

MAREAN LAKE RESORT BUILDING STANDARDS AND DEVELOPMENT AGREEMENT

Development Conditions

1. All buildings must be constructed according to *The National Building Code of Canada* and the *National Fire Code of Canada*.
2. All developments must respect applicable provincial legislation and municipal bylaws.
3. Buildings shall achieve a high standard of design based on the compatibility of new development with the existing character and nature of the residential area, while accommodating a gradual evolution of architectural styles and innovative building forms, providing a built environment aimed at long term public benefit.
4. Mobile homes shall not be permitted.
5. All buildings, including ready to move homes that are to be relocated, are to be constructed with new materials.
6. All buildings, including ready to move homes, must be designed and constructed in such a way as to form an attractive and integral part of the environment.
7. Metal buildings are not permitted.
8. Metal siding on buildings is not permitted.
9. Temporary use of Recreational Vehicles (R.V.'s) on lots is permitted provided the units remain movable and do not become fixed to the ground.
10. No structure shall be greater than two (2) stories.
11. Site Coverage on any lot shall not exceed sixty percent (60%).
12. Front, side and rear yard setbacks are to meet the requirements of the R.M.'s Zoning Bylaw.
13. Guest Houses are permitted as accessory buildings.
14. Membrane-covered structures are not permitted.
15. Dwellings must be finished on the exterior within two (2) years after start of construction.
16. Yards must be landscaped within two (2) years following the construction of a dwelling.
17. All lots must have approved individual sewage holding tanks constructed to Public Health standards and the effluent must be hauled by a licensed contractor to an approved disposal location.
18. Dwelling units and yards on each lot shall be developed to facilitate a pleasant and inviting streetscape.
19. Where possible, siting and house layout should minimize obstruction of views, overview and overshadowing of neighbours.
20. Lateral wood plank or log rail fences that lend to the resort feel of the development are encouraged. The following standards apply to fences:
 - (a) Chain-link fences are not permitted in front yards;
 - (b) Property owners are encouraged to work with adjacent property owners to agree on the same type of fences prior to installation;
 - (c) No wall or fence shall be erected in a required front yard or on any site line adjacent to a required front yard to a height of more than 1.22 metres (4 feet) above grade.
 - (d) No wall or fence shall be erected in a required rear yard or on any site line adjacent to a required rear yard to a height of more than 1.83 metres (6 feet) above grade.
 - (e) For lakeshore lots, no wall or fence shall be erected adjacent to the lakeshore to a height of more than 1.22 metres (4 feet) above grade.

- (f) For Lots that are adjacent to a public space, a wall or fence may be erected to a height of no more than 1.83 metres (6 feet) above grade along any side yard that is adjacent to the public space. This does not apply to front or rear yard walls or fences.
21. If a well is to be developed, the property owner is responsible for the installation of the well by a licensed drilling company and must adhere to provincial legislation and regulations.
 22. Where possible, the exterior of an accessory building should be finished to match the character of the main building. Dark sky compliant light fixtures are encouraged. No outdoor lighting shall be installed that broadcasts light upwards.
 23. During construction, residential lots must be kept clean and orderly and developers must adhere to the following standards:
 - (a) Construction materials must be properly secured and trash must be contained;
 - (b) Dumping of grading material and building waste is prohibited;
 - (c) Disturbance of adjacent lots or Municipal Reserves is prohibited;
 - (d) Burning of garbage is prohibited.
 24. Any pre-existing buildings that do not comply with this agreement may be repaired if required, but not added to or replaced unless in compliance with this agreement.

Lot Use and Restrictions

1. No owner or occupant of a lot shall park, or have any inoperable vehicle, snowmobile or motor bike on the lot or public roadway or any parking space.
2. No activity shall be carried on upon any lot which is an unreasonable annoyance or nuisance to any other owner including, but not limited to: loud noises, odours, or smoke.
3. Garbage and other waste material shall be kept in sanitary containers located in appropriate areas, concealed from view.
4. The property owner shall be responsible for the maintenance of their respective septic system and subsequent removal of waste.
5. The property owner shall be responsible for the maintenance of their respective water well(s).
6. Signs are prohibited with the following exceptions:
 - (a) To identify the owner of the property;
 - (b) For property sale purposes.
7. The property owner is required to maintain the lot at all times and to keep it trash and debris free.
8. The keeping of livestock is prohibited in the development.
9. Certain domestic animals (cats, dogs) are permitted in the development area, subject to relevant bylaws and legislation governing noise and public health. Owners shall be liable for any unreasonable noise or damage to any person or property caused by animals brought or kept upon the property by an owner or visitors to the owner's property.
10. Breeding kennels and boarding kennels are not permitted in the development.
11. The following uses are to be permitted as home based businesses, subject to the applicable development standards:
 - (a) Office professional, or one who offers skilled services to clients and is not engaged in the sale of goods or products to clients;
 - (b) Typing, word processing and computer programming services;
 - (c) Administrative office of a contractor.
12. Cottage Owners may not engage in any retail or manufacturing commercial enterprise to be operated out of their home.

Definitions

Wherever in this document the following words or terms are used, they shall, unless the context otherwise provides beheld to have the following meaning:

Accessory Building or Use: means a building or use which:

- (a) Is subordinate to and serves the principal building or principal use;
- (b) Is subordinate in area, extent and purpose to the principal building or principal use served;
- (c) Contributes to the comfort, convenience or necessity of occupants of the principal building or principal use served; and,
- (d) Is located on the same site as the principal building or principal use served.

Building: means a structure used for the shelter or accommodation of persons, animals, or chattels.

Deck: means a raised open platform, with or without rails, attached to a principal building.

Dwelling Unit: means one or more habitable rooms constituting a self-contained unit and used or intended to be used together for living and sleeping purposes by one or more persons.

Fence: means an artificially constructed barrier erected to enclose or screen areas of land.

Guest House: a building which is used for human habitation, has not more than one kitchen, and is occupied by the owner and in which persons are accommodated on a temporary basis.

Home Based Business: an occupation carried on by the occupants of a residence ancillary to a principal use.

Kennel: means the temporary accommodation of dogs, cats or other domestic animals for commercial purposes.

Landscaping: means the modification and enhancement of a site through the use of any or all of the following elements (a) *Hard Landscaping:* means landscaping consisting of non-vegetative materials, such as brick, stone, concrete, tile and wood, but excluding monolithic concrete and asphalt. ; (b) *Soft Landscaping:* means landscaping consisting of vegetation, such as trees, shrubs, hedges and grass; or (c) *Architectural Elements:* means landscaping consisting of wing walls, sculptures, etc.

Lot: means an area of land with fixed boundaries and which is of record with the Information Services Corporation by Certificate of Title.

Membrane-Covered Structure: means a structure consisting of a frame that is covered with plastic, fabric, canvass or similar non-permanent material, which is used to provide storage for vehicles, boats, recreational vehicles or other personal property. The terms shall also apply to structures known commonly as 'hoop houses', 'canopy-covered carports' and 'tent garages', and can be fully or partially covered. Gazebos are not membrane-covered structures.

Mobile Home: means a trailer coach that may be used as a dwelling all year round.

Modular (Manufactured) (RTM) Home: A residential dwelling that is constructed off site.

Modular Home: means a factory built home that is manufactured as a whole or modular unit and is designed to be moved on a removable chassis to be used as a one unit dwelling.

Parking Space, Vehicle: means a space within a building or parking lot for the parking of one vehicle, having minimum dimensions of 2.4 metres wide by 5.5 metres deep, and which has access to a developed street or lane.

Principal Residence: means the main residential building situated on a lot.

Recreation Vehicle: means a unit intended to provide temporary living accommodation for campers or travellers; built as part of, or to be towed by, a motor vehicle; and includes truck campers, motor homes, tent trailers and travel trailers.

Sign: means any writing (including letter or word), billboard, pictorial representation (including illustration or decoration), emblem (including devise, symbol or trademark), flag (including banner or pennant), or any other figure of similar character which (a) is a structure or any part thereof, or is attached to, painted on, or in any manner represented on a building; (b) is used to announce, direct attention to, or advertise a use or building; or, (c) is visible from outside the building.

Site: means one or more contiguous lots under one title and used, or intended to be used, by a single principal use.

Site Line, Front: means the line that divides the site from the street. In the case of a corner site, the front site line shall mean the line separating the narrowest street frontage of the site from the street.

Site Line, Rear: means the line at the rear of the site and opposite the front site line.

Site Line, Side: means a site line other than a front or rear site line.

Site Coverage: means that portion of the site that is covered by principal and accessory buildings, including both covered and noncovered decks.

Structure: means anything that is built, constructed, or erected, located in, on, or over the ground, or attached to something located in or over the ground.

Total Building Floor Area: means the total footprint of all buildings on a site, including accessory buildings, plus enclosed patios, decks, and secondary buildings.

Use: means the purpose or activity for which a piece of land or its buildings is designed, arranged or intended, occupied or maintained.

Yard - an unoccupied space open to the sky on the same site with a building or structure as defined within the R.M. of Bjorkdale Zoning Bylaw No. 3-82.

Yard, Front: means the area between the side site lines and the front site line to the front building line.

Yard, Rear: means the area between the side site lines, and the rear site line to the rear building line.

Yard, Side: means the area between the front and rear yards and between the side site line and the side building line.