

# General Purpose Offer to Purchase – Schedule “A”

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This Schedule is attached to and forms part of an Offer to Purchase made by \_\_\_\_\_, as buyers, to The Grande at Grande Pointe Inc., as sellers regarding the property legally described as follow:

Lot No. \_\_\_\_, Block \_\_\_\_, Plan 57609 WLTO; Being part of Lot 2, 3 and 4, Grande Pointe Settlement and O.T.M. Lot 185, Parish of St. Norbert.

1. It is a condition of this Offer that the Purchaser agrees to comply with and perform the general requirements set forth in Appendix “B” hereto entitled “Design Guidelines”.

2. In addition to the purchase price, the Purchaser shall pay to the Seller, or its agent the following sums:

The sum of TEN THOUSAND (\$10,000) DOLLARS per lot, payable in the form;

i. \_\_\_\_\_ of a certified cheque on possession date, to be held by the Seller in trust. This deposit will be refunded to the Buyer upon confirmation that the Buyer has completed the approval process as stipulated in the attached Appendix “B” all to the satisfaction of the Seller’s or their representative. In the event the Buyer does not complete as aforesaid the Seller shall be entitled, but not obligated, to complete, to such standard as the Seller in its sole and absolute discretion deems satisfactory and to apply the sum of TEN THOUSAND (\$10,000) DOLLARS to the cost thereof. For the purpose of this paragraph the dwelling constructed on the lot shall be deemed to be substantially completed within one (1) year of occupancy.

ii. \_\_\_\_\_ or an irrevocable letter of credit on possession date, to be held by the Seller. This letter of credit will be returned to the Buyer upon the Seller’s representative notifying the Seller that the Buyer has completed the approval process as stipulated in the attached Appendix “B” all to the satisfaction of the Seller’s representative. In the event the Buyer does not complete as aforesaid the Seller shall be entitled, but not obligated, to complete, to such standard as the Seller in its sole and absolute discretion deems satisfactory and to apply the sum of TEN THOUSAND (\$10,000) DOLLARS to the cost thereof. For the purpose of this paragraph the dwelling constructed on the lot shall be deemed to be substantially completed within one (1) year of occupancy.

3. The Purchaser covenants and agrees to initiate construction of a residential dwelling upon the lot within (3) three years of the date of possession and to substantially complete it within (1) one year of issuance of building permit. In the event the Purchaser has not initiated house construction within (3) three years as aforesaid, the Compliance deposit is forfeited to the Seller, and the Seller shall have the right in its absolute discretion, and the Purchaser hereby grants

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the Seller the option to re-purchase the lot for the original purchase price of the lot as recorded herein anytime thereafter if construction has not commenced. The Seller may exercise this option by delivering written notice to the purchaser or purchaser's Solicitor for the Purchase any time following (3) three years after the date of possession. Within fourteen (14) days after the date of such notice, the Purchaser shall deliver to the Seller a transfer of land, sufficient upon registration in the Winnipeg Land Titles office to vest title in the name of the Seller clear of all encumbrances, excepting only caveats or plans of survey filed in connection with right-of-way easements related to the installation and maintenance of telephone and hydro-electric service or as a result of any subdivision agreement, development agreement, drainage easement, building restriction agreement or zoning agreement entered in between the Seller and the RM of Ritchot, and any such other agreement as registered that was registered prior to the initial sale of property. "Seller shall have the right to register this agreement as a caveat in Winnipeg Land Titles office. The Purchaser is responsible for the costs to discharge said Caveat. It is specifically agreed that once the Purchaser is in breach thereby triggering the option for the Seller to re-purchase, the deposit and the Compliance Deposit as defined in paragraph 1 of Schedule "A" is forfeited to the Seller, whether or not the Seller opts to re-purchase.

4. Culvert and driveway crossing to be the responsibility of the Purchaser. They shall be installed and constructed in accordance with the elevations designed by the Developer's engineers and comply with all regulations of the R. M. of Ritchot.

5. Purchaser is aware the Owner is a licensed Real Estate Broker and the Purchaser is advised that he/she may seek independent legal counsel before signing this agreement.

6. Other:

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Signed and Dated by the Seller this _____, day of _____, 20____  	_____ Seller  _____ Seller
Signed and Dated by the Buyer this _____ day of _____, 20____  	_____ Buyer  _____ Buyer



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# SCHEDULE “B”

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**1. PURPOSE OF THE GUIDELINES**

The purpose of these guidelines is to ensure a well co-ordinated, high quality, and aesthetically pleasing development. To accomplish this, the guidelines ensure the complimentary standards of architectural design and materials throughout the community. All house and site plans will be reviewed for compliance with these guidelines.

**2. DESIGN GUIDELINES APPLICABILITY & COMPLIANCE DEPOSIT**

The guidelines are applicable to all lots within the subdivision commonly known as The Grande, further defined as the Planned Area.

COMPLIANCE DEPOSIT

The purpose of the Compliance Deposit is to ensure house construction is consistent with the Architectural Guidelines and Site Standards and obligations under the Lot Sales Agreement. The Purchaser is required to provide a Compliance Deposit to be held in trust by the Developer as specified in the Lot Sales Agreement. All or a portion of the Compliance Deposit can without limitation and at the sole discretion of the Developer be used to pay for any of the following:

- i) compliance with driveway, sodding or landscape requirements under the Design Guidelines;
- ii) specific repairs to municipal infrastructure;
- iii) clean-up that is attributed to a Purchaser or Builder’s negligence or damage;
- iv) pay proportionately for general development clean up or city infrastructure repairs which cannot be attributed to a specific Purchaser or Builder.

It is understood and agreed clean up and repair responsibility attributed to Purchasers or Builders excludes workmanship and warranty repairs attributed by the Municipal Engineer to the streets and underground contractor works. This Compliance Deposit is refundable to the Purchaser as outlined below.

**Compliance Deposit Refund Procedure:** The Developer will, from time to time, carry out on-site inspections of construction to confirm compliance with the design guidelines and approved grades. Upon completion of construction, the Purchaser or Builder will notify the Developer at which time a final inspection will be carried out to confirm compliance. All seasonal work such as sodding or seeding and landscaping must be completed prior to this inspection. Following the receipt of the final inspection form, a calculation of the refund will be made, or a list of deficiencies to be completed will be provided to the Purchaser or Builder prior to the release of the compliance refund.

DESIGN GUIDELINES APPROVAL PROCEDURE

Prior to applying for a building permit the property owner, or authorized designate, must receive written endorsement from the Developer, or authorized designate, stating approval of the house and site plan. The Permitting Authority may not issue a building permit for any structure in the Planned Area without the written endorsement of the Developer. Written approval of the Property Owner’s plans must accompany all building permit applications to the Permitting Authority.

It is understood that the responsibility and costs for achieving the following “design criteria” shall be borne by the builder/owner solely.

It is the responsibility of every builder/owner to check and verify all information and ensure that the required criteria documentation has been completed prior to construction.

**3. SUBMISSION REQUIREMENTS AND PROCEDURE**

The property owner agrees to comply with these guidelines upon purchase of their respective lot within the Planned Area. The Property Owners must submit the following information to the Developer to assess the proposed house and site plans for compliance with these guidelines.

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**3.1.1. House Plan:** The complete set of house plans, elevations and sections, shall be to a scale of 1" = 20 feet and shall be sufficient to show all elevations with proposed finishes, exterior colour schemes, plans at all levels including the basement, square footage and at least one section sufficient to illustrate the floor layout of levels within the house, and any unusual structural systems.

**3.1.2. Site Plan:** The complete site plan (1" = 20') shall show the location and distance to the property boundaries of all buildings, the location and material used for patios and sidewalks, the location and material of driveways, and the location of existing trees to be removed. In addition, the location of pools, and any fencing must be provided.

Upon receipt of the proposed house and site plan, the Developer will review the design for compliance with these guidelines. If the development is in compliance, the Developer will issue a compliance letter to the property owner. If preliminary plan requires modification to meet guidelines, the Developer will provide the Property Owner with a list of the deficiencies which must be addressed. Once addressed, the plan must be resubmitted to the Developer. Should there be no further deficiencies the compliance letter will be issued.

**4. DEVELOPER'S RIGHT TO REJECT SUBMISSIONS**

The Developer or their authorized designate will verify satisfactory compliance to these guidelines and has the authority to reject unsatisfactory housing proposals or recommend changes required to meet the intent of the control document. The Developer's decision on any approval matters will be final.

**5. DEVELOPER'S RIGHT TO APPROVE NON-CONFORMING SUBMISSIONS**

The Developer reserves the right to approve any house or site plan which does not conform to any guideline specified within this document.

**6. HOUSE DESIGN**

**6.1. Minimum House Size**

**6.1.1.** The minimum house size shall be:

Bungalow .....	1,600 s.f.
Split-Level .....	1,950 s.f.
Two-Storey (including cab-overs) .....	1,950 s.f.

.... excluding basements, garage, porches and deck (covered or open) areas.

**6.2. House Massing**

**6.2.1.** Massing of two-storey homes shall centre primarily over the first storey and not over the garage.

**6.2.2.** No house shall exceed two fully above ground storeys in height when viewed from the street.

**6.2.3.** No bi-level style house or mobile home is allowed.

**6.2.4.** All homes must have no less than two (2) private vehicle attached garages and no more than four (4) private vehicle attached garages.

**6.2.5.** All homes must be custom-built on site.

**6.3. House Exterior Colour Scheme**

**6.3.1.** Colour schemes should be midrange to darker earth tones for all exterior elevations. Specific samples and colour chips may be requested and kept to confirm compliance with approved colour schemes on site.

**6.3.2.** To avoid repetition, the colour scheme of previously approved neighbouring houses will be considered when evaluating proposed colour schemes.

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#### **6.4. Exterior House Materials and Design**

- 6.4.1.** The Developer encourages higher quality building materials and exterior finishes.
- 6.4.2.** The Developer discourages repetitive house plans and elevations. Previously approved neighbouring houses will be considered when evaluating house plans.
- 6.4.3.** The use of brick, ornamental or natural stone is mandatory with a minimum of 20% of house façade being covered with brick or stone.
- 6.4.4.** Extensive use of stucco on the façade of the house is discouraged, but where used it must be accented with built-up detailing around doors and windows and front entry.
- 6.4.5.** Consistency of style and material use is encouraged.
- 6.4.6.** Exterior materials used on the façade should be carried around corners to the side of the house a minimum of 3 feet.
- 6.4.7.** The use of metal siding is not permitted.
- 6.4.8.** Coloured or mirror reflective glazing is not permitted.
- 6.4.9.** The front entry should be designed as a key focal point. All windows and doors should be in harmony with the house style.

#### **6.5. Roof Materials and Design**

- 6.5.1.** No roofs shall have less than a 6/12 pitch. Exceptions will be considered for roof slopes consistent with acceptable styles.
- 6.5.2.** Large uniform roof masses should be avoided by utilizing stepped roof lines, dormers, or gable features.
- 6.5.3.** All exposed metal flashings, vents, stacks, etc., associated with roof finish must be finished to match the roof's general colour and appearance.
- 6.5.4.** Acceptable roof finishes include asphalt shingles, cedar shingles, cedar shakes, concrete or slate tiles.
- 6.5.5.** Locating plumbing stacks, vents, and non-featured chimneys on the rear portion of the roof is encouraged.
- 6.5.6.** Flat roofs will be considered depending on architectural design.

#### **6.6. Fascia Material and Design**

- 6.6.1.** Fascia boards and trim are to be of aluminum or wood construction and be a minimum of 6 inches, painted/stained to be consistent with the house's exterior colour scheme.

#### **6.7. Chimney Materials and Design**

- 6.7.1.** Permitted materials for exterior chimney construction include clay brick, siding, stucco or stone.
- 6.7.2.** Exposed metal-insulated chimneys are not permitted.
- 6.7.3.** Tops of chimneys should incorporate decorative detail.

#### **6.8. Garage Design and Location**

- 6.8.1.** The design and character of the garage should be integrated with the dwelling.
- 6.8.2.** Garage roof pitch must relate to the house roof pitch.
- 6.8.3.** Alternative locations for garage doors, other than facade facing the street are encouraged.
- 6.8.4.** For garage doors facing the street every attempt should be made to widen the home by placing the garage as much to one side of the home as possible.

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**6.8.5.** Open carports are not permitted

**6.8.6.** The dimension between head of garage doors and the underside of garage roof horizontal fascia shall be 30 inches or less.

**6.9. Additional Design Requirements**

**6.9.1.** Trim boards are encouraged around all window frames, except where stucco built-up detailing has been used.

**6.9.2.** Windows should be fixed, casement or awning design, or combinations of the above, and are further encouraged to include details such as fixed mullion bars.

**6.9.3.** Houses on corner lots may be required to have similar treatments on side elevations facing a street. One storey elevations on flanking streets are required. Additional glazing and bay windows on side elevations are encouraged.

**6.9.4.** All structures built on lots with access to the river, must comply with the foundation specifications of the geotechnical report supplied by the developer.

**7. SITE DESIGN**

**7.1. Setback Requirements**

**7.1.1.** The minimum building setbacks as required by the Rural Municipality of Ritchot shall apply, except where exceeded by the guideline setbacks and yard requirements as determined by the Developer.

**7.1.2.** Front yard setbacks shall be a minimum of 125 feet, maybe less depending on depth of lot.

**7.1.3.** Rear yard shall be a minimum of 75 feet.

**7.1.4.** Setbacks and yard requirements shall be measured from property lines to exterior face of building. Encroachments such as cantilevers, bay windows, chimneys and overhangs into the setback are permitted but must comply with the Rural Municipality of Ritchot by-laws.

**7.2. Lot Grading**

**7.2.1.** Lot grading must follow the natural land contours and be consistent with the subdivision concept grading plan and the Rural Municipality of Ritchot grading requirement.

**7.2.2.** Each lot must be graded to handle all storm water falling within property lines without draining to adjacent lots.

**7.2.3.** All drainage must be designed to drain water to the front of the property to a municipal ditch or drain, unless previously agreed upon by the Municipality please see subdivision concept grading plan.

**7.2.4.** No berms or retaining walls are permitted along property lines which create water run-off onto adjacent properties.

**7.2.5.** Excess fill may be deposited only at locations prescribed by the developer. No fill may be excavated from any other site or area in the development.

**7.3. Accessory Buildings**

**7.3.1.** A maximum of two outbuildings may be built on the property. If the home has an attached garage then only one additional outbuilding will be allowed. No outbuilding may be larger than 1,000 square feet. Maximum wall height is 10'.

**7.3.2.** Home based businesses may be operated from a site, but no additional buildings may be constructed for this purpose.

**7.3.3.** Accessory buildings may not be used for commercial scale agriculture, animal husbandry or manufacturing that will create noise, odors, fumes or other irritants to neighbors.

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**7.4. Accessory Building Location**

**7.4.1.** All accessory buildings must be located within the rear yard. On flanking lots accessory buildings must be located along interior property line away from street.

**7.5. Accessory Building Materials**

**7.5.1.** Accessory buildings must be constructed of the same materials, colour scheme and approximate roof pitch as the house. Accessory buildings must not exceed a wall height of 10 feet. Prefabricated metal/vinyl construction pre-packages are not allowed.

**7.6. Driveway and Sidewalk Material and Design**

**7.6.1.** Driveway culvert sizing will be prescribed by the Municipality and Developer as per the Engineers conceptual drain plans.

**7.6.2.** Permitted materials for driveway construction include interlocking pavers, cast-in-place concrete, asphalt, limestone and gravel.

**7.6.3.** Sidewalks should be designed to be consistent with driveway material. No pre-cast slab paver sidewalks are permitted in front yard.

**7.6.4.** No more than one driveway shall be constructed for each lot and the driveway shall not have more than one access to the street.

**7.7. Fencing**

**7.7.1.** All fencing within the subdivision will be coordinated with respect to both design and materials and must comply with the Rural Municipality of Ritchot by-laws.

**7.7.2.** All fencing must be constructed out of either cedar or treated lumber or ornamental metal fencing. Chain-link fencing is not permitted.

**7.7.3.** No fencing shall exceed 6 feet in height.

**7.7.4.** No fencing is permitted in the front yard of any residence, unless approved by developer.

**7.8. Plant Materials and Landscape Architecture**

**7.8.1.** Applicants are strongly encouraged to develop plans which preserve existing trees, and concessions and/or adjustments may be made to those applicants who manipulate designs to accommodate preservation.

**7.8.2.** Landscaping (leveling of the yards, seeding or sodding of the yards and planting a minimum of ten, 4 -6 foot tall trees with a minimum of 1 inch caliper in the front or side yards) must be completed within 36 months of title transfer and is subject to the developer undertaking this work at the purchasers expense if not performed in a timely manner.

**7.8.3.** Patios may be permitted in front or side yards, at the discretion of the Developer, if they are designed as unique entry features and enhance the garden character of the property.

**7.8.4.** All swimming pools, decks, patios, and related hard surface landscape architecture must be located in the rear of each lot and must be screened from public view and from street side.

**8. MISCELLANEOUS RESTRICTIONS**

**8.1. Vehicles**

**8.1.1.** Recreational vehicles, trailers, boats and all commercial vehicles including school buses, semi-trucks, tractors and delivery vehicles, cannot be stored in the front yard or driveway of any property for more than 2 months.

**8.1.2.** No motor vehicle other than passenger motor vehicle shall be parked upon the lands unless concealed in a wholly enclosed garage excepting one recreation vehicle. The words "passenger

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motor vehicle” and “parked” shall have the meaning ascribed to them by The Highway Traffic Act and are subject to the Rural Municipality of Ritchot by-law.

**8.2. Signage**

**8.2.1.** All temporary promotional signage is to be approved prior to installation by the Developer.

**9. RESTRICTIONS DURING CONSTRUCTION**

**9.1. Appearance during Construction**

**9.1.1.** All building sites are to be kept safe and orderly during construction. All garbage is to be stored out of sight or disposed of according to the by-laws of the Rural Municipality of Ritchot. Debris cages are to be used during construction. No garbage/trash burning is permitted at any time.

**9.1.2.** Exterior work/construction hours must comply with the Rural Municipality of Ritchot by-laws.

**10. DEVELOPER LIABILITY**

**10.1.** Nothing herein contained shall be construed or implied as imposing on the Developer any liability in the event of noncompliance with or non-fulfillment of any of the covenants, conditions, or stipulations herein contained, or contained in any conveyance or other agreement pertaining to any of the lots.

**10.2.** Nothing contained in these requirements shall be construed as imposing any liability upon the Developer or the owner for damage resulting from structural defects in any structure erected on any lot with approval nor any responsibility in connection with the site selected for any structure by any owner nor for the determination of lot boundaries.

**10.3.** Neither the Developer or owner/builder, nor any of their respective agents, servants and employees shall be liable for any or all loss, costs, liabilities, claims, damages or injury to any person arising out of:

**10.3.1.** The approval or deemed approval of any building plans, or

**10.3.2.** A failure to enforce any of the provisions herein contained; and whether caused by the negligence or willful act of the Developer or owner/builder, Developer or any of their respective agents, servants or employees or otherwise (herein collectively called the "Liabilities"). Each of the owners of the lots from time to time hereby releases jointly and severally the Developer, owner/builder and each of their respective agents, servants and employees, in respect to the Liabilities.

**11. ACCEPTANCE**

Lot:    Block:    Plan: 57609

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Witness \_\_\_\_\_

Purchaser(s) \_\_\_\_\_

Witness \_\_\_\_\_

Purchaser(s) \_\_\_\_\_

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