

SCHEDULE "A" TO THE RESIDENTIAL CONTRACT OF PURCHASE AND SALE (the "Contract") BETWEEN URBAN FRING DEVELOPMENTS LTD. ("Urban Fringe") AND _____ (the "Buyer") DATED _____.

1. **Property:** All references to "Lot" in this Schedule mean the property described in the Contract.
2. **Buyer Damage Costs:** The Buyer agrees at its expense to have replaced by a registered Land Surveyor all survey stakes removed or damaged by it or as a result of its building operations and to assume and pay for all and every damage that may occur to service connections, turn-on valves, curbing, pavement, street signs, power or telephone facilities or other facilities or improvements constructed by or on behalf of Urban Fringe on or adjacent to the Lot as a result of its building or other operations, and the Buyer agrees at all times to fully indemnify and save harmless Urban Fringe from all claims or responsibility which may arise by anything done or omitted to be done by the Buyer in its operations on or adjacent to the Lot. Should the Buyer not repair the damages as determined by Urban Fringe, then Urban Fringe may cause the said damages to be replaced or repaired and the Buyer hereby agrees to pay the cost thereof to Urban Fringe within thirty (30) days of receipt of an invoice for such cost. Interest shall be payable on any invoice remaining unpaid at the rate of two percent (2%) per month on the unpaid balance. Urban Fringe agrees on completion of the building operations by the Buyer on the Lot and upon written notice given by the Buyer to Urban Fringe to make a physical inspection to ensure that no damages remain outstanding respecting the Lot and the adjacent lots thereto.
3. **Underground Utilities and Grading of Water Curb Box:** Urban Fringe and the Buyer agree that with respect to the Buyer's building or other operations on the Lot:
 - i. Excavation will not occur nor will excavation material be stored on that portion of the Lot over which an electrical, gas or telephone utility easement was granted or is to be granted in favour of the Village, Saskatchewan Power Corporation, SaskEnergy Incorporated or Saskatchewan Telecommunications;
 - ii. Urban Fringe shall be responsible for the supply and installation of the water line from the water mainline to the curb stop located at the front boundary line and the sewer line from the sewer mainline to the front property line. The Buyer will take all steps necessary to protect the curb stop

situated on the Lot and will cause the water curb stop to be raised or lowered on final grading of the Lot to the grade level specified by the Village of Bethune, Saskatchewan (the "Village"), all of which shall be subject to inspection and the provisions contained in paragraph (2) above shall be applicable to the said water curb boxes;

- iii. The Buyer is fully aware and agrees with Urban Fringe that the supply and installation of the sewer and water connections from the front boundary line of the Lot to the remainder of the Lot is the responsibility of the Buyer;
4. **Prior to Commencement of Construction:** The Buyer agrees that no dwelling or other building shall be constructed upon the Lot without Urban Fringe's written approval. Construction on the Lot shall proceed only in accordance with such written approval and as set forth in the Building and Development Regulations as annexed hereto at Appendix "I".
 5. **Design Philosophy:** To ensure the compatibility and co-ordination of improvements constructed on the Lot with the surrounding community, the Buyer covenants and agrees that any and all buildings and other structures constructed on the Lot shall comply with all architectural and design conditions as set forth in Appendix "II".
 6. **Commencement of Construction:** The Buyer further covenants and agrees with Urban Fringe that:
 - i. construction of a dwelling unit will be commenced on the Lot within twenty-four (24) months from the date of this Agreement, and such construction shall be deemed to have commenced upon the issuance of a Building Permit by the Village and on completion of basement excavation;
 - ii. the Buyer and Urban Fringe accordingly agree that in the event that the Buyer shall fail to commence construction of a single dwelling unit on the Lot within the said twenty-four (24) months, then in that event Urban Fringe shall have and is hereby granted an irrevocable option to repurchase the Lot (hereinafter referred to as the "Urban Fringe Option");
 - iii. The Urban Fringe Option shall arise by Urban Fringe giving written notice of the breach of this covenant and may then be exercised by Urban Fringe during the period commencing seven (7) days after the giving of such notice and expiring

Seller's Initials

Buyer's Initials

thirty (30) days after the giving of such notice. If prior to the exercise of this option by Urban Fringe to repurchase the Lot default under this clause shall be remedied by the Buyer, the said option hereby granted to Urban Fringe shall terminate. The purchase price payable on such repurchase shall be the applicable purchase price for the Lot set forth in the Contract (the "**Purchase Price**") less twenty percent (20%) of the Purchase Price (which sum shall be retained by Urban Fringe as liquidated damages);

- iv. The Urban Fringe Option hereby granted by the Buyer to Urban Fringe may be exercised by Urban Fringe making payment of the said sum by certified cheque payable to the Buyer and by serving or sending the same by prepaid registered mail to the Buyer. In the event that title to the Lot is then registered in the name of the Buyer, the certified cheque may be forwarded by Urban Fringe to any firm of solicitors practicing in the Province of Saskatchewan to be released to the Buyer on title of such Lot issuing in the name of Urban Fringe free and clear of all encumbrances other than those interests registered on title at the time the Lot was initially transferred to the Buyer (excluding interests that may have been registered by the Buyer), and any interests made or registered by Urban Fringe. To effect such transfer the Buyer hereby grants to Urban Fringe an irrevocable Power of Attorney to execute all such documents on its behalf.
7. **Restricted Use, Grading Level, etc:** The Buyer agrees that the said Lot shall be used by the Buyer only for the purpose of constructing thereon a dwelling unit which shall be in accordance with Appendix "I" and all building regulations, rules and requirements, of the Village, and that all building(s) erected on the Lot shall be constructed by the Buyer to a grade level fixed on a grade plan as approved by the Village including terracing or remaining walls as indicated on said grade plan and the Lot shall be graded by the Buyer to a predetermined level from front to rear and from sideyard to sideyard as fixed by the grade plan.
8. **No Resale:** The Buyer covenants and agrees with Urban Fringe that the Buyer will not resell the Lot without the consent of Urban Fringe (which shall not be unreasonably withheld except as to the requirement that such Buyer undertake in writing to the satisfaction of Urban Fringe to be bound by the provisions of this Schedule unless the sale of the Lot is complete with a dwelling unit or dwelling units constructed thereon).

Seller's Initials

Buyer's Initials

9. **Subdivision Services:** The Purchase Price includes the following services in the subdivision being constructed by Urban Fringe in which the Lot is situated (the "Subdivision"):
- i. Sanitary sewer system (at the front property line);
 - ii. Overland land drainage system;
 - iii. Water Line (at the curb stop located at the front property line);
 - iv. Street lighting; and
 - v. Underground power, natural gas and telephone.
10. **Right of Entry to Complete Services:** The Buyer grants to Urban Fringe its servants, contractors and agents the right with machinery and equipment to enter upon the Lot to do such work as may be required of Urban Fringe in order that Urban Fringe may carry out its obligations under any Development and Servicing Agreement, including the building of fencing and walls.
11. **Indemnity:** The Buyer shall indemnify and save harmless Urban Fringe from and against any and all liability, claims, damages, losses, demands, costs and expenses of whatever nature arising from or in connection with the possession and/or use of the Lot by the Buyer including without limitation arising from or in connection with any works or construction on the Lot by the Buyer, its employees, agents or subcontractors.
12. **Survival of Covenants:** The Agreement constituted between the parties hereto by the provisions of this Schedule and the covenants on the part of the Buyer shall run with the land and be binding upon the Buyer and the Buyer's successors in title and shall not in any way be merged, released or otherwise affected by Urban Fringe granting a transfer pursuant to the provisions of this agreement and Urban Fringe may file and maintain an interest against the Lot to preserve the enforcement of such provisions.
13. **Fill Material:** If there is an excess of fill materials on the Lot, the Buyer agrees to inform and obtain written approval from Urban Fringe prior to dumping any excess fill material within the Subdivision, or removal from the Subdivision.
14. **General Waiver:** No omission by Urban Fringe to enforce the strict performance of its rights under the agreement constituted by the provisions of this Schedule shall operate as a waiver of any such rights, and no waiver by Urban Fringe of the performance of any covenant or

Seller's Initials

Buyer's Initials

provision shall by itself constitute a waiver of any subsequent breach of such covenant or provision or of other any covenant or provision.

15. **Residential Contract of Purchase and Sale:** In the event of a conflict between any term or condition of the Contract and any term or condition of this Schedule, the provisions of this Schedule shall prevail.

16. **Enurement:** This Schedule shall enure to the benefit of and be binding upon Urban Fringe and the Buyer and their respective successors and permitted assigns. This Schedule and the covenants of the parties as herein set forth shall not merge with and shall survive the closing of the purchase and sale and transfer of title to the Lot into the name of the Buyer and shall be enforceable by Urban Fringe after such transfer.

Seller's Initials

Buyer's Initials

APPENDIX "I"

BUILDING AND DEVELOPMENT REGULATIONS

Unless the Buyer receives prior written consent from Urban Fringe to proceed otherwise, the Buyer shall comply with the building and development regulations set forth in this Appendix "I" (hereinafter referred to as the "Regulations"):

1. Prior to applying to the Village for a development or building permit, the Buyer shall do the following:
 - a. Arrange a meeting with Urban Fringe to review the preliminary building design and obtain Urban Fringe's approval of such preliminary building design;
 - b. Once the building design has been finalized, submit to Urban Fringe an application package which contains the following (the "Application"):
 - i. two complete sets of blueprints for the proposed building(s), including floor plans, elevations and cross sections;
 - ii. one building location plan (drawn to scale) showing foundation, setback, decks, grades at house corners, property line corners and all other improvements;
 - iii. exterior color and material samples for the building(s); and
 - iv. any additional information required by Urban Fringe;
 - c. Receive Urban Fringe's written approval of the Application; and
 - d. Provide Urban Fringe with a performance bond with a value of \$10,000.00 in the form of a Letter of Guarantee from a bank authorized by Urban Fringe (the "Performance Bond").
2. To enable the Buyer to complete the Application, Urban Fringe shall provide the Buyer with all information that Urban Fringe considers necessary to complete the Application, including the following:
 - a. A parcel picture of the lot from Information Services Corporation;

Seller's Initials

Buyer's Initials

- b. A legal plan of the subdivision, referred to as the Plan of Proposed Subdivision; and
- c. The Lot Grading Plan, at a scale of 1:1000, showing the following information:
 - i. Back of lot elevation;
 - ii. Sewer invert at property line;
 - iii. Lot number;
 - iv. Finished ground elevation at setback at centre of lot;
 - v. Setback distance; and
 - vi. Finished ground elevation at property line at centre of lot.

Note: Geotechnical report will not be provided by Urban Fringe and shall be the responsibility of Buyer to obtain (if required).

- 3. The Buyer shall pour an asphalt or concrete driveway within twelve months following completion of construction of a single dwelling unit on the Lot in a manner acceptable to Urban Fringe.
- 4. The Buyer shall landscape the front yard within twelve months of completion of construction of a single dwelling unit on the Lot in a manner acceptable to Urban Fringe.
- 5. Once the Buyer has completed construction of the single dwelling unit on the Lot to the satisfaction of Urban Fringe (acting reasonably), Urban Fringe shall release the Performance Bond to the Buyer so long as the construction complies with this Appendix "I", the Architectural Controls set forth in Appendix "II" and all other terms of this Agreement. If the Buyer fails to comply with this Appendix "I", the Architectural Controls set forth in Appendix "II" and all other terms of this Agreement, the Buyer shall forfeit the Performance Bond and the funds will be used to remedy the deficiencies.
- 6. Urban Fringe may, at its option, appoint an architect or architectural coordinator to carry out the responsibilities of Urban Fringe pursuant to this Appendix "I".

Seller's Initials

Buyer's Initials

APPENDIX "II"

ARCHITECTURAL CONTROLS

URBAN FRINGE DEVELOPMENTS LTD. is the registered owner of certain lands situated within the Village of Bethune, in the Province of Saskatchewan, and more particularly described as Lots 9 to 20 of Block 8 and Lots 1 to 12 of Block 10 Plan 102148804 (for the purpose of this Appendix "II", collectively, the "Lots").

All Lots shall be subject to the restrictions and conditions herein set forth which shall be deemed to be covenants running with the land and annexed to the land and shall be binding upon and enure to the benefit of each lot or parcel and the registered owners of each lot or parcel (for the purpose of this Appendix "II", the "Owner"), while they are registered owners from time to time.

1. No attached or semi-attached house, duplex or apartment shall be constructed or erected on, nor shall any house designated for more than one family be built on, any Lot zoned for single-family residential purposes.
2. No mobile home shall be parked or placed on any Lot. The phrase "mobile home" shall herein include a house or trailer or other similar portable accommodation for one or more persons that may be moved by being towed, pulled or carried. Only single family dwellings are permitted.
3. If the Owner wishes to store a recreational vehicle on the Lot, it must be a recreational vehicle owned by the Owner and is restricted to one of recreational vehicle per Lot.
4. No derelict or unregistered vehicles shall be stored in the open on any Lot.
5. No fuel, gasoline, oil, chemicals of any nature or biological waste (excepting waste in properly installed septic tanks) shall be stored on any Lot in an amount excess of 60 liters.
6. Single family dwellings shall have dimensions of not less than the following:
 - a. Bungalow or Bi-Level Dwelling: One Thousand Four Hundred (1,400) square feet (350 square feet of which may be an attached garage); and

Seller's Initials

Buyer's Initials

- b. Split Level and Two Story Dwelling: Two Thousand Two Hundred (2,200) square feet (350 square feet of which may be an attached garage).

In calculating the ground area of a dwelling house, the measurements for the above calculations shall be taken as the outside measurements of the main walls of the building and ground level and shall not include any porch, veranda or unheated sunroom.

- 7. No dwelling house on any single Lot shall be used for any purpose other than that of a private dwelling for a single family. Notwithstanding the foregoing, an Owner shall not be prevented from including a basement suite in the dwelling house.
- 8. The exterior finish, roof, windows, log finish, siding or stucco of any single family dwelling must be completed within twelve (12) months of the initial excavation of the foundation of the said dwelling. A minimum of fifteen (15%) percent of the exterior siding facing the street must be comprised of stone or brick.
- 9. Any additional building erected on the property (including, without limitation, a shed, a detached garage, or a workshop) that is one hundred (100) square feet or greater shall be architecturally compatible with the said dwelling house or commensurate with the residential subdivision, utilizing the same roofing materials as the dwelling house with only steel, aluminum, vinyl or stucco sidings acceptable. Such additional building must be sided and completed within twelve (12) months of the commencement of construction of the building.
- 10. All exterior housing colours must differ in style and colour from housing on adjacent lots.
- 11. No heavy equipment or tractor-trailers shall be stored or operated on the property other than for the purpose of construction of the dwelling or improvement of the property. In the event that an Owner is the owner or operator of such equipment for commercial purposes, such equipment shall not be stored within the subdivision other than as set out above.
- 12. If an Owner is to keep pets on the Lot, suitable fences or electric restraint systems are to be installed to ensure that such pets do not leave the Owner's Lot. No Owner shall have any more than two (2) pets on the property and the pet(s) must be within the property at all times.

Seller's Initials

Buyer's Initials

13. If any of the preceding covenants are determined to be void or unenforceable, in whole or in part, such invalidity or unenforceability of that covenant(s) shall not affect any other covenant and the remaining covenant(s) shall be deemed to be separate and distinct covenants.
14. No covenants herein shall be deemed to restrict any provision of any development control bylaw, development control resolutions, zoning regulation or land use regulation, or any other similar bylaw, resolution or regulation, passed or imposed by the Village, but the covenants herein are to be considered as additional restrictions.
15. This Appendix "II" shall not merge upon the delivery or registration of a transfer of any lot but shall survive same.

Seller's Initials

Buyer's Initials