

Cardinal Estates

Residential Acreage Development Guidelines & Restrictions

- 1) Only one private dwelling house, to be occupied by one family only, shall be erected and standing on the Property.

Minimum square footage:
1200 Sq. Ft. – Bungalow
1200 Sq. Ft. - Bi-Level or Split Level (2 levels)
1500 Sq. Ft. - 1.5 or Two-Story
- 2) All construction shall be with new material only. The Owner shall commence construction of a dwelling, in accordance with section 1 of this schedule, within a period of not more than twenty four (24) months from the date of original purchase. After commencement of construction, the exterior of the dwelling must be completed within twelve (12) months. If the Owner breaches its covenants as contained in this section, the Vendor shall have the immediate right to repurchase the Property and any improvements or appurtenances thereon for one hundred percent (100%) of the original purchase price of the Property (without interest).
- 3) Roofs pitch minimum 4/12.
- 4) Minimum 2 Car Attached Garage.
- 5) Exterior construction material shall be hardboard, brick, stone, ceramic tiling, stucco, or exterior siding (vinyl, wood, or aluminum).
- 6) All buildings containing a basement shall have a sump pit and weeping tile drainage system which meets all building code requirements.
- 7) All out-buildings on the Property shall be complementary to and in keeping with the style and character of the main dwelling house on the Property.
- 8) No garage, trailer, camper, motorhome, mobile home, or recreational vehicle shall be used as a residence on the Property.
- 9) Basic landscaping is mandatory. The Property Owner shall be responsible for all maintenance and upkeep on the Property (including but not limited to, mowing / trimming of all grass, weeds, trees, and shrubs on the Property) and all fencing within or adjacent to the Property that was erected by the Property Owner or the Developer.
- 10) As a minimum requirement, all driveways shall be completed with a gravel surface. All approaches shall be those presently constructed and in place. If approaches are to be relocated or re-constructed, they shall be at the Property Owner's expense and done only with approval in writing from the Developer and the RM of Dundurn, No. 314 prior to the approach being relocated and/or reconstructed.
- 11) All year lights must be approved by Developer.
- 12) All utility services (power, telephone, etc.) shall be buried underground.

Cardinal Estates

Residential Acreage Development Guidelines & Restrictions

- 13) The Property Owner agrees to become a member of the Dundurn Rural Water Utility and abide by the membership agreement.
- 14) An approved sewage disposal system is mandatory, as per Saskatoon Regional Health Authority guidelines. Current Saskatoon Regional Health Authority guidelines require a type 2 (2 cell) treatment mound sewage disposal system. Saskatoon Regional Health Authority approval must be received prior to the construction of the sewage disposal system. Please contact Saskatoon Regional Health Authority before commencing construction.
- 15) Barbed-wire fencing is not permitted.
- 16) No rubbish, trash, or garbage or other waste material shall be kept or permitted on any Property except in a sanitary container, and no odor shall be permitted so as to render the development or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No lumber, grass, shrubs or tree clippings, plant waste, metals, bulk materials, scrap, refuse, trash, unsightly objects, materials, or debris shall be kept, stored, or allowed to accumulate on any portion of the Property except within enclosed structures or suitably screened from view.
- 17) No animals, insects, livestock, reptiles, poultry, cows, sheep, swine, ostriches, goats, or other such animals shall be raised, bred or kept on the Property, except domesticated household pets. Domesticated household pets are allowed, which shall not be permitted to run at large.
- 18) No business or commercial activity shall be conducted and / or no business or commercial building shall be erected on any Property. Parking or storage of large commercial vehicles / equipment on any Property is prohibited unless it is parked / stored within an appropriate building.
- 19) No unsightly buildings, advertising signs, bill boards, spite fences or anything of an unsightly nature shall be erected on the Property, except real estate signs advertising the sale of the Property.
- 20) The Property Owner shall be responsible for all damages to adjacent lands as a result of any construction or other activities on or near the Property or other parts of the development. In particular the Property Owner agrees to pay for all damages to the road, water system, utility systems, survey pins, fence and other such items. If any damages exist at the date of purchase / possession, such damages must be documented and brought to the attention of the Developer in writing.
- 21) No excavation shall be made in or to the Property and no soil, sand or gravel shall be removed from the Property except for the purpose of building on the Property, or for the improvement or landscaping of the Property. No soil, sand or gravel shall be removed from the Property.

Cardinal Estates

Residential Acreage Development Guidelines & Restrictions

- 22) A copy of the Engineering Geotechnical Report prepared by P. Machibroda Engineering Ltd. dated January 21, 2008 is available from the Developer for geotechnical, septic and construction considerations on the property. Purchasers are responsible for obtaining, from their contractor(s), a written statement that certifies the building plans comply with the Engineering Geotechnical Report's recommendations. A copy of this written statement shall accompany the building permit application to the municipality.

- 23) Written approval from the Developer shall be obtained prior to any site development, including any building or structure construction onsite or any building or structure moving onto the Property. A copy of this written approval shall accompany the building permit application to the RM of Dundurn, No. 314. Building and / or development will not be allowed on areas prone to flooding and / or ground slumping, or on areas of existing easements (TransGas, SaskEnergy, SaskTel, SaskPower, SaskWater, etc).

- 24) All titles will have a Development Guidelines & Restrictions and Agricultural District Caution caveat.

- 25) Where default by a Property Owner by failure to comply with one or more of Cardinal Estates' Residential Acreage Development Guidelines and Restrictions, the Developer may, on its own behalf or by way of its servants, agents, or contractors, enter upon the Property and proceed to supply all materials and do all necessary work in connection to the deficiency, including repair or reconstruction of faulty work, and the replacement of materials which are not appropriate, and to charge the cost of so doing, together with a fee equal to 10% of the cost of the materials and works to the Property Owner.

Cardinal Estates

Residential Acreage Development Guidelines & Restrictions Agricultural District Caution

The Property Purchaser (Owner) understands and acknowledges that:

- 1) The Property is located in a rural area, and in close proximity to agricultural land.
- 2) Notwithstanding any residential development which may take place on the Property and on adjacent Properties, the character of the neighborhood in which the Property is located remains that of a rural agricultural area.
- 3) From time to time, incidents of agricultural operations may affect the enjoyment of the Property, such incidents include, but not being limited to, the Property owner and persons resident on or visiting the Property being exposed to:
 - a. Noise;
 - b. Work lighting;
 - c. Odor;
 - d. Smoke and/or dust;
 - e. Chemical residue arising from spraying operations
- 4) As with any other land, the purchase of the Property entitles the Property Owner, residents of the Property, and visitors to the use of the Property only, and to any adjacent public roadway and/or public reserve, and does not entitle any such persons to enter upon, use, or trespass upon any lands not owned by the Property Owner. In view of the foregoing, the Property Owner in purchasing the Property, further acknowledges that he or she fully understands the dangers associated with entry upon adjacent agricultural lands, which dangers include but are not limited to:
 - a. Hazards associated with agricultural machinery operating or stored on the land;
 - b. Hazards associated with the topography of the land, including unmarked ruts, holes, wells, and other excavations;
 - c. Hazards associated with the application of agricultural chemicals to the lands;
 - d. Hazards associated with being in proximity to livestock, including the dangers posed by bulls during the breeding season, and cows when persons interfere with their young.
- 5) The Property Owner, in purchasing the Property, acknowledges that he or she has assumed a responsibility to educate those persons residing on the Property, and those persons visiting the Property, about the hazards associated with life in an agricultural neighborhood.

By signing below, the purchaser of the Property acknowledges that they understand the Residential Acreage Development Guidelines & Restrictions, and agree to adhere to and be bound by such. If any of the aforementioned Development Guidelines & Restrictions are found to contravene any Federal, Provincial, or Municipal law, guideline, or restriction, the Federal, Provincial, or Municipal law, guideline, or restriction shall supersede the aforementioned one.

Lot # _____ Date _____

Buyer _____ Witness _____

Buyer _____ Witness _____