

## Agreement for Building and Use Restrictions

The sale by the Developer of Lot \_\_\_\_ located on the SW 12-41-12 W2 and Ptn. of NW 1-41-12 W2 (hereinafter called “the land”), in the Province of Saskatchewan, shall be subject to the following restrictions contained herein:

### 1. Definitions

The “developer” is Marean Lake Valley Resort and Golf Club Ltd.

The “owner” is the person purchasing the lot, namely: \_\_\_\_\_

\_\_\_\_\_

### 2. Purposes

The purpose of this restriction is to control the building and provide for the amenity of the area and for the health, safety and general welfare and use of the owners of the land and the immediate lake area.

### 3. Scope

Development shall hereafter be permitted on the land only in conformity with this agreement and the development standard directed pursuant to *The Planning and Development Act*, municipal laws and other applicable legislation.

The restrictions contained herein are intended to be in addition to the minimum requirements of the applicable zoning bylaws and development standards. In the event that there is any conflict between restrictions in this agreement and the provisions of any zoning bylaw, or the development standards of any legislation, the more restrictive provisions shall apply.

### 4. Development

(1) Development on the lands shall be restricted to single detached dwelling units and permitted accessory buildings.

(2) Mobile homes or modular homes shall not be permitted.

(3) Ready-to-move homes shall only be permitted with written approval of the developer.

(2)

(4) All dwelling units must be constructed on the lot, unless the developer agrees otherwise in writing.

(5) Only one (1) dwelling unit shall be placed on one (1) lot.

5. Size and Location of Dwelling Units

1. Development on any lot shall not exceed eighty percent (80%) of the total area of the lot.

2. Dwelling units shall be subject to the following requirements which includes the distance of any roof or eave:

(a) Minimum side yard shall not be closer than five (5) feet.

6. Accessory Buildings

(1) Accessory buildings may be constructed prior to the construction of the single detached dwelling unit and must be new construction.

(2) No detached accessory building shall exceed the height of the dwelling unit and no accessory building shall have a wall height exceeding twelve (12) feet.

(3) Accessory buildings shall be subject to the following requirements which include the distance from any roof or eave:

(a) Minimum side yard shall not be closer than five (5) feet.

(4) Maximum size of accessory building shall not be larger than the dwelling unit (or three-quarters the size of the dwelling unit).

7. Garages and Carports

If detached, fall under the restrictions for accessory building.

If attached to the dwelling unit, are subject to the restrictions for the dwelling unit.

No development shall remain unfinished on the exterior for more than twelve (12) months after start of construction.

8. Subdivisions

Subdivision of any lot is not permitted.

(3)

9. Business Use Prohibited

No dwelling unit, lot, improvement or accessory building shall be used in the conduct of any business.

10. Vehicles

No owner or occupant of a lot shall park, or have any inoperable vehicle, skidoo or motor bike on the lot or public roadway or any parking space.

11. Nuisances

No activity shall be carried on in or upon any lot which is an unreasonable annoyance or nuisance to any other owner; including, but not limited to loud noises or odors or smoke.

12. Snowmobiles, Motorcycles and All Terrain Vehicles (“ATV’s”)

ATV’s, motorcycles and snowmobiles can only be used to enter and exist on the lot and shall not create or nuisance or disturb other owners.

13. Waste

Garbage and other waste material shall be kept in sanitary containers located in appropriate areas, concealed from view. Odor shall not be permitted to arise therefrom so as to render the land or any portion thereof unsanitary, or unsightly detrimental to any other property in the vicinity thereof or to its occupants.

The owner shall be responsible for their own septic system and removal of waste there from.

14. Maintenance of Lot

The owner of the land shall be responsible for maintenance of the lot to ensure that the lot is not untidy or unsightly. No unnecessary removal of trees or vegetation will be allowed without the permission of the developer.

15. Fires

Only barbeque fires contained in enclosed receptacles or fire pits on the lots are permitted.

16. Animals

Animals of any kind are not permitted except for dogs and cats.

Owners shall be liable for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the property by an owner or by members or his family or his guests.

17. Signs

No signs of any kind shall be displayed to the public view on any dwelling unit, accessory building or in any portion of the land except for:

- (1) signs to develop and sell the land
- (2) signs which name the owners or their lot.

18. Inspection and Enforcement Procedures

The Developer may provide for standard requirements and procedures regarding matters in these building restrictions with respect to notices, compliance orders, time requirements, appeal process and appeal bodies, enforcement, penalties and general procedural matters.

19. Severability

The provisions of this agreement are severable. In the event any provision is determined to be invalid, the remaining provisions shall remain valid.

20. Perpetuity

This agreement for building and use restriction shall continue in full force and effect after registering the lands and shall not be deemed to merge with and transfer of the lands. The developer shall have the right to register an interest against the land to protect this agreement which is to run with the land in perpetuity.

IF DEVELOPER IS A CORPORATION:

IN WITNESS WHEREOF the developer has hereunto affixed its corporate seal attested to by its proper signing officer(s) in that behalf this \_\_\_ day of \_\_\_\_\_, 2009.

MAREAN LAKE VALLEY RESORT AND  
GOLF CLUB LTD.

(seal)

PER: \_\_\_\_\_

I/we, \_\_\_\_\_ and \_\_\_\_\_, agree and accept the terms of this building and use restriction.

DATED at \_\_\_\_\_, Saskatchewan, this \_\_\_ day of \_\_\_\_\_, 2009.

SIGNED, SEALED and DELIVERED )  
in the presence of )

\_\_\_\_\_  
(Witness) )

\_\_\_\_\_  
(Witness) )

\_\_\_\_\_

\_\_\_\_\_