

**SUNSET ACRES RESORT  
ARCHITECTURAL CONTROL AND BUILDING AND DEVELOPMENT  
AGREEMENT  
(the "Agreement")**

This Agreement is dated the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

BETWEEN:                   GSI Global Shelters Developments Ltd. (GSD)  
Suite 3A – 4015 1<sup>st</sup> Street SE  
Calgary, AB. T2G4X7  
(the "Developer")

AND:                         \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_  
(the "Owner")

This document serves as the standard Architectural Controls, Building Specifications and Development Agreement between the property Owner and the Developer.

The property Owner understands and acknowledges that this Agreement runs with the land identified on Title and constitutes a restrictive covenant which is binding on their heirs, executors and assigns, and that the Agreement shall bind all subsequent purchasers/owners.

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 and known as Sunset Acres Resort. The Developer shall bear all Land Title and Legal fees associated with registration of said Agreement.

WHEREAS;

The Developer owns land known as Sunset Acres Resort on the east shore of Last Mountain (Long) Lake, Saskatchewan within the RM of Last Mountain Valley #250 (the "RM"); and

WHEREAS;

The property Owner has entered into an agreement to purchase a parcel of land at Sunset Acres Resort from the Developer; and

WHEREAS;

Both the Developer and the property Owner desire that the development retains a quality and environmentally controlled building and natural environment; and

Buyer(s)

WHEREAS;

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

NOW THEREFORE;

This Agreement witnesses that in consideration of the Developer selling a lot at Sunset Acres Resort to them, the Owner agrees that their ownership of the property shall be subject to the following terms and conditions and agrees to be bound by said terms and conditions set out herein.

**A. Purpose of the Architectural Control and Building and Development Agreement**

1. The Owner agrees that the purposes underlying this agreement include, but are not limited to:
  - i) preserving the integrity of the natural environment and green space areas as much as possible;
  - ii) protection and maintenance of their property ensuring the market value of the property and the Resort as a whole is maintained; and
  - iii) respect for the rights of all Owners within the Sunset Acres Resort development.
2. These guidelines are effective for all cottages, summer homes, year around homes, inhabitable buildings and out-buildings constructed within the community of Sunset Acres Resort in the RM of Last Mountain Valley #250, Saskatchewan.
3. These controls are intended to ensure all development meets or exceeds the guidelines established in Section 9 of Bylaw 219/2001 (or any subsequent Bylaw that updates or replaces Bylaw 219/2001) for the RM.
4. The guidelines are intended to control lot use and ensure development proceeds in a consistent manner that creates an aesthetically pleasing community. The development controls described herein are intended to be in addition to the minimum requirements of the applicable zoning Bylaw(s) and development standards of the RM.

**B. Easements and Services**

1. The purchase price agreed upon in the purchase agreement for the Lot includes electrical, natural gas, and telephone utility services to the property line. The Developer acknowledges that, in some cases, limited hook up charges are prepaid. The Owner is responsible for any/all hook-up costs, which are not prepaid, to bring services from the connection point to any building on the lot.
2. Some properties within the development are subject to servicing easements and location of above ground transformers in favour of Saskatchewan Power, and/or Saskatchewan Energy and/or Saskatchewan Telecommunications.
3. The location of these transformers and which lots are affected by easements, are identified in the design plan prepared and approved by Sask. Power, Sask. Energy and

Buyer(s)

Sask. Tel. This plan is identified on the lot Title and is available from the Land Titles Office.

4. The 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.
5. The Owner further acknowledges and agrees that they will abide by the restrictions to the property as specified in the Service Agreement registered on the Land Title.
6. The Developer acknowledges that, Sask. Power, Sask. Energy and Sask. Tel have committed to install and maintain their service to the development. The Developer makes no representations or warranties that said services will be available from the utility providers indefinitely.
7. The Developer, through a Servicing Agreement with the RM, is responsible for the construction and maintenance of gravel access and interior roads until such time as the roads are turned over to the RM. From that date forward, the RM shall be responsible for the maintenance of said roads. The Developer makes no representations or warranties on behalf of the RM as to the level of service or that such service will be provided indefinitely.
8. The Developer, through a Servicing Agreement with the RM, shall prepay certain costs to ensure Owners within the Sunset Acres Resort have access and the right to the regional Land Fill, Fire protection and maintenance of area green spaces provided by the RM.
9. Owners are prohibited from clearing any vegetation outside the boundaries of their lot anywhere on the Sunset Acres Resort development.

**C. Site Development**

1. The Owners/Developer has organized and formed the Sunset Acres Resort Home Owners Association Corp. (SARHAC) for the benefit and enhancement of the Sunset Acres Resort community. Membership in the SARHAC is mandatory and will occur automatically with the purchase of a property in the Sunset Acres Resort. Members will be subject to an initial annual fee set by the Owners/Developer to be no more than \$180.00. Subsequent annual fees shall be determined by the SARHAC Board of Directors or the Owners/Developer as appropriate. Unpaid annual fees are a charge against the owner's property title. Said fee will be held by SARHAC and used to maintain the long term maintenance of the Resort amenities in accordance with the SARHAC Bylaws. Control of SARHAC will be transferred to a Board comprising of Resort owners after 75% of the resort properties have been sold by the Owner/Developer. When substantially all of the lots in Sunset Acres Resort have been sold the Developer shall transfer ownership of the resort amenities to the SARHAC. Said amenities are expected to include but may not be limited to the Sunset Acres Resort marina, the water canal and water pond area to be identified by separate title when completed. Membership in SARHAC shall terminate when the property owner sells their interest in their Sunset Acres Resort property.



2. All lots designated for residential use shall be limited to residential use only. No commercial use(s) is allowed except where permitted by appropriate zoning.
3. All Owners are expressly prohibited from undertaking any further subdivision of their lot.
4. The Developer maintains the right to develop additional lots in the area for the expansion of Sunset Acres Resort.
5. No more than one single family residence is permitted on each surveyed lot intended for residential use. All buildings must be of new construction whether moved to, or built on, the site.
6. Over and above that which is provided by the Developer, the Owner bears responsibility for all costs associated with the maintenance of an approach to their lot, and the maintenance of any culvert that may be required in such approach to meet municipal standards. Once the Agreement to Purchase is complete and the purchase funds have been transferred to the developer, or are held in trust for the benefit of the developer, full responsibility and liability for maintenance and/or repair of the lot approach lies with the Owner.
7. Ready to Move buildings of new construction moved to, or erected on site shall be acceptable provided the building meets the Building Design Controls as set out in this document and those set out by government or other approving authorities. These structures must also meet or exceed any requirements set out in Section 9.3 of Bylaw 219/2001 of the RM.
8. Mobile homes, Park homes, trailers, recreation vehicles or temporary accommodation of any kind are not permitted as permanent residences. This type of shelter is only permitted for habitat purposes for a maximum two year period without approval of a time extension. Extension of such use must be by application to the developer, approval of which will not unreasonably be withheld. Use of such a residence shall not extend past the expiration of the five year building requirement as noted in Clause C(13). This type of accommodation is permitted on site as temporary shelter or storage during the construction of the permanent resort home.
9. The Developer has graded the building platform area to the required elevations of Provincial Authorities. All permanent dwellings must be contained within the designated building lot platform in order to maintain proper building elevations as required by the approving authority. On transfer of ownership of the lot, the Owner is fully responsible and liable for maintaining the required grade elevations and ensuring any final grading or grade changes meet or exceed said requirements of the approving authority.
10. Construction and/or placement of any outbuilding on a lot must meet the requirements of the RM and the appropriate Bylaw in place at the time.
11. The Owner is responsible for acquiring any and all permits and/or approvals for the construction of any type of structure that extends into the lake. Any said structure must meet or exceed all requirements of the appropriate approving authorities.



12. In any instance no permanent building structures are permitted within 50 feet (15.2 metres) of the waterline or such minimum distance as defined by the Environmental Reserve area set by provincial guidelines.
13. Notwithstanding any regulatory requirements of the RM, there is a five (5) year time limit for the Owner to commence building a principal residence on the lot. Once an Owner applies for and receives approval for a development and/or building permit, commencement of construction must proceed within 6 months of the issue date of the permit and be completed within 24 months of the issue date of the permit.

Commencement of construction means excavation of the land and installation of the building foundation has been started.

14. Each building lot purchaser shall be responsible for the installation and maintenance of a septic tank system that meets or exceeds all government specifications and standards for quality and durability. All Owners are required to ensure proper disposal of waste according to Municipal requirements and guidelines published by the Saskatchewan Departments of Health and Environment.
15. Any landscaping issues must not affect lot grade, water diversion or government regulated lot and building elevations. In addition, there may be restrictions regarding tree planting and other landscaping on designated utility easements.
16. Each site owner is responsible for all individual costs pertaining to disposal of waste materials and garbage. Burning of garbage or waste materials anywhere within or around the community of Sunset Acres Resort is strictly prohibited. Proof of a contract for garbage removal may be a requirement of the Municipality for approval of a building permit.
17. Each Owner is responsible for acquiring the proper government approvals and permits for the extraction of water from the lake to be used for any purpose. Similarly, each Owner is responsible for acquiring the proper government approvals and permits for the drilling and use of an onsite well.
18. Outdoor yard storage is discouraged. No outdoor storage of non-operational and/or unsightly vehicles, machinery or equipment is permitted at any time. Outside storage of recreational vehicles such as boats, ATVs, snowmobiles or motor homes is limited to a maximum total of three at any given time. In no case are they permitted for use as permanent occupancy accommodations. At any time, the Developer assumes no liability for the security of vehicles or items of any kind stored on any lot by any Owner.
19. No waste, garbage or refuse of any kind shall be dumped, placed or stored on any lot except in appropriate containers which meet applicable Bylaw requirements of the RM.
20. No yard signage is permitted excepting signs indicating a property address, a property for lease or sale and all signs must meet any approval process of the Municipality. An appropriate sized sign or ornament indicating the property address is required.
21. Property owners are not permitted to operate any business from the premise requiring outdoor storage, yard cultivation, animal husbandry, heavy vehicle traffic or outdoor display of any kind. Any proposed home business must meet the approval of the RM

and must be in accordance with the Bylaw requirements in place at the date of application

22. No hunting, trapping or gaming activity of any kind is permitted within the community of Sunset Acres Resort or the surrounding area.

**D. Building Design Standards**

1. For all residential lots not located directly on the lake front, the minimum building size for a single story residential dwelling whether cottage, summer home or permanent home shall be 800 square feet (74.32 square metres) not including decks, patios, balconies and attached garages.
2. For all residential lots not located directly on the lake front, the minimum building size for a two story residential dwelling whether cottage, summer home or permanent home shall be 1,000 square feet or 92.9 square metres. The minimum ground floor area shall be no less than 600 square feet (55.74 square metres) not including decks, patios, balconies and attached garages.
3. For all residential lots located directly on the lake front, the minimum building size for a single story residential dwelling whether cottage, summer home or permanent home shall be 950 square feet (88.26 square metres) not including decks, patios, balconies and attached garages.
4. For all residential lots located directly on the lake front, the minimum building size for a two story residential dwelling whether cottage, summer home or permanent home shall be 1,200 square feet or 111.48 square metres. The minimum ground floor area shall be no less than 800 square feet (74.32 square metres) not including decks, patios, balconies and attached garages.
5. For all residential lots less than 1/3 acre in size, the minimum building size for either a single story or a two story residential dwelling, whether cottage, summer home or permanent home shall be no more than 15% smaller than those building areas described for residential lots described in clauses D(1) and D(2) herein.
6. Maximum site coverage including any and all out buildings shall be no more than 40% of the site area as identified on the Plan of Registration and Survey subject to any site coverage guidelines provided by the Municipality.
7. No out building shall exceed 1,075 square feet (100 square metres). In any instance the size of an out building shall not exceed the main floor area of the residence on the same lot. In no instance shall an out building be used for any type of residential occupancy.
8. Any out building used as a boat house shall not be more than one story (13 feet or 3.96 metres) in height measured from the top of any foundation to the peak of the roof line. In addition, said structure shall adhere to all lake and yard setback requirements as described herein. The height measurement is to be taken from the top of the foundation or grade beam which in no instance shall be more than 2.0 ft. (0.61 metre) above the required lot grade.



9. The minimum front yard setback requirement for any lot greater than 1/3 acre in size is 50 feet (15.24 metres) from the surveyed lot line or any greater distance identified in the Bylaw of the RM. The front yard is defined as that portion of the lot that abuts the access road. Setback shall be measured to the nearest portion of the main structure to the property line.
10. The minimum rear yard setback requirement for any lot greater than 1/3 acre in size is no less than the distance identified in the applicable Bylaw. Setback shall be measured to the nearest portion of the main structure to the property line.
11. The minimum front yard setback requirement for any lot less than 1/3 acre in size is no less than the distance identified in the applicable section of the Bylaw of the RM. The front yard is defined as that portion of the lot that abuts the access road. Setback shall be measured to the nearest portion of the main structure to the property line.
12. The minimum rear yard setback requirement for any lot less than 1/3 acre in size is no less than the distance identified in the applicable section of the Bylaw of the RM. Setback shall be measured to the nearest portion of the main structure to the property line.
13. For lake front properties the minimum rear yard setback requirement is 50 feet (15.24 metres) from the water; or the high water line as determined by the subdivision survey plan; or that distance defined by the provincial approving authority, whichever is greater.
14. For any property of 50 feet frontage or less, all side yard setback requirements shall be a minimum of 5 feet (1.52 metres), or no less than the minimum distance as identified in the Bylaw for the RM, whichever is greater. Setback shall be measured to the nearest portion of the main structure to the property line.
15. For any property greater than 50 feet frontage, all side yard setback requirements shall be a minimum of 10 feet or 3.048 metres, or no less than the minimum distance as identified in the Bylaw for the RM, whichever is greater. Setback shall be measured to the nearest portion of the main structure to the property line.
16. Roof over-hang (soffit) area may encroach into the setback area by no more than 2 feet (0.61 metres).
17. In any instance, all permanent habitable buildings shall be located within the building site platform provided by the developer for each surveyed lot.
18. All habitable buildings must meet or exceed the minimum finished main floor elevation requirements as noted and approved by the regulating authorities or as identified on the subdivision survey plan. The minimum main floor elevation established by provincial designation is 493.5 metres above sea level.
19. No residential building shall exceed a total height of 32 feet or 9.144 metres measured vertically from the top of the foundation to the highest point on the roof. Any request for deviation from this limit must be approved by the developer.
20. The top of the building foundation for the house shall not exceed 3 feet or 0.914 metres above the surveyed grade of the building site footprint.

21. All supporting foundations must meet or exceed the suggested designs identified in the project Geotechnical Report dated 14 April 2010 or any subsequent Report that updates the Geotechnical requirements. The requirements of these reports can be made available to a lot owner's contractor when site development is proposed and as part of the architectural review.
22. Owners are encouraged to arrange doors, windows and rooflines in a manner that creates minimum intrusion on neighbouring properties and is aesthetically pleasing.
23. Owners are encouraged to utilize exterior earth tone colours and building materials that blend into the natural surroundings. Use of wood or similar sidings, stucco, stone and brick are all acceptable. Use of vinyl and/or asphalt siding is not permitted due to fire regulations. All exterior finishes must be properly maintained on an ongoing basis.
24. All roofing material must be typical to the housing industry such as, wood shake, asphalt shingle, clay tile or metal roofing or similar materials.
25. All homes, garages and outbuildings exceeding 200 square feet must have proper eaves-troughing and downspouts.
26. Owners are encouraged to construct buildings using energy efficient and environmentally "green" concepts.
27. Any fence erected on privately owned property must have a maximum height not to exceed 8 feet or 2.44 metres. Alternate fencing options may be trimmed hedging, shrubs or trees. All Owners are responsible for the regular maintenance of any fencing or natural barrier planted by the owner and separating an Owner's lot from any neighbouring property.
28. All plumbing and drainage installations shall meet the requirements of the regulating authorities including the local Health District. No plumbing and/or drainage pipes are to be visible outside of the dwelling or out buildings except for regular eave downspouts and extensions.
29. The Owner is responsible to ensure the installation and maintenance of the septic/sewage holding tank meets all requirements of the Saskatchewan Departments of Public Health and Environment.
30. The shoreline protection regulations established under the Public Health Act and the Department of Environment must be met. With the exception of rain water, snow melt or normal water run-off, all water discharge from any drain or building must be contained within the approved septic/sewer system and meet the requirements of the regulatory bodies. Systems which collect run off water for the purpose of irrigation are permitted.
31. All electrical wiring and equipment shall be installed in conformity with the appropriate Government Act(s) and Building Code in force at the time of building.
32. Owners shall provide clear address signage with adequate, non-invasive, indirect night time lighting. It is recommended such signage blends well into the general



development theme of the property.

- 33. All building designs and placements may be subject to approval by the Developer and/or an architect or their choice. The Owner may be responsible to pay a set fee of \$100 for the review and approval of proposed building plans. For the purpose of controlling the application of these Architectural Standards, approval of all building designs must be completed by the Developer prior to application for any building or development permit issued by the Rural Municipality. The Developer shall undertake to review and return the plans with comments to the Owner within ten days of receipt by the Developer.
- 34. Any relaxation request regarding these Standards is at the discretion of the Developer subject to the controlling guidelines of the applicable Bylaw in force at the time.

**E. Compliance**

- 1. The Owner understands that the terms and conditions set out herein are a minimum and the Owner must comply with all applicable Federal, Provincial, and Municipal building codes, zoning regulations, health regulations, environmental laws, and all applicable regulations from any other governing body or authority.
- 2. The Developer shall 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 Owner.
- 3. This agreement shall be governed by the laws of the Province of Saskatchewan and the parties hereto agree to execute all further documents necessary to give effect to this agreement.

IN WITNESS WHEREOF;

The Developer, GSI Global Shelters Developments Ltd. has signed and affixed its seal, to this document in that regard,

This the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

GSI Global Shelters Developments Ltd.

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

IN WITNESS WHEREOF the Purchaser, \_\_\_\_\_, and Co-Purchaser, \_\_\_\_\_, signs and agrees to the conditions herein,

This the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

SIGNED, SEALED AND DELIVERED in the presence of;

)  
 ) \_\_\_\_\_  
 ) \_\_\_\_\_  
 ) \_\_\_\_\_

Witness

