TOWN OF WATSON LAKE BYLAW 2025-05

A BYLAW TO ESTABLISH A BUILDING COMMITMENT RESTRICTION TO SET CONDITIONS TO REGULATE THE DEVELOPMENT OF LAND, BUILDINGS AND STRUCTURES IN THE MUNICIPALITY

WHEREAS section 326 (1) of the *Municipal Act*, RSY 2022, provides that a Council may pass bylaws providing for the entering into development agreements; and,

WHEREAS section 326 (2) of the *Municipal Act*, RSY 2022, provides that any development agreement may include any terms and conditions considered necessary by Council to carry out the intent of the development agreement; and,

WHEREAS 326 (3) of the *Municipal Act*, RSY 2022, provides that Council many require any development agreement be registered in the land titles office, and any agreement as registered shall have the force and effect of a restrictive covenant running with the land;

NOW THEREFORE the Council of the Municipality of the Town of Watson Lake in open meeting duly assembled, HEREBY ENACTS AS FOLLOWS:

1.0 SHORT TITLE

1.01 This Bylaw may be cited as the "Building Commitment Restriction Bylaw".

2.0 INTERPRETATION

2.01 In this Bylaw, unless context otherwise requires, the following terms shall have the meanings indicated:

"Building Commitment" means a legal development agreement between the developer and Yukon Government or Town of Watson Lake setting out their respective rights, obligations, and commitments in respect to a property purchase.

"Clad to Weather" means a building is sealed to the elements such as wind, rain or snow.

"Property Zones" means property zones as outlined in the Town of Watson Lake Zoning Bylaw.

3.0 GENERAL REGULATION

- 3.01 Unless otherwise exempted under the Town of Watson Lake Zoning Bylaw, no person who has entered into a Building Commitment with the Yukon Government shall initiate any development in the Town unless authorized by a valid and subsisting Development Permit.
- 3.02 Building Commitment Restrictions for property zones within the Town of Watson Lake are as follows:
 - (a) R1 Residential, Single and Two Units must have the building clad to weather within five (5) years of a Building Commitment issuance

- (b) RC Residential, Country must have the building clad to weather within five (5) years of a Building Commitment issuance
- (c) RM Residential, Multi-Unit must have the building clad to weather within five (5) years of a Building Commitment issuance
- (d) RR Residential, Rural must have the building clad to weather within five (5) years of a Building Commitment issuance
- (e) RMH Residential, Mobile Home must have the building clad to weather within two (2) years of a Building Commitment issuance
- (f) CD Commercial, Downtown must have the building clad to weather or approved development within two (2) years of a Building Commitment issuance
- (g) CM Commercial, Mixed Use must have the building clad to weather or approved development within two (2) years of a Building Commitment issuance
- (h) M1-Industrial, Light must have the building clad to weather or approved development within two (2) years of a Building Commitment issuance
- (i) M2 Industrial, General must have the building clad to weather or approved development within two (2) years of a Building Commitment issuance

4.0 COMING INTO FORCE

4.01 This bylaw shall come into full force and effect upon the final passing thereof.

READ A FIRST TIME this 20th day of May, 2025

READ A SECOND TIME this 17th day of June, 2025

READ A THIRD TIME and ADOPTED this 17th day of June, 2025

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Tiffany Lund Municipal Clerk

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