

Schedule "A"
to
Building Restriction Caveat

Prosser-McGillis Development Inc., the Developer, is offering land to be purchased on the shores of Branch Lake Development. These sales shall be subject to the following Conditions (hereinafter collectively "Restrictions"):

A. All construction of a permanent or seasonal personal residence(s) within 12 years of purchase, failing which the Developer may notify the Purchaser in writing that the Developer is re-purchasing the Lot for the purchase price paid by the Purchaser (regardless of any additions or improvements made to the Lot by or on behalf of the Purchaser) less twenty five percent (25%) for legal and administrative costs. Upon receipt of such notice, the Purchaser shall immediately provide a registerable transfer of title for the Lot to the Developer's solicitor which will allow the Lot to be transferred to the Developer free and clear of all encumbrances, on the trust conditions that the Purchaser be paid the said sum. Any legal costs incurred by the Developer in enforcing, or commencing to enforce this provision, shall immediately become due and owing by the Purchaser to the Developer on a solicitor/client basis, and may be deducted from the sum to be paid by the Developer to the Purchaser for the purchase or re-purchase of the Lot. Any exemption to this may be protected by the Developer registering a caveat on the property.

B. All of the said land including the Lot is held by the Developer, and shall be held at all times in the future by it and its successors or assigns including, without limitation, the Purchaser, and all persons claiming under them, subject to the following terms, conditions and restrictions, that is to say:

1. Definitions:

in this document:

- a. "accessory building" shall mean any building customarily incidental and subordinate to a dwelling unit located on the same lot as a dwelling unit but which is not a dwelling unit;
- b. "building" shall mean any structure constructed or placed on, in or over land, but does not include a sidewalk or driveway;
- c. "Developer" shall mean Prosser-McGillis Development Inc.
- d. "development" shall mean the carrying out of any building, engineering, or operations in, on or over land and the making of any material change in the use or intensity of use of any building or land;
- e. "dwelling unit" shall mean a number of habitable rooms in a building constituting a self-contained unit that may be used as a residence, each unit having sleeping, cooking and toilet facilities;

- f. "Lot" shall mean the Lot that the Purchaser has agreed to purchase from the Developer;
- g. "R.M." shall mean the Rural Municipality of Loon Lake No. 561;
- h. "Road Elevation Land" shall mean and shall be determined by measuring the elevation of the centre line of the road at the midpoint of the property boundary immediately adjacent to the roadway;
- i. "single detached dwelling unit" shall mean a detached dwelling consisting of one dwelling as herein defined, and occupied or intended to be occupied as a residence.

2. Purpose:

The Lands are located in a secluded forest setting bordering the exclusive shores of Branch Lake and the developer deems it necessary to adopt building restrictions to control the use of the Lands to preserve the amenity of the area and to promote the health, safety and general welfare of the inhabitants of the Lands.

3. Registration:

These Restrictions may be registered by restrictive covenant or caveat(s) filed or to be filed by the Developer, which conditions or covenants shall run with the Land and such Registration shall enure to the benefit of and be binding upon the Developer and the Purchaser and every transferee and every other person deriving upon the Developer or the Purchaser until such time as the Restrictions herein prescribed shall be withdrawn, altered or modified by the Developer or its successors or assigns, unless until the same be modified or discharged by an Order of a Court of competent jurisdiction, or by an owner's association, hamlet or resort village for the development (the "New Overseeing Authority") but only when established and after the Developer turns the within authority over to the New Overseeing Authority in writing.

4. Scope:

Development shall hereafter be permitted within the Lands only when in conformity with these restrictions and applicable zoning bylaws or development standards of the R.M., if any.

The Restrictions contained herein are intended to be in addition to the minimum requirements of applicable zoning bylaws and development standards. Where there is any conflict between these restrictions and the provisions of any zoning bylaw, or the development standards, the more restrictive provision shall apply.

5. Severability:

The Restrictions contained herein are deemed to be severable and, where any provision is adjudged to be invalid and inoperative, it does not render the

remaining provisions invalid or inoperative.

6. Development:

- a. The owners of lakefront lot property are required to build a cottage with a minimum footprint of 800 square feet. Height restriction of 32 feet to top of peak from the Road Elevation Level. Development on the lot shall be restricted to single detached dwelling units and permitted accessory buildings. New home construction and new Ready-To-Move homes are permitted as permanent dwelling units. Professionally manufactured motor homes and travel trailers are permitted as temporary dwelling units provided that they are less than 10 years old. Mobile homes, old houses, tents, covered frame structures and converted buses are not permitted for any purpose. No used buildings or structures may be moved onto the Lot.
- b. All permanent developments are to be constructed using materials and finishes consistent with residential construction. Galvanized metal is not allowed for any use. Exterior surfaces shall be finished in earth tones.
- c. No permanent structures shall be allowed on lakefront water properties.
- d. Any construction development or Lotscaping on the Lot shall be done in such fashion that on completion the ground elevation of the Lot shall not exceed the Road Elevation by more than eighteen (18) inches (.465 meters).

7. Location of Development:

- a. Development on any lot shall not exceed 50% of the total area of the lot.
- b. Development shall not be located within the front, side or rear yard of the lot as follows:
 - i. Minimum from yard: 6.0 meters (from road 25 feet);
 - ii. Minimum side yard: 1.5 meters (5 feet) including eaves;
 - iii. Minimum rear yard: 6.0 meters (from lake 20 feet)

8. Accessory Buildings:

- a. Accessory buildings may be constructed prior to the construction of the single detached dwelling unit.
- b. No detached accessory building shall exceed the main floor area size or height of the permanent dwelling unit.
- c. Private garages and carports attached to the dwelling unit shall be considered part of the dwelling unit and subject to the restrictions governing the dwelling unit.
- d. Roofs or eaves of an accessory building shall not be closer than 0.6 meters

(2 feet) to the side lot line.

9. Fences:

Fences must meet the following requirements:

- a. No barbed wire fencing is permitted;
- b. Fences are preferred to be of natural vegetation (i.e. trees or shrubs);
- c. No constructed fence shall be higher than six (6'), and posts spaced at a maximum of eight (8') apart;

10. Completion:

The Owner of the Lot shall commence building of any dwelling unit no later than 12 years from the date of purchase and shall completely finish the exterior of the dwelling unit within 2 years of such commencement of such building. If the Owner of the lot commences building of any dwelling unit prior to the 12th anniversary date of the purchase of the Lot, then the Owner shall completely finish the exterior of such dwelling unit within two (2) years of the commencement of such building.

11. Subdivision:

No lot shall be subdivided.

12. Business:

No dwelling unit, lot, improvement of accessory building shall be used in the conduct of any trade or business except a home based business carried on entirely within the dwelling unit or accessory buildings which is clearly incidental and secondary to the residential use of the dwelling and which does not change the exterior character of the dwelling unit and/or accessory buildings.

13. Parking and Vehicular Restrictions:

No owner or occupant of a lot shall park, store or keep any vehicle except within the lot and any inoperable vehicle shall be stored only in an enclosed garage. No owner or occupant shall park, store or keep on any property or street (public or private) in the project, or upon any uncovered parking space, so as to be visible from anywhere in the project, any large commercial-type transportation. No owner of a lot shall conduct major repairs or major restorations on any motor cycle, motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of any lot, except wholly within the owner's garage and then only when the garage door is closed; provided, however, that such activity shall at no time be permitted if it is determined to be a nuisance. Garage doors shall remain closed except for reasonable periods while the garages are being used.

14. Nuisances:

No noxious or offensive activity, (including but not limited to the repair of motor vehicles), shall be carried on in nor upon any lot, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other owner. Without limiting the generality of the foregoing provision, no loud noises or noxious odors, horns, whistles, bells or other sound devises, (other than security devises used exclusively for security purposes), noisy or smoky vehicles, large power equipment or items which may unreasonably interfere with television or radio reception of any owner of any lot, shall be located, used or placed on any portion of the project, or exposed to the view of other owners.

15. Trash:

No rubbish, trash or garbage or other waste material shall be kept or permitted upon any lot except in sanitary containers located in appropriate areas, screened and concealed from view and no odor shall be permitted to arise therefrom so as to render the project in the vicinity thereof or to its occupants. Such containers shall be exposed to the view of neighbouring lots only when set out for a reasonable period of time, (not to exceed twenty-four hours). There shall be no exterior fires whatsoever except barbeque fires contained within receptacles therefore and fire pits in the enclosed yards designed in such a manner that they do not create a fire hazard. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the project except within an enclosed structure or appropriately screened from view.

16. Animals:

No animals, insects, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any lot except usual and ordinary dogs, cats, fish, birds and other household pets, (excluding, without limitation, equine, bovine, sheep, swine, goats and other such animals) provided that they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. Pets belonging to owners, occupants or their licensees, tenants or invitees within the project must be kept within an enclosure, an enclosed patio or on a leash being held by a person capable of controlling the pet. The enclosure must be so maintained that the pet cannot escape therefrom. Furthermore, owners shall be absolutely liable to each and all other owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any pets brought or kept upon the property by an owner or by members or his family, his tenants, or his guests; and it shall be the absolute duty and responsibility of each such owner to clean up after such pets which have used any portion of the property or any portion of another's lot.

SCHEDULE "B"
BUILDING RESTRICTION AGREEMENT

THIS AGREEMENT MADE THIS _____ DAY OF _____,
20____.

BETWEEN:

PROSSER-MCGILLIS DEVELOPMENT INC. (the "Vendor")

AND:

_____ (the "Purchaser")

WHEREAS the Purchaser is purchasing the Lot described below which is located in a subdivision of The RM of Loon Lake No. 561, in the Province of Saskatchewan, more particularly described in Schedule "A" attached hereto, some parcels of which may already have been sold or are not currently owned by the Vendor;

AND WHEREAS IT HAS BEEN considered desirable by the parties to provide for the uniform development of the said Lot by restricting the minimum size of dwellings, numbers of buildings erected, and the location of same on the said Lot, and for that purpose to provide in making sales of any of the said Lot that the same shall be sold subject to the said conditions and limitations;

AND WHEREAS the Purchaser has agreed to purchase Lot _____, Block _____, Plan No. _____ (the "Lot") from the Vendor.

NOW THEREFORE, this Agreement witnesses as follows:

- A. The Purchaser shall complete the building of a permanent or seasonal personal residence on the Lot by within 12 years of purchase, failing which the Vendor may notify the Purchaser in writing that the Vendor is re-purchasing the Lot for the purchase price paid by the Purchaser (regardless of any additions or improvements made to the Lot by or on behalf of the Purchaser) less twenty five percent (25%) for legal and administrative costs. Upon receipt of such notice, the Purchaser shall immediately provide a registerable transfer of title for the Lot to the Vendor's solicitor which will allow the Lot to be transferred to the Vendor free and clear of all encumbrances, on the trust conditions that the Purchaser be paid the said sum. Any legal costs incurred by the Vendor in enforcing, or

commencing to enforce this provision, shall immediately become due and owing by the Purchaser to the Vendor on a solicitor/client basis, and may be deducted from the sum to be paid by the Vendor to the Purchaser for the purchase or repurchase of the Lot. Any exemption to this may be protected by the Vendor registering a caveat on the property.

- B. All of the said land including the Lot is held by the Vendor, and shall be held at all times in the future by them and their successors or assigns including, without limitation, the Purchaser, and all persons claiming under them, subject to the following terms, conditions and restrictions, that is to say:

1. Definitions:

In this document:

- a. "accessory building" shall mean any building customarily incidental and subordinate to a dwelling unit located on the same lot as a dwelling unit but which is not a dwelling unit;
- b. "building" shall mean any structure constructed or placed on, in or over land, but does not include a sidewalk or driveway;
- c. "Developer" shall mean Prosser-McGillis Development Inc.
- d. "development" shall mean the carrying out of any building, engineering, or operations in, on or over land and the making of any material change in the use or intensity of use of any building or land;
- e. "dwelling unit" shall mean a number of habitable rooms in a building constituting a self-contained unit that may be used as a residence, each unit having sleeping, cooking and toilet facilities;
- f. "Lot" shall mean the Lot that the Purchaser has agreed to purchase from the Vendor;
- g. "R.M." shall mean the Rural Municipality of Loon Lake No. 561;
- h. "Road Elevation Land" shall mean and shall be determined by measuring the elevation of the centre line of the road at the midpoint of the property boundary immediately adjacent to the roadway;
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2. Purpose:

The Lands are located in a secluded forest setting bordering the exclusive shores of Branch Lake and the developer deems it necessary to adopt building restrictions to control the use of the Lands to preserve the amenity of the area and to promote the health, safety and general welfare of the inhabitants of the Lands.

3. **Registration:**

This agreement may be registered by restrictive covenant or caveat(s) filed or to be filed by the Vendor, which conditions or covenants shall run with the Lot and such Registration shall enure to the benefit of and be binding upon the Vendor and the Purchaser and every transferee and every other person deriving upon the Vendor or the Purchaser until such time as the conditions or covenants herein prescribed shall be withdrawn, altered or modified by the Vendor or its successors or assigns, unless until the same be modified or discharged by an Order of a Court of competent jurisdiction, or by an owner's association, hamlet or resort village for the development (the "New Overseeing Authority") but only when established and after the Vendor turns the within authority over to the New Overseeing Authority in writing.

4. **Scope:**

Development shall hereafter be permitted within the Lands only when in conformity with these restrictions and applicable zoning bylaws or development standards of the R.M., if any.

The restrictions contained herein are intended to be in addition to the minimum requirements of applicable zoning bylaws and development standards. Where there is any conflict between these restrictions and the provisions of any zoning bylaw, or the development standards, the more restrictive provision shall apply.

5. **Severability:**

The restrictions contained herein are deemed to be severable and, where any provision is adjudged to be invalid and inoperative, it does not render the remaining provisions invalid or inoperative.

6. **Development:**

- a. The owners of lakefront lot property are required to build a cottage with a minimum footprint of 800 square feet. Height restriction of 32 feet to top of peak from the Road Elevation Level. Development on the lot shall be restricted to single detached dwelling units and permitted accessory buildings. New home construction and new Ready-To- Move homes are permitted as permanent dwelling units. Professionally manufactured motor homes and travel trailers are permitted as temporary dwelling units provided that they are less than 10 years old. Mobile homes, old houses, tents, covered frame structures and converted buses are not permitted for any purpose. No used buildings or structures may be moved onto the Lot.
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- d. Roofs or eaves of an accessory building shall not be closer than 0.6 meters (2 feet) to the side lot line.

9. Fences:

Fences must meet the following requirements:

- a. No barbed wire fencing is permitted;
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finish the exterior of such dwelling unit within two (2) years of the commencement of such building.

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14. Nuisances:

No noxious or offensive activity, (including but not limited to the repair of motor vehicles), shall be carried on in nor upon any lot, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other owner. Without limiting the generality of the foregoing provision, no loud noises or noxious odors, horns, whistles, bells or other sound devises, (other than security devises used exclusively for security purposes), noisy or smoky vehicles, large power equipment or items which may unreasonably interfere with television or radio reception of any owner of any lot, shall be located, used or placed on any portion of the project, or exposed to the view of other owners.

15. Trash:

No rubbish, trash or garbage or other waste material shall be kept or permitted upon any lot except in sanitary containers located in appropriate areas, screened and concealed from view and no odor shall be permitted to arise therefrom so as

to render the project in the vicinity thereof or to its occupants. Such containers shall be exposed to the view of neighbouring lots only when set out for a reasonable period of time, (not to exceed twenty-four hours). There shall be no exterior fires whatsoever except barbeque fires contained within receptacles therefore and fire pits in the enclosed yards designed in such a manner that they do not create a fire hazard. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the project except within an enclosed structure or appropriately screened from view.

16. Animals:

No animals, insects, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any lot except usual and ordinary dogs, cats, fish, birds and other household pets, (excluding, without limitation, equine, bovine, sheep, swine, goats and other such animals) provided that they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. Pets belonging to owners, occupants or their licensees, tenants or invitees within the project must be kept within an enclosure, an enclosed patio or on a leash being held by a person capable of controlling the pet. The enclosure must be so maintained that the pet cannot escape therefrom. Furthermore, owners shall be absolutely liable to each and all other owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any pets brought or kept upon the property by an owner or by members or his family, his tenants, or his guests; and it shall be the absolute duty and responsibility of each such owner to clean up after such pets which have used any portion of the property or any portion of another's lot.

17. Signs:

No sign or billboard of any kind shall be displayed to the public view on any dwelling unit, accessory building or on any portion of the lots except such signs as may be used by the Developer or its sales agents in connection with the development and sale of the lots.

18. Off Street Parking:

Accommodation shall be made from two parking spaces for the temporary storage of motor vehicles off of public streets or lanes and contained wholly within the boundaries of each lot.

19. Governmental Development Standards:

This development shall be governed by the provisions of:

- a. Any zoning bylaw, as amended from time to time of the R.M.;

- b. The development standards had and contained in the Certificate of Approval dated February 6, 2012, attached to this Agreement over the hand of the Director of Community Planning
20. Final approval of plans, specifications, will be with the Vendor, or Vendor's approved developer and the RM or New Overseeing Authority as may be applicable. Any reference to the bylaws, rules or regulations of the RM shall upon transfer of decision making to the New Overseeing Authority be deemed to be and include the bylaws, rules and or regulations of the New Overseeing Authority, once the same are in place. If no new bylaws, rules or regulations are put in place upon transfer of decision making authority, then the existing bylaws, rules and regulations at the time of said transfer shall remain in force and effect.
21. In order to provide security to ensure strict compliance with these conditions, the Vendor shall have a lien against the Purchaser's title to the Lot and shall be entitled to register a caveat against the title to the Lot for the amount of any damages resulting from the Purchaser's failure to observe any of the said conditions and limitations.
22. The covenants in this instrument contained on the part of the Vendor and the Purchaser and all the said conditions and limitations and all rights and conditions created hereunder, are expressly declared to be perpetual and to be covenants and conditions running with the land, and all covenants on the part of the Vendor and the Purchaser shall enure to the benefit of their successors, heirs, executors, administrators and assigns.
23. The liability for breach of any of the covenants herein contained on the part of the Vendor shall be borne by the owner(s) of the lot(s) on which any breach occurs, at the time such breach occurs. The Vendor shall have no obligation to enforce any of the conditions herein contained.
24. The rights under this Agreement shall accrue as often as any of the said conditions are broken, and under no circumstances shall any condonations, waiver or release of any breach of any of the said conditions, be pleaded as a defence or estoppel in any action to enforce any right under this Agreement.
25. If the terms of this agreement and those of the Miscellaneous Interest registered against title to the Lot as Interest Register # _____ differ, the provisions of this agreement shall govern. If the terms of this agreement and those of the registrations under The Planning and Development Act registered against the title to the Lot as Interest Register #'s _____ and _____ differ, the provisions of the terms under those agreements shall govern.

DATED at _____ in the Province of _____
this _____ day of _____, 20____.

PROSSER-MCGILLIS DEVELOPMENT INC.

(Seal)

Per: _____

Per: _____

PURCHASER:

Signed Sealed and Delivered
In the Presence of

Witness

Print Witness Name: _____

) Name _____

) Signature _____

) Name _____

) Signature _____