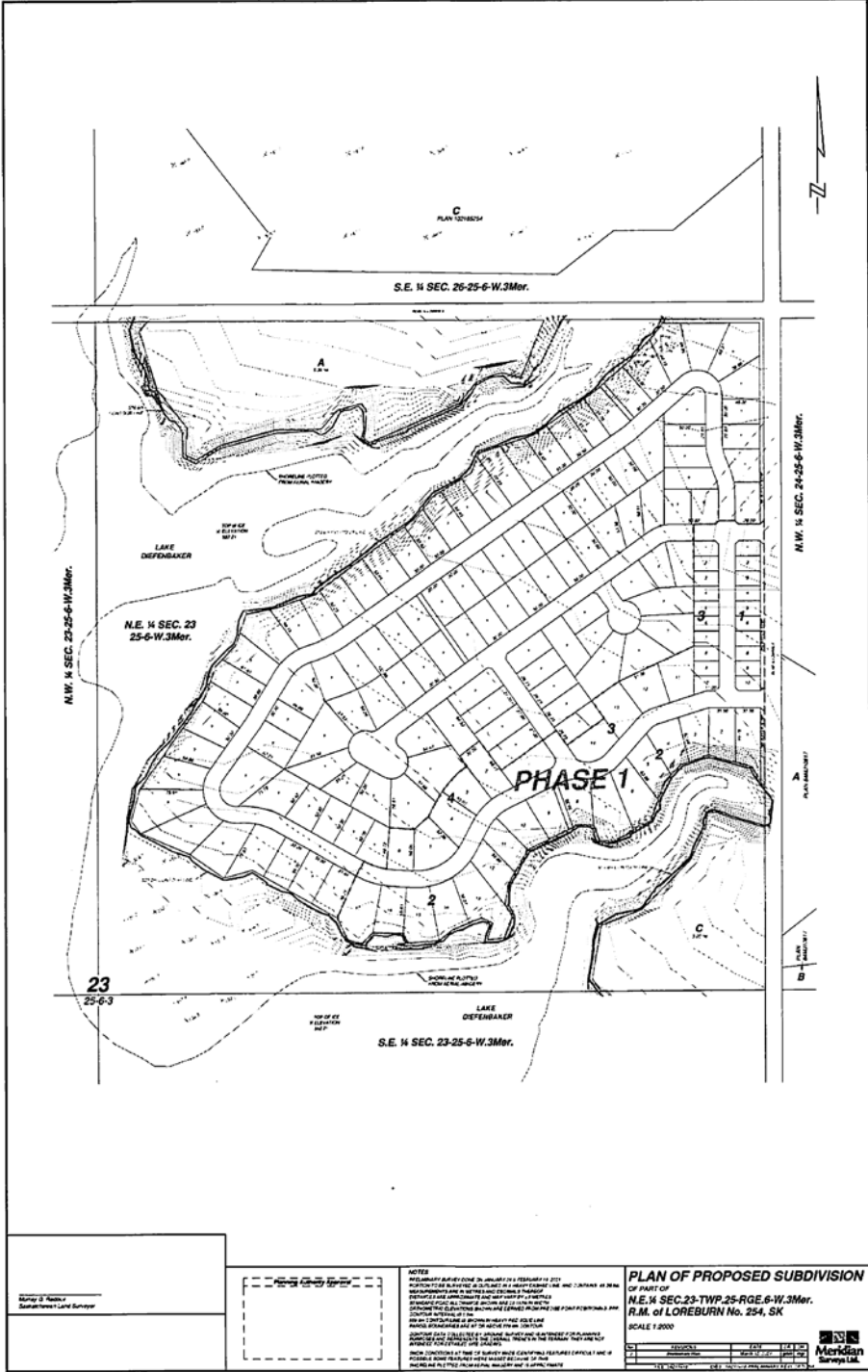
MORHART ENTERPRISES

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

IN WITNESS WHEREOF the Property Owner has hereunto set his hand this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
PROPERTY OWNER



Survey of Record  
 Saskatchewan Land Survey



**NOTES**  
 NECESSARY SURVEYING TO BE DONE IN ACCORDANCE WITH THE SURVEY ACT AND THE SURVEY REGULATIONS AND TO BE DONE BY A LICENSED SURVEYOR.  
 THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED IN THIS PLAN.  
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**PLAN OF PROPOSED SUBDIVISION**  
 OF PART OF  
 N.E. 1/4 SEC. 23-TWP. 25-RGE. 6-W-3Mer.  
 R.M. of LOREBURN No. 254, SK  
 SCALE 1:2000

DATE	REVISION	BY	FOR
15/01/2011	1	Meridian	Initial

Meridian  
 Survey Ltd.