

SCHEDULE “ A “

BUILDING RESTRICTION AGREEMENT

BUFFALO VISTA DEVELOPMENT INC.

of Regina, Saskatchewan
(the “Vendor”)

These Building Restrictions are in place to comply with Municipal and Provincial guidelines, to maintain the overall quality and value of the properties and to enhance the general health and safety of the inhabitants. The following agreements and restrictions shall apply and shall be construed and accepted as a covenant running with the Land by the Purchaser of the Land:

1.00 BUILDING RESTRICTIONS

1.01 The Purchaser shall not construct on the Land any dwelling of a size less than 1200 square feet on the main floor of a bungalow or bi-level (excluding any garage) and not less than 1600 square feet in a two-story dwelling.

1.02 The Purchaser shall not construct or place on the “Land” a dwelling that is in whole or in part a portable or moveable structure such as a trailer or mobile home. The Purchaser shall not transport an existing dwelling to the Land unless the dwelling is new or of nearly new construction, and complies with all conditions herein and then only with the written prior approval of the Vendor.

1.03 Upon obtaining a discretionary use permit from the Municipality a vacation trailer may be utilized for habitation on the Land by the Purchaser for a maximum of two years unless construction of a permanent dwelling has commenced in which case the vacation trailer may be used for habitation by the Purchaser for one additional year. Sewage disposal shall be carried out in accordance with public health regulations.

1.04 Shipping Containers (seacans) are not permitted on the land.

1.05 Accessory buildings and structures shall equal or exceed the quality and appearance of the principal dwelling and shall harmonize with the principal dwelling’s exterior.

1.06 The Purchaser is responsible for the cost of construction of their approach complete with appropriate culvert.

1.07 The purchaser is responsible to ensure that all permanent buildings and structures placed on the land are flood proofed to an elevation of 513.20 metres above sea level as stipulated in Planning and Development Act Int. Register # 123310381 registered on title by the Director of Community Planning.

1.08 The Purchaser shall not construct or place on the “Land” any dwelling, or building or other structure unless in compliance with all zoning and building bylaws of the Municipality, and constructed in accordance with Permitted Building Materials and Colours as set out in Section 1.09

1.09 Permitted Building Materials and Colours

The Following Building Materials Are Permitted

1. Wood siding, vertical, diagonal or horizontal, V-groove, drop, bevel. Any other siding used must be approved in writing by the Vendor prior to commencing construction.
2. Stucco. Textured in a variety of colours. Stone in a limited range of colours.
3. Brick. Wire cut or split faced.
4. Tyndall stone.
5. Ceramic Tile.
6. Shingles. Pine, cedar, asphalt, clay or steel. Profile and colour of steel must be approved in writing by the vendor prior to use.
7. Fascia. Stained lumber or pre-finished metal.
8. Aluminum, or pre-finished steel siding. In restricted areas only. Use to be restricted to a few areas and appropriate colours and only with a combination of brick or stone.
9. All exposed foundation walls shall have a minimum finish of parging.

The following are not permitted:

- (a) Pre-finished channel groove plywood or particle board siding.
- (b) Concrete block or concrete brick.
- (c) Pre-finished masonite siding.

The Following Colours Are Permitted

- A. Paint. Paint and siding colour for large wall areas shall be warm, earthy hues.
- B. Wood Siding. Stain colours shall be earthy hues.
- C. XL Brick Supplies Ltd. – standard range of colours.
- D. Stucco. White, Sand, Tan, Grey, Beige or Textured finish.
- E. Shingles. Two-tone brown, dual brown, cedar brown, burnt brown, olive, tan, cedar blend, dark brown. No white or blue.

Any other colour or colours used must be approved in writing by the Vendor prior to application.

2.00 COMPLIANCE WITH MUNICIPAL BYLAWS

2.01 The Purchaser shall obtain all necessary building permits from the appropriate municipal authority and comply with all bylaws and regulations of such municipal authority in the construction of the dwelling and any other buildings permitted by the municipality, and in the construction of water and septic tank installations on the Land.

3.00 COVENANT RUNNING WITH THE LAND

3.01 The Purchaser agrees with the Vendor that in any conveyance made by the Purchaser in the future, the within covenant shall apply and be in full force and effect to any subsequent purchasers, successors or assigns of the Purchaser, to assure that the within Agreement and restrictions contained in it are fully effective as a covenant running with the Land.

4.00 REMEDIES

4.01 The Purchaser expressly agrees and covenants with the Vendor that the violation of any terms of the Agreement by the Purchaser shall constitute irreparable damage and loss to the Vendor. As such, the Vendor shall be entitled to damages as may be assessed and such further and other relief as a court may award including a mandatory injunction and to obtain, as a matter of right, an injunction out of any court of competent jurisdiction restraining any further violation of any such covenants by the Purchaser, and the Purchaser's successors or assigns. Such right to any injunction shall be cumulative and in addition to whatever other remedies the vendor may have.

4.02 In the event the Purchaser does not comply with these Building and Use Restrictions, the Vendor may, at its sole discretion, issue a violation notice to the Purchaser and the Purchaser shall pay to the Vendor the sum of \$500 per month from the date the violation notice is issued until the default is remedied by the Purchaser, and the Vendor shall take whatever action that is available by law or equity to remedy the Purchaser's default.

5.00 NOTICES

5.01 Any notices, requests, demands and other communications hereunder shall be in writing and shall be furnished to the parties at the addresses given below. Such notices and other communications

shall be deemed to have been duly given if delivered personally, by facsimile machine or email (confirmation of receipt by return facsimile or email) or mailed by registered mail, prepaid, return shall be deemed to have been duly given if delivered personally, by facsimile machine or email (confirmation of receipt by return facsimile or email) or mailed by registered mail, prepaid, return receipt requested, to:

Vendor: BUFFALO VISTA DEVELOPMENT INC.
1126 Selo Place, Regina S4S 7H7
Email: buffalovista@outlook.com

Purchaser: Name: _____
Address: _____

Email: _____
Fax: _____

Such notices and other communications duly given shall be deemed to be effective if given by personal delivery, upon such delivery; if given by facsimile machine or email (confirmation of receipt as aforesaid) upon the next business day after sending thereof; and if given by registered mail, upon receipt by the addressee; provided that any notice required to be given to more than one party shall be effective only upon the effective date of the notice last given.

6.00 GOVERNING LAW

This Agreement is governed by the laws of the Province of Saskatchewan and is binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

