ESTATES AT FIELDSTONE GROVE

 **ARCHITECTURAL CONTROLS AND BUILDING AND DEVELOPMENT AGREEMENT (the “Agreement”)**

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

 BETWEEN: Estates at Fieldstone Grove, box 599 Moosomin Sask. 0G3N0

AND: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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 Estates at Fieldstone Grove.(EFG) The Developer shall bear all Land Title and Legal fees associated with registration of said Agreement.

WHEREAS;

The Developer owns land known as EFG on SW 09-14-31 W1 Saskatchewan within the RM of Moosomin #121 (the “RM”); and WHEREAS; The property Owner has entered into an agreement to purchase a parcel of land at EFG 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

 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 EFG 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 as well as not causing damage to the roads before, during and after construction

 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 EFG development.

 2. These guidelines are effective for all homes and out-buildings constructed within the community of EFG in the RM.

 3. These controls are intended to ensure all development meets or exceeds the guidelines established in bylaw #188/03 for the RM of Moosomin #121 (or any subsequent Bylaw that updates or replaces Bylaw 188/03) 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 water 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 Sask Energy .

 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 and Sask. Energy. 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 and Sask. Energy 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 RM, through a Servicing Agreement with the developer is responsible for the maintenance of interior roads winter and summer. 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 shall set up a garbage collection agreement with Loraas Disposal and provide either individual garbage bins for each home or it will provide red and blue bins throughout the property for household garbage only. The cost of this service will be funded by the home owners association (HOA).

9. Owners are prohibited from clearing any vegetation outside the boundaries of their lot anywhere on the EFG development. No evergreen trees shall be removed from the land owners property without approval from the developer.

 **C. Site Development**

 1. The Owners/Developer has organized and formed the EFG Home Owners Association. (EFGHOA) for the benefit and enhancement of the EFG community. Membership in the EFGHOA is mandatory and will occur automatically with the purchase of a property in the EFG. Members will be subject to a monthly fee set by the Owners/Developer (minimum $100/mo) and must be set up on auto pay. This fee will be used to maintain all public facilities within EFG including roads (limited), green spaces, common areas, lake and beach, playgrounds etc. Any change in fees shall be determined by the EFGHOA Board of Directors or the Owners/Developer as appropriate. Said fee will be held by EFGHOA and used to maintain the long term maintenance of the Resort amenities in accordance with the EFGHOA Bylaws. Control of EFGHOA will be transferred to a Board comprising of Resort owners after 50% of the resort properties in both phases have been sold by the Owner/Developer. When substantially all of the lots in EFG have been sold the Developer shall transfer ownership of the resort amenities to the EFGHOA. Said amenities are expected to include but may not be limited to the roads, green spaces, playgrounds, lake and beach and common areas.

 2. All lots are designated for residential use shall be limited to residential use only. No commercial use(s) is allowed except where permitted by appropriate zoning. Duplexes and town houses may be allowed.

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 EFG.

 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.

 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 “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 including the RM . These structures must also meet or exceed any requirements set out in Section 9.3 of Bylaw 219/2001 of the RM

 8. RV trailers 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(12). This type of accommodation is permitted on site as temporary shelter or storage during the construction of the permanent resort home.

9. All permanent dwellings must be contained within the designated building lot and 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. In any instance no permanent building structures are permitted within 50 feet (15.2 metres) of the manmade lake’s waterline or such minimum distance as defined by the Environmental Reserve area set by provincial guidelines.

12. Notwithstanding any regulatory requirements of the RM, there is a three (3) 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.

 13. 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. Lots 2,16,17,18,10,11,19,20,21,22,23,24,25 and 26 are required to have holding tanks only installed because of their proximity to the lake, all other lots can have holding tanks or septic tanks with pump out fields.

Note; Lot #1 is grandfathered to allow a septic tank with pump out field.

 14. 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.

15. 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 EFG is strictly prohibited. Proof of a contract for garbage removal may be a requirement of the Municipality for approval of a building permit.

 16. 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.

17. 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.

 18. 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 appropriately sized sign or ornament indicating the property address is required.

19. 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.

 20. No hunting, trapping or gaming activity of any kind is permitted within the community of EFG or the surrounding area.

**D. Building Design Standards**

1. All homes must be built to NBC standards including electrical, plumbing, framing, foundation etc.

 2. All homes must not be more than 2 stories above grade and a minimum square footage of not les than 1200sq ft

 3. homes may have both attached, semi attached or detached garages. Detached garages must be of similar design and finishes as the home

 4. Building setbacks are set out by the RM’s Hamlet district zoning bylaw 278/19.

 Frontage setback is 10’, side yard setback is 5’ and rear yard setback is 10’.

 5. Setbacks for holding tanks and septic tanks are outlined in both SHA guidelines and the RM bylaws.

 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. Setback shall be measured to the nearest portion of the main structure to the property line.

 9. Roof over-hang (soffit) area may encroach into the setback area by no more than 2 feet (0.61 metres).

10. In any instance, all permanent habitable buildings shall be located within the building site platform provided by the developer for each surveyed lot.

11. 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.

 Owners are encouraged to arrange doors, windows and rooflines in a manner that creates minimum intrusion on neighbouring properties and is aesthetically pleasing.

12. 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.

 13. All roofing material must be typical to the housing industry such as, wood shake, asphalt shingle, clay tile or metal roofing or similar materials.

 14. All homes, garages and outbuildings exceeding 200 square feet must have proper eaves-troughing and downspouts.

 15. Owners are encouraged to construct buildings using energy efficient and environmentally “green” concepts.

16. Any fence erected on privately owned property must have a maximum height not to exceed 6 feet . There shall be no fences in the front yards of properties. 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.

 17. 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.

18. 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.

19. 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.

20. Developer shall provide lot number signage and Owners shall place 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.

 21. All building designs and placements may be subject to approval by the Developer. 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.

22. 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

4. Owners are allowed to use golf carts, bicycles, ebikes, scooters etc on all roads within EFG. Riders must abide by the posted speed limits. No atv’s or snowmobiles are allowed on the roads within EFG except to immediately exit the property. No motorized boats are allowed on the lake.

5. This is a gated community intended for the enjoyment and privacy of the owners and their families. If an owner has guests on the property of EFG they must abide by the same rules as set out in this document.

6. Owners are strongly encouraged to park all their vehicles on their driveways and not on the roads so as to not restrict traffic and/or emergency or service vehicles.

**F. Liability;**

1. The developer EFG assumes no responsibility what so ever as to persons entering the lake, either owners, owners family member or owner guests as it is not served by a lifeguard. The developer shall not be liable for accidents on the common ground of the development.

2. The developer EFG assumes no responsibility for any persons entering the gated property as allowed by owners or owners family members. Any persons on the property of EFG or any owners private property must abide by the same rules and regulations as the owners do as per this agreement.

3. All dogs must be on a leash at all times in any common area including the lake and beach. The developer EFG can not be held liable for any actions resulting from an owners dog. No Owner shall keep, possess , or harbour a dangerous dog (as defined in the Town of Moosomin Bylaw No. 2005-10) within the development.

. IN WITNESS WHEREOF;

 The Developer EFG has signed and affixed its seal, to this document in that regard,

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

Estates at Fieldstone Grove 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;

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