

LAKEVIEW TERRACE

By Springside Developments Inc. (the Developer)

Building and Use Restrictions Agreement

These Building and use Restrictions are in place to comply with Municipal guidelines, to maintain the overall quality of the development and to ensure the general health and safety of the inhabitants. **The provisions of this agreement shall run with the land.**

- The Lot shall be used solely for private family residence or recreation purposes. No commercial usage is allowed
- No more than one single family residence shall be constructed on each Lot
- Minimum home/cottage sizes are as follows:
Bungalows and Bi-Levels - 1,000 sq ft/305 sq m on main floor
Split Levels and Two Story - 800 sq ft/244 sq m on main floor
All measurements may include the outer walls but exclude any garage, patio, porch, deck, etc.
- Minimum Front Yard Set Back - 25 ft/7.62 m
Minimum Rear Yard Set Back - 25 ft/7.62 m
Total Minimum Side yard - 5 ft/1.52 m on each side
- Only new construction and prefabricated buildings of new construction will be permitted on the lots.
- No houses, mobile homes or other buildings may be moved onto the Lots without written authorization of the Developer
- RV's are only permitted on a lot up to and during the construction phase, with written authorization from the Developer, and are not acceptable as permanent residences.
- Construction of the home or cottage must begin within 3 years of purchase of the Lot. Once construction begins, (digging of foundation or basement) you will have two years to complete the exterior.
- Final building plans and exterior colors must be approved by the Developer.
- Fences are discouraged, however if fencing is desired by the Lot owner, perimeter fences must not be solid or built in such a way as to restrict site lines. Solid perimeter fencing may be approved in certain circumstances (ie: separation along public areas, where it does not interfere with other owners site lines), but must have written approval from the Developer.
- Lot owners are encouraged to respect property lines when landscaping and planting trees, shrubs, etc.
- The lot owner is responsible for all drainage or plumbing installed, reconstructed or extended in any building and shall be in accordance with the provisions of The Public Health Act and the regulations there under. In particular, no plumbing of any kind may be installed in any building unless it is equipped with a pump-out, two chamber, minimum 1,000 gallon holding tank approved by the Department of Health. A permit from the Public Health Inspector for Saskatchewan Health is required.

Initials _____

- All electrical wiring and equipment for light, power or heat in any building shall be installed in conformity with the Electrical Inspection and Licensing Act and the latest authorized edition of the Canadian Electrical Code.
- The installation, operation and maintenance of all sanitary facilities shall conform to the regulations of the Department of Public Health.
- The Lot owner shall be responsible for the cost of service connections to natural gas, electricity and telephone from the main line to their Lot.
- The Lot owner is responsible for their own on site water supply.
- Springside Developments is responsible for construction of the approach and culvert (where required) to the specifications and the satisfaction of the Resort Village of South Lake. The Lot owner is responsible for maintenance thereafter.
- The Lot owner is responsible for disposal of all garbage and debris.
- The Lot owner shall obtain the required permits and approvals from the Resort Village of South Lake prior to commencing any development work and otherwise comply with the Resort Village of South Lake bylaws.
- The Lot owner is to ensure all buildings are constructed or flood-proofed to a site elevation above the safe building elevations as determined by Sask. Water and the site specific Geotechnical report. This Geotechnical report also identifies landslide scarps where building should be avoided.
- The Lot owner shall be conscious of potential ice action and wave run-up and is responsible to take necessary precautions.
- Neither the Developer or its individual members shall be liable for any breach of any stipulation committed on any Lot after the Developer has parted with interest or possession of the Lot.
- In the event the Buyer does not comply with these Building and Use Restrictions, the Developer may, at its sole discretion, issue a violation notice and the Buyer shall pay to the Developer the sum of \$500.00 per month from the date the violation notice is issued until the default is remedied by the Buyer, and the Developer shall take whatever action available by law or equity to remedy the Buyer's default.
- The Developer reserves the right to modify or make changes to these guidelines, without notice, as it deems reasonably necessary to protect the Buyer of the Lot and the Buyers of other Lots in the development.

The purchaser has read and agreed to the above building & use restrictions:

_____	_____	_____
Purchaser	Witness	Date
_____	_____	_____
Purchaser	Witness	Date
_____	_____	_____
Springside Developments Inc.		Date