

CANYON BEACH PROPERTIES LTD.
ARCHITECTURAL CONTROL AND BUILDING AND DEVELOPMENT
GUIDELINES

This document serves as the standard Architectural Controls, Building Specifications and Development Guidelines between the property Owner and the Developer.

The property Owner understands and acknowledges that these guidelines run with the land identified on Title and constitutes a restrictive covenant which is binding on their heirs, executors and assigns, and that the Guidelines shall bind all subsequent purchasers/owners.

WHEREAS;

The Developer owns land within the RM of Last Mountain Valley #250 (the "RM") being; NE ¼, Section 26, Township 25, Range 24 ("Canyon Beach Resort") on the east shore of Last Mountain (Long) Lake, Saskatchewan known as Canyon Beach Resort; and

WHEREAS;

The property Owner has entered into an agreement to purchase a Lot in Phase 1, Block/Parcel A, Plan #102007257 (The "Lot") at Canyon Beach Resort from the Developer; and.

WHEREAS;

Both the Developer and the property Owner desire that the development retains a quality and environmentally controlled building and natural environment; and

WHEREAS;

The Developer requires all property Owners to comply with the building and property development specifications contained herein;

NOW THEREFORE;

These Guidelines witness that in consideration of the Developer selling a lot at Canyon Beach Resort to them, the Owner agrees that their ownership of the property shall be subject to the following terms and conditions and agrees to be bound by said terms and conditions set out herein.

A. Purpose of the Architectural Control and Building and Development Guidelines

1. The Owner agrees that the purposes underlying these guidelines include, but are not limited to:
 - i) Preserving the integrity of the natural environment and greenspace areas as much as possible;
 - ii) Protection and maintenance of their property ensuring the market value of the property and the Resort as a whole is maintained; and
 - iii) Respect for the rights of all Owners within the Canyon Beach Resort development.

2. These guidelines are effective for all cottages, summer homes, year round homes, inhabitable buildings and out-buildings constructed within the community of Canyon Beach Resort.
3. These controls are intended to ensure all development meets or exceeds the guidelines established in Section 9 of Bylaw 219/2001 (or any subsequent Bylaw that updates or replaces Bylaw 219/2001) by the RM.
4. The guidelines are intended to control lot use and ensure development proceeds in a consistent manner that creates an aesthetically pleasing community. The development controls described herein are intended to be in addition to the minimum requirements of the applicable zoning Bylaw(s) and development standards of the RM.

B. Easements and Services

1. Some properties within the development are subject to servicing easements and location of above ground transformers in favour of Saskatchewan Power, and/or Saskatchewan Energy and/or Saskatchewan Telecommunications.
2. The location of these transformers and which lots are affected by easements, are identified in the design plan prepared and approved by Sask. Power, Sask. Energy and Sask. Tel. This plan is identified on the lot Title and is available from the Land Titles Office.
3. The Owner acknowledges and agrees that the lot may be subject to such an easement.
4. The Owner further acknowledges and agrees that they will abide by the restrictions to the property as specified in the Servicing Agreement (attached hereto as Schedule 1).
5. The Developer acknowledges that, Sask. Power, Sask. Energy and Sask. Tel have committed to install and maintain their service to the development. The Developer makes no representations or warranties that said services will be available from the utility providers indefinitely.
6. The Developer, through a Servicing Agreement with the RM, is responsible for the construction and maintenance of gravel access and interior roads until such time as the roads are turned over to the RM. From that date forward, the RM shall be responsible for the maintenance of said roads. The Developer makes no representations or warranties on behalf of the RM as to the level of maintenance.
7. The Developer, through a Servicing Agreement with the RM, shall prepay certain costs to ensure Owners within the Canyon Beach Resort have access and the right to the regional Land Fill, Fire protection and maintenance of area green spaces provided by the RM.
8. The Owner is prohibited from clearing any vegetation outside the boundaries of their lot anywhere on the Canyon Beach Resort development.

C. Site Development

1. All lots designated for residential use shall be limited to residential use only. No commercial use(s) is allowed except where permitted by appropriate zoning.
2. The Owner is expressly prohibited from undertaking any further subdivision of their lot.
3. The Developer maintains the right to develop additional lots for the expansion of Canyon Beach Resort.
4. No more than one single family residence is permitted on each surveyed lot intended for residential use. All buildings must be of new construction whether moved to, or built on, the site.

5. Over and above that which is provided by the Developer, the Owner bears responsibility for all costs associated with the maintenance of an approach to their lot, and the maintenance of any culvert that may be required in such approach to meet municipal standards. Once the Agreement to Purchase is complete and the purchase funds have been transferred to the developer, or are held in trust for the benefit of the developer, full responsibility and liability for maintenance and/or repair of the lot approach lies with the Owner.

6. Ready to Move buildings of new construction moved to, or erected on site shall be acceptable provided the buildings meets the Building Design Controls as set out in this document and those set out by government or other approving authorities. These structures must also meet or exceed any requirements set out in Section 9.3 of Bylaw 219/2001 of the RM.

7. Mobile homes, Park homes, trailers, recreation vehicles or temporary accommodation of any kind are not permitted as permanent residences. This type of shelter is only permitted for habitat purposes for a maximum two year period without approval of a time extension. Extension of such use must be by application to the developer, approval of which will not unreasonably be withheld. Use of such a residence shall not extend past the expiration of the three year building requirement as noted in Clause C(12). This type of primary accommodation is permitted on site as temporary shelter or storage during the construction of the permanent resort home.

8. The Developer has graded the building platform area to the required elevations of Provincial Authorities. All permanent dwellings must be contained within the designated building lot platform in order to maintain proper building elevations as required by the approving authority. On transfer of ownership of the lot, the Owner is fully responsible and liable for maintaining the required grade elevations and ensuring any final grading or grade changes meet or exceed said requirements of the approving authority.

9. Construction and/or placement of any outbuilding on a lot must meet the requirements of the RM and the appropriate Bylaw in place at the time.

10. The Owner is responsible for acquiring any and all permits and/or approvals for the construction of any type of structure that extends into the lake. Any said structure must meet or exceed all requirements of the appropriate approving authorities.

11. In any instance no permanent building structures are permitted within 60 feet of the waterline or such minimum distance as defined by the Environmental Reserve area set by provincial guidelines.

12. Notwithstanding any regulatory requirements of the RM, there is a three (3) year time limit for the Owner to commence building a principal residence on the lot. Once an Owner applies for and receives approval for a development and/or building permit, commencement of construction must proceed within 6 months of the issue date of the permit and be completed within 24 months of the issue date of the permit. Commencement of construction means excavation of the land and installation of the building foundation.

13. The Owner shall be responsible for the installation and maintenance of a septic tank system that meets or exceeds all government specifications and standards for quality and durability. The Owner is required to ensure proper disposal of waste according to Municipal requirements and guidelines published by the Saskatchewan Department of Health and Environment.

14. Any landscaping issues must not affect lot grade, water diversion or government regulated lot and building elevations. In addition, The Owner is subject to any restrictions regarding tree planting and other landscaping on designated utility easements.

15. The Owner is responsible for all individual costs pertaining to disposal of waste materials and garbage. Burning of garbage or waste materials anywhere within or around the community of Canyon Beach Resort is strictly prohibited. Proof of a contract for garbage removal may be a requirement of the Municipality for approval of a building permit.

16. The Owner is responsible for acquiring the proper government approvals and permits for the extraction of water from the lake to be used for any purpose. Similarly, The Owner is responsible for acquiring the proper government approvals and permits for the drilling and use of an onsite well.

17. Outdoor yard storage is discouraged. No outdoor storage of non-operational and/or unsightly vehicles, machinery or equipment is permitted at any time. Outside storage of recreational vehicles such as boats, ATVs, snowmobiles or motor homes is limited to a maximum total of three at any given time. In no case are they permitted for use as permanent occupancy accommodations. At any time, the Developer assumes no liability for the security of vehicles or items of any kind stored on any lot by any Owner.

18. No waste, garbage or refuse of any kind shall be dumped, placed or stored on any lot except in appropriate containers which meet applicable Bylaw requirements of the RM.

19. No yard signage is permitted excepting signs indicating a property address and lot owner's name, a property for lease or sale and all signs must meet any approval process of the Municipality. An appropriate sized sign or ornament indicating the property address is required.

20. The Owner is not permitted to operate any business from the premise requiring outdoor storage, yard cultivation, animal husbandry, heavy vehicle traffic or outdoor display of any kind. Any proposed home business must meet the approval of the RM and must be in accordance with the Bylaw requirements in place at the date of application.

21. No hunting, trapping or gaming activity of any kind is permitted within the community of Canyon Beach Resort or the surrounding area.

D. Building Design Standards

1. For all residential lots not located directly on the lake front, the minimum building size for a single story residential dwelling whether cottage, summer home or permanent home shall be 850 square feet not including decks, patios, balconies and attached garages.

2. For all residential lots not located directly on the lake front, the minimum building size for a two story residential dwelling whether cottage, summer home or permanent home shall be 1,100 square feet. The minimum ground floor area shall be no less than 800 square feet not including decks, patios, balconies and attached garages.

3. For all residential lots located directly on the lake front, the minimum building size for a single story residential dwelling whether cottage, summer home or permanent home shall be 950 square feet not including decks, patios, balconies and attached garages.

4. For all residential lots located directly on the lake front, the minimum building size for a two story residential dwelling whether cottage, summer home or permanent home shall be 1,200 square feet. The minimum ground floor area shall be no less than 800 square feet not including decks, patios, balconies and attached garages.

5. Maximum site coverage including any and all out buildings shall be no more than 50% of the site area as identified on the Plan of Registration and Survey subject to any site coverage guidelines provided by the Municipality.

6. No out building shall exceed 1,075 square feet. In any instance the size of an out building shall not exceed the main floor area of the residence on the same lot.

7. Any out building used as a boat house shall not be more than one story (13 feet) in height measured from the top of any foundation to the peak of the roof line. In addition, said structure shall adhere to all lake and yard setback requirements as described herein. The height measurement is to be taken from the top of the foundation or grade beam which in no instance shall be more than 2.0 ft. above the required lot grade.
8. The minimum front yard setback requirement for any lot size is 20 feet from the surveyed lot line or any greater distance identified in the Bylaw of the RM. The front yard is defined as that portion of the lot that abuts the access road. Setback shall be measured to the nearest portion of the main structure to the property line.
9. The minimum rear yard setback requirement for any lot size is no less than the distance identified in the applicable Bylaw. Setback shall be measured to the nearest portion of the main structure to the property line.
10. For lake front properties the minimum rear yard setback requirement is 60 feet from the water; or the high water line as determined by the subdivision survey plan; or that distance defined by the provincial approving authority, whichever is greater.
11. For any property, all side yard setback requirements shall be a minimum of 7 feet per side, or no less than the minimum distance as identified in the Bylaw for the RM, whichever is greater. Setback shall be measured to the nearest portion of the main structure to the property line.
12. Roof over-hang (soffit) area may encroach into the setback area by no more than 2 feet.
13. In any instance, all permanent habitable buildings shall be located within the building site platform provided by the developer for each surveyed lot.
14. All habitable buildings must meet or exceed the minimum finished main floor elevation requirements as noted and approved by the regulating authorities or as identified on the subdivision survey plan. The minimum main floor elevation established by provincial designation is 493.5 metres above sea level.
15. No residential building shall exceed a total height of 32 feet or 9.144 metres measured vertically from the top of the foundation to the highest point on the roof. Any request for deviation from this limit must be approved by the developer.
16. The top of the building foundation for the house shall not exceed 3 feet or 0.914 metres above the surveyed grade of the building site footprint.
17. All supporting foundations must meet or exceed the suggested designs identified in the project Geotechnical Assessment dated June 11, 2008, (attached hereto as Schedule 2) or any subsequent Report that updates the Geotechnical requirements. The requirements of these reports must be made available to The Owners contractor when site development is proposed and as part of the architectural review.
18. The Owner is encouraged to arrange doors, windows and rooflines in an aesthetically pleasing manner with minimum intrusion on neighbouring properties.

19. The Owner shall utilize exterior earth tone colours and building materials that blend into the natural surroundings. Use of wood or similar sidings, stucco, vinyl, stone and brick are all acceptable. All exterior finishes must be properly maintained on an ongoing basis.

20. All roofing material must be typical to the housing industry such as, wood shake, asphalt shingle, clay tile or metal roofing or similar materials.

21. All homes, garages and outbuildings exceeding 200 square feet must have proper eavestroughing and downspouts.

22. The Owner is encouraged to construct buildings using energy efficient and environmentally “green” concepts.

23. Any fence erected on privately owned property must have a maximum height not to exceed 4 feet. Alternate fencing options may be trimmed hedging, shrubs or trees. The Owner is responsible for the regular maintenance of any fencing or natural barrier planted by the owner and separating an Owner’s lot from any neighbouring property.

24. All plumbing and drainage installations shall meet the requirements of the regulating authorities including the local Health District. No plumbing and/or drainage pipes are to be visible outside of the dwelling or out buildings except for regular eave downspouts and extensions.

25. The Owner is responsible to ensure the installation and maintenance of the septic/sewage holding tank meets all requirements of the Saskatchewan Departments of Public Health and Environment.

26. The shoreline protection regulations established under the Public Health Act and the Department of Environment must be met. With the exception of rain water, snow melt or normal water run off, all water discharge from any drain or building must be contained within the approved septic/sewer system and meet the requirements of the regulatory bodies. Systems which collect run off water for the purpose of irrigation are permitted.

27. All electrical wiring and equipment shall be installed in conformity with the appropriate Government Act(s) and Building Code in force at the time of building.

28. The Owner shall provide clear address signage with adequate, non invasive, indirect night time lighting. It is recommended such signage blends well into the general development theme of the property.

29. All building designs and placements may be subject to approval by the Developer and/or its agent. The Owner may be responsible to pay a fee for the review and approval of proposed building plans. For the purpose of controlling the application of these GUIDELINES, The Owner shall submit an application to the Developer and obtain approval of same prior to application to the RM for any building or development permit. The Developer shall undertake to review and return the plans with comments to the Owner within ten days of receipt by the Developer.

30. Any relaxation request regarding these Standards is at the discretion of the Developer subject to the controlling guidelines of the applicable Bylaw in force at the time.

E. Compliance

1. The Owner understands that the terms and conditions set out herein are a minimum and the Owner must comply with all applicable Federal, Provincial, and Municipal building codes, zoning regulations, health regulations, environmental laws, and all applicable regulations from any other governing body or authority.
2. The Developer shall 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 Owner.
3. These guidelines shall be governed by the laws of the Province of Saskatchewan and the parties hereto agree to execute all further documents necessary to give effect to this agreement.

F. Miscellaneous

- 1.1 These guidelines are registered against Title to the Lot. The Developer shall bear all Land Title and Legal fees associated with registration of said Guidelines.
- 1.2 Any notice of application to the Developer shall be sent via personal delivery, telephone facsimile transmission 306-586-2860 or by email to: lmarceca@sasktel.net
2. The parties acknowledge that the offers to purchase the following lots were made and accepted prior to the final drafting of these guidelines:

Lot 17, Block A Plan 102007257;
Lot 18, Block A Plan 102007257;
Lot 19, Block A Plan 102007257;
Lot 20, Block A Plan 102007257; and
Lot 21, Block A Plan 102007257 (the "Initial Lots")

As such, the Architectural Guidelines and Restrictions provided to the purchasers of the Initial Lots (attached hereto as "Schedule 3") were different in some respects from those contained herein. Those differences include, but are not limited to, the following:

- a. The purchasers of the Initial Lots shall be permitted to maintain a recreational vehicle on their property during construction for five (5) years as opposed to three (3) years;
- b. The purchasers of the Initial Lots shall have a five (5) year time period to commence building a permanent residence on the Property as opposed to a two (2) year time period; and
- c. The Developer shall pay for the installation of the septic tank as opposed to the purchasers of the Initial Lots making payment for the same.

The parties acknowledge that the purchasers of the Initial Lots are entitled to the rights and privileges resulting from the differences specifically set out above and generally contained within these Guidelines; however, those rights and privileges are for the benefit of said purchasers only and are not binding on and cannot be relied upon by the said purchasers' heirs, executors, personal representatives, successors or assigns.

The parties agree to refrain from bringing any action, suit, or proceeding against the Developer or the purchasers of the Initial Lots to enforce any one or more of the provisions contained herein that differ from those contained in Schedule 3.

3. Each of the covenants, stipulations, and restrictions contained herein are severable from every other covenant, stipulation, and restriction and should any one or more covenant, stipulation, or restriction under these Guidelines be found invalid or unenforceable, the same shall not affect the validity or enforceability of the remaining covenants, stipulations, and restrictions.

4. The purchaser acknowledges the receipt of a copy of the Lakeview Lot Restrictions and Map and agrees that they will abide by the restrictions to the property as specified in the lakeview lot restrictions (attached hereto as Schedule 4).

G. Pet Policy

1. Each owner must see to it that all pets are kept on the owner's property unless leashed. No pets shall be permitted to roam the property and the Developer plans to utilize the Enforcement Procedures for these Guidelines to address violations. The procedure that will be specifically used to address violations of the Pet policy Guidelines as it relates to pets is listed below:

1. The offending lot owner will be sent a warning letter from the Developer identifying the nature of the violation; referencing the specific provision of the Declaration, Bylaws, Rules, and/or Regulations that has been violated; and giving a specific date for compliance.
2. Should complaints continue, a second letter will be sent from the Developer advising the lot owner that a fine of \$250.00 has been levied. If complaints continue after the \$250.00 fine is levied, additional fines will be levied for each such subsequent complaint received and at the discretion of the Developer, the fine amount levied per the additional violations may be increased should the condition(s) not be properly addressed and the complaints continue.

Fines must be paid within 30 calendar days of the date on the letter, which levies the fine. If the fine is not paid within 30 days, the fine will increase to \$100 per day until the total levied fine balance is paid. The Developer may undertake legal action to collect the unpaid balance. The property owner will be responsible for all costs associated with the collection of the unpaid balance including attorney fees.

Additionally; these guidelines also applies to any pets brought onto the Development by your guests and/or contractors. It is the property owners' responsibility for ensuring these companies or persons are aware and adhere to these policies. You will be held legally and financially responsible for any failure of your guests or contractors to adhere to this policy.

The Developer trusts that going forward all pet owners within Canyon Beach Resort will be good neighbors and keep their pet(s) on their property unless leashed.

2. The purchaser acknowledges the receipt of a copy of the Canyon Beach Resort Pet Policy and agrees that they will abide by the restrictions to the property as specified in the policy.