

## SCHEDULE A

# McLennan Lane Design Guidelines & Compliance

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This Schedule "A" is attached to and forms part of an Offer to Purchase made by the Buyers, to Schinkel Properties, as sellers (hereinafter referred to as "sellers" of "Developer") regarding the property legally described as follow:

Lot No. \_\_\_\_\_, Deposit 169-2024, WLTO, St Clements, Manitoba

### 1. THE BUYER IS AWARE THAT THE SELLERS ARE LICENSED REAL ESTATE AGENTS IN MANITOBA

### 2. POSSESSION

This offer is subject to the lot being permit ready with a Completion Certificate issued by the RM, and the lot is permit ready. If titles and/or the Completion Certificate are not available on possession date, the seller has the right to postpone possession for up to 1 year after which time this offer will become null and void with all deposits returning to the buyer.

**For purposes of clarity, the Purchaser agrees to accept possession with the Development Agreement together with an Easement for drainage as permitted encumbrances on title at the time of transfer of said lot.**

### 3. PURPOSE OF THE GUIDELINES

The purpose of these guidelines is to ensure a well-coordinated, 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.

### 4. DESIGN GUIDELINES, APPROVALS & TIMELINE

#### 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.

#### 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 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 St Clements, and any such other agreement as registered that was registered prior to the initial sale of property. The 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.

#### FAILURE TO COMPLY WITH GUIDELINES

The Purchaser is responsible for all of the guidelines included in this document and shall be responsible for any costs arising from a breach of this agreement.

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.

# SCHEDULE A

## 5. 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 [alan@schinkelproperties.com](mailto:alan@schinkelproperties.com) to assess the proposed house and site plans for compliance with these guidelines.

- ii. **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
- iii. **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.

## 7. 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.

## 8. 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.

## 9. HOUSE DESIGN REQUIREMENTS

### 9.1. Minimum House Size and Widths

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

- Bungalow ..... Single Family: 1,300 s.f.
- Bi-level (main level) ..... Single Family: 1,300 s.f.
- Two-Storey (including cab-overs) ..... Single Family: 1,650 s.f.

### 9.2. 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 side by side attached garage**.

### 9.3. 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 2 unique façade materials shall cover the front elevation (brick, stone, siding, stucco, wood, shakes, etc.) 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.

### 9.4. 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.

### 9.5. 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.

# SCHEDULE A

## 10. SITE DESIGN

### 10.1. Setback Requirements as per the RM St Clements policies

The minimum building setbacks as required by the Rural Municipality of St Clements 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: 25'      Corner Side Yard: 40'      Front Yard: 80'**

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 St Clements by-laws.

### 10.2. House Elevation

House elevations will be set by the RM of St Clements 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.

### 10.3. Lot Grading and Excess Fill

Lot grading will comply with RM of St Clements'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.

### 10.4. Accessory Buildings, and Additional Garage / Shop (addressed in RM policy)

Accessory buildings should be aesthetically pleasing and consistent with the home colors and look. Only one (1) Additional building is allowed with a maximum building size of 1300 s.f.

### 10.5. Driveway and Sidewalk Material

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

### 10.6. Fencing

All fencing within the subdivision will be coordinated with respect to both design and materials and must comply with the Rural Municipality of St Clements 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.

### 10.7. Plant Materials and Landscape Architecture

Property owners are responsible for sodding or seeding the boulevard frontage and/or flankage of their property and must plant a minimum of 2 trees (6' or taller) of their choice in the front yard. All swimming pools, decks, patios, and related hard surface landscape architecture must be located in the rear of each lot.

## 11. 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.

## 12. GARBAGE AND HOURS DURING CONSTRUCTION

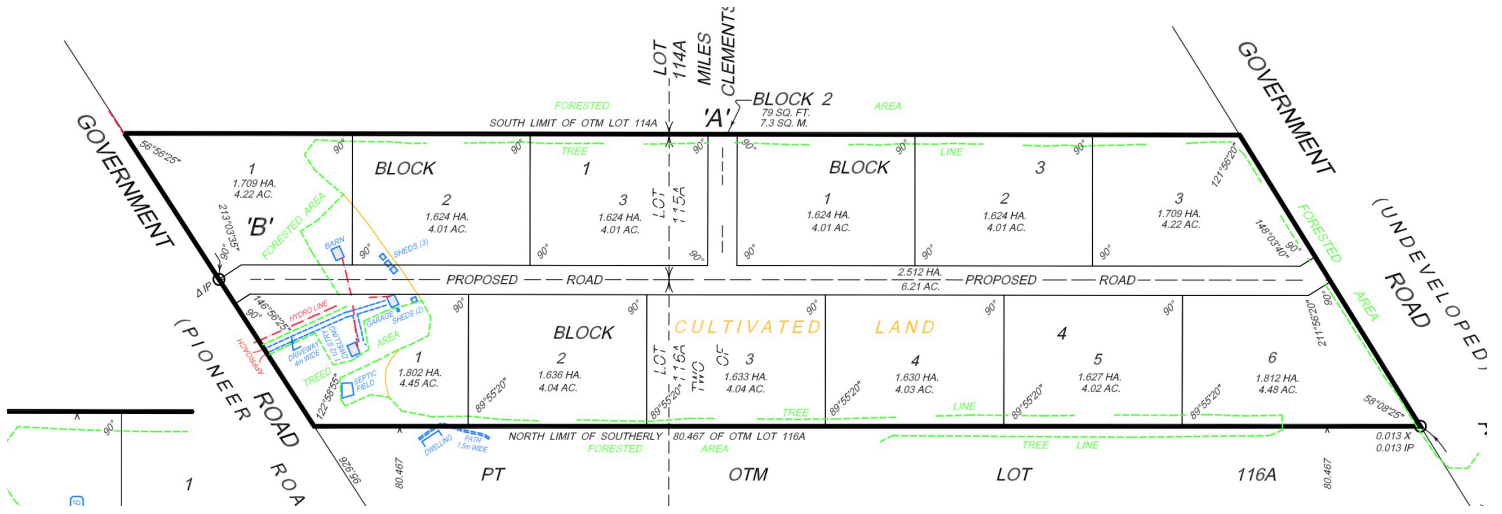
All building sites are to be kept safe and orderly during construction according to the by-laws of the Rural Municipality of St Clements. Garbage containment bins or enclosures are to be used during construction. No burning is permitted at any time. Exterior work/construction hours must comply with the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

## 13. 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.

# SCHEDULE A

## 14. Plan



## 15. ACCEPTANCE

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

Witness \_\_\_\_\_ Buyer(s) \_\_\_\_\_

Witness \_\_\_\_\_ Buyer(s) \_\_\_\_\_