

**PRITCHARD FARM SOUTHLANDS "PHASE 2"  
OFFER TO PURCHASE A LOT**

I/WE, \_\_\_\_\_  
 (hereinafter called the "**Purchaser**"), of \_\_\_\_\_  
 Res. Ph. \_\_\_\_\_, Bus. Ph. \_\_\_\_\_, Cell Ph. \_\_\_\_\_  
 Email address: \_\_\_\_\_

hereby offer and agree to purchase through Royal LePage Prime Real Estate/Wayne Penner as agents for Pritchard Farm Southlands Ltd. (hereinafter called the "**Developer**") the land known as

**Lot No.** \_\_\_\_\_, **Block No.** \_\_\_\_\_,  
**Plan** \_\_\_\_\_, **Street** \_\_\_\_\_,  
 Civic Address \_\_\_\_\_

in parish of East St. Paul (hereinafter called the "**Lot**"), which Lot is identified on the plan of subdivision of the development commonly known as Pritchard Farm Southlands (the "**Development**"), a copy of a portion of such plan of subdivision is attached as Schedule "A" hereto, for an amount equal to the Purchase Price set forth in paragraph 1 below. The Lot shall be free and clear of all encroachments by adjoining structures and from any encumbrances except for any caveat or plan of survey filed or to be filed in connection with, or giving notice of, any rights-of-way or easements related to the installation and maintenance of utility services or as a result of any subdivision agreement, development agreement, building restriction agreement, easement agreement or zoning agreement entered into or to be entered into between the Developer and/or R.M. of East St. Paul (the "**Municipality**") or related to any restriction, requirement or standard set out in paragraph 8 herein or set forth in the Pritchard Farm Southlands Phase 2 Development Scheme Agreement attached hereto as Schedule "B" or such further and other registration as may be reasonably required to implement and satisfy all such encumbrances. The subdivision referred to herein is subject to approval of the approving authority on or before the Possession Date (as hereinafter defined).

1. The Purchase Price (the "**Purchase Price**") \$ \_\_\_\_\_ + GST  
 for the Lot

The Purchase Price shall be payable as follows:

- (a) a deposit to be refunded to the Purchaser if this offer is not accepted, and if accepted to be applied against the Purchase Price \$10,000.00
- (b) by a further cash payment on the Possession Date \$ \_\_\_\_\_
- (c) by net proceeds of a new mortgage to be arranged by the Purchaser as follows:  
 Term: \_\_\_\_\_ years  
 Annual interest not to exceed \_\_\_\_\_ %  
 Monthly payments not to exceed \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Purchase Price** \$ \_\_\_\_\_ **(+GST)**  
 =====

2. The date of possession shall be \_\_\_\_\_ 20\_\_\_\_ (the "**Possession Date**"), which shall also be the date for adjustment of real property taxes and all like matters of adjustment. The Purchaser acknowledges that at the time of conveyance of title of the Lot, the Developer may have only partially serviced the Lot and that additional services may have to be installed. It is however specifically agreed by the Purchaser that there shall be no hold back of funds or trust conditions imposed by the Purchaser's solicitor on the Developer (or on the Developer's solicitor), as to the completion of such services.

Should the proposed plan of subdivision not be approved or a building permit or title not be available on or prior to the Possession Date, the Developer may at its option, but without any obligation, extend the Possession Date for such period of time as determined by the Developer, provided that such period shall not exceed the original Possession Date by ninety (90) days, failing which either the Purchaser or Developer may terminate this Agreement by notice in writing to the other and thereupon the Developer shall return the amounts paid on deposit without any liability to either the Purchaser or Developer.

Should the Developer determine in its sole discretion, on or before the Possession Date, the Developer for reasons of weather cannot complete the current stage of the Development, then the Developer may, at its sole option, extend the Possession Date to such date as it may determine provided that such date shall not extend beyond ten (10) months from the Possession Date. Notice of such extended date shall be provided by the Developer to the Purchaser in writing and the Purchaser acknowledges that such extended date shall become the Possession Date.

3. The Purchaser shall be liable for and shall pay to the Developer, on the Possession Date, all goods and services tax in respect of the sale of the Lot, unless the Purchaser is a registrant pursuant to the *Excise Tax Act* (Canada) and provides to the Developer on the Possession Date a duly executed declaration under subsection 221(2)(b) of the said Act.
4. The Purchaser covenants and agrees to comply with and satisfy the requirements on the part of the Purchaser set forth in Schedule "B", being the Pritchard Farm Southlands Development Scheme Agreement, the terms of which shall be incorporated herein and are deemed to form a part of this Agreement. Any reference to Agreement herein shall be understood to include Schedule "B". The Purchaser shall execute Schedule "B" upon closing, and it is agreed that Schedule "B" shall be attached to and become part of a Caveat to run with the land.
5. The Purchaser covenants and agrees to initiate construction of a single family dwelling upon the Lot within one (1) year of the Possession Date and to substantially complete it within one (1) year of issuance of a building permit. A dwelling shall be substantially complete if it is ready for use, or is being used as, a dwelling.

In the event the Purchaser has not initiated house construction within the said one (1) year period, the Damage and Design Compliance Deposit (as that term is hereinafter defined) shall be forfeited and paid to the Developer. In addition to the forfeiture of the Damage and Design Compliance Deposit, the Purchaser hereby grants to the Developer an option - which may be exercised by the Developer in its sole discretion but the Developer shall have no obligation to do so - to re-purchase the Lot for an amount equal to the original Purchase Price less an amount equal to the Goods and Services Tax and

land transfer tax which would be exigible on the transfer of the Lot from the Purchaser to the Developer. The Developer may exercise the said option by providing written notice to the Purchaser (the "**Purchase Notice**") any time following one (1) year after the Possession Date, but before the Purchaser has commenced construction.

Within fourteen (14) days after the delivery of the Purchase Notice, the Purchaser shall deliver to the Developer a transfer of land, sufficient upon registration in the Winnipeg Land Titles Office to vest title in the name of the Developer clear of all encumbrances, except for caveats or plans of survey filed in connection with rights-of-way or easements related to the installation and maintenance of utilities or as a result of any subdivision agreement, development agreement, building restriction agreement, easement agreement or zoning agreement entered into between the Developer and the Municipality or related to any restriction, requirement or standard set out herein or Schedule "B" attached hereto.

The Purchaser covenants and agrees with the Developer that the Purchaser will not resell any of the Lots covered by this agreement unless the sale of such Lot is complete with a dwelling unit constructed thereon. If the Purchaser is a builder or contractor, the Developer will allow conveyance of the lands to a third party with whom the Purchaser has a written agreement to construct a home on the Lot.

In the event the Purchaser must sell the lot due to unforeseen circumstances, written permission to sell the lot must be received from the Developer. In addition, the Purchaser will grant to the Developer an option - which may be exercised by the Developer in its sole discretion but the Developer shall have no obligation to do so - to re-purchase the Lot for an amount equal to the original Purchase Price less an amount equal to the Goods and Services Tax and land transfer tax which would be exigible on the transfer of the Lot from the Purchaser to the Developer. The Developer may exercise the said option by providing written notice to the Purchaser (the "**Resale Notice**") any time following one (1) month after request to resell.

Within fourteen (14) days after the delivery of the Resale Notice, the Purchaser shall deliver to the Developer a transfer of land, sufficient upon registration in the Winnipeg Land Titles Office to vest title in the name of the Developer clear of all encumbrances, except for caveats or plans of survey filed in connection with rights-of-way or easements related to the installation and maintenance of utilities or as a result of any subdivision agreement, development agreement, building restriction agreement, easement agreement or zoning agreement entered into between the Developer and the Municipality or related to any restriction, requirement or standard set out herein or Schedule "B" attached hereto.

6. In addition to the Purchase Price, the Purchaser shall pay to the Developer, on the Possession Date, a damage and design compliance deposit in the sum of FIVE THOUSAND (\$5,000.00) DOLLARS (the "**Damage and Design Compliance Deposit**") per Lot. The Damage and Design Compliance Deposit shall be held by the Developer in accordance with the terms of this Agreement. The said Deposit will be refunded to the Purchaser, on the date when the Purchaser has completed the approval process and the final inspection indicates compliance as stipulated in Articles 1.0 to 8.0 of Appendix "A" to Schedule "B", all to the satisfaction of the Developer (the "**Refund Date**"). In the event that the Purchaser does not comply with any covenants, requirements or obligations on the part of the Purchaser contained within this Agreement, then the Developer shall be entitled, but not obligated, to complete such items which have not been complied with, to

such standard as the Developer in its sole and absolute discretion deems satisfactory and to apply the sum of up to FIVE THOUSAND (\$5,000.00) DOLLARS to the cost thereof. For the purpose of this paragraph the dwelling constructed on the Lot shall be deemed to be completed if substantially completed within one (1) year of occupancy.

The Damage and Design Compliance Deposit (or the balance of such Deposit following such deductions therefrom as the Developer may be entitled to make pursuant to the provisions of this Agreement) shall be refunded, following the Refund Date, upon receipt by the Developer from the Purchaser (or if the Lot has been sold by the Purchaser, upon receipt by the then registered owner of the Lot) of a request for return of such Deposit provided that such written request is received within 36 months of the Possession Date. In the event the request is not received within such 36 month period, then the Damage and Design Compliance Deposit shall be forfeited to the Developer and the Purchaser (or any subsequent registered owner of the Lot) shall have no further right, entitlement or interest in or to the Damage and Design Compliance Deposit.

In the event that the Lot (with house) is sold and transferred prior to the Refund Date then the Damage and Design Compliance Deposit, (or the balance of such Deposit then remaining following such deductions therefrom as the Developer may be entitled to make pursuant to the provisions of this Agreement) shall be paid to the current registered owner of the Lot. The Purchaser acknowledges and agrees that such payment shall satisfy all obligations of the Developer under this paragraph 6 and that the Purchaser shall have no further claim or entitlement in respect of the Damage and Design Compliance Deposit. The Purchaser further acknowledges that any return of the Damage and Design Compliance Deposit shall take approximately one month.

7. The Purchaser shall and does hereby agree to indemnify and save harmless the Developer from all costs relating to or arising out of any damage:
  - (a) to water shut off valves, catch basins, hydrants, valves, sanitary sewers, water or storm sewers, water service lines, streets and roadways (including without limitation the concrete surface thereof) curbs, sidewalks, natural gas lines, telephone and communications cables and related works and equipment, hydro electric lines and related works and equipment, street lights and standards, street name signs and traffic control signs, surveyor's stakes and monuments or any other service, installation or structure (in this paragraph the "**Services**") within, adjacent to or benefiting the Development, that may be occasioned by any act or omission of the Purchaser, or any employee, contractor, subcontractor, agent or assignee of the Purchaser or any person delivering materials or providing services to the Lot; and
  - (b) to lands within the Development caused by any motor vehicles used by or on behalf of the Purchaser in connection with any construction on, or landscaping of, the Lot.

In addition to the aforesaid indemnity, the Purchaser shall immediately upon demand of the Developer, repair at its sole cost and expense, any Services to the same state as before such damage occurred. Should the Purchaser not repair the damages as determined by the Developer, then the Developer may cause the said damages to be replaced or repaired and the Purchaser hereby agrees to pay the cost thereof to the Developer within 30 days

of receipt of invoice for such cost. Interest on account of non-payment as stipulated will be calculated at the rate of Eighteen (18%) percent per annum on the unpaid balance. The Developer agrees, on completion of building operations by the Purchaser on the applicable Lot and upon written notice to the Developer by the Purchaser, to make a physical inspection to ensure that no damages remain outstanding respecting the Lot and the adjacent lots thereto.

8. The Purchaser covenants, agrees and acknowledges with the Developer that:
- (a) After the Possession Date the Purchaser will control noxious weeds and will comply in all respects with the requirements imposed upon an owner or occupier of land under *The Noxious Weeds Act* (Manitoba) with respect to the Lot and does hereby indemnify and save harmless the Developer from all costs, expenses and penalties imposed upon the Developer in respect thereto. In the event the Purchaser does not undertake appropriate weed control, as determined by the Developer, acting reasonably, the Developer reserves the right to enter upon the Lot and undertake appropriate weed control measures to its satisfaction.
  - (b) No building shall be erected other than one dwelling house with an adjacent attached garage providing for a minimum of two parking spaces within such garage;
  - (c) The dwelling house to be constructed upon the Lot is to be used for single family residence purposes only;
  - (d) No building structure, fixture or erection of any kind shall be erected without the Developer's and the Municipality's prior written approval of plan of site, showing setbacks, sides, and rear limits;
  - (e) No building waste or other material shall be dumped or stored on the Lot. The Purchaser shall, throughout such times as is reasonable during the construction of the dwelling situate on the Lot and upon substantial completion of construction of the said dwelling, be solely responsible for and shall, at his or her sole expense, remove from the Lot all building waste and materials remaining from construction and all trees, brush or other vegetation destroyed in the course of construction;
  - (f) No animals except household pets shall be allowed upon the Lot;
  - (g) Work on any building may not commence until the Municipality's engineers have provided grade stakes, which shall be adhered to;
  - (h) The Lot shall not be subdivided for any purpose whatsoever so as to vary the number of building sites;
  - (i) The Purchaser will not apply to the Municipality or any government authority to use the said Lot for a purpose other than a permitted use under the applicable zoning by-laws unless the Developer's permission in writing is first had and obtained;
  - (j) That all possible steps will be taken by the Purchaser to conserve and stockpile the top soil removed from the Lot and that same will be replaced on the Lot for

the benefit of the owner of the dwelling to be constructed on the Lot. The Purchaser acknowledges that the Developer has graded the Lot to the Municipality's requirements. Accordingly, the Purchaser shall be solely responsible, at his or her sole cost, to remove any excess fill or provide any additional fill as a result of or in accordance with the requirements of the structure(s) built by or for the Purchaser on the Lot. The Developer will assume no responsibility for lot grading done by the Purchaser;

- (k) The Purchaser shall not permit occupancy of any dwelling erected on the Lot until the dwelling has been serviced with waste water sewer and water and unless occupancy permits or final inspections are first had and obtained from the Municipality;
- (l) The Purchaser shall install at its expense all sewer and water connections from the lot line to the dwelling to be erected on the Lot, in accordance with the requirements of the Municipality, and shall secure from the Municipality all necessary permits in connection therewith and pay to the Municipality all of their charges therefore;
- (m) Each Purchaser will be required to obtain from the Municipality, a water meter which along with the water connection must be installed to the satisfaction of the said Municipality;
- (n) The Developer has no control over the location of the underground wiring or above ground Manitoba Hydro, MTS Communication Inc. and/or Cable TV boxes which will be placed on the Lot, as such, no representations have been made to the Purchaser in respect to the location of same;
- (o) This Agreement is subject to the terms and conditions of a Development Agreement entered into, or to be entered into, between the Developer and the Municipality (the "**Municipal Development Agreement**");
- (p) The Developer will determine which lots forming part of the Development require walkout basements and shall identify same in the LOT DESIGN CONTROL CODES attached as Attachment "1" to Appendix "A" of Schedule "B" attached hereto. The Purchaser acknowledges that special consideration must be given to the placement of homes along the Linear Parkway within the development.
- (q) In order to ensure that lot grading for homes adjacent to the Linear Parkway is undertaken very carefully, the Purchaser will be responsible for providing a copy of the site plan, house type drawing, i.e. plans sections and all elevations, to the Developer's engineers for review and approval. No construction will be commenced on these lots until approval from the Developer's engineers are received.
- (r) The Purchaser shall fulfill the following obligations and responsibilities of the Developer as outlined in the Municipal Development Agreement, namely:
  - (i) To construct a limestone approach in accordance with the requirements and specifications contained within Schedule "C" prior to receiving approval from the Developer for approval of building plans;

- (ii) To keep the streets clean from any debris (including, without limitation, mud, dirt or soil) which the Developer has determined, acting reasonably, was caused by the Purchaser or the Purchaser's contractors, subcontractors, agents, employees or assignees;
- (s) He/she shall ensure that the Purchaser's builder complies with all restrictions and obligations of the Purchaser contained herein;
- (t) The Purchaser acknowledges that there will be a grading plan approved by the Municipality in connection with the Development and covenants to comply with same in landscaping the Lot.
- (u) The Purchaser shall be responsible for installation and maintenance of silt fences and other measures of erosion control until acceptable ground cover or permanent structures are established that will preclude the need for temporary measures.

The Purchaser will grant a Construction Access Easement to the Developer that will allow the Developer and/or its consultants or employees to enter onto the Lot in order to cure any erosion problems resulting from deficiencies in plantings and or silt fences, including the planting of cover crops, erection of silt fences or any other measures required to ensure erosion control.

- (v) The Purchaser permits the Developer, its servants, contractors and agents the right, with machinery and equipment, entry and access to the Lot to do such work as may be required of the Developer in order that the Developer may carry out its obligations under any Development Agreement, including the building of fencing, etc., or for the purpose of ensuring compliance with and enforcing its rights and entitlements under this Agreement. The Developer and its authorized agents, employees and consultants shall not be liable for any damages sustained by the Purchaser in connection with the actions taken by the Developer pursuant to this Agreement;
- (w) If the Purchaser is a company or individual carrying on business as a builder or contractor, or the Purchaser engages the services of a company or individual carrying on business as a builder or contractor, the said Purchaser or Purchaser's contractor must be a member in good standing of a nationally recognized warranty program, and registered under either the Certification of Recognition Program (COR) or the Small Business Safety Certification program offered by the Construction Safety Association of Manitoba. The Purchaser must either be a contractor or engage the services of a contractor.

The Developer may at its sole and absolute discretion, waive the requirement for registration with a nationally recognized warranty program, provided that the Purchaser provides evidence of qualifications to the Developer for approval. The Developer has the right to provide additional conditions for approval or decline approval if in its sole and absolute opinion the qualifications are not acceptable.

- 9. (a) The Developer specifically covenants and agrees that pursuant to the Development Agreement, it has agreed to construct, install and complete in a good and workmanlike manner and in accordance with plans of specifications to

be provided to the Municipality and approved of by the Engineer for the Municipality, the following services at the Developer's cost:

- (i) all sanitary sewage with manholes and other accessories;
  - (ii) street lights with metal standards;
  - (iii) clearing of all lots in the Development and ensuring all building sites are to be in a good and tidy and workmanlike manner upon the completion of construction in respect to the Services;
  - (iv) permanent street name signage at the intersection of each street;
  - (v) sewage and water connections 4 metres within the the Lot line in accordance with plans and specifications, with the Purchaser to be responsible for sewage and water connections and to obtain site elevations in such a manner as to connect to the sewage and water system under the supervision and inspection of the Municipality; and
  - (vi) streets and roadways to be paved concrete in accordance with the specifications of the Municipality;
  - (vii) underground hydro and telephone lines to be installed at the expense of the Developer pursuant to a schedule prepared by Manitoba Hydro. (The costs of such hydro and telephone installation from the terminus of the extension within the Lot to the dwelling are to be borne by the Purchaser).
- (b) The Developer represents that Manitoba Hydro will install gas lines within the easement along the Lot line. The Purchaser acknowledges that any connections of gas lines from the terminus of the extension within the Lot line to the dwelling shall be the responsibility and for the cost of the Purchaser.

10. The Purchaser acknowledges and agrees with the Developer that:

- (a) No signs, notices or other advertising material of any kind, except a sign measuring not more than 2 ft. by 2½ ft. offering the Lot and building thereon for sale shall be placed on the Lot or upon any building or any fence, tree or other structure within the Development, without the consent in writing of the Developer. No signs shall be erected offering a lot or a home for sale at any intersection or entrance within or accessing the Development without the express written approval of the Developer;
- (b) Any building erected on the Lot shall be used for single-family residence only and for no other purpose. Without restricting the generality of the foregoing, no "show home" shall be operated on the Lot nor any signs erected indicating the building on the Lot is the product of any particular builder or inviting members of the public to view the building, without the express written consent of the Developer first had and obtained. The Developer may unreasonably withhold its consent or may give its consent with such conditions (including conditions relative to the size, format and content of any signage) as the Developer may determine;

- (c) The Purchaser shall, at the Developer's request, immediately remove any signs which have not been consented to by the Developer. Failing removal as requested by the Developer, the Developer shall be entitled to remove from the Lot or any building thereon any sign which has not been approved as provided for herein and for such purpose may enter upon the Lot and use such force as may be necessary to so enter and remove such signs and shall not be liable for any damage caused to the signs, Lot or building as a result of such entry and removal;
  - (d) That from time to time show homes will be placed at such locations in the Development as the Developer shall determine, in its sole discretion, and that such show homes will be open at such times as the show home builders determine necessary; and
  - (e) In addition to any other provision of this Agreement to that effect, the covenants herein shall run with the land.
11. The Purchaser acknowledges that the Municipality has enacted a sprinkling Bylaw in respect of outdoor lawn sprinklers and agrees to comply with such By-law.
  12. The Purchaser acknowledges that included in the southern portion of the Development there shall be a condominium complex.
  13. The terms and provisions hereof shall survive completion of the agreement of purchase and sale and notwithstanding its completion shall be continued and remain in full force and effect for the benefit of the Purchaser and the Developer and shall not be merged in or superseded by any document, transfer or conveyance delivered by the Developer hereunder or the issuance of title to the Purchaser or any nominee or assignee of the Purchaser.
  14. It is specifically acknowledged and agreed by the Purchaser that the Developer herein shall have the right to register a caveat against title to the Lot by way of a Development Scheme Agreement substantially in the form attached as Appendix "E", (which caveat shall be registered in series with, and immediately following the transfer of land in connection with the Lot), giving notice of all the terms and conditions herein contained to be performed by the Purchaser after the Possession Date, and that such caveat shall run with the land.
  15. Until the Possession Date, the Lot shall remain at the risk and responsibility of the Developer. In the event real property taxes have not been assessed by the Possession Date, the Developer shall be entitled to estimate such taxes for purpose of adjustments and the Developer and Purchaser agree to make such further adjustments as may be necessary forthwith after the assessment has been issued by the Municipality or such other entity which is authorized to assess such taxes.
  16. In signing this Agreement the Purchaser relies upon his or her personal inspection and knowledge of the Lot and the surrounding lands independent of any representation made by or on behalf of the Developer. This Agreement constitutes the entire contract and agreement between the Developer and the Purchaser and there are no other terms, provisions, representations, warranties or conditions made in respect of the Lot or the surrounding lands except as expressly set out and recorded herein.

17. Closing of the transaction provided herein shall take place at the offices of the solicitor for the Developer on the Possession Date. In the event that any part of the Purchase Price is to be paid from the proceeds of a mortgage to be arranged, the Developer shall be entitled to file a caveat in series after the transfer of land securing the unpaid balance of the Purchase Price. The transfer of land to be provided by the Developer may, at the Developer's option, be in electronically produced form provided such form has been previously approved by the Registrar General of the Winnipeg Land Titles Office.
18. The Purchaser's solicitor shall not be entitled to impose any trust conditions upon the Developer, or the Developer's solicitor, upon closing of the transaction herein except the following:
  - (a) That it will provide the Purchaser's solicitor with a transfer of land in respect of the Lot in registerable form which, when registered will result in title issuing in the name of the Purchaser free and clear of all registered liens, charges, mortgages and encumbrances except those permitted by this Agreement or arising by, through or against the Purchaser or which the Developer's solicitor has undertaken to discharge;
  - (b) That the Purchaser will receive vacant possession of the Lot on the Possession Date; and
  - (c) That the Developer will adjust taxes on the assessment of the Lot directly with the Purchaser.

The Purchaser shall instruct its lawyer on the date of closing to permit the Developer's real estate agent and its broker to pay such portion of the deposit as may exceed the real estate commission to the Developer's lawyer subject only to the terms of trust set forth herein.

19. The Developer shall not be required to deliver a declaration commonly known as a "Declaration as to Possession" but herewith represents, warrants and covenants with the Purchaser that now, and as at the Possession Date:
  - (a) It is not a "non-resident of Canada" as such term is defined in the Income Tax Act (Canada);
  - (b) It is the registered and beneficial owner of the Lot and has never been distributed in its possession;
  - (c) It is a registrant for G.S.T. purposes pursuant to the Excise Tax Act (Canada) and shall provide to the Purchaser its GST registration number on the Possession Date; and
  - (d) It knows of no claim of any persons, corporations, municipalities, or government to or affecting the Lot whether adverse to its title thereto or otherwise, and it knows or no license, tenancy, lease, or agreement for a lease, option to purchase, easement, right of way, judgment, execution mechanic's lien, charge, mortgage, encumbrance, order under the Bankruptcy and Insolvency Act, agreement for sale or other agreement affecting the Lot except as registered against the title for the said lot or referred to in this agreement except for encumbrances relating to the

financing of the project which shall be discharged in connection with the Closing of the within contemplated transaction.

20. The Purchaser acknowledges and agrees that, in addition to any other rights or claims available to the Developer hereunder, the Developer shall be entitled to apply to a court of competent jurisdiction for an injunction to prevent any breach or threatened breach by the Purchaser of this Agreement (including, without limitation, the terms of the Standards). In the event the Developer is successful in obtaining such injunction, the Purchaser shall indemnify the Developer for all costs incurred in commencing and maintaining such action.
  21. This Agreement, when accepted by the Developer, shall constitute a binding contract of purchase and sale and time shall, in all respects, be of the essence.
  22. I/We hereby make a deposit of \_\_\_\_\_ in trust payable to the Developer's agent on account of this purchase, which deposit is to be returned to the Purchaser without deduction or interest if the Developer does not accept this offer by the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.
- After the offer has been accepted by the Developer, the deposit shall be applied against the Purchase Price when the Developer carries out its obligations under this agreement but to be returned to the Purchaser should the Developer fail to do so.
23. The Purchaser hereby acknowledges that Royal LePage Prime Real Estate and its Agents act solely for the Developer as described in Schedule "D" hereto.
  24. The Purchaser shall execute any additional document as may be reasonably required by the Developer to implement and give full effect to this Agreement.
  25. The Developer shall be at liberty to file a Caveat protecting its rights under this Offer to Purchase pending construction pursuant to the terms hereof, and expiry of the Developer's obligations pursuant to Appendix "A" to Schedule "B" hereto.
  26. Should the Purchaser fail to comply with the terms of this Agreement, including without limitation the terms of completion of the sale and payment on the Possession Date, the Developer may at its option cancel this agreement and retain the deposit as liquidated damages and not as penalty, or may exercise whatever other remedies it may have a law.
  27. Any assignment of the Purchaser's rights pursuant to this Agreement shall require the execution of an Assignment Agreement in form and content satisfactory to the Developer.
  28. The Purchaser hereby acknowledges receipt of a copy of the Municipal Development Agreement between The Rural Municipality of East St. Paul and Pritchard Farm Southlands Ltd. dated the 25<sup>th</sup> day of May, 2006, and that the Purchaser has read and understands the terms thereof, and hereby accepts and agrees to be bound by all of the terms and conditions of the said Municipal Development Agreement. The Purchaser further acknowledges that the Municipal Development Agreement has been registered by Caveat #3378714 against each lot within Plan 45595.

If the Purchaser is entering into this agreement, on behalf of a third party, in the event of any assignment by the Purchaser of its rights herewith, the Purchaser will obtain written confirmation from the third party or Assignee (hereinafter, in either case, referred to as "the Assignee") that the Assignee has received the Development Agreement, and acknowledges that the Assignee has read and understands and hereby covenants and agrees that the Assignee shall adhere to and comply with all of the terms thereof.

29. This agreement is terminated unless the following conditions for the benefit of the Purchaser are fulfilled or waived:

(a) that any mortgage shown as to be arranged can be so arranged by the Purchaser by \_\_\_\_\_ a.m./p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; and

(b) (Others - if no others, state "none")

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

Dated at the City of Winnipeg, in Manitoba, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Purchaser

Solicitor for Purchaser:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACCEPTANCE**

The Developer hereby accepts the above Offer to Purchase and agrees to and with the Purchaser to duly complete the sale on the terms and conditions above mentioned. Should the Developer fail to do so the Purchaser may (at his or her option) cancel this agreement and withdraw his or her deposit.

The Developer agrees to pay Royal LePage Prime Real Estate a broker's commission of \_\_\_\_\_ (state in terms of percentage of purchase price or dollars, any alternate commission arrangements must be stated) and directs and authorizes Royal LePage Prime Real Estate to retain and apply the cash deposit or so much thereof as is required to pay the said commission as and when such deposit becomes properly payable to the Developer and hereby irrevocably directs and authorizes its solicitors to promptly pay any unpaid commission out of the said proceeds.

Dated at the City of Winnipeg, in the Province of Manitoba, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

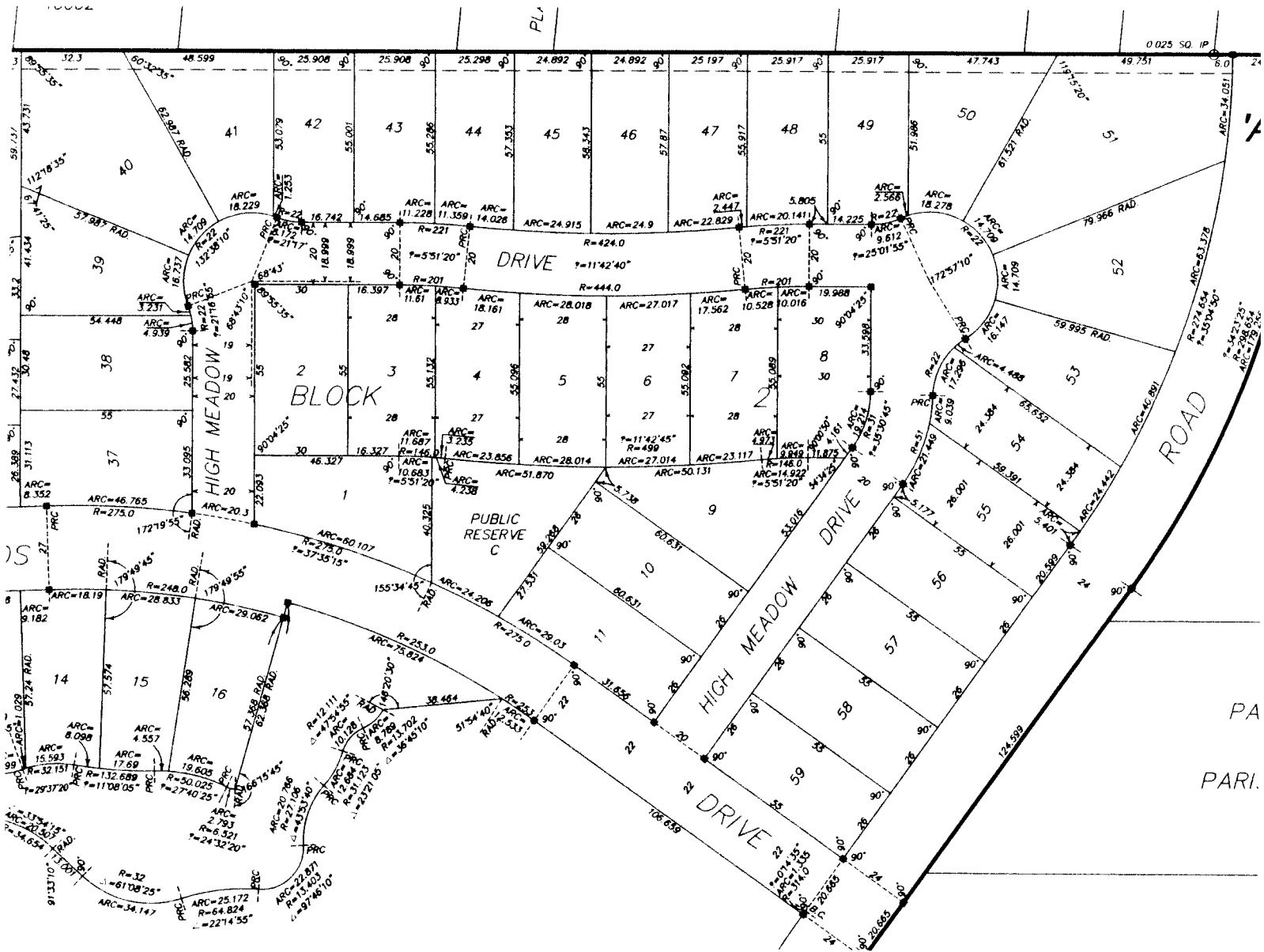
**Pritchard Farm Southlands Ltd.**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Schedule "A" to an Offer to Purchase a Lot in Pritchard Farm Southlands Ltd., "Phase 2"

Pritchard Farm Southlands - LOT SKETCH



**Schedule "B" to an Offer to Purchase a Lot in Pritchard Farm Southlands Ltd., "Phase 2"**

**PRITCHARD FARM SOUTHLANDS LTD.  
DEVELOPMENT SCHEME AGREEMENT**

BETWEEN: **PRITCHARD FARM SOUTHLANDS LTD.** (the "Developer")  
AND: \_\_\_\_\_ (the "Builder")  
RE: Lot\_\_\_\_\_, Block\_\_\_\_\_, Plan 45595 WLTO  
Civic \_\_\_\_\_ (the "Builder Lot")  
EFFECTIVE DATE: \_\_\_\_\_

**WHEREAS:**

- (A) Pritchard Farm Southlands Ltd. (the "**Developer**") and \_\_\_\_\_ (the "**Builder**") entered into an Offer to Purchase dated \_\_\_\_\_ (the "Lot Agreement") respecting the purchase of the Builder Lot.
- (B) The Developer is developing a single family residential development in The Rural Municipality of East St. Paul all within the boundaries of Plan 45595 WLTO namely Lots 37 to 59, Block 1; Lots 1 to 11, Block 2; Lots 14 to 16 Block 6 (the "**Scheme Lots**") of which the Builder Lot is one;
- (C) The Developer owns all of the Scheme Lots or in implementing this Development Scheme has, in prior sales of Lots identified herein, made each Lot subject to the terms of this Agreement;
- (D) The Developer and the Builder wish to implement certain controls and criteria applicable to all of the Scheme Lots, including the Builder Lot, which will ensure a well coordinated, attractive subdivision through adherence to certain development scheme standards so that an appropriate standard of architectural design and materials throughout the Development, including all aspects of site development, landscaping, fencing and exterior finishes is maintained in and about the Scheme Lots;
- (E) Pursuant to the Lot Agreement the Builder has agreed to comply with and satisfy all the building scheme requirements of the Builder set forth in the "Pritchard Farm Southlands – Design Control Standards – Phase 2" annexed hereto as Appendix "A" (the "**Standards**").

## NOW THEREFORE THIS AGREEMENT WITNESSES THAT:

### 1.0 PREAMBLE AND DEFINITIONS

1.1 The recitals of fact contained in the preamble to this Agreement are true and form an integral part hereof.

1.2 The following terms and phrases where used herein or in any appendix hereto shall have the following respective meanings or definitions, unless otherwise specified or the context hereof necessarily otherwise requires:

1.3 **"Agreement"** means this agreement and all Schedules and Appendices hereto, and all amendments, replacements, restatements and supplements from time to time lawfully made thereto by or on behalf of the original parties hereto or by their respective successors in title;

- (a) **"Scheme Lots"** has the meaning given in paragraph (B) of the preamble hereto;
- (b) **"Builder Lot"** has the meaning given in the recitals hereto;
- (c) **"Servient Lots"** means the Builder Lot which Standards burden it for the benefit of each of the others of the Scheme Lots;
- (d) **"Dominant Lots"** means each of the Scheme Lots in relation to the Builder Lot which Standards are applicable to and burden the Builder Lot for the benefit of each of such other Scheme Lots;
- (e) **"Owner"** means the registered Owner of a Scheme Lot and includes her/his successors, assignees, transferees and successors in title to the particular Scheme Lot;
- (f) **"Scheme"** means the arrangement provided for and contemplated by this Agreement which is intended to apply to each of the Scheme Lots and the Owners, consisting of the **Standards** referred to in paragraph (E) of the preamble hereto and more particularly set forth in Schedule "A" to this Agreement, for the mutual benefit and enhancement of each of the Scheme Lots, the Owners and such persons claiming under or through the Owners.

### 2.0 COVENANTS

2.1 The Builder, as Owner or entitled to be the Owner, of the Builder Lot, DOES HEREBY, for itself and for and on behalf of its successors-in-title to such Builder Lot, and those from time to time claiming under or through any such Owner, COVENANT, UNDERTAKE AND AGREE, for the benefit of the from time to time existing Owners of each of the others of the Scheme Lots, and those from time to time claiming under or through any such Owner, be bound by the Standards and will not build, place, construct, or maintain the dwelling and improvements to be constructed on the Builder Lot, other than in accordance with requirements of the Standards.

2.2 The covenants, undertakings and agreements set forth in paragraph 2.1 hereof are in addition to and not in substitution or replacement for or of all and every building code, regulation, by-law, standard, requirement and other rule governing the further development of the Scheme Lots.

- 2.3 (a) The benefits of the covenants, undertakings and agreements set forth in paragraph 2.1 hereof shall be and accrue to the benefit of the Dominant Lots, and the same shall burden the Builder Lot, and such covenants, undertakings and agreements shall be enforceable by the from time to time existing Owners of each of the others of the Scheme Lots as against the Builder Lot and the from time to time existing Owner thereof;
- (b) The Developer and the Builder acknowledge and declare that the imposition of the covenants, undertakings and agreements set forth in paragraph 2.1 hereof against the Builder Lot is being done, made and effected as part of the Scheme, and that accordingly, the Developer has entered into, and as the case may be, will hereafter enter into agreements the same as or substantially the same as this Agreement with those persons to whom the Developer has previously sold, and as the case may be, those persons to whom the Developer subsequently sells others of the Scheme Lots;
- (c) If the Developer constructs or causes to be constructed a home on any of the others of the Scheme Lots (that is, any Scheme Lot, not being the Builder Lot) before first selling and conveying ownership thereof to some other person or persons ("**Transferee**"), the Developer will comply with the covenants, undertakings and agreements set forth in paragraph 2.1 hereof and will enter into an agreement the same or substantially the same as this Agreement with the Transferee on or before the transfer of Ownership to the Transferee; and
- (d) The Developer and the Builder agree that this Agreement shall be recorded against the title to the Builder Lot on or before the transfer of Ownership thereof to the Builder, and the Developer promises the Builder that it will ensure that agreements the same or substantially the same as this Agreement shall be similarly registered against the titles to each of the others of the Scheme Lots on or before the transfer of Ownership thereof by the Developer. In making any such registration, the Developer and the Builder (with respect to the Builder Lot) and the Developer (with respect to the others of the Scheme Lots) will ensure that such registration holds registration priority over any real property mortgage, judgment or other registered claim or interest where the exercise of the rights, powers and remedies under such mortgage, judgment or other registered claim or interest would or might result in the extinguishment of the registration of notice of the Scheme.

### 3.0 GENERAL

3.1 The parties covenant, undertake and agree that the Owners of the others of the Scheme Lots, and their contractors, sub-contractors, agents and other representatives, shall have the full right and liberty of ingress to and egress from the Builder Lot, and the full right and liberty to be in and upon the Builder Lot, by way of foot, vehicle or other machine, for the sole purpose of effecting corrective measures or actions relating to any breach of the covenants, undertakings and agreements set forth or referred to in paragraph 2.1 hereof which are binding upon the Builder Lot, and such rights and privileges shall run against and shall be binding upon the Builder Lot for the benefit of each of the others of the Scheme Lots.

- 3.2 (a) The parties acknowledge and agree that the covenants, undertakings and agreements set forth in this Agreement shall be observed by and shall bind the Owners of each of the Scheme Lots, **provided however** that said covenants, undertakings and agreements shall, with respect to the Owner of any particular Scheme Lot, be personally binding upon such Owner only for and during such period of time as such Owner is and remains the Owner of such particular Scheme Lot; **provided further however** that any such Owner shall continue to be liable and responsible for any unremedied breach by such Owner accruing prior to the effective date of such Owner ceasing to be the owner of the particular Scheme Lot;
- (b) In the event that there is any breach of the covenants, undertakings and agreements herein with respect or in relation to any particular Scheme Lot, the Owners of the other Scheme Lots shall be entitled to exercise all rights and remedies available to them at law and in equity by virtue of such breach; and
- (c) Without limiting the generality of the foregoing, the parties hereto acknowledge and agree that the Developer shall not be obliged to enforce fulfillment or performance of any of the covenants, undertakings and agreements set forth or referred to in this Agreement.

3.3 In the event that for any reason (including, without limitation, determination by a Court of competent jurisdiction) the covenants, undertakings and agreements set forth or referred to in paragraph 2.1 hereof, or some of them, cease to apply to one or more but less than all of the Scheme Lots, then nevertheless, said covenants, undertakings and agreements, or as the case may be, those of them which have not ceased to be so applicable, shall continue to apply in full force and effect to the Scheme Lots, or as the case may be, those of the Scheme Lots with respect to which they have not ceased to be applicable.

3.4 The parties hereto acknowledge and agree that once the Scheme has been made applicable to the Scheme Lots and registered against same, the Scheme and such registrations will not be capable of being discharged or terminated except with the consents of the Owners of the Scheme Lots under Section 152(3) of *The Real Property Act* (Manitoba), or except pursuant to an order issued under Section 104 of *The Municipal Board Act* (Manitoba), or pursuant to successor or similar legislation, if any.

3.5 Words herein importing a number or gender shall be construed in grammatical conformance with the context of the party or parties affected by this Agreement from time to time.

3.6 The parties have expressed all measurements in imperial measure in this Agreement. Where The Rural Municipality of East St. Paul or other public authorities express measurement in metric measure, the following conversion factors shall apply:

One metre = 3.2808 feet  
One foot = 0.3048 metres  
One inch = 2.54 centimetres

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the hands of the Developer's duly authorized representatives and under its corporate seal to be effective \_\_\_\_\_, 20\_\_.

**PRITCHARD FARM SOUTHLANDS LTD.**

Per: \_\_\_\_\_  
Eric Vogan, President: \_\_\_\_\_ (c/s)

Per: \_\_\_\_\_  
Randy Wiebe, Secretary

**IF BUILDER IS A CORPORATION:**

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the hands of the Builder's duly authorized representatives and under its corporate seal to be effective \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Per: \_\_\_\_\_  
Position: \_\_\_\_\_ (c/s)

Per: \_\_\_\_\_  
Position: \_\_\_\_\_

**OR, IF BUILDER IS NOT A CORPORATION:**

SIGNED under seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the Builders, \_\_\_\_\_ to be effective \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_ ○

\_\_\_\_\_  
Witness

\_\_\_\_\_ ○

## **Appendix "A" - Pritchard Farm Southlands Ltd. Development Scheme Agreement**

### **Pritchard Farm Southlands Ltd. DESIGN CONTROL STANDARDS – Phase 2**

**May 11, 2007**

#### **1.0 INTRODUCTION**

The Purchaser acknowledges that compliance with the provisions of these Design Control Standards (the "Standards") and cooperation with the Developer in site inspections which the Developer shall conduct, are necessary and desirable to ensure that all properties conform to the vision of the Development. The Purchaser further acknowledges that the terms contained herein are necessary in order to help preserve the integrity and character of the Development. The Purchaser and all its successors in title hereby covenant and agree to comply with all provisions and obligations on the part of the Purchaser contained herein.

#### **1.1 Design Standard Objective**

It is the intention of the Developer to ensure a well coordinated, attractive subdivision through the adherence to these Standards so that an appropriate standard of architectural design and materials throughout the community including all aspects of site development, landscaping, fencing and exterior finishes is maintained.

The requirements of these Standards are in addition to any restrictions or requirements in connection with the Lot as may be required by the Municipality.

The Developer (which term in these Standards shall include, where appropriate, its agents, consultants [design or otherwise] or employees) either directly or through its agents or employees, will verify satisfactory compliance to these Standards and has the authority to reject unsatisfactory housing proposals or recommend changes required to comply with these Design Control Standards. The Developer will make inspections during the construction process, and a final inspection upon completion of each dwelling or structure on the Lot to ensure that such dwelling or structure is constructed according to approval granted by the Developer. Infractions noted at this time by the Developer will be penalized by full or partial loss of the Damage and Design Compliance Deposit. The Purchaser shall immediately cease conducting any additional work in connection with the subject matter giving rise to the infraction until such matter has been resolved to the satisfaction of the Developer. The Developer's determination, acting reasonably, in whole or in part, to these Standards shall be binding upon the Purchaser.

It is understood that the responsibility and costs of complying with these Standards shall be borne by the Purchaser and/or builder.

It is the responsibility of the Purchaser and builder to check and verify all information and ensure that the required controls documentation has been completed prior to construction.

## **2.0 DESIGN STANDARDS**

### **2.1 Architectural Theme**

These Standards, together with thoughtful designs, will promote a concept of housing designs that will compliment each other, with the result being a community of houses that add value to each other and to the community of East St. Paul.

2.1.1 All construction on each Lot shall be in accordance with the Design Control Codes specified for that property in Attachment "1" hereto.

#### **2.1.2 General**

- (a) Continuity of design, detail, and materials on exterior elevations will be approved by the Developer.
- (b) All residences shall be designed to include a minimum two-car attached garage with a maximum of a three car garage. Four car garages are permitted on double lots only. No carports, detached garages or detached workshops are allowed.
- (c) No residence shall exceed two stories in height when viewed from the street. Minimum roof slopes of not less than 7-12. Exceptions will be considered for roof slopes consistent with acceptable styles.
- (d) Due to significant lot sizes, minimum house width shall be 50 feet except as otherwise identified on Attachment "1" where home width must be 65 feet, provided however, on a cul-de-sac bulb, house width may be 48 feet.
- (e) Walkout basements shall only be permitted except on lots as identified on Attachment "1" by the Developer, and the placement of homes with such basements where permitted, shall be subject to special placement considerations, examples of the details of which are shown on Attachment "2" hereto.
- (f) The lot and building requirements specified by the Developer in the original agreement shall be adhered to by the Purchaser or successor in title.

### **2.2 Setbacks and Yard Requirements**

2.2.1 The minimum setbacks required by the Municipality shall apply, except where exceeded by the setbacks and yard requirements as determined by the Developer and set out in these Standards.

2.2.2 Front yard setbacks shall be a minimum of 40 feet, maximum 50 feet from the nearest point of the front property line.

- 2.2.3 Side yard setbacks shall be 10 feet. Corner lot side yards shall be 15 feet.
- 2.2.4 Rear yards shall be minimum 25 feet except for single family dwelling lots along the Linear Parkway where rear yard shall be 60 feet from nearest rear property line but in any event, any structure must be located at an elevation higher than 228.9 metres above sea level. 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 Municipality regulations.
- 2.2.5 Requests for adjustments on setbacks must be addressed to the Developer during the preliminary design process. The Developer has the option of approving setback changes during the preliminary design process on lots with limited depths. Any reductions to setbacks less than the Municipality's standards may also require a Municipal variance.

### **2.3 Minimum Floor Areas**

- 2.3.1 Areas shall be calculated at main floor level only for bungalows and bi-levels. Areas shall be calculated as total developed floor areas above ground for one and one half storey units, split-levels, two storey/split-levels and two storey units.

Garages, porches and decks shall be excluded from all floor area calculations. The following list indicates minimum square footage requirements for homes. No objection will be made to increase these floor areas.

Bungalow - minimum area of house	1,600 square feet
Split-level - minimum area of house	2,100 square feet
Two-story - minimum area of house	2,100 square feet

### **2.4 Corner Lots and Feature Lots**

- 2.4.1 Houses on corner lots must have similar treatment on elevations exposed to both streets. One-storey elevations on flanking streets are required. Additional window glazing on side elevation is required. The Purchaser is required to maintain both the frontage and flankage boulevard to the street curb. Initial sodding of flankage boulevard on corner lots adjacent to Southlands Drive will be completed by the Developer.
- 2.4.2 In order to benefit corner lots and the Development in general, the corner lots may be subject to the placement of a decorative corner fence on the property, to be maintained by the Purchaser. Placement of any corner fence is at the option of the Developer and will be placed at the cost of the Developer during the Development construction phase. These structures must be incorporated with a front drive proposal into the site plan submitted for permit process by the contractor/homeowner.

- 2.4.3 Feature lots are lots that have a major impact on the entrance to a street, a significant viewpoint on a street, or lots with houses that have side and/or rear elevations exposed to public spaces. These lots will require enhanced design on these highly visible elevations. Attention must be paid to materials and details on these secondary elevations to ensure a high level of architectural interest and quality from every viewpoint throughout the neighbourhood.

Prominent rear elevations must echo elements from the front elevation – the home must be designed as a well-considered whole. Deck placement, window patterns, wall and roof forms, railings and trims must be considered.

## **2.5 Product Mix**

- 2.5.1 Two houses of similar design must be separated by at least four (4) other designs. Two similar house designs with less than two (2) lots between them must have substantially different roof configurations, window treatment, materials and colours. Similar designs on opposing sides of the same street are subject to the same restrictions as well.

## **2.6 Lot Grading**

- 2.6.1 Lot grading must follow the natural land contours and must be consistent with the subdivision concept-grading plan as directed by the Municipality
- 2.6.2 Each lot in the Development must be graded to handle all storm water falling within property lines without draining to adjacent lots.
- 2.6.3 Each principal residence constructed on each lot within the Development shall provide weeping tile drainage to a constructed sumphole and the discharge of all weeping tile drainage shall be discharged into a two cubic meters rock-filled sump at the rear of the lot. No weeping tile drainage or storm water eaves trough drainage shall be discharged into the sanitary sewer system. A number of lots will have access to a storm drainage system and will not be required to construct the rock-filled sump. These will be identified by the Municipality's engineer.
- 2.6.4 Purchaser to be aware, at the Developer's discretion, rear yards may be contoured to conform to the Linear Parkway grading. The Purchaser shall be responsible for installation and maintenance of silt fences and other measures of erosion control until acceptable ground cover or permanent structures are established that will preclude the need for temporary measures.
- 2.6.5 No berms are permitted along property lines which create water run-off onto adjacent properties.

## **2.7 Exterior Materials**

- 2.7.1 Permitted exterior materials include clay brick, vertical or horizontal wood or vinyl siding, acrylic stucco, stucco, stone, and combinations of the above.
- 2.7.2 On residences utilizing clay brick veneers in combination with either stucco or siding, finish colours are to be chosen to ensure complementary colour palettes and colour contrasts between materials.
- 2.7.3 Exterior materials used on principal elevations should be carried around corners to side elevations a minimum of 2 feet.
- 2.7.4 One cladding material must be predominant on the front elevation and cover at least 60% of the facade. If stucco is the predominant material on the front elevation, additional attention to detail must be given to other non-stucco elements. Additional attention to the use of details and trim complementary to the house style will be expected and required.
- 2.7.5 All fascia is to be a minimum 7 1/2 inches. Dimensions of soffit and fascia to be appropriate to house style.
- 2.7.6 The dimension between the head of garage doors and the underside of garage roof horizontal fascia shall be less than 30 inches. Exceptions may be considered by the Developer during the preliminary approval process.

## **2.8 Roofs**

- 2.8.1 All roof structures are to utilize a slope of not less than 7 to 12. Exceptions will be considered for roof slopes consistent with acceptable house styles. Flat roofs will not be permitted. Acceptable roof finishes include asphalt shingles, cedar shingles, cedar shakes, concrete or slate tiles.

## **2.9 Driveways**

- 2.9.1 Not more than one driveway shall be constructed for each dwelling and the driveway shall not have more than one access to street per lot. The placement of driveways shall be approved by the Municipality. No driveway access shall be permitted off Southlands Drive.
- 2.9.2 Permitted materials for driveway construction include interlocking pavers and cast-in-place concrete or combinations thereof.
- 2.9.3 All approaches and driveways shall be surfaced with concrete or interlocking brick in accordance with the standards required by the Municipality's engineer. All approaches and driveways are to be completed within 18 months of issuance of building permit.

## **2.10 Exterior Colours**

- 2.10.1 All exterior materials and related colours are subject to review by the Developer or its consultants and specific samples and colour chips may be requested and kept to confirm compliance with approved colour schemes on site.
- 2.10.2 Colours for roof, siding and trim must be coordinated for each unit to compliment the individual house design and achieve a harmonious visually attractive effect. Repetition of principal colours or colour combinations on front elevations of adjacent houses will be reviewed. Colours and materials of houses will be controlled to avoid visually disruptive contrasts in the streetscape and provide a varied but harmonious ensemble of housing units.
- 2.10.3 Previously approved neighboring residences will be considered as an important factor in colour scheme approvals.

## **3.0 FENCING AND LANDSCAPE ARCHITECTURE**

### **3.1 Fencing**

- 3.1.1 Fencing is permitted only in the rear yard and is to be constructed at owner's expense.
- 3.1.2 Additional privacy on all lots can be achieved by planting trees and hedges.
- 3.1.3 In the event that the Developer or successor in title installs fences along public walkways, such fences shall not encroach upon the lands taken for such walkways and shall be maintained by the owner of the lands upon which they are located.
- 3.1.4 Any fencing to be installed in areas that are open to public view shall be permitted subject to written approval from the Developer prior to installation. Failure to receive written approval may result in the Developer removing the fence at the owner's expense and deducting costs in connection with such removal from the Damage and Design Compliance Deposit.

#### **3.1.5 Fence Design**

(a) Definitions:

- (i) Solid Design Fence will consist of solid wood fencing to a maximum height of six feet.
- (ii) Open Design Fence will be either black vinyl-coated chain-link fencing or black wrought-iron look fencing to a maximum height of five feet.

(b) Lots on Linear Parkway

Any fencing of the side yard property lines and/or interior fencing from property line to property line to be constructed within 40 feet from the rear

property line of any Lot adjacent to the Linear Parkway must not exceed five feet in height and be constructed using an Open Design Fence.

The Developer reserves the right to accept alternative fence materials and/or designs if, at its sole discretion, the alternative fence material achieves the intent of these Standards.

(c) Flanking Lots (Corner Lots)

Open Design Fence is permitted to a maximum of five feet in height along the street side.

The Developer reserves the right to accept alternative fence materials and/or designs if at its sole discretion the alternative fence material achieves the intent of these Standards.

## **3.2 Plant Materials and Landscape Architecture**

### **3.2.1 Applicants are encouraged to develop plans, which preserve existing trees.**

Landscaping should include, at a minimum:

- sod, plants, a minimum of 2 trees and shrubbery for front yard including boulevard to the street curb – see 3.2.5
- Front yard and flankage landscaping to be completed within eighteen (18) months from commencement of construction.

### **3.2.2 Corner Lots**

In addition to the general landscaping guidelines in 3.2.1 above the homeowner is required to sod and maintain the flankage boulevard to the street curb. On Southlands Drive flankage lots the Developer will sod the boulevard.

### **3.2.3 Lots on Linear Parkway backing on a Creek**

To preserve the integrity, look and to minimize erosion, the rear yard landscaping must be completed within one (1) year from substantial completion of construction with no alteration to the grade at the rear property line.

If the Purchaser wishes to make any changes to the grade at the rear property line and/or construct a retaining wall at the rear property line, plans must be submitted and written approval received from the Developer's design consultant and by the Municipality before construction commences.

The Purchaser shall be responsible for installation and maintenance of silt fences and other measures of erosion control until acceptable ground cover or permanent structures are established that will preclude the need for temporary measures.

### 3.2.4 Public Walkways

Homeowners on Linear Park backing on to a creek are to maintain the naturalized landscaped area between the property line and the public walkway.

The area below the walkway to the waters edge is to remain undisturbed to encourage natural growth.

Homeowners may not use the creek water for irrigation purposes.

No motorized vehicles are allowed on the pathway system. The homeowner will be responsible for any damage to pathways owing to landscaping and construction by the homeowner.

### 3.2.5 Boulevards

Homeowner shall maintain boulevard trees on boulevard, which trees shall be installed by the Developer in the fall as required by the Development Agreement. The Homeowner will install and maintain boulevard sodding to the street curb. Additional planting and/or landscape features on the boulevard shall be permitted only after plans have been submitted and approved in writing by the Municipality.

### 3.2.6 Front Yard

No wood decks/patios are permitted in front yards.

3.2.7 All swimming pools, decks, patios must be located in the rear or side yard portion of each lot and must be screened from public view from street side. Approval from the Developer is required for the location of deck and pools prior to receiving a permit from East St. Paul.

### 3.2.8 Water Conservation

Purchasers are encouraged to reduce water usage through landscape planning and an understanding of basic turf management principles that will help reduce algae growth in the waterways, creeks and ponds. By-law Number 2002-31 of the R.M. of East St. Paul sets out water usage regulations for residential landscaping that must be adhered to by the homeowner.

## 4.0 MISCELLANEOUS RESTRICTIONS

4.1 Satellite dishes, if erected on individual lots, must be sited completely within the rear portion of the lot and be screened from public view from streets and parks. On flanking lots satellite dish must be located along interior property line away from street.

4.2 No recreational vehicles, trailers, boats, commercial vehicles nor any form of trailers, shall be permanently stored in the front yard of any property between the building line and the curb, but a recreational vehicle may be parked in fenced side yard a minimum of 5 feet from property line.

- 4.3 Freestanding garden/utility sheds, if constructed, must be located only in the rear area of the Lot and must be consistent with the exterior materials and colour schemes for the principal residence. On flanking lots garden/utility sheds must be located along interior property line away from the street. On lots backing upon the creek, garden/utility sheds must be located at least 40 feet from the rear property line. Prefabricated metal/vinyl construction pre-packages are discouraged. All freestanding structures may have a maximum size of 10' x 12' with maximum height of ten (10) feet.
- 4.4 No person shall make a building permit application for, or commence construction of, any dwelling or dwellings upon any of the lots until the person has submitted to the Developer complete plans and specifications as required by these Standards.
- 4.5 The Developer reserves the right to refuse any plan which lacks attention to these Standards.
- 4.6 The Developer reserves the right to allow changes from these Standards in cases where such an exception is deemed appropriate and will not detract from the quality of the Development.
- 4.7 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.
- 4.8 Nothing contained in this paragraph 4 shall be construed as imposing any liability upon the Developer 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.
- 4.9 The Developer 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:
- (a) The approval or deemed approval of any building plans, or
  - (b) A failure to enforce any of the provisions herein contained; and whether caused by the negligence or willful act of the Builder, the Developer or any of their respective directors and officers, 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 Builder, the Developer, and each of their respective directors and officers, agents, servants and employees, in respect to the Liabilities.

## **5.0 RESTRICTIONS DURING CONSTRUCTION**

### **5.1 Appearance During Construction**

- 5.1.1 All building sites are to be kept safe and orderly during construction. All garbage is to be stored out of sight or disposed of in garbage dumpsters. No garbage/trash burning is permitted at any time. Storage or dumping of debris on adjacent lots is not permitted.
- 5.1.2 Exterior work/construction is permitted only between the hours of 7:00 a.m. and 8:00 p.m., Monday through Saturday, unless special arrangements have been made with the Municipality.

## **5.2 Signage**

- 5.2.1 All temporary promotional signage is to be approved prior to installation by the Developer.

## **6.0 APPROVAL PROCESS**

The Approval Process for Architectural approval shall be as set forth on the Pritchard Farm Southlands Ltd. Architectural Approval Process attached hereto as Attachment "3".

## **7.0 ACCESS**

The Purchaser permits the Developer and its authorized agents, employees and consultants entry and access to the Lot for the purpose of ensuring compliance with and enforcing its rights and entitlements under these Standards). The Developer and its authorized agents, employees and consultants shall not be liable for any damages sustained by the Purchaser in connection with the actions taken by the Developer pursuant to this Agreement.

## **8.0 CESSATION OF DEVELOPERS OBLIGATIONS**

The Developer's obligations and responsibilities under these Standards shall cease and be of no further effect thirty-six (36) months following the Date of Possession of the last lot for sale in the Development. Notwithstanding the cessation of the Developer's obligations, the Purchaser (and any successor in title) shall continue to be bound by the provisions of these Standards.

## Attachment "1" to Pritchard Farm Southlands Ltd. Design Control Standards – Phase 2

### Pritchard Farm Southlands - Lot Design Control Codes Phase 2 - Single Family Residential Lots (Plan 45595)

Lot #	Codes
Lot 37, Blk 1 - 45 High Meadow Dr	L, A, D, HW, S, W1
Lot 38, Blk 1 - 43 High Meadow Dr	L, HW, S
Lot 39, Blk 1 - 41 High Meadow Dr	L, S
Lot 40, Blk 1 - 39 High Meadow Dr	L, D1, R, U, S
Lot 41, Blk 1 - 37 High Meadow Dr	L, D1, R, U, S
Lot 42, Blk 1 - 35 High Meadow Dr	L, CB, D1, E2, R, U, S
Lot 43, Blk 1 - 33 High Meadow Dr	L, D1, E1, R, U, S
Lot 44, Blk 1 - 31 High Meadow Dr	L, D1, R, U, S1
Lot 45, Blk 1 - 29 High Meadow Dr	L, D1, R, U, S1
Lot 46, Blk 1 - 27 High Meadow Dr	L, D1, R, U, S1
Lot 47, Blk 1 - 25 High Meadow Dr	L, D1, R, U, S1
Lot 48, Blk 1 - 23 High Meadow Dr	L, D1, R, U, S1
Lot 49, Blk 1 - 21 High Meadow Dr	L, D1, R, U, S1
Lot 50, Blk 1 - 19 High Meadow Dr	L, D1, R, U, S1
Lot 51, Blk 1 - 17 High Meadow Dr	L, D1, S1, R, CB, U
Lot 52, Blk 1 - 15 High Meadow Dr	L, S1
Lot 53, Blk 1 - 13 High Meadow Dr	L, S1
Lot 54, Blk 1 - 11 High Meadow Dr	L, S1
Lot 55, Blk 1 - 9 High Meadow Dr	L, S
Lot 56, Blk 1 - 7 High Meadow Dr	L, S
Lot 57, Blk 1 - 5 High Meadow Dr	L, S
Lot 58, Blk 1 - 3 High Meadow Dr	L, S
Lot 59, Blk 1 - 1 High Meadow Dr	L, A, D, S, W1
Lot 1, Blk 2 - 46 High Meadow Dr	L, A, D, S, P, C, W1
Lot 2, Blk 2 - 34 High Meadow Dr	L, A, HW, S
Lot 3, Blk 2 - 32 High Meadow Dr	L, HW, S1
Lot 4, Blk 2 - 30 High Meadow Dr	L, S1, P, C
Lot 5, Blk 2 - 28 High Meadow Dr	L, HW, S1, P, C
Lot 6, Blk 2 - 26 High Meadow Dr	L, S1
Lot 7, Blk 2 - 24 High Meadow Dr	L, HW, S1
Lot 8, Blk 2 - 22 High Meadow Dr	L, A, HW, S1
Lot 9, Blk 2 - 6 High Meadow Dr	L, S, P, C
Lot 10, Blk 2 - 4 High Meadow Dr	L, S, P, C
Lot 11, Blk 2 - 2 High Meadow Dr	L, A, D, S, P, C, W1
Lot 14, Blk 6 - 56 Southlands Dr	L, CL, WO, S2
Lot 15, Blk 6 - 58 Southlands Dr	L, CL, WO, S2
Lot 16, Blk 6 - 60 Southlands Dr	L, A, CL, WO, S2

A=Corner Lots. One storey structure to flanking street.  
Owner to install & maintain boulevard sodding to curb on both frontage & flankage blvds.

C=May have decorative fencing or monument on private lands provided by developer, to be maintained by purchaser.

CB=Catch Basin in rear lot corner inside the easement.

CL=Creek lot subject to erosion control requirements.

D=No driveway access to Southlands Drive.

D1=Owner responsible for maintaining swales on lot.

E1=East side yard easement for land drainage sewer (1.5 m width)

E2=West side yard easement for land drainage sewer(1.5m width)

HW=Minimum House Width - 65 ft

L=Owner to install limestone approach (as per Design Guidelines) to lot prior to applying for plan approval and building permit application - typical all sites

P=Fencing (rail) along rear property line adjacent to public reserve provided by developer and maintained by purchaser.

R=Rear yard drainage swale with a 4m easement along the rear property line

S=Sump Pump to be connected from home to discharge pipe at front property line.

S1=Sump pump to discharge into a sump pump pit constructed by the owner (see Design Guidelines)

S2=Sump pump to be connected from home to discharge pipe at lake.

U=Communication Utility Easement at rear of lot

W1=Sidewalk to be installed by developer on side of lot. Owner to maintain sodding to street curb. Developer to install sodding on flankage boulevard.

WO=must have walkout basement





## Attachment “3” to Pritchard Farm Southlands Ltd. Design Control Standards – Phase 2

### PRITCHARD FARM SOUTHLANDS LTD. ARCHITECTURAL APPROVAL PROCESS

#### DEVELOPER’S CONSULTANT:

Rick Wiebe  
Prairie Lines, Inc.  
632 Viscount Place  
Winnipeg, Manitoba  
E-mail: prairielines@mts.net

#### 1. READ STANDARDS

Become familiar with the Design Control Standards for Pritchard Farm Southlands.

#### 2. MEET WITH DESIGNER

Your personal design criteria, together with these Standards, will form the basis for the design of your house. As you begin your design process, particular attention should be given to site, location, contour and orientation.

#### 3. PRELIMINARY PLAN APPROVAL

To obtain initial approval, provide the Developer’s Consultant with the following:

One set of 11” x 17” drawings (hard copy) including the following:

1. Site plan - scale min 1”=20’.
2. Floor layout including square footage.
3. House elevations, including front, side (for corner lots) and rear (for walkout lower level homes).
4. Completed Architectural Approval form (see attached) detailing all colours and materials, if available.

May be submitted via 11” x 17” electronic copies in PDF or using “Softplan” software e-mailed to prairielines@mts.net

If Preliminary Plan meets guideline criteria it will be approved at this time. If Preliminary Plan requires modification to meet criteria, notes outlining the required changes will be returned to the customer on the actual drawings and Architectural Approval Form. If further clarification is required, a meeting will be set up with homeowner/builder to discuss required changes.

#### 4. FINAL PLAN APPROVAL

To obtain final plan approval, provide the Developer’s Consultant with the following:

1. Two (2) complete sets of working drawings that include but are not limited to the site plan (i.e. plans, sections, building details, all elevations);
2. Grading plan
3. Completed Architectural Approval form (see attached) detailing all colours and materials.
4. Colour sample board of all colours and materials detailed on the approval form.

The Developer or its Design Consultant reserves the right to request 11" x 17" electronic copies in PDF or "Softplan", in addition to the complete set of working drawings.

Upon submission of plan for approval, please expect three to five business days for approval process to be completed. The approval process shall require additional time in respect of lots with walkout basement dwellings.

#### 5. ADDITIONAL REQUIREMENTS FOR LAKE LOTS

At least one week prior to the Purchaser requesting lot grades, one (1) copy of the plot plan, house type drawing, i.e. plans sections and all elevations shall be submitted to:

Stantec Engineering  
905 Waverley  
Winnipeg, Manitoba R3T 5P4  
Attention: Mr. Paul Sunderland

At least 48 hours before piles are poured, Stantec should be contacted (489-5900) to arrange a time to have pile elevations verified immediately after placements. Stantec will require a plot plan with approved elevations at that time, including the top of pile elevations. Stantec will check poured pile elevations to ensure conformity with elevation plan. Remedial action may be necessary as determined by the builder.

#### 6. LIMESTONE APPROACH

Before applying for final approval, the Purchaser will have installed the limestone approach as required pursuant to the Development Agreement, which approach has been approved by the Developer.

## 7. BUILDING PERMIT APPLICATION

Application for a building permit may be made only after applicant's completed approval form has been approved by the Developer.

Approval of your plan will be given to you in writing, along with an approved set of plans.

Once approval is given, an approved set of plans, together with the completed approval form and a copy of your acknowledgement indicating that you have received a copy of the Development Agreement, should be taken to East St. Paul for building permit application.

The Developer will retain one electronic copy of the drawings and colour board.

Failure to conform to siting, house design, materials, colours or any other portion of the drawings and documentation as approved without the written consent of the proposed revision by the Developer's Consultant is prohibited.

## 8. INSPECTION

The Developer will provide a final inspection upon completion of each house to ensure that each house is built as it was approved and landscaping completed or note any infractions thereof. Following this inspection the owner shall receive full or partial refund of the Damage and Design Compliance Deposit. Non-compliance with these Standards will be penalized by a full or partial reduction in any refund of the Damage and Design Compliance Deposit. The Developer shall determine, acting reasonably, if any matter is not in compliance with these Standards or any approval provided by the Developer. In the event of such non-compliance, the Developer shall be entitled to deduct and retain such amount of the Damage and Design Compliance Deposit as the Developer determines appropriate in the circumstances, which determination shall be final and binding on the Purchaser. In the event of any inconsistencies between the provisions of these Standards and any approval executed by the Developer, the provisions of the approval shall govern.

## 9. ARCHITECTURAL APPROVAL FORM

The Pritchard Farm Southlands Ltd. Architectural Approval Form shall be in the form attached hereto.

**PRITCHARD FARM SOUTHLANDS**  
**ARCHITECTURAL APPROVAL FORM**

**BUILDER:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

LOT	BLOCK	PLAN	CIVIC
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**ATTACHMENTS:**

Site Plan (showing all house and lot dimensions)  House Elevations  Colour Board

**HOUSE TYPE:**

Bungalow  Split Level  1 1/2 Storey  2 Storey  2 Storey Split  Show Home  Other

Total Square Footage (above ground excluding garage and basement area) \_\_\_\_\_ Garage Dimensions \_\_\_\_\_

**SITING:**

Buildable Lot Width: \_\_\_\_\_ Required House Width : \_\_\_\_\_ Actual House Width: \_\_\_\_\_  
 Front Setback: \_\_\_\_\_ Left Sideyard: \_\_\_\_\_ Right Sideyard: \_\_\_\_\_

**REQUIRED REVISIONS:**

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**Colours and Materials:**

	Material	Manufacturer	Colour
Predominant Material	_____	_____	_____
Secondary Material	_____	_____	_____
Masonry	_____	_____	_____
Trim	_____	_____	_____
Window Trim	_____	_____	_____
Gutters &Downspouts	_____	_____	_____
Fascia	_____	_____	_____
Soffit	_____	_____	_____
Front Door	_____	_____	_____
Garage Doors	_____	_____	_____
Roof	_____	_____	_____
Stucco Finish Type	_____	_____	_____

**Homeowner/Builder warrants they have read the Pritchard Farm Southlands DESIGN CONTROL STANDARDS:**

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Limestone Approach Completed Date:** \_\_\_\_\_

Approval: \_\_\_\_\_ Project I.D. #: \_\_\_\_\_



# Schedule “D” to an Offer to Purchase a Lot in Pritchard Farm Southlands Ltd., “Phase 2”

## Royal LePage Prime Real Estate - Agent Disclosure and Privacy Consent

In a real estate transaction, you the consumer can choose to have an agent represent you. Our code requires us to fully disclose in writing the nature of our service to our clients versus the other party to a transaction.

Once an agent client relationship has been established we will protect and promote your best interests as we would our own. This would include the following:

1. **Loyalty** – to serve your best interests ahead of anyone else’s, including our own and at all times to exercise good faith and to disclose all known facts and information which may influence your decision.
2. **Obedience** to follow all lawful instructions
3. **Discretion** to keep confidential your private circumstances, motivations, and confidences which you shared with the agent or which we have learned.
4. **Competence** to exercise reasonable care and skill in performing all assigned duties
5. **Accounting** of all moneys, deposits, or other property entrusted to us.

In Manitoba generally the seller is represented by an agent who acts in the best interests of the seller. The buyer is generally represented by an agent who looks after the buyers best interests. If an agent represents both parties an “Acknowledgement of Limited Joint Representation” form should be signed. If someone is not represented by anyone an agent would still be responsible to treat them honestly, fairly, and with care and skill.

## We value your privacy! Protecting your privacy: it’s our business

To operate a successful full service real estate company we require a variety of information about your property if you are selling, and if you are buying we require other information. Any information is never sold and is passed on only with your consent e.g. real estate boards, banks, insurance company, etc.

A multiple listing agreement will ask for consent to distribute listing information deemed important to market your property and for the retention of that data for statistical purposes and the like. Similarly Royal LePage Prime Real Estate hereby asks for your consent to collect and distribute information to our network and retain that information for statistical, historical and marketing purposes including keeping in contact with you during and after any transaction. If purchasing a property, information will be collected and used for purposes consistent with the services Royal LePage provides in connection with the purchase or prospective purchase of property, possibly including distributing the information to banks and the like, insurance companies, and appraisers, utility firms, etc.

Any consent you give can be withdrawn at any time by contacting the Royal LePage Prime privacy compliance officer at 989-5002, [rlp@shaw.ca](mailto:rlp@shaw.ca) or your agent.

Should you have any questions or concerns regarding privacy you may contact our designated compliance officer 989-5002.

We hereby acknowledge the receipt and understanding of this Royal LePage Prime document and <u>      </u> <i>consent</i> <u>      </u> <i>do not consent</i> to the collection and retention and distribution of relevant information regarding our contemplated real estate transaction.	
We also acknowledge that Royal LePage Prime Real Estate, <i>will be representing the Developer and does not represent the Purchaser(s)</i>	
Dated this ____ day of _____, 20 ____.	
_____	_____
Purchaser Signature	Purchaser Signature