



Schedule A

Building Restrictive Covenant Agreement

SCHEDULE "A"
BUILDING RESTRICTIVE COVENANT AGREEMENT

THIS AGREEMENT effective the _____ day of _____, 20____.

BETWEEN:

Tranquility Developments International Inc.

On its own behalf and on behalf of all of the Beneficiaries of all of the
Lots at Tranquility Shores, Cowan Lake. (hereinafter referred to as the
"Beneficiaries")

AND:

(hereinafter referred to as the "Purchaser")

WHEREAS Tranquility Developments International Inc. and the Purchaser have entered into an Offer to Purchase and Agreement of Purchase and Sale of real property dated the _____ day of _____, 20____ for the lands described as:

Legal Description:

Lot_____, Block_____, SW $\frac{1}{4}$, Section 20, TWP 57, Range 8, West of the 3rd Meridian

WHEREAS the Purchaser have agreed to grant to the Beneficiaries the restrictive covenants hereinafter set forth with respect to the Lands, which restrictive covenants as set forth herein shall attach to and run with the Lands and as limitations upon all present and future Beneficiaries, lessees, licensees and occupants of the Lands;

AND WHEREAS the Lands shall form the servient lands and the remainder of Lots on the approved plan shall form the Dominant Lands;

NOW THEREFORE, for valuable consideration, including the sale of the lands to the Purchaser by Tranquility Developments International Inc., and the payment of \$1.00 paid and held in trust by Tranquility Developments International Inc., for the benefit of the Beneficiaries (the receipt and sufficiency of which is hereby acknowledged) the Purchaser hereto covenant and agree as follows: 1. The Purchaser will construct a "cabin" or "cottage" consisting of:

- a. A minimum of 1000 square foot footprint on all lakefront Lots in Block 101.
- b. A minimum of 800 square foot footprint on all lakeview Lots in Block 102.

- c. All other Lots located in Blocks 100, 103, 104, 105, and 106 shall require the construction of a cottage of a minimum of 800 square feet.

To a completed stage (completed shall be defined as having an exterior not less than 90% completed, with power connected and operational) within 24 months of the date of the start of construction of such cabin or cottage. Construction is deemed to have commenced when the first portion of any vertical wall is erected and does not include the construction of a foundation.

- 2. The Purchaser will not place any temporary structure, trailer, mobile home and/or motor home on the Lands. Park Model trailers are not permitted as either temporary or permanent residences. This clause does not apply to the placement, temporarily, of an R.V. on the property owned by or for visitors subsequent to the completion of construction of the cabin or cottage referred to in paragraph 1.
- 3. All cabins, cottages, garages and other structures must be new, on site construction, with new materials, or new construction RTM (ready to move homes). Exterior colours shall be compatible with the natural surroundings. Siding may be wood, log, vinyl, brick or rock, and/or stucco. Siding must be earth tones (shades of brown) or grey. Shades of blue, red, yellow, green, pink, etc. exterior siding are not allowed. Roofing may be shingle, steel, shale, cedar, or material like in appearance. Roofing must be earth tones (shades of brown) or grey, and green and red are also acceptable.
- 4. All siding, roofing and exterior materials of all outbuildings constructed for which a building permit is required must be finished in a manner consistent with the principal cottage. The exterior of outbuildings may be finished with materials identical to those used on the principal cottage without the requirement of approval of the Owner. The use of substitute materials on outbuildings like in character and appearance to the principal cottage may be used upon the approval of the Owner which approval shall not be unreasonably withheld. The use of exterior materials on outbuildings different in appearance from those used on the principal cottage may only be used upon the approval of the Beneficiaries which approval may be granted or denied by the Owner in its sole and unfettered discretion. The Owner in its sole and unfettered discretion shall determine whether materials used are like in character and appearance.
- 5. If any part of the above restrictions shall, at any time be in violation of, or in breach of, or in conflict with, any valid and enforceable statute, by-law, rule, order or regulation of any governmental authority having jurisdiction with respect thereto, such offending part shall be, and is deemed to be, severed from the remaining restrictions, and shall be of no force and effect, but the remainder of the restrictions shall continue in full force and effect.
- 6. Any waiver of any breach of any part of or all of this Agreement shall not constitute a waiver of this Agreement or of any other part of or of any subsequent breach thereof. No waiver will be effective unless it is in writing signed by the proper parties.

7. The covenants contained herein shall enure to the benefit of the Beneficiaries and their successors and assigns and shall be binding on the Purchaser and their successors and assigns and to all future Beneficiaries, lessees, licensees and occupants of the Lands or any part thereof or of any interest therein and these covenants will be registered by caveat on title to the Lands.
8. The Purchaser undertake and agree not to use or cause to be used any herbicides, pesticides, fertilizers or like chemicals on the lands or surrounding municipal reserve and the Purchaser agrees that should they breach this clause they shall be liable for all cleanup and removal of the same from the property and the costs of any testing required to confirm the herbicide, pesticide and/or fertilizer is totally removed from the Lands.
9. All notices, demands and payments required or permitted to be given hereunder shall be in writing and may be delivered personally or sent by e-mail or fax to the addresses set forth below:

In the case of the Purchaser, to:

In the case of the Beneficiaries, to:

Tranquility Developments International Inc.
c/o Scott Phelps & Mason 306 Ontario Ave.
Saskatoon, SK S7K 2H5
Attention: Mr. Kevin Scott

Either party may at any time give notice in writing to the other of any change of address of the party giving such notice, and from and after the giving of such notice the address therein specified shall be deemed to be the address of such party for the giving of notices herein.

10. The parties hereto further covenant and agree on behalf of themselves, their successors and assigns that they will sign such further agreements, assurances, papers and documents and perform such further and other acts as may be necessary and desirable from time to time in order to give effect to this Building Restrictive Covenant Agreement.

11. Investor Package

An Investors Package will require the purchase of three Lots, consisting of one lakefront Lot and two back Lots, all at the Investor's choice and as may be available. The following restrictions will apply to Investors Packages:

- (i) No Investor will be allowed to sell any of its lots sooner than 18 months after purchase.
- (ii) Time limitations for commencement of construction and completion thereof shall be as outlined in Paragraph 1 (A) hereof, and time shall commence to run on those limitations within 36 months of registration of title following purchase or when the Investor sells the lots, whichever shall first occur.

12. The Purchaser acknowledges that the Beneficiaries will not have an adequate remedy of compensation nor will be adequately compensated by money damages for injury caused in the event that the Purchaser breaches or threatens to breach his or her obligations under this Agreement. It is therefore agreed that the Beneficiaries shall be entitled to obtain a restraining order, injunction, or decree of specific performance from a court of equity in the event of any such breach or threat thereof. Nothing herein shall be construed to prevent or preclude the Beneficiaries from pursuing any other remedies available to them for any such breach or threat thereof.

IN WITNESS WHEREOF the Purchaser has executed this Building Restrictive Covenant Agreement this _____ day of _____, 20_____.

Witness

Purchaser

IN WITNESS WHEREOF this Agreement is executed on behalf of the Beneficiaries:

Tranquility Developments International Inc.