

## SCHEDULE "B"

This is Schedule "B", annexed to and forming part of that certain Purchase Agreement, dated this \_\_\_\_ day of April 2008 (the "Agreement"), between Skyview Phase II Property Development Ltd. (the "Developer) and

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(wherein the Purchaser has agreed to purchase from the Developer those lands and premises described in the Agreement (the "Property"), which lands and premises comprise a parcel within the subdivision developed by the Developer and diagrammed in Schedule "A" hereto (the "Developed Lands").

Whereas in the Agreement the Purchaser has agreed as a condition precedent to the purchase of the Property, to accept and abide by the within restrictive covenants;

And Whereas the Developer wishes to maintain the general character of the Developed Lands and to that end to declare, establish, impose and annex to the Developed Lands as conditions or covenants running with the Developed Lands the stipulations, restrictions, conditions and provisions hereinafter mentioned, the same to be in force and run with the Developed Lands and be binding on the owners of the Developed Lands and all persons claiming under them.

### **WITNESSETH THEREFORE:**

- 1 The various restrictions on building and construction, use of property, and related matters herein prescribed will be protected and registered on the title to the Developed Lands and each parcel therein by Restrictive Covenant and/or Miscellaneous Interest filed or to be filed by the Developer, which conditions or covenants shall run with each parcel so affected , until such time as the conditions or covenants herein prescribed are modified as permitted herein or discharged or otherwise affected by order of the court.
- 2 Except as hereinafter specified, the Property, and every other parcel with the Developed Lands, shall be used for residential purposes only with not more than one detached single-unit Dwelling (a "Dwelling") erected on each such parcel. For greater clarity, and for the purposes of this Schedule, a Dwelling shall not be comprised of two or more separate but attached or semi-detached self-contained living spaces, Dwelling the form of a duplex, a set of flats apartments, or any other form of multiple-unit accommodation Dwelling designed for more than one family..

- 3 A copy of the Engineering Geotechnical Report prepared by Clifton Associates Ltd. is available from the Developer for slope stability considerations on the land. Purchasers are responsible for obtaining from their contractors a written statement to the Developer that certifies the building plans comply with slope stability requirements as defined by a certified engineer and/or engineering firm.
  
- 4 Subject to Clause 2 above:  
Block 2, Lots 12 to 18:  
No Dwelling shall be constructed that results in a vertical elevation of greater than eight (8) meters above the natural land geostatic elevation of 557 meters.  
Subject to Clause 2 above:  
Block 3, Lots 1-8:  
There are no restrictions on Dwellings in either vertical design or style of building.
  
- 5 One or more buildings of any kind for private use other than as a Dwelling (“Out-Buildings”) may be erected upon each parcel in the Developed Lands, but may not exceed the height of 6.5 meters or the height of the Dwelling which ever is less and the Out-Building or Out-Buildings on any parcel may not exceed a total combined square footage of 1800 square feet. All Out-Buildings must be of stud frame construction, use shingles or roofing matching the Dwelling, and must match the color and compliment the finish of the Dwelling on the parcel on which they are located.

One Out-Building (a “Guest House”) may be erected upon each parcel for the purpose of providing accommodation to non-paying guests. A Guest House may contain sleeping quarters and washroom facilities but shall not contain kitchen facilities. No Guest House shall have an area in excess of 600 sq. ft.

All Out-Buildings must be located west of the Dwelling on the parcel on which they are located.

***All plans must be approved by the Developer in writing prior to construction.***

- 6 No poultry, birds, livestock or animals of any kind shall be kept on the Developed Lands, except residents in Blk 2 may keep, dogs, cats, rabbits or other family household pets, in accordance with R.M. bylaws. Purchaser’s in Blk 1 may keep horses, dogs, cats, rabbits or other family household pets, in accordance with R.M. bylaws. Pasture for horses for both Blk’s 1 and 2 are available at reasonable rates on the Developer’s adjacent property. All pets regardless of type shall not free range nor run at will. No owner shall have swine of any kind on the development.

7 The Dwelling and any Out-Building on each parcel in the Developed Land shall comply with the following minimum standards:

a) No Dwelling shall be erected which shall have an area of less than:

1200 sq. ft on the main floor of a one story Dwelling  
1800 sq. ft for both levels of a two story Dwelling  
1400 sq. ft for the total of the top two levels of a split level Dwelling.  
1200 sq. ft. for the main floor of a bi-level Dwelling.

The measurements shall be taken from the exterior walls but shall exclude any attached garage, patio or porch.

b) Each Dwelling shall have a minimum double attached garage with a total area not to exceed 1,500 sq. ft.. For the purposes of this Schedule a garage which is attached to the Dwelling shall be considered part of the Dwelling.

c) Allowable exterior finishes include log homes, wood siding, stucco, brick, stone or a combination of the above.

The exterior must be completed within one year of commencement of construction. Exterior colors must be earth tones.

d) All driveways shall be completed with at least a gravel surface.

e) Building setbacks are as follows:

For Lots 12 through 18, Blk 2:

- 25 m. from the center of Sunrise Drive
- With respect to the eastern property line the following minimum set backs will be adhered to:
  - Lot 12, south property line 15 meters; north property line – 17 meters,
  - Lot 13, south property line, 17 meters; north property line 19 meters,
  - Lot 14, south property line 19 meters; north property line 21 meters,
  - Lot 15, south property line 21 meters; north property line 21 meters,
  - Lot 16; south property line 21 meters; north property line 19 meters,

- Lot 17; south property line 19 meters; north property line 17 meters,
- Lot 18; south property line 17 meters; north property line 15 meters,
- 5 m from either side of the lot, with exception of lot 6, Blk 2, which can be 1 meter from either side of the lot.

For Lots 1 through 8, Blk 3:

- a minimum 25 meters from the center of Sunrise drive
- 4 meters from the north /south property lines

- 8 The Developer has received permission from Public Health to have individual grey water septic systems on each lot, subject in each case to the lot owner's meeting the conditions identified in a letter from Public Health dated August 29, 2005. Public Health has recommended the use of the Singular Bio-Kinetic Waste Water Treatment System or equivalent.

Permits to operate private on-site grey water systems are granted by Public Health only to individual property owners. Therefore each property owner is responsible for applying and obtaining a Permit from Public Health for their personal individual on-site grey water system. the Developer accepts no responsibility for and is not liable for any issues related to the application, for which the lot would not qualify for an individual on-site septic system. In the event Public Health denies a lot owner a permit to install an on-site grey water septic system, and/or if the owner chooses, they will be responsible to have a sewage holding tank and assume the costs associated with effluent disposal.

- 9 The Purchaser acknowledges and agrees that the Developer may be erecting a stable on the Developed Lands and that the restrictions referred to herein do not apply to the stable and development related thereto that the Developer may erect to enhance the development of the Developed Lands.
- 10 The Developer has successfully negotiated with various Government agencies to construct, lease and operate an in-shore marina on the crown land directly east of the Developer. The marina is for the enjoyment and use of Skyview residents and each lot owner will obtain one boat slip as part of the lot purchase. Lot owners will sign and comply with an Occupancy Agreement for the Developer Marina. Further, when and at the discretion of the Developer, each purchaser agrees to become part of a community association and share any associated costs related to normal operation of the marina.

- 11 The approval of the Developer shall be obtained prior to any site clearing, site preparation or site construction commencing on each lot, and prior to applying for a building permit from the R.M. of Dundurn, and/or the Blackstrap Reservoir Development Authority, unless such approval is waived in writing by the Developer.
- 12 No trailer, mobile home or portable unit used for the purpose of living accommodation shall be used or left upon the Developed Lands for a total period of more than six (6) months during initial construction. Except, however, this shall not restrict the purchaser from maintaining a “recreational vehicle” or “holiday trailer” on the Developed Lands provided that it maintains valid license plates and remains mobile.
- 13 The Purchaser, or successor, shall commence to construct a Dwelling in accordance with paragraph 7 of this Schedule “B”, within a period of not more than five (5) years from the date of original purchase, and after commencement of construction, the exterior must be completed within one (1) year. No construction may commence on any Out-Building until construction of the Dwelling has been commenced. If the Purchaser breaches its covenants as contained in this paragraph 13, the Developer shall have the immediate right to repurchase the Property and any improvements or appurtenances thereto of thereon, for one hundred (100%) percent of the Purchase Price (without interest).
- 14 No excavation shall be made in or to the Developed Lands and no soil, sand or gravel shall be removed from the Developed Lands except for the purpose of building or for the improvement or landscaping of the grounds or natural terrain of the Developed Lands and no soil, sand or gravel shall be removed from the Developed Lands.
- 15 No inoperative vehicle or large commercial type vehicle such as (but not limited to) dump trucks, cement mixers, oil or gas trucks, tractor trailer units, and farm machinery, and no unsightly objects, materials or debris shall be stored, moved onto or left upon any parcel in the Developed Lands. The entire site and all improvements thereon including but not restricted to landscaping, buildings, fences and other structures shall at all times be made from new materials and maintained in a neat and tidy manner and kept clean and, where applicable, repainted as often as may be reasonably required to avoid “run down” or “worn” appearance.
- 16 No used buildings or structures may be moved onto the Developed Lands unless approved by the Developer in writing, such approval not to be unreasonably withheld.

- 17 No owner of any parcel in the Developed Lands shall carry on any commercial business of any sort on his or her parcel, and no sign shall be erected on his or her parcel advertising any commercial business, save and except, the usual real estate signs advertising the lot for sale. The Developer, its subsidiaries, and successors, reserve the right to allow a home business exemption. Upon application by the Purchaser, the Developer may, in its sole discretion, allow for a home based business to operate on the Property. See Appendix D below for a guideline which will aid the Developer in considering applications to approve a home business exemption.
- 18 No fence erected by the owner of any parcel in the Developed Lands on or adjacent to his or her parcel shall exceed six (6) feet in height.
- 19 No electrical power lines shall be strung on any parcel in the Developed Lands above ground level. Wire lines for fences and/or esthetically reasonable lines such as clothes lines shall be permitted.
- 20 the Developer shall not be liable for any person or lot owner in the development that breaches or fails to conform with the above restrictions. In the event that any of the within restrictions conflict with rural municipality bylaws, those bylaws shall take precedence.
- 21 The Developer may in its sole and unfettered discretion, but is in no way obligated to enforce, oversee, pursue, maintain or otherwise control the activities of any owner or occupant of any parcel in the Developed Lands to or for any benefit of any other person, whether an owner or occupant of any other parcel in the Developed Lands or otherwise, with respect to the use of any parcel in the Developed Lands, and the enforcement of any conditions herein to be performed by or for the benefit of the Purchaser shall be at the sole discretion of the Developer. It is provided however that all of the terms and conditions in this Schedule "B" are intended for the benefit of all owners and occupants of all parcels in the Developed Lands, and any such person shall have status in his own name and to the extent enabled or permitted by law, to enforce at his or her expense any term hereof against any person obligated hereunder..
- 22 Until the development is complete, the Developer expressly reserves the right as to all or any of the restrictions and benefits herein granted or imposed, to vary, rescind or alter such restrictions and benefits as it may in its sole discretion deem advisable, prior to registration against each title of the restrictions and benefits as a Restrictive Covenant or Miscellaneous Interest running with the land. The Developer may at any time thereafter effect and register against the titles to all or any parcels in the

Developed Lands, by way of Restrictive Covenant or Miscellaneous Interest, such changes to the restrictions and benefits herein granted or imposed as may be required to maintain the character of the Developed Lands as a rural residential development, to maintain the enjoyment thereof by owners and occupants of parcels in the Developed Lands in accordance with the spirit and intent of this Schedule B, or to correct any errors or anomalies as may appear therein. The Developer may delegate the latter authority to a community association comprised of owners or occupants of parcels in the Developed Lands and constituted in a manner satisfactory to the Developer in its sole and unfettered discretion. Any owner or occupant of a parcel in the Developed Lands aggrieved by the exercise of the foregoing authority by the Developer or by a community association may dispute the same in accordance with the provisions of paragraph 24 hereof.

- 23 Invalidation of these restrictions or provisions or any part thereof by judgment or court order shall in no way effect any of the restrictions herein set forth not invalidated by such order, and any such restrictions not invalidated shall remain in full force and effect.
- 24 In the event of any dispute arising with respect to the interpretation, implementation or nature of the obligation contained in any of the terms of this Schedule:
  - a) The parties to the dispute shall make all reasonable efforts to resolve their disputes by amicable negotiations and agree to provide without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
  - b) If after 30 days following the receipt of a written notice outlining a dispute between them by either party to the dispute, both parties to the dispute shall jointly appoint an independent mediator to assist in reaching an agreement on any unresolved dispute. If a mediator is not agreed upon within 45 days of the original written notice by one to the other of a dispute in the matter, either party may refer the dispute to be finally resolved by arbitration pursuant to *The Arbitration Act*, 1992 Chapter A-24.1 of The Statutes of Saskatchewan, 1992 (effective April 1, 1993) as amended by The Statutes of Saskatchewan, 1993 c17, and the decision of the Arbitrator shall be final and binding upon all parties to the dispute. .

By entering the Agreement the Purchaser acknowledges, accepts, and agrees to the provisions for arbitration, in the manner hereinbefore provided, of any dispute arising in relation to any matter governed by this Schedule.

SKYVIEW PHASE II PROPERTY DEVELOPMENT LTD.  
\_\_\_\_\_ (initial)

PURCHASER \_\_\_\_\_ (initial)

PURCHASER \_\_\_\_\_ (initial)

## Appendix D

### Home Based Business

- (a) "**home based business**" means an accessory use of a Dwelling unit for a business which is secondary and incidental to the primary use of the Dwelling as a Dwelling, and does not change the residential character of the buildings or site.
- (b) "**home based business**" means a home based business owned and operated by a resident or residents of the Dwelling unit.
- (c) "**home craft**" means an occupation or trade requiring manual dexterity and artistic skill to construct unique items primarily by hand without the use of large power tools, and does not include the mass production of similar articles.
- (1) All applications for home based businesses must be considered as a **Home Based Business**. The development standards for Type I home based businesses are contained in subsection (4).
- (2) Without limiting the authority of the Developer to approve any types of home based business applications, the following uses are specifically identified as home based businesses that are likely to be considered for formal approval by the developer, subject to the applicable development standards contained within subsections (4) and (5):
  - (a) bed and breakfast;
  - (b) dressmaker, seamstress, or tailor;
  - (c) office of a professional, or one who offers skilled services to clients and is not engaged in the sale of goods or products to clients;
  - (d) music, dancing, or art instruction, limited to no more than three students at a time;
  - (e) the creation of home crafts for sale off site, such as novelties and souvenirs, corsage and flower arrangements, gift baskets, and other handicrafts including but not limited to ceramics, pottery, leather goods and jewelry;
  - (f) direct sellers who have no personal contact with clients at the home based business address and who maintain no inventory or stock-intrade for sale on the premises;
  - (g) electrology, acupuncture, reflexology, and massage therapy;
  - (h) typing, word processing, and computer programming services;
- (3) Without limiting the authority of the Developer to deny applications for other types of home based businesses which do not meet the requirements of this development, the following uses are prohibited as home based businesses, whether or not applications for

such uses would otherwise comply with the applicable standards of this development:

- (a) restaurants;
- (b) suntan centres, health or fitness clubs, tattoo parlours, photographer's studios, and laundry services;
- (c) veterinary services, boarding, grooming or care of animals;
- (d) printing, screen printing, engraving and embroidery services;
- (e) repair, rental or sharpening services;
- (f) hotels and hospitals;
- (g) headquarters, dispatching, or base of operations of a trucking, taxi, delivery, or towing operation;
- (h) the painting, repairing, refitting, cleaning, refurbishing, or selling of motor vehicles, boats, or machinery;
- (i) on-site sale, display, or demonstration of any products, goods or merchandise;
- (j) businesses utilizing large power tools and machinery, or businesses involved in the mass production of similar items or products.

(4) The following development standards shall apply to all **Home Based Businesses**:

- (a) No persons other than residents of the Dwelling shall be employed in the home based businesses on the site;
- (b) Home based businesses shall be conducted entirely indoors, and no more than 50% of the gross floor area of the Dwelling, including the area of the basement and any attached garage, may be occupied by home based businesses;
- (c) An attached garage or detached accessory building may be occupied by a home based business, provided that the total area devoted to home based businesses does not exceed 50% of the building, and that no required parking spaces associated with the principal use are occupied by home based businesses;
- (d) There shall be no exterior storage on the site in relation to the home based business, and no exterior alterations shall be permitted that are not consistent with the residential character of the buildings and property;
- (e) No noise, vibration, smoke, dust, odours, heat, glare, electrical, television or radio interference detectable beyond the boundaries of the building containing the home based business shall be produced;
- (f) Regardless of the number of home based businesses that may be located on any one site, a total of no more than five client or business related visits per day shall be made to home based businesses on any one site, and no deliveries of merchandise, goods or equipment shall be made to the businesses by a vehicle with a gross vehicle weight of more than 5,000kg, or by a vehicle with a total length of more than 6.0 metres;
- (g) A total of no more than 2.0 cubic metres of storage may be permitted within a Dwelling on any one site, and a total of no more than 4.0 cubic metres of storage may be permitted within an attached or detached accessory building in relation to home based businesses. No storage of hazardous, explosive or flammable materials shall be permitted in relation to a home based business.

SKYVIEW PHASE II PROPERTY DEVELOPMENT LTD.

PURCHASER: \_\_\_\_\_(initial)  
\_\_\_\_\_ (initial)

PURCHASER: \_\_\_\_\_ (initial)