

BYLAW NO. 2020-16

BUILDING BYLAW

SANDY BEACH LAKE REGIONAL PARK

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Sandy Beach Lake Regional Park Authority

BYLAW NO. 2020-17

A BYLAW RESPECTING BUILDINGS

The Sandy Beach Lake Regional Park Authority in the Province of Saskatchewan enacts
as follows:

SHORT TITLE

- (1) This bylaw may be cited as the Building Bylaw.

INTERPRETATION/LEGISLATION

- (2) (1) Act" means *The Uniform Building and Accessibility Standards Act* being Chapter U-1.2 of the Statutes of Saskatchewan, 1983-84 and amendments.
- (2) Administrative Requirements" means *The Administrative Requirements for Use with The National Building Code*.
- (3) Authorized representative" means a building official appointed by the local authority pursuant to subsection 5(4) of the Act or the municipal official.
- (4) Local authority" means the Sandy Beach Lake Regional Park Authority
- (5) Regulations" means regulations made pursuant to the Act.
- (6) Definitions contained in the Act and Regulations shall apply in this bylaw.

SCOPE OF THE BYLAW

- (3) (1) This bylaw applies to matters governed by the Act and the Regulations, including the *National Building Code of Canada*, and the Administrative Requirements.
- (2) Notwithstanding subsection (1), references and requirements in the Administrative Requirements respecting matters regulated by the Act and Regulations shall not apply.
- (3) Notwithstanding subsection (1), references and requirements in the Administrative Requirements respecting "occupancy permits" shall not apply except as and when required by the local authority or its authorized representative.

GENERAL

- (4) (1) A permit is required whenever work regulated by the Act and Regulations is to be undertaken
- (2) No owner or owner's agent shall work or authorize work or allow work to proceed on a project for which a permit is required unless a valid permit exists for the work to be done

The granting of any permit that is authorized by this bylaw shall not:

- (a) entitle the grantee, his successor or assigns, or anyone on his behalf to erect any building that fails to comply with the requirements of any building restriction agreement, bylaw, act and/or regulation affecting the site described in the permit, or
- (b) make either the local authority or its authorized representative liable for damages or otherwise by reason of the fact that a building, the construction, erection, placement alteration, repair, renovation, demolition, relocation, removal, use or occupancy of which has been authorized by permit, does not comply with the requirements of any building restriction agreement, bylaw, act and/or regulation affecting the site described in the permit.

1. In this schedule the following definitions shall apply:

- a) "street clearance"- shall mean the distance from:
 - i) the boundary of the lot which is closest to and most parallel with the roadway adjacent to the lot (the "Street Boundary"); to
 - ii) the closest edge of any building located on the lot.
- b) "rear clearance" shall mean the distance from:
 - i) the boundary of the lot which is opposite to, and most parallel with, the Street Boundary (the "Rear Boundary"); to
 - ii) the closest edge of any building located on the lot.
- c) "side clearance" shall mean the distance from:
 - i) any boundary of the lot which is not the Street Boundary or the Rear Boundary; to
 - ii) the closest edge of any building located on the lot.

2. The Leased Property shall be subject to the restrictions and conditions herein set forth which shall be deemed to be covenants running with the Leased Property and shall be binding upon and ensure to the benefit of the owner or owners of all the lots in that portion of Sandy Beach Regional Park, and such other lots as may, from time to time, be made subject to such restrictions and conditions.

3. Any new building shall meet the most current building codes at the time of application

4. Fees: Demolition Permit- A demolition permit shall be obtained at a cost of \$500 for any building being demolished that has infrastructure (utilities) or foundation

Development Permit- The development permit application fee shall be \$250

Completion Deposit: A completion permit fee of \$2250 will be charged and is completely refundable upon completion of the items noted in the plans and specs and approved on the development permit within 2 years following granting of the permit.

5. All the lots shall be developed in conformity with the conditions and covenants set out in this schedule.
6. None of the lots shall be further subdivided without the express written consent of the Regional Park Authority.
7. All lots shall be maintained at the expense of each lot owner to allow the existing surface drainage to continue and to allow the free passage of water on, over, under and through the lots. It is the intention to have the lot drainage to run from the road side of the lot and run to the lake side.
8. The owner or owners from time to time of each of the lots shall not suffer or permit dirt fill, loam, sand, gravel, paper, other debris, weeds, snow, ice, or slush to fill or accumulate or remain in or upon the lots including without limiting any concrete or asphalt drainage gutter or structure which may heretofore or hereafter be constructed upon the lots and which material would alter the existing surface drainage or alter the level or grades of the lots as the same are now or hereafter constructed and established by the Developer.
9. The owner or owners from time to time of each of the lots shall not suffer or permit any trees or shrubs to be planted or any other form of landscaping to be undertaken which would restrict, impair, impede or otherwise interfere with drainage across the lots or through any concrete or asphalt drainage gutter or structure constructed on such lot to be removed or altered
10. The owner or owners from time to time of each of the lots do hereby grant to the Regional Park Authority, its servants and agents a license to enter upon the lot for the purpose of installing, repairing or replacing any grass, concrete, asphalt drainage gutter or structure, (without any acknowledgement of liability to perform such obligation), such licenses to be irrevocable. Regional Park Authority shall have no obligation whatsoever with respect to the repair of such concrete or asphalt gutters or structures.
11. The sole use of each lot is for a private single-family dwelling which provides for one family unit. The only other permitted buildings on a lot will be a garden shed(s) (each not exceeding 200 square feet) and one garage that does not exceed 1500 square feet. A

development permit is required by the regional park authority. No residence or outbuilding shall be erected unless the Lessee obtains a building permit from the RM, and the structure complies with New Housing Act standards and all applicable building codes and by-laws in force. No lot shall be used for a duplex, apartment, or any house designed for more than one family unit. A family unit shall consist only of one couple and the children or parents or that couple.

12. Water and sewer systems shall strictly conform to all applicable regulations and shall be maintained in good and proper working condition. Because of Saskatchewan Watershed Authority Concerns they recommend a cistern be installed as a source of water to each lot, and an approved holding tank shall be installed for sewer. People who use private water and sewer systems are responsible for having their water tested to ensure it is safe for drinking or domestic use and for making certain their onsite sewage disposal system does not contaminate water sources. Private domestic wells are not licensed, monitored or regulated. Ground water supply can be affected by other wells, sewer systems, contamination and climate change. If ground or surface water is unsuitable, residents must have water hauled from other sources. The Saskatchewan Watershed Authority and the Ministry of Health publish guides for maintaining water sources on line at www.swa.ca and www.saskh20.ca
13. The residential non-basement living area shall not be less than 1000 square feet, excluding the garage, patio, porch or like structure, or extension.
14. Mobile Homes, Modular Homes and RTM's not subject to current building codes are not permitted.
15. Holiday trailers, campers, and motorhomes are not permitted on the lots except that the same are permitted:
 - a) as ancillary to a principal building and used for not more than 21 days in any 60 consecutive days; or
 - b) as ancillary to a principal building and are stored without being used for sleeping purposes.
16. The external finish of any residence or outbuilding shall be stone, brick, stucco, manufactured siding, or any similar product, or any combination thereof, and shall be

properly installed and maintained. All external finish shall be in a generally acceptable colour combination.

17. Although there is no restriction on when construction must commence all owners shall take reasonable steps to control weeds on the owner's lot, as well as keeping the grass cut and maintaining the lot in a clean and tidy manner. Should this not occur the regional park authority may perform such services and invoice the lessee for such services.
18. No unsightly objects, garbage heaps or non-operative vehicles are permitted on the lots.
19. No lot can be utilized for storage of recreational vehicles in excess of 4 vehicles.
20. There shall be no storage of heavy equipment.
21. No residence or lot may be used for a profession, trade, business or any other commercial enterprise without the consent of the Regional Park Authority.
22. No building waste or materials and no environmentally dangerous substances shall be stored, burned, buried or dumped on the lots.
23. No signs or advertising matter of any kind shall be placed on the lots other than a family name or to advertise the lot for sale or lease.
24. No building shall be erected:
 - a) Such that the Street Clearance is less than 6 meters;
 - b) Such that the Rear Clearance is less than 6 meters;
 - c) Such that the Side Clearance -shall meet the permitting requirements required by the RM of Britannia
25. The terms herein are enforceable by the Regional Park Authority or the lessees of any or each of the lots and any waiver by the Regional Park Authority or any other lessee of the strict performance of the covenants set out herein shall not of itself constitute a waiver or abrogate the covenants set out herein.
26. No action shall lie against the Regional Park Authority for damages for the breach or non-enforcement of any one or more of the covenants contained in this schedule unless the

Regional Park Authority is registered as the owner of the lot alleged and proven by a court of competent jurisdiction to be in breach of this schedule.

27. Words herein importing a number or gender shall be construed in conformance with the context of the party or parties in reference.
28. The safe building elevation is set at 581.9 meters geodetic and no development shall occur below that level without flood proofing considerations and are the sole responsibility of the lessee.
29. A ministry of Environment permit is required to alter any vegetation or terrain near a bank or shoreline. For details contact the Ministry of Environment at 306-825-7551
30. The department of Fisheries and Oceans advised development in or near water may be subject to the federal Fisheries Act. Contact DFO at 306-953-8777 regarding altering shoreline, depositing or removing of materials , installing water intakes, docks or boat launches.
31. The Regional Park Authority, may, by written agreement, grant any lessees a temporary or permanent relaxation of any of the restrictions herein.
32. If any provisions herein or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of these restrictions shall not be affected thereby and each remaining provision shall be valid and shall be enforceable to the extent permitted by law.
33. Complaints regarding infractions of the within restrictive covenant must be made in writing, signed and presented to the offending lot owner not less than 21 days before legal action is taken to enforce these terms.

PENALTY

(2) (1) Any person who contravenes any of the provisions of this bylaw shall be liable to the penalties provided in Section 22 of the Act.

(2) Conviction of a person or corporation for breach of any provision of this bylaw shall not relieve him from compliance therewith.

34.

WHEREOF The Sandy Beach Lake Regional
Park Authority, as Lessor, has hereunto set its
hand by its authorized signing officers and
seal as of the __ day of _____,

IN WITNESS WHEREOF THE Lessee hereby
agrees to the above noted conditions as of the
_____ day of _____,

**SANDY BEACH REGIONAL PARK
AUTHORITY**

Chairperson:

Lessee:

Lessee:

PART IV: EFFECTIVE DATE OF BYLAW

1. Park Authority Readings and Adoption

Introduction this 11th day of August 2020

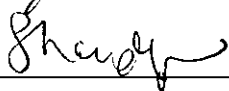
Read a first time this 11th day of August 2020

Read a second time this 14th day of September 2020

Read a third time this 29th day of September 2020

Adoption of Bylaw this 6th day of October 2020

Chairperson  _____

Secretary  _____