

LAUMANS LANDING

LAC DES ILES

Residential Building Restrictions

Development of the lands described as Lots 1 to 4 in Block 3, Lots 1 to 20 in Block 4, Lots 1 to 18 in Block 5, Lots 1 to 22 in Block 6, Lots 1 to 31 in Block 7, Lots 1 to 25 in Block 8, Plan _____, Lac des Isle, Saskatchewan, (the “Lands” or the “Project”) shall be subject to the building restrictions contained herein.

1. Definitions:

In this document:

- a) “accessory building” shall mean any building customarily incidental and subordinate to a dwelling unit located on the same lot as a dwelling unit but which is not a dwelling unit;
- b) “building” shall mean any structure constructed or placed on, in or over land, but does not include a sidewalk or driveway;
- c) “Developer” shall mean Kadon Industries Ltd;
- d) “development” shall mean the carrying out of any building, engineering, or operations in, on or over land and the making of any material change in the use or intensity of use of any building or land;
- e) “dwelling unit” shall mean a number of habitable rooms in a building constituting a self-contained unit that may be used as a residence, each unit having sleeping, cooking and toilet facilities;
- f) “single detached dwelling unit” shall mean a detached dwelling consisting of one dwelling as herein defined, and occupied or intended to be occupied as a residence.

2. Purpose:

The Lands are located in a pristine forest setting adjacent to a crystal clear lake and the developer deems it necessary to adopt building restrictions to control the use of the Lands to preserve the amenity of the area and to promote the health, safety and general welfare of the inhabitants of the Lands.

3. Scope:

Development shall hereafter be permitted within the Lands only when in conformity with these restrictions and applicable zoning bylaws or development standards of the Rural Municipality of Beaver River No. 622, if any.

The restrictions contained herein are intended to be in addition to the minimum requirements of applicable zoning bylaws and development standards. Where there is any conflict between these restrictions and the provisions of any zoning bylaw, or the development standards, the more restrictive provision shall apply.

4. Severability:

The restrictions contained herein are deemed to be severable and, where any provision is adjudged to be invalid and inoperative, it does not render the remaining provisions invalid or inoperative.

5. Development:

Development on the lands shall be restricted to single detached dwelling units and permitted accessory buildings. New home construction, and new Ready-To- Move homes are permitted as permanent dwelling units. Professionally manufactured motor homes and travel trailers are permitted as temporary dwelling units provided that they are less than 15 years old. Mobile homes, old houses, tents, covered frame structures and converted buses are not permitted for any purpose.

All permanent developments are to be constructed using materials and finishes consistent with residential construction. Galvanized metal is not allowed for any use. Exterior surfaces shall be finished in earth tones.

6. Location of Development:

- a) Development on any lot shall not exceed 50% of the total area of the lot.
- b) Development shall not be located within the front, side or rear yard of the lot as follows:
 - i. minimum front yard: 6.0 meters (20 feet);
 - ii. minimum side yard: 1.5 meters (5 feet);
 - iii. minimum rear yard: 6.0 meters (20 feet);

7. Accessory Buildings:

- a) Accessory buildings may be constructed prior to the construction of the single detached dwelling unit.
- b) No detached accessory building shall exceed the main floor area size or height of the permanent dwelling unit.

- c) Private garages and carports attached to the dwelling unit shall be considered part of the dwelling unit and subject to the restrictions governing the dwelling unit.
- d) Roofs or eaves of an accessory building shall not be closer than 0.6 meters (2 feet) to the side lot line.

8. Subdivision:

No lot shall be subdivided.

9. Business:

No dwelling unit, lot, improvement or accessory building shall be used in the conduct of any trade or business except a home based business carried on entirely within the dwelling unit or accessory buildings which is clearly incidental and secondary to the residential use of the dwelling and which does not change the exterior character of the dwelling unit and/or accessory buildings.

10. Parking and Vehicular Restrictions:

No owner or occupant of a lot shall park, store or keep any vehicle except within the lot and any inoperable vehicle shall be stored only in an enclosed garage. No owner or occupant shall park, store or keep on any property or street (public or private) in the project, or upon any uncovered parking space, so as to be visible from anywhere in the project, any large commercial-type vehicle, (dump truck, cement-mixer truck, oil or gas truck, etc.). The above excludes camper trucks up to and including three-quarter ton when used for everyday-type transportation. No owner of a lot shall conduct major repairs or major restorations on any motor cycle, motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of any lot, except wholly within the owner's garage and then only when the garage door is closed; provided, however, that such activity shall at no time be permitted if it is determined to be a nuisance. Garage doors shall remain closed except for reasonable periods while the garages are being used.

11. Nuisances:

No noxious or offensive activity, (including but not limited to the repair of motor vehicles), shall be carried on in or upon any lot, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other owner. Without limiting the generality of the foregoing provisions, no loud noises or noxious odors, horns, whistles, bells or other sound devises, (other than security devises used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power

tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any owner of any lot, shall be located, used or placed on any portion of the project, or exposed to the view of other owners.

12. Trash:

No rubbish, trash or garbage or other waste material shall be kept or permitted upon any lot except in sanitary containers located in appropriate areas, screened and concealed from view and no odor shall be permitted to arise therefrom so as to render the project or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Such containers shall be exposed to the view of neighbouring lots only when set out for a reasonable period of time, (not to exceed twenty-four hours). There shall be no exterior fires whatsoever except barbeque fires contained within receptacles therefore and fire pits in the enclosed yards designed in such a manner that they do not create a fire hazard. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the project except within an enclosed structure or appropriately screened from view.

13. Animals:

No animals, insects, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any lot except usual and ordinary dogs, cats, fish, birds and other household pets, (excluding, without limitation, equine, bovine, sheep, swine, goats and other such animals) provided that they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. Pets belonging to owners, occupants or their licensees, tenants or invitees within the project must be kept within an enclosure, an enclosed patio or on a leash being held by a person capable of controlling the pet. The enclosure must be so maintained that the pet cannot escape therefrom. Furthermore, owners shall be absolutely liable to each and all other owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any pets brought or kept upon the property by an owner or by members or his family, his tenants, or his guests; and it shall be the absolute duty and responsibility of each such owner to clean up after such pets which have used any portion of the property or any portion of another's lot.

14. Signs:

No sign or billboard of any kind shall be displayed to the public view on any dwelling unit, accessory building or on any portion of the lots except such signs as may be used by the Developer or its sales agents in connection with the development and sale of the lots.

15. Off Street Parking:

Accommodation shall be made for two parking spaces for the temporary storage of motor vehicles off of public streets or lanes and contained wholly within the boundaries of each lot.

DATED at Pierceland in the Province of Saskatchewan this ____ day of _____, 2010.

KADON INDUSTRIES LTD.

Per: _____

(Seal)