

Lot # _____.

ANNUAL LEASE AGREEMENT

THIS AGREEMENT made the _____ day of _____ A.D. _____.

BETWEEN:

FAWCETT LAKESIDE DEVELOPMENTS INC.

a body corporate with its head office
in the City of Red Deer
in the Province of Alberta
(hereinafter referred to as the "Lessor")

OF THE FIRST PART

- and -

(hereinafter referred to as the "Lessee")

of the following address: _____

Email address (optional): _____

and Telephone Number: _____

OF THE SECOND PART

WHEREAS the Lessor is the owner of a recreational property known as Fawcett Lake Resort located on the lands legally described as Part NE 12-73-26-4 and Part SE 12-73-26-4 (the "Lands") and has agreed to lease to the Lessee a lot at Fawcett Lake Resort.

AND WHEREAS the Lessee has agreed to rent the Lot for use by the Lessee solely for recreational purposes on the terms and conditions hereafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSES:

LEASE

The Term of this Agreement is from September 16, 2012 to September 15, 2013 or any part thereof. The Lessor and the Lessee recognize the following periods in the Term of this Agreement:

Winter Storage Period	– September 16, 2012 to May 15, 2013
Seasonal Camping Period	– May 16, 2013 to September 15, 2013

In consideration of the payment of Seasonal Camping Rental of \$_____, plus GST, by the Lessee to the Lessor and the Lessee's adherence to the terms of this Agreement and the Resort Rules attached hereto as Schedule "A", the Lessor leases to the Lessee the lands at Fawcett Lake Resort known as Lot # _____ (the "Lot") for the Seasonal Camping Period during which time the Lessor will have facilities available, depending on weather, and agents on site.

At the end of the Term of this Agreement, the Lessee shall vacate the Lot and remove all personal property forthwith.

WINTER STORAGE

Assuming that:

- a) there are no amounts due that are owing to the Lessor by the Lessee, and
- b) the Lessee is not in breach of this Agreement or the Resort Rules

the Lessee may, at his own risk and for no additional charge from the Lessor, store personal property approved by the Lessor, on the Lot during the Winter Storage Period.

Winter storage of any property belonging to the Lessee on the Lot or the Lands is done at the sole risk of the Lessee and no bailment relationship is created with the Lessor by doing so. The Lessor will not create or maintain access to the Lands or the Lot during the Winter Storage Period.

LESSEES COVENANTS

A.1 Seasonal Camping Rental Fees

The Lessee covenants to pay the Seasonal Camping Rental fee along with amounts for taxes, interest or other amounts as determined from time to time by the Lessor. The Lessor will provide the Lessee with written notice of amounts due, which must be paid before the first Saturday of the Seasonal Camping Period. The Lessor reserves the right to charge additional fees during the Term of the Seasonal Camping Period for additional amounts incurred by the Lessee and charged to the Lessor. All payments made by the Lessee to the Lessor shall be applied as deposits on account, and deposits received from the Lessee will be applied to the amounts due as determined by the Lessor.

A.2 Taxes

The Lessee shall be responsible to pay to the Lessor any and all taxes assessed as against the Lot or improvements on the Lot, or a proportionate share of any taxes assessed as against the Lands.

A.3 Utilities:

Power: Power may be provided to the Lots throughout the year. All Lessees with electrical service to their Lot must have a meter to record usage, which will be supplied by the Lessor. Any wiring or upgrades required to connect power to the Lot shall be the responsibility of the Lessee. Power usage will be monitored and invoiced periodically at a rate calculated based on the usage from the Lot. In addition, the Lessee will be charged a flat rate of \$60.00 annually to cover the cost of metering.

Water: Water will NOT be provided at any time during the Term of the Agreement. The Lessee will not be charged an annual flat rate for water use.

Garbage: It is the responsibility of the Lessee to remove all garbage from the property and deliver same to a landfill site.

Septic Holding Tanks: All Septic Holding Tanks installed on a lot are considered fixtures and may not be removed except at the direction or request of the Lessor. Maintenance of the Septic Holding Tank is the Lessee's responsibility. The level of fluid in Septic Holding Tanks must be maintained at the recommended level for the Winter Storage Period. The Lessee will be responsible for any costs incurred for a vacuum truck to visit the Lot, as no vacuum truck services will be made available by the Lessor. Only vacuum truck services approved by the Lessor will be permitted on the Resort and Lot.

A.4 Manner of Use

- (a) The Lessee shall use the Lot solely for recreational purposes. The Lessee may place a cottage, holiday trailer, camper, tent or recreational vehicle (the "Living Unit") on the Lot, only

after said Living Unit has been approved by the Lessor in its sole discretion and in accordance with subparagraph (b). **The Lessee acknowledges that the Living Unit located or to be located on the Lot is either constructed or manufactured to be movable from one point to another or is a holiday trailer or a recreational vehicle.**

- (b) Before any buildings, structures, fences or other improvements of a permanent nature are built or erected on the Lot, a plan must be submitted to the Lessor and written approval from the Lessor or a duly authorized agent of the Lessor must be obtained.
- (c) Any fixtures shall become the sole property of the Lessor at the end of the term of this Agreement.
- (d) The Lessee shall not sublet, sublease or use for illegal purposes or allow the sublet, sublease or use for illegal purposes, the Lot or any form of use of the Lot at any time.
- (e) Under this Agreement, Common Areas means any portion of the Lands which are designated as common property, particularly that portion of the Lands that is not included in a particular Lot. The Lessee shall use the Common Areas in such a manner so as to not unreasonably interfere with the use and enjoyment thereof by other Lot holders, their families or guests and in accordance with this Agreement.
- (f) The Lessee shall keep the Lot and Common Areas in a clean and tidy condition and shall not commit or permit any waste or nuisance thereon, or bring, do, or keep anything upon the Lot which in the Lessor's opinion is dangerous, or will conflict with the laws relating to fires, or with any insurance policy in respect of Fawcett Lake Resort or any part thereof, and the Lessee covenants and agrees to promptly comply with any direction from the Lessor or order or direction issued by any municipal, provincial, or federal authorities applying to the Lessee's occupancy of the Lot. The Lessee agrees to reimburse the Lessor for any costs incurred or assessed for work done which is, in the opinion of the Lessor, necessary to maintain the Lot.
- (g) The Lessee acknowledges that the Lessor is not granting the Lessee permission to occupy, reside or live on the Lot on a permanent basis. In the event that the Lessee is found occupying, residing or living on the Lot on a permanent basis, they will be required to vacate the Lot and remove all personal property forthwith.

A.5 Sale and Exchange of Lessee's Property

- (a) The name or logo of Fawcett Lake Resort will not be used for the purpose of advertising or sale of chattels or any other merchandise. "For Sale" signs are not allowed on the Lands, other than a notice at a designated location, approved by the Lessor.
- (b) This Agreement is not transferable or assignable in any way except with the written consent of the Lessor, which may be unreasonably withheld. In the event the Lessor permits the transfer of this Agreement and the rights thereunder to another party, initiation fees may apply to the new Lessee.

A.6 Indemnification of Lessor

Save to the extent caused by or contributed to by the Lessor, the Lessee shall indemnify and save harmless the Lessor against all liabilities, costs, damages, losses, fines, claims and actions of any kind for injuries or loss of life to persons, or damage to property, including loss or damage to the property of the Lessee, and whether for third party liabilities or direct or indirect loss to the property of the Lessor, and including any environmental damage caused by the Lessee, for which the Lessor may become liable, or suffer by reason of, or arising out of or connected with any negligence, non-compliance with or breach of laws, by-laws or the terms and conditions of this Agreement on the part of the Lessee or the Lessee's guests.

A.7 Lessee's Insurance

- (a) The Lessee, at his expense, will maintain throughout the Seasonal Camping Period and any period when in possession or occupation of the Lot, Comprehensive General Liability Insurance in an amount not less than One Million (\$1,000,000.00) Dollars in respect of claims arising out of the death of or injury to any person on the Lot, or in respect of damage to property.
- (b) The Insurance Policy shall name the Lessee, the Lessor and the Lessor's mortgagee as insured parties and contain a provision that precludes invalidation as respects the interests of the Lessor and the Lessor's Mortgagee by reason of any breach or violation of warranties, representations, declarations or conditions.
- (c) The Insurance Policy shall also contain a waiver of subrogation from the Lessee's Insurer in favor of the Lessor, the Lessor's Mortgagee, the Lessor's Agents and against those for whom any of them is responsible in law.
- (d) The Lessee agrees it will, throughout the Seasonal Camping Period and any period when in possession or occupation of the Lot, insure and keep insured any vehicles, Living Units, improvements or chattels located on the Lot for replacement costs thereof against loss or damage arising from fire, lightning, explosion, windstorm, falling trees or branches, hail, riot, smoke damage, airplane, hurricane, tornado and against all such other perils and hazards as a prudent Lessee would deem necessary from time to time and which insurance policy will contain the provisions set out in subparagraphs (b) and (c) above.
- (e) The Lessee acknowledges and agrees that the Lessor has entered into this Agreement in reliance of the Lessee's agreement to put into place the insurance described in section A.7 of this Agreement. The Lessee agrees to indemnify the Lessor for any loss suffered by the Lessor as a result of the Lessee's failure to maintain insurance in the amount and form described.

A.8 Repair

The Lessee will at all times during the Term of this Agreement and any period when in possession or occupation of the Lot, at the Lessee's sole cost, maintain and repair all buildings, structures, fences and other improvements and fixtures including the plumbing system and Septic Holding Tank, if any, on the Lot in good condition. If the Lessee fails to make any repairs within thirty (30) days of receiving notice in writing from the Lessor specifying repairs to be made, the Lessor may make such repairs and the cost thereof shall be forthwith payable by the Lessee to the Lessor as additional rent.

A.9 Inspection of Premises

The Lessor or its agents may at all reasonable times when the Lessee is in possession or occupation of the Lot, enter upon the Lot and into any residential or other structure located on the Lot to inspect the condition thereof.

A.10 Rules and Regulations

- (a) The Lessee agrees that the rules and regulations (the "Resort Rules") as posted or attached hereto as Schedule "A" with such reasonable amendments and additions as may from time to time be made by the Lessor, and any further reasonable rules and regulations consistent with the terms of this Agreement that may be made by the Lessor and provided to the Lessee in writing, shall be observed and performed by the Lessee and its agents, and guests.
- (b) The Resort Rules attached hereto as Schedule "A" shall form part of this Agreement.

A.11 Abandoned Personal Property

- (a) In this section, "abandoned personal property" means Living Units, personal property, or goods left on the Lot or Lands by a Lessee at the end of the Term of this Agreement.
- (b) If the Lessor believes on reasonable grounds that abandoned personal property has a total market value of less than \$2000.00, the Lessor may dispose of the personal property.
- (c) Notwithstanding that abandoned personal property has a value equal to or greater than \$2000.00, if the Lessor has reasonable grounds to believe:
 - i. that the storage of the personal property would be unsanitary or unsafe or would rapidly result in total or substantial depreciation in their market value, or
 - ii. that the cost of removing, storing and selling the personal property would exceed the proceeds of their sale,

then the Lessor may sell the personal property by a means and for a price that the Lessor believes is reasonable.

LESSEE'S ACKNOWLEDGEMENT

B.1 Lessee's acknowledgement

THE LESSEE ACKNOWLEDGES THAT THE LESSEE IS AWARE OF THE LESSOR'S INTENTIONS TO CARRY OUT CONSTRUCTION ACTIVITIES ON THE LANDS, WHICH MAY INCLUDE THE LOT, AND THAT THESE ACTIVITIES MAY NEGATIVELY AFFECT THE LESSEE'S ABILITY TO PEACEFULLY AND QUIETLY ENJOY THE LOT FOR THE TERM OF THIS AGREEMENT.

THE LESSEE FURTHER ACKNOWLEDGES THAT PHOTOGRAPHS OR OTHER REPRESENTATIONS, IN EITHER A DIGITAL OR OTHER FORM, OF LIVING UNITS, PERSONAL PROPERTY AND FIXTURES LOCATED ON THE RESORT MAY BE USED BY THE LESSOR FOR PROMOTIONAL ADVERTISING, CONSTRUCTION PLANNING OR ANY OTHER PURPOSES. THE LESSEE HEREBY GRANTS PERMISSION TO THE LESSOR FOR SUCH USE PERTAINING TO THOSE ITEMS BELONGING TO OR LOCATED ON THE LOT HELD BY THE LESSEE. THIS PERMISSION IS IRREVOCABLE AND WILL CONTINUE BOTH DURING AND AFTER THE EXPIRATION, OR OTHER TERMINATION OF THE TERM OF THIS AGREEMENT.

MUTUAL AGREEMENTS

C.1 Default of Lessee

- (a) In the event that:
 - (i) the rent payable hereunder, including additional rent if any, and any other money payable to the Lessor under this Agreement is not paid when due; and or
 - (ii) the Lessee fails to observe or perform any of the terms and conditions of this Agreement or any of the rules and regulations made by the Lessor pursuant to this Agreement with respect to the Lessee's occupancy of the Lot and use of the Common Areas; and or
 - (iii) the Lot is used by any person other than the Lessee, his immediate dependent family or guest as permitted herein; and or
 - (iv) the Term of this Agreement is at any time seized or taken in execution or attachment by any creditor of the Lessee, or the Lessee becomes bankrupt or insolvent, or takes the benefit of any act now or hereafter in force for the benefit of insolvent debtors;
 - (v) the Lessee fails to pay when due any amounts payable by the Lessee under the provisions of this Agreement; and or

- (vi) the Lessee fails to comply with any laws, regulations or by-laws or any order of any municipal, provincial, or federal authority pertaining to the Lessee or the Lessee's occupancy of the Lot;

then in every such case the Lessor may, in addition to and without prejudice to any other remedy the Lessor may have, at any time thereafter, re-enter and take possession of the Lot, and the Term of this Agreement shall at the option of the Lessor immediately become forfeited.

- (b) The Lessee shall consent to the issue by the Court of Queen's Bench of Alberta of a writ of possession with respect to the Lot occupied by the Lessee. Any goods on the Lot or the Lands belonging to the Lessee removed by any civil enforcement agency shall be dealt with in accordance with the Alberta Rules of Court.
- (c) In the event of a Lessee default as provided in subsection C.1 (a) above, at the option of the Lessor, the tenancy shall become a day-to-day tenancy, and the Lessor may at any time thereafter, in its sole discretion, terminate the tenancy upon one (1) days' notice to the Lessee.

C.2 Remedying Lessee's Defaults

In the event that the Lessee defaults to make any payments required to be paid under this Agreement, the amount thereof shall be payable by the Lessee to the Lessor forthwith. All necessary and reasonable costs, charges and expenses, including legal fees on a solicitor and own client basis, incurred by the Lessor in connection with the failure of the Lessee to observe or perform any of the terms and conditions of this Agreement, or any rules and regulations made by the Lessor pursuant to the Agreement, shall be payable by the Lessee to the Lessor forthwith. If the Lessee fails to pay when due any Seasonal Camping Rental fees or other amounts payable under this Agreement, such unpaid amounts shall bear penalties and interest from the due date thereof to the date of payment at the rate of five (5) percent per month. If no due date for payments is specified, it shall be thirty (30) days from the date of the notice of the required payment. In the event that the Lessor chooses not to collect penalties or interest, the Lessor does not forego the right to collect penalties or interest at a later date.

C.3 Right to Levy Distress

The Lessor may distrain for the rent payable hereunder, including additional rent or interest, if any, and for any other money recoverable under this Agreement, by distress upon the goods and chattels of the Lessee, including any vehicles, trailers or recreational vehicles owned by the Lessee wherever situate, and upon any other premises to which the same may be removed, and wherever the same may be found within the Province of Alberta or elsewhere, both during and after the expiration, or other termination of the Term of this Agreement.

C.4 Security

The Lessee is responsible for the security and well being of the Lessee and other persons on the Lands at the request or direction of the Lessee and any personal property belonging to any of them during the Term of this Agreement and during any Winter Storage Period.

C.5 Release of the Lessor

The Lessee agrees that the Lessor is not, in any event whatsoever, liable for the injury, illness or death of the Lessee or other persons on the Lot or the Lands, or for the loss of or damage to property of the Lessee or others by any cause whatsoever, and in particular without limiting the generality of the foregoing, the Lessor shall not be liable for any loss or damage to any vehicles, Living Units or trailers, or their contents, or for the unauthorized use by other persons of the Lots. **The Lessee also acknowledges that the title to the lands bears a caveat filed by Alberta Department of Lands and Wildlife, which notifies the Lessor**

and the Lessee that the Lands are subject to flooding.

C.6 Removal of Fixtures, Living Units or Improvements

The Lessee may not remove any fixtures from the Lot except upon the request or direction of the Lessor or with the written permission of the Lessor. Living Units other than holiday trailers, campers, tents or recreational vehicles or fixed improvements to the Lot may only be removed or replaced with permission of the Lessor. When permission is granted the Lessee must abide by the terms and conditions specified by the Lessor. In the event that in removing such fixture, Living Unit or improvement, the Lessee does damage to the Lot or the Lands, the Lessee shall pay the cost of repairing any such damage.

C.7 Subdivision of the Lot or Sale of the Land

- (a) As the Lessor has entered into a development agreement with a development authority, the Lessor may at all reasonable times during the Term of this Agreement enter upon the Lot for the purpose of completing any subdivision work required by any development agreement. If during the Term of this Agreement the Lessor wishes to subdivide the Lands or any of the Lots, the Lessor may at any time thereafter, upon Thirty (30) days' notice (the "Notice Period") in writing to the Lessee, terminate this lease Agreement effective the last day of the Notice Period
- (b) If during the Term of this Agreement the Lessor wishes to sell the Lands, or a portion of the Lands which includes the Lot, and the Lessor receives an Offer to Purchase from a bona fide purchaser dealing at arms length, which Offer to Purchase the Lessor is prepared to accept, the Lessor may at any time thereafter, upon Thirty (30) days' notice in writing to the Lessee terminate this lease effective the last day of the Notice Period.

C.8 Rental Adjustment

In the event that the Lessor terminates this lease and tenancy as provided in section C.7, the Lessor shall reimburse and pay to the Lessee that proportion of the Seasonal Camping Rental paid by the Lessee which is applicable to the number of days from the date the Lessee gives up possession of the Lot to the end of the Term of this Agreement.

C.9 Notices

All notices hereunder shall be in writing and may be given personally or by prepaid registered letter, addressed to the party for which such notice is intended at the address hereunder, or to such other address as may be substituted therefore from time to time by proper notice herein, and if mailed, it shall be deemed to be received seventy-two (72) hours after it is mailed, as hereunder specified:

C.10 Interpretation

- (a) Wherever the singular or masculine/neuter are used in this Agreement they shall be construed as if the plural and the feminine has been used where the context, or the party or parties hereto require, and if there is more than one Lessee, the terms shall be deemed to include each Lessee, and the liabilities and obligations of all Lessees under this Agreement shall be joint and several.
- (b) In the event that there is a previously executed agreement between the same parties for any period overlapping the Term of this agreement, this agreement shall preside.

C.11 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereto and supersedes all prior and contemporaneous agreements, understandings, negotiations and

discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof except as specifically set forth herein.

C.12 Unenforceable Terms

If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

C. 13 No Waiver

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

C. 14 Headings

The headings in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision hereof.

Lessee: <same as indicated on page 1 of this Agreement>

Lessor: Fawcett Lakeside Developments Inc.
 Box 99
 Smith, Alberta, T0G 2B0

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the date first above written.

FAWCETT LAKESIDE DEVELOPMENTS INC.

Per: _____

 Signature of Lessee(s)

 Signature of Lessee(s)

SIGNED, SEALED and DELIVERED

In the presence of: _____
 Name of Witness

 Signature of Witness

Schedule "A" to Rental Agreement
FAWCETT LAKE RESORT - RESORT RULES

There is no daily camping permitted on the Resort. All lot holders lease lots on an annual basis. These rules apply to everyone who enters the Resort.

1. General Rules and Regulations

- a) Everyone who enters the Resort is required to be registered with management. This includes service providers, guests and other users. All friends, relatives and non-dependent adult children of lot holders who enter the Resort are considered guests and must pay applicable guests fees.
- b) The rights of all campers shall be respected at all times. This includes all lot holder's rights to the peaceable and quiet enjoyment of their lots. Quiet hours will be enforced between the hours of 8:00 p.m. and 8:00 a.m. daily.
- c) Fires are only permitted in fire rings or other contained locations as approved by management. The fire rings located in Common Areas may not be moved.
- d) The cutting or injuring of trees and the disturbing of soil or the roots of vegetation on the Resort is not permitted unless it is in the location of approved construction, landscaping or gardening activity.
- e) No waste, nuisance, dangerous substance or goods, shall be brought onto the Resort, or stored on the Lot or any boat dock. This includes the bulk storage of gasoline or other motor fuels.
- f) All waste and garbage, including fish cleaning remains, must be placed in suitable refuse containers to protect wildlife. All refuse containers must be emptied and the contents removed from the Resort on a regular basis.
- g) Lot Holders shall keep the lot and adjacent Common Areas in a clean and tidy condition. This includes the trimming of grass, other regular gardening activity and the removal of litter.
- h) Lot holders shall repair and maintain in good condition all improvements to the lot including fences and permitted buildings.
- i) The utility systems on the resort are not adequate for uses other than regular household activities. Uses of a utility system that will, in the opinion of management, place unnecessary strain on it, will not be permitted.
- j) Only a Resort approved vacuum truck service or water hauler service will be permitted on the Resort, with all costs paid by the lot holder. The level of fluid in all septic holding tanks must be maintained at the recommended level for the Winter Storage Period. Inappropriate dumping of sewage is illegal and will be severely dealt with.

2. Living Units

Unless otherwise indicated, lot holders are allowed a maximum of one (1): Cottage, Recreational Vehicle, Camping Unit, Holiday Trailer, Camper, Tent, Tent Trailer, Motorhome, or other structure, on the Lot. Additional living units will result in Guest Fees even if they are unoccupied.

3. Guests

Guests may only use a lot provided that:

- a) The lot holder is also in attendance and accepts responsibility for conduct of the guests. The lot holder agrees to indemnify the Resort and its owners for all damages, costs and expenses, incurred as a result of the conduct of the guests.
- b) The guests are pre-registered and the lot holder agrees to pay guest fees for each additional living unit and/or automobile. Pre-registered guest fees are \$10 per night for up to three nights of the first visit in the year and \$30 per night in all other cases.
- c) All living units and vehicles are placed on the lot in a manner satisfactory to management.

4. **Vehicles**

- a) Operators of vehicles must obey all traffic signs, including a speed limit of 10 km/h.
- b) Two-wheeled motorized vehicles may not be operated on the Resort at any time.
- c) All Terrain Vehicles (ATVs), must only be operated at an idle and remain on the roads or trails at all times. Excessively loud ATVs or other vehicles, as determined by management, may not be operated on the Resort at any time.
- d) ATVs may be operated on the Resort only between the hours of 8:00 a.m. and 8:00 p.m. Operation of ATVs outside of these hours may be permitted to transport individuals directly to their lot.
- e) Lot holders are allowed a maximum of two (2) automobiles on the Lot. Additional automobiles on a lot will result in applicable guests fees being charged.

5. **Alcoholic Beverages**

No alcoholic beverages may be consumed in Common Areas of the Resort.

6. **Firearms, Archery Bows and Fireworks**

- a) No loaded firearms shall be carried or stored on the Resort.
- b) The shooting or discharge of firearms is prohibited on the Resort.
- c) The use of archery bows in the Resort shall occur only in those areas and time periods approved by management.
- d) The use of fireworks is prohibited except when management specifically consents to the use, and upon such conditions as management considers reasonable.

7. **Pets**

- a) Pets must be controlled at all times.
- b) Dogs must be kept on a leash or contained in a fenced area on a lot at all times.
- c) No pets are allowed on beaches or in swimming areas.
- d) Any waste, damages, or injury caused by a pet is the responsibility of the pet's owner and of any lot holder who is responsible for the conduct of the owner.

8. **Boat Docks**

- a) Children must be accompanied by an adult when on any boat dock.
- b) Any boat dock is used at your own risk.
- c) Boats or other structures may not be left unattended within 10 meters (33 feet) of any common dock without management approval.

9. **Entry To and Use of Facilities**

Management reserves the right to:

- a) Determine who may and who may not enter or be present on the Resort.
- b) Control who may use the facilities.
- c) Eject any individuals, who in the opinion of Management are undesirable.

10. **Construction Rules and Regulations**

- a) The use of power generators is not permitted on the Resort after May 31, 2013. Power service may not be available at all times.
- b) Lot holders must be present when a lot is energized to ensure that there are no safety hazards present.
- c) Access to lots may be dependent on weather or construction conditions. At any time, roads may be closed to automobile, ATV, or pedestrian traffic. Please obey and be aware of changes to signs, barricades and road closures.
- d) There is no sewage disposal location on the Resort and the Resort vacuum truck will not be operating.
- e) There is no Resort potable water system.