

SCHEDULE A

Landmark East Design Guidelines & Compliance Deposit

This Schedule "A" is attached to and forms part of an Offer to Purchase made by _____, as buyers, to Landmark East, a Partnership, as sellers (hereinafter referred to as "sellers" of "Developer") regarding the property legally described as follow:

Lot No. __, Block __, Plan # 65400, WLTO, Landmark East, Manitoba

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 and timelines required to construct and complete construction. All house and site plans will be reviewed for compliance with these guidelines.

2. DESIGN GUIDELINES, APPROVALS, TIMELINE & COMPLIANCE DEPOSIT

TIMELINE FOR CONSTRUCTION

The Buyer 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.

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.

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 Offer to Purchase.

The Purchaser agrees to pay the sum of FIVE THOUSAND (\$5,000) DOLLARS per lot (hereinafter referred to as the "Compliance Deposit"), payable in the form of a certified cheque on possession date, to be held by the Seller in trust. In the event that the Compliance Deposit is paid on possession by being added to the Statement of Adjustments, it is agreed that said deposit shall be released to the Seller upon the terms contained herein.

FAILURE TO COMPLY WITH TIMELINES

In the event the Buyer has not so initiated and completed house construction in accordance to the timelines noted above, the Compliance deposit is forfeited to the Seller, and the Seller shall have the right in its absolute discretion, and the Buyer hereby grants 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 buyer or buyer'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 Buyer 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 Tache, 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 Buyer is responsible for the costs to discharge said Caveat. **It is specifically agreed between the Seller and the Buyer that in the event that the option to re-purchase noted above is exercised by the Seller, the Compliance Deposit as defined is hereby forfeited to the Seller.**

FAILURE TO COMPLY WITH GUIDELINES

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:

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- 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 and or 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

Upon completion of construction and front yard landscaping, the Purchaser or Builder will notify the Developer, and 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.

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.

- i. **House Plan:** The complete set of house plans, elevations and sections, shall be to a scale 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
- ii. **Site Plan:** The complete site plan 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 REQUIREMENTS

6.1. Minimum House Size and Widths

The minimum house size excluding basements, garage, porches and deck (covered or open) areas shall be:

For all lots with the exception of the village Lots (Lots 29-45 Block 5)

Bungalow	Single Family: 1,100 s.f.	Duplex: 900 s.f.
Bi-level (main level)	Single Family: 950 s.f.	Duplex: 900 s.f.
Two-Storey (including cab-overs)	Single Family: 1,400 s.f.	Duplex: 1,000 s.f.

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In additions to the minimum square footage all homes widths (garage and home combined) must be **75% of the buildable width** of the lot as measured at the 25' front yard setback.

6.2. House Massing and Garages

No house shall exceed two fully above ground storeys in height when viewed from the street. No mobile home or RTM is allowed; all homes must be custom-built on site. All homes must have at least **two (2) vehicle attached garages** for Single Family homes and a **one (1) vehicle attached garage for a Duplex**.

6.3. Exterior House Materials and Design

Color schemes should be upscale to create an attractive development. All color schemes must be Included in your submission and will be considered. Repetitive house plans and elevations are discouraged; neighbouring houses will be considered when evaluating house plans. A minimum of 20% of house front façade shall be covered with brick, ornamental or natural stone. Exterior materials used on the façade should be carried around corners to the side of the house a minimum of 2 feet. Coloured or mirror reflective glazing is not permitted.

6.4. Roof Pitch, and Vent Locations

No roofs shall have less than a 5/12 pitch. Exceptions will be considered for roof slopes consistent with acceptable styles (for example a modern roof). All exposed metal flashings, vents, stacks, etc., associated with roof finish must be finished to match the roof's general colour and appearance and encouraged to be located on the rear portion of the roof.

6.5. Garage Design

The design and character of the garage should be integrated with the dwelling. Garage roof pitch must relate to the house roof pitch. Open carports are not permitted. The dimension between head of garage doors and the underside of garage roof horizontal fascia shall be 30 inches or less or a design feature must break up this distance.

7. SITE DESIGN

7.1. Setback Requirements as per the RM Tache policies

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

Developer Minimum Setbacks are as follows:

Rear Yard: 25'

Side Yard: 5'

Corner Side Yard: 12'

Front Yard: Variable, as shown on the attached site plan drawing (minimum 25')

Front yard Setbacks will be provided by the Developer according to the master design as shown on the drawings for the development. Encroachments such as cantilevers, bay windows, chimneys and overhangs into the setback are permitted but must comply with the Rural Municipality of Tache by-laws.

7.2. House Elevation

House elevations will be set by the RM of Tache according to the engineered grading plan. The RM will provide an elevation for garage slab height which will set the height of the home. The maximum number of exterior stairs for the front of the home is 5 risers.

7.3. Lot Grading and Excess Fill

Lot grading will comply with RM of Tache's grading requirements. Each lot must be graded to handle all storm water falling within property lines without draining to adjacent lots. All drainage must be designed to drain water to the front of the property, unless previously agreed upon by the Municipality – please see subdivision concept grading plan. No berms or retaining walls are permitted along property lines which create water run-off onto adjacent properties. Excess fill may be deposited at locations prescribed by the developer; no fill may be excavated from any other site or area in the development.

7.4. Accessory Buildings (addressed in RM policy)

Accessory buildings should be aesthetically pleasing and consistent with the home colors.

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7.5. Driveway and Sidewalk Material

Driveway construction may include interlocking pavers, asphalt, or cast-in-place concrete.

7.6. Fencing

All fencing within the subdivision will be coordinated with respect to both design and materials and must comply with the Rural Municipality of Tache by-laws. All fencing must be constructed out of cedar, treated lumber or ornamental metal fencing, and shall not exceed 6 feet in height. No fencing is permitted in the front yard of any residence. Chain-link fencing is permitted in back yards, only if black in color and less than 4' high.

7.7. Plant Materials and Landscape Architecture

Property owners are responsible for sodding or seeding the boulevard frontage and/or flankage of their property. All swimming pools, decks, patios, and related hard surface landscape architecture must be located in the rear of each lot.

8. VEHICLE RESTRICTIONS

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. 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.

9. GARBAGE AND HOURS DURING CONSTRUCTION

All building sites are to be kept safe and orderly during construction according to the by-laws of the Rural Municipality of Tache. Garbage containment bins or enclosures are to be used during construction. No burning is permitted at any time. Exterior work/construction hours must comply with the Rural Municipality of Tache by-laws.

10. DEVELOPER LIABILITY

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. Neither the Developer or owner/builder, nor any of their respective agents, servants and employees shall be liable for any or all loss.

11. ACCEPTANCE

Dated this _____ day of _____, 20__.

Witness _____ Buyer(s) _____

Witness _____ Buyer(s) _____