



## ***Building & Property Specifications***

As you strive to realize your dreams for your new home, we have created this development to be a high quality family community.

Prairie View Properties recognizes that the value of this neighbourhood comes from the natural beauty of the prairie. It is with these goals in mind that these neighbourhood guidelines were developed to protect and enhance each owner's property value.

It is the responsibility of Prairie View Properties to accommodate creativity and individuality of each home design while maintaining quality standards along with neighbourhood compatibility.

Prairie View Properties will have final say as to the interpretation of these guidelines until such a time as an owners' association is formed to take over these and other responsibilities.

These guidelines are not intended to take the place of any Federal, Provincial, or Municipal laws or regulations.

***Prairie View Properties  
Building & Property Specifications  
Sections***

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For purposes of this document each titled acreage will be referred to as “The Property” and Prairie View Properties will be referred to as “The Developer”

### **1. Purpose of Building and Development Agreement**

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

- i) protection and maintenance of the market value of The Property;
- ii) respect for the rights of neighbouring Property owners, and
- iii) preservation of the natural environment

### **2. Utility Easements**

2.1 Some properties will be subject to easements in favour of SaskPower for location of a transformer, and/ or easements in favour of SaskEnergy or SaskTel. The location of the transformer and which Properties will be affected by easements will not be known until SaskPower, SaskEnergy and SaskTel complete their design work. The Property owner 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.

### **3. Provision of Services**

3.1 At the date of execution of this Agreement, SaskPower Corporation has agreed to provide power services, SaskEnergy Corporation has agreed to provide natural gas, SaskTel Corporation has agreed to provide telephone services and SHL Pipeline has agreed to provide good quality water service to the development (same source as the City of Humboldt). The Developer makes no representations or warranties that such services will be available from the utility service providers indefinitely.

3.3 The purchase price of The Property includes SHL pipeline water, power, natural gas, and telephone utility service to the edge of each acreage. All utility services (power, natural gas, SHL pipeline water, telephone, etc.) on The Property shall be buried underground.

3.4 The Property owner agrees to become a subscriber of the SHL Rural Pipeline Water Corporation and abide by the subscriber agreement. The dwelling must contain a minimum 250 gallon domestic use water holding tank.

3.5 Subsequent to an initial construction maintenance period specified in the servicing agreement between The Developer and the RM of Humboldt #370, the RM has agreed to provide gravel road maintenance. The Developer makes no representations or warranties that such services will be provided indefinitely.

3.6 The Property owner bears sole responsibility for all costs associated with the construction of an access road (“Driveway”) to their Property, and the installation of any culverts that may be required in such a Driveway, to municipal standards. This gives the Property owner flexibility to place their home and driveway as they choose.

#### **4. Further Sub-Division of Properties Prohibited**

4.1 All Property owners are expressly prohibited from undertaking any further sub-division of their Property. However, The Developer maintains the right to develop additional lots in the area.

#### **5. Building Construction**

5.1 The [Rural Municipality of Humboldt](#) requires that a building permit be obtained prior to any construction in the municipality. The Property owners will be responsible for inspection fees.

5.2 Property owners are encouraged to commence building a primary residence on The Property within 24 months from the time of purchase .

5.3 The exterior surface of the residence will be installed within 12 months of the commencement of the building project.

5.4 The Property shall be used for residential purposes, with one detached dwelling house. Multiple dwellings on a single Property are expressly prohibited. No attached or semidetached house, duplex, or apartment, or any house or building designed for more than one family shall be built.

5.5 Buildings on The Property shall comply with the following minimum standards:

- a. Only newly constructed homes are permitted, including RTMs.
- b. All buildings to be located on The Property must be of new construction or approved by developers in advance of placement on property.
- c. No house shall be built smaller than 110 m<sup>2</sup> (approx. 1200 ft<sup>2</sup>) on the main floor, excluding attached garages, patios or decks.
- d. The residence must be the feature of the acreage and must be the closest building to the municipal road.
- e. It is encouraged that out-buildings on The Property be complementary to and in keeping with the style and character of the main residence on the property.
- f. In accordance with RM of Humboldt standards, any detached accessory building cannot be larger than 150 m<sup>2</sup> (1614 ft<sup>2</sup>).
- g. Each residence shall have a minimum double car garage, which may be attached or detached.
- h. All buildings on The Property containing a basement shall have a sump pit and weeping tile drainage system which meets all Saskatchewan building code requirements.
- i. The front (facing the municipal road) of all residences shall have two exterior finishes. Allowable exterior siding includes: stucco, composite stone, Hardie board, vinyl siding, brick, stone, wood siding, or log homes. Neutral, muted, or earth-tone colours are encouraged for the exterior finish.
- j. Buildings may be roofed with any of the following materials: asphalt shingles, clay tiles, cedar shakes or cedar shingles.
- k. Primary residences must have eaves troughs and downspouts.
- l. Prairie View Properties does not encourage flat roofed homes.
- m. All driveways shall be maintained with at least a gravel driveway. Dirt or grassed driveways are not allowed.

5.6 For consistency and neighbourhood harmony, permanent lighting on The Property must be approved by The Developer.

5.7 No trailer, mobile home or portable unit used for the purpose of living accommodation shall be used or left upon The Property for a total period of more than six (6) months during initial construction. Except, however, this shall not restrict The Property owner from keeping a maximum of one “recreational vehicle” (RV) or “holiday trailer” on their Property, provided that it maintains valid license plates and remains mobile. Owners are encouraged to establish primary storage for an RV beside or behind the main residence, to minimize the RV’s visibility from the municipal road.

5.8 All fencing must be limited to The Property and it is the individual Property owner’s responsibility to ensure that fencing does not encroach on neighbouring properties or municipal reserve areas. Location of Property boundaries will be indicated by survey pins, any additional identification of Property boundaries will be The Property owner’s responsibility. Barbed-wire fencing is not permitted on The Property.

5.9 The Property owner shall be responsible for all damages to adjacent lands as a result of any construction or other activities on or near The Property or other parts of the development. In particular The Property owner agrees to pay for all damages to the road, water system, utility systems, survey pins, fence and other such items. If any damages exist at the date of purchase / possession, such damages must be documented and brought to the attention of The Developer in writing.

## **6. Setback Requirements**

6.1 Individual lot set back requirements will be determined by the Developer. These setbacks may be more than, but will not be less than the bylaws of the [Rural Municipality of Humboldt](#) Bylaws 6.4.(3) (b) & (c) (Appendix A). Setbacks will be measured from the portion of the building located closest to the edge of The Property.

## **7. Landscaping & Site Maintenance**

7.1 Basic landscaping on The Property is encouraged. The Property owner shall be responsible for all maintenance on The Property including, but not limited to: mowing, trimming of grass, weeds, trees, etc. This includes abiding by Rural Municipality of Humboldt bylaws regarding mandatory control of noxious weeds.

7.2 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.

7.3 In accordance with the Rural Municipality of Humboldt bylaws: no outside storage shall be permitted in a yard abutting a road. This shall include no unsightly storage of: inoperative vehicles, debris or garbage.

7.4 No excavation shall be made in or to The Property and no soil, sand or gravel shall be removed from The Property except for the purpose of building on The Property, or for the improvement or landscaping of The Property.

7.5 The most westerly four lots (Lot #1, 5, 11 & 12) of the subdivision have a willow shelterbelt near the western boundary. The owners of those lots shall not remove the willows without either the written consent of The Developer or an opinion from an expert that the willows are diseased and/or dying, in which case the Developer shall be entitled but not obligated to obtain the opinion of another expert, whose opinion shall be binding as to whether the willows are diseased or dying.

## **8. Livestock & Pets**

8.1 No poultry, birds, livestock (swine, cattle, horses, etc.) or livestock of any kind shall be kept on The Property.

8.2 All domesticated household pets, regardless of type, shall not be free range or run at will.

### **9. Sanitation Requirements**

9.1 The Property owner is responsible for their own grey and sewage water disposal and agree to follow all Federal, Provincial, Municipal, and Regional regulations with respect to the same. An approved sewage disposal system is mandatory on The Property, as per Saskatoon Regional Health Authority guidelines. Current Saskatoon Regional Health Authority guidelines allow for (i) a type 2 (2 cell) treatment mound sewage disposal system

or

(ii) a septic holding tank which is emptied at regular intervals

Saskatoon Regional Health Authority approval must be received prior to the construction of the sewage disposal system. Please contact [Saskatoon Regional Health Authority](#) before commencing construction.

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

9.3 Property owners agree that neither The Developer nor the Rural Municipality of Humboldt are responsible to provide for the disposal of The Property owner's garbage.

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

9.5 Property owners are advised that garbage disposal services may be contracted for with REACT Waste Management by either individual Property



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

## **10. Home Based Business**

10.1 Should a resident wish to operate a home based business, providing they are in accordance with Rural Municipality of Humboldt bylaws, they may install one sign on their Property promoting their business. The sign may not be larger than 3'x4'.

## **11. Maintenance Fees**

11.1 The Developer is establishing the community green spaces and trails.

11.2 Upon *completion* of green space and trail development, ongoing maintenance fees (e.g. grass mowing, trail snow removal) will be the shared responsibility of the Property owners. The fees will be billed annually by the Developer and will be divided by the total number of lots. i.e. a Property owner's fee will be the total maintenance expense divided by the total number of lots developed.

11.3 The Property owners are not responsible for road maintenance.

11.4 The Property owners are responsible for the maintenance and snow removal for their own driveways.

## **12. Prairie View Properties Owners' Association**

12.1 The Developer will be responsible for the implementation and administration of the Building & Property Specifications. The Developer reserves the right to make reasonable changes to this agreement.

12.2 Upon the sale of 75% of the total (Phase I & II) Properties, the Developer recommends that a Prairie View Properties Owners Association (PVPOA) be formed and that an executive council be democratically elected. This will provide a formal structure to resolve any issue. The Developer will retain decision-making authority until the last developed lot is sold.

12.2 Each Property owner will be member of the Prairie View Properties Owners' Association (PVPOA). The purpose of the association will be:

- a. To administer and maintain the green spaces and trails.
- b. To administer and modify Prairie View Properties Building & Property Specifications as deemed necessary.
- c. To identify and negotiate any shared opportunities, such as hiring a contractor to remove snow from driveways.

## **13. Compliance With Laws**

13.1 Enforcement of these Covenants and restrictions shall be by any proceeding at law or at equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, and against the Properties to enforce any obligation created by these Covenants, and the failure by The Developer to enforce any Covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

13.2 Nothing herein shall require or obligate The Developer to enforce the provisions of this document or render The Developer liable for the failure of any Property owner from time to time to adhere and conform to the covenants contained in this document, it being the intention to attach to each of the

Properties and the Property owners thereof the obligation to comply with the covenants.

13.3 The covenants contained in this document are in addition to the requirements of the development, municipal or other governmental authorities having jurisdiction on or with respect to the use of The Properties, and nothing herein shall be construed as permitting or authorizing anything which is prohibited, controlled or regulated by any statute, bylaw, regulation or like enactment having the force of law and having application to The Properties.

13.4 The Property owner must comply with all applicable Federal and Provincial environmental laws and regulations.

13.5 The Property owner must comply with all sanitary, health or other building conditions imposed by the Department of Community Planning whether set out herein, or declared at a later date.

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

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

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

**15. Miscellaneous**

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

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

15.3 Time shall be of the essence.

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

Prairie View Properties  
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