

**SPECIAL CONDITIONS**  
**(CONSTRUCTION GUIDE)**

The present sale is made subject to the following special conditions that the Purchasers bind and oblige themselves to respect.

**1. INTRODUCTION:**

**1.1** The objectives of the real estate project are to support in an elegant setting of tranquility, peace, and restfulness in the respect of the other owners, their immediate family and their guests.

**1.2** An important element will be to preserve a healthy forest and environment, respecting the regional characteristics and the presence of the flora and fauna for the benefit of the owners.

**1.3** All property rights and the enjoyment of the sites will be exercised in respect of the natural character, in respect of the indigenous and wild species and in the respect of the rights of good neighbourliness.

**1.4** All property rights and the enjoyment of the sites will be exercised keeping into account the objectives of the real estate project.

**2. USAGE:**

**2.1** The Land must be used and must be reserved for the purposes of building or erecting a single-family residence only.

**2.2** The Land (including a lot constituting two lots) must preserve its original width, depth and surface area and must not at any time be broken down or be split. No land may, at any time and in any manner, be divided or subdivided, nor may it be the object at any time of a partial sale, nor in any manner whatsoever may it be the object of a dismemberment of the property right. To avoid intensive usage of the lakeshores, the owners may not concede any right or way, right of access to the lake or stream, even by tolerance, nor any servitude on the Land, except public utility usage.

**2.3** The owners may rent their Property on the basis of one (1) month or more. Long term rentals are permitted.

**2.4** The construction must respect the front setbacks of twenty metres (20 m), lateral setbacks of eight metres (8 m) and back setbacks of twenty metres (20 m) and any others margins more strictly defined by the municipality.

**2.5** The construction of a residence will be completed by the Purchasers at their expense within the ten (10) years of signing the present document and the exterior finishing must be terminated within the twelve (12) months of its beginning.

**2.6** When allowed according to local municipal regulations in effect, an office for professional services may be maintained inside the residence located on the Land.

**2.7** The following standards apply to all Lands. All residences cannot have more than two (2) storeys above ground level. All the residences must include the following, above ground living areas: a minimum of one thousand six hundred square feet (1,600 sq.ft), whose ground floor area will be equal or superior to eight hundred twenty-five square feet (825 sq.ft). Sloped roofs must have a slope of between 6-12 and 12-12 and it must be covered with cedar shingles, asphalt shingles or enamelled sheet metal. All constructions must be made from solid materials, that is: wood, treated wood, natural stone, artificial stone. The exterior colours must be subdued. The installation of the following items is prohibited: promotional signage, neon type exterior lights, windmills, clotheslines and temporary garages.

**2.8** All garages, gazebos and other types of constructions, on the Land, must respect the style and theme of the residence and be smaller in size than the primary construction dwelling. It is understood this also applies to guesthouses.

**2.9** All pools, water garden and tennis court type constructions, on the Land, must be designed and constructed so as to respect tranquility, peace and the dispersion of noise and of lighting. Protective fences, if required, must ensure security on the premises.

**2.10** A wharf can be installed on lakefront Lands. Its total surface area must be less than twenty square metres (20,00 sq.m). The wharf will be located within the projection of the water plan of the property limits of a bordering river Land and respect the lateral recession margins of eight metres (8,00 m) of the Property.

**2.11** All exterior lighting on a property must be discreet and installed so as not to disturb neighbors or other residents. Decorative lights such as Christmas or Halloween lights must be removed within sixty (60) days of installation.

**2.12** The Property will retain, excluding the construction zones, at least eighty per cent (80%) of its area wooded. Maximum twenty percent (20%) clearing allowed.

**2.13** Except as allowed by the Developer, no construction or landscaping is allowed within a radius of ten metres (10,00 m) from the edge of a lake or a stream.

**2.14** All excavation work on the Land is prohibited other than what is required during the construction phase or for any other required services and infrastructure as well as for a pool, a water garden, a well and a septic tank. Except for the protective fences which must enclose the perimeter of the pools and tennis courts, no other fence(s) will be allowed on or between the Lands.

**2.15** No request for a zoning change may be initiated by the Purchasers or their successors having such right.

**2.16** All recreational activities on the Land must take place between the hours of 8:00 a.m. and 11:00 p.m. It is forbidden to use noisy tools such as a chainsaw, saws of all kinds, etc. before 8:00 a.m. and after 8:00 p.m. on weekdays and during the weekends, except during the construction activities. It is forbidden to have a machine shop on the Land.

**2.17** Hunting and trapping are forbidden on the Land. Any use of firearms is prohibited.

**2.18** Each owner has the right to use small motorboats (preferably discreet electric motors) which have been cleaned in accordance with established standards to avoid contamination of the lakes. No owner can authorize access to Lac Lacoste to third parties except on a temporary basis. Launching boats is only permitted in designated areas.

**2.19** It is forbidden to install asphalt, except as permitted by the Developer. Reflecting polythene is forbidden.

**2.20** The use of the following vehicles on the roads as well as on the Land is prohibited: off-road gasoline motorized vehicles such as motocross, all-terrain type vehicles of two wheels, three wheels, four wheels, snowmobiles and all recreational vehicles propelled by a gas motor, except where appropriate trails will be put into place for the sole purpose of enabling snowmobiles and all-terrain vehicles to get to trails that could exist outside the Property. Frequent use of seaplanes, ultralight airplanes or helicopters is also prohibited. Electric motorised recreational vehicles are permitted.

**2.21** The Purchasers bind and oblige themselves, at the time of the resale of the Land being the object of these presents, to obtain from the future Purchaser his written commitment in the resale deed, of the commitments stipulated in the section "Special Conditions \ Construction Guide" of these presents.

### **3. WATER SYSTEM:**

The installation of a waster system, artesian well or other pump or septic system must be done in strict conformity with the standards and regulations of the local authorities (city or municipality) and the environmental laws governing the province of Québec.

### **4. LAND AND FORESTRY:**

**4.1** All deforestation, including clearing or tree cutting may not exceed twenty per cent (20%) of the area of the Land excluding the construction site and its access driveway.

**4.2** In the event that it is necessary to cut trees or where excessive cutting occurred, a re-plantation plan will be submitted to the Developer for approval. If a mutual agreement cannot be reached on a re-plantation plan, the Developer may re-plant at the expense of the owners.

### **5. REVIEW COMMITTEE:**

A review committee made up of representatives of the Developer will study all owner requests and seek the required approvals.

## **6. SERVITUDE:**

**6.1** The conditions and restrictions hereinbefore stipulated bind and oblige the Purchasers, their heirs, as well as all the subsequent buyers or users of the Property.

**6.2** To guarantee the execution, the respect and the observation of all the clauses hereinbefore stipulated pertaining to the "SPECIAL CONDITIONS / CONSTRUCTION GUIDE" of these presents, a real and perpetual servitude is hereby created against the **Land hereinabove described and presently sold**, which becomes the servient land, in favour of a piece of land which had belonged to the Lacoste Family, becomes the dominant land, and is described as follows:

### Description - Dominant land

A certain piece of land known and designated on the official plan and in the book of reference of the **Township of Joly, registration division of Labelle**, as being composed as follows:

a) **A part of lot number THIRTY-NINE A, in the G Range (Pt. 39A, Range G)** of irregular figure, measuring thirty-five metres and eighty-nine centimetres (35,89 m) following a direction of 124°52'30" to the NORTH, thirty metres and forty-eight centimetres (30,48 m) following a direction of 219°11'40" to the EAST and sixteen metres and sixty-six centimetres (16,66 m) following a direction of 347°57'00" and twenty-eight metres and sixty-four centimetres (28,64 m) following a direction of 346°27'11" to the SOUTH-WEST along a broken line.

The said part of lot is bounded towards the NORTH by a part of lot 40C from said Range and Township, hereinafter described, towards the EAST by a part of lot 39A from said Range and Township and towards the SOUTH-WEST by a public road (shown at the original). This part of lot contains a superficial area of five hundred thirty-nine square metres and one tenth (539,1 sq.m.).

b) **A part of lot number FORTY C, in the G Range (Pt. 40C, Range G)** of irregular figure, measuring eighty-eight metres and seventy-seven centimetres (88,77 m) following a direction of 124°57'41" and one hundred twenty-seven metres and forty-eight centimetres (127,48 m) following a direction of 117°22'15" to the NORTH along a broken line, sixty metres and ninety-six centimetres (60,96 m) following a direction of 219°56'26" to the EAST, twenty-five metres and sixty-nine centimetres (25,69 m) following a direction of 310°12'35" and one hundred twenty-six metres and ten centimetres (126,10 m) following a direction of 304°52'30" to the SOUTH along a broken line, three metres and fifty-nine centimetres (3,59 m) following a direction of 346°27'11", nineteen metres and forty centimetres (19,40 m) following a direction of 343°57'26", twenty metres and fifteen centimetres (20,15 m) following a direction of 340°11'38", eighteen metres and nine centimetres (18,09 m) following a direction of 338°11'24" and ten metres and forty-four centimetres (10,44 m) following a direction of 337°27'46" to the SOUTH-WEST along a broken line.

The said part of lot is bounded towards the NORTH by a part of lot 40C from said Range and Township, towards the EAST by a part of lot 39A of Range H from said Township, towards the SOUTH by parts of lot 39A from said Range and Township, one of them hereinbefore described, and towards the SOUTH-WEST by a public road (shown at the original). This part of lot contains a superficial area of eight thousand six hundred twenty-four square metres and five tenths (8 624,5 sq.m.).

The whole without any buildings thereon erected.

**PLAN** The whole as it appears from a plan and technical description prepared by Isabelle Labelle, Québec Land Surveyor, on the twenty-sixth of June two thousand seven (June 26, 2007), respectively under the numbers 3955 of her plans and 4331 of her records.