

RiverRidge
BUILDER PHASE II RIVER LOT SALE AGREEMENT

THIS AGREEMENT made this ____ day of May, A.D 2009

BETWEEN:

RidgeCrest Inc
C/O 400-570 Portage Avenue
Winnipeg, Manitoba
R3C 0G4

Hereinafter called the "Vendor"

OF THE FIRST PART

- And -

Hereinafter called the "Purchaser"

OF THE SECOND PART.

The parties hereto mutually covenant and agree as follows:

1. Purchase Price

1.1 Lot Selection(s)

The Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor the following land legally described as follows:

(Hereinafter called the "Lot")

It is agreed that the Lot is located and legally described as shown in the Survey Plan of Subdivision attached as **Schedule "A"** (hereinafter referred to as the **Subdivision Survey Plan**) and shall comprise a lot width and area as shown in the attached **Schedule "B"** (hereinafter referred to as the **"Certified Lot Widths and Areas"**).

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1.2 TOTAL PURCHASE PRICE/TERMS OF PAYMENT

The total purchase price for the Lot shall be _____ Dollars (\$_____) (the "Purchase Price") and the Purchase Price shall be payable by the Purchaser to the Vendor as specified herein for each lot type identified as follows:

Terms of Purchase:

Initial Deposit:

- (a) The sum of _____ Dollars (\$_____) by way of deposit representing Thirty (30%) percent of the Purchase Price to be paid on account of the Purchase Price upon the execution of this Agreement, said payment to be paid to **RidgeCrest Inc.**

Balance of Purchase Price:

- (b) The balance of the Purchase Price, namely _____ Dollars (\$_____) representing Seventy (70%) percent of the Purchase Price for the Lot shall be due and payable to **RidgeCrest Inc.** together with such other charges as are hereinafter set forth and shall be paid on the earlier of the following:

- (i) the date the Vendor transfers title for the Lot to the Purchaser; or
- (ii) September 30, 2009;

(hereinafter referred to as the "**Closing Date**");

1.3 Interest Commencement Date

The Interest Commencement dates for all Lots are as follows:

- a) The **Interest Commencement Date** is the Closing Date. From the Closing Date, the unpaid balance of the Purchase Price shall bear an interest rate of Ten (10%) percent per annum until paid in full;

2. Services Included In Purchase Price

- 2.1 The cost of the installation of the following services shall be included in the Purchase Price:

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- (a) Underground electric power, gas, cable and telephone lines to the front property line;
- (b) Sewer lines and water mains; pavement on streets; grading and gravelling until pavement on streets is installed; ornamental street lights; permanent street signs; boulevard tree plantings, park pathways, concrete sidewalks on the streets designated and flood protection dike; all of which will be installed generally in accordance with the provisions of an agreement or agreements and amendments thereto, together with the Plans and Specifications which form a part thereof, between the City of Winnipeg and the Vendor (the "Agreements");
- (c) The sewer, water, land drainage and flood protection dike services, as specified in the Agreements;
- (d) House connections from the street mains to the front Lot line; and
- (e) The concrete and asphalt roadway services, as specified in the City of Winnipeg Development Agreement.

The Vendor agrees to install all street lights and signs, in accordance with the terms of the Agreements, provided that if the Engineer referred to in the Agreements orders that the installation of any services be delayed for any period of time, it is understood and agreed that the respective dates of installation shall be extended by a similar period of time.

3. Services Not Included In Purchase Price:

3.1 The Purchase Price shall not include the following:

- (a) Paving of the front driveway approach from the street to the Lot line, which the Purchaser covenants and agrees to install, at its own expense, in accordance with the requirements and specifications as provided by the City of Winnipeg.
- (b) Grading and sodding of building lot front or side lot boulevards abutting city streets, which the Purchaser covenants and agrees to install, at its own expense, in accordance with the requirements of the City.

4. Development Parameters:

4.1 The Purchaser acknowledges, covenants and agrees:

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- (a) That the Lot access driveway will be located as specified in the **Lot Access Driveway Location Plan** to be specified by Lombard North Group which the parties agree to add as **Schedule "C"** to this Agreement. It is understood and agreed that subject to the approval of Lombard North Group, changes may be made to the location of driveways under the Lot Access Driveway Location Plan.

- (b) The Flood Protection Dike as specified in the **Flood Protection Dike Lot Easement Location Plan** and attached as **Schedule "D"** shall be built by the Vendor to the City of Winnipeg and Province of Manitoba 700 year flood protection standards. The Flood Protection Dike will be incorporated into the "River Dike Lot", identified as Lot 2 to 12 of Block 6 Plan 45041 inclusive and Lot 1 to lot 11 Deposit Plan No. 1072-06_form part of the lot grading works installed by the Vendor. Within each River Dike Lot designated the City of Winnipeg shall register a four meter (13.123 foot) easement in the rear yard as identified in Schedule "D". Under the City of Winnipeg Development Agreement the Dike Easement prohibits the construction of any portion of the dwelling or accessory building within the easement which would have the impact of impeding emergency access or installation of temporary flood protection works by the City of Winnipeg or its assigns, in the event a flood of a magnitude greater than the 700 year flood was projected. Works such as patio areas plantings, landscape works or ornamental fencing are permitted within the Dike Easement, but the City is under no liability to repair or replace in the event they become damaged during an emergency flood event.

- (c) That every dwelling constructed on the Lot shall have a two-car attached garage.

- (d) To grade and sod the boulevards fronting and flanking the Lot. The said boulevard to be landscaped to comply with City of Winnipeg specifications.

- (e) All house construction must comply with the **"RiverRidge House and Site Design Standards"** as provided in **Appendix "E"**. House plans must be submitted and receive approval of the Vendor's Planners and Landscape Architects, Lombard North Group prior to submission of plans for a building permit, no building permits will be processed by the City of Winnipeg without Lombard North Group confirmation house designs are consistent with **"RiverRidge House and Site Design Standards"** .

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- (f) Applications for building permits must receive approval by the Vendor's Planner to confirm compliance with RiverRidge design standards.

4.2 The Purchaser further acknowledges, covenants and agrees:

- (a) That each of the Lot is a building site;
- (b) That before commencing the construction of any building on any of the Lot and before applying to The City of Winnipeg for a building permit in connection therewith, the Purchaser shall notify the Vendor in writing of his intention to proceed with the construction and agrees to engage UMA Engineering to set building and lot elevations and confirm their compliance as-built to the specifications provided by the Vendor's engineer (UMA Engineering) all to the satisfaction of the City of Winnipeg.
- (c) That the Lot will be used for the sole and exclusive purpose of building thereon single family dwellings;
- (d) That in the construction of dwellings on the Lot, the Purchaser will comply with all applicable zoning and building by-laws;
- (e) That the Purchaser is responsible for the removal of surplus trees, shrubs and earth from the Lot and/or the securing of the required fill to bring the finished level of the Lot to the required grade elevation;
- (f) That the Purchaser will not deposit or store refuse, debris, soil, or other materials on any land in the Vendor's subdivision, including the Lot and shall remove any materials so deposited within 48 hours of notice from the Vendor, failing which, the Vendor may remove such material at the cost of the Purchaser;
- (g) That the necessary grade elevations will be obtained by the Purchaser, at the Purchaser's expense, from the City Engineer and the Purchaser will erect single family dwellings on the Lot, in full and proper compliance with such elevations and the Purchaser will pay for any damage or costs that may result from a breach of this provision;
- (h) That no building permit shall be applied for by the Purchaser unless the Lot for which a building permit has been applied for, is serviced with the following municipal services: sewer, water mains and street works. Municipal services have been completed and building permits are available for all lots.

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- (i) That the Purchaser will keep down noxious weeds and will comply in all respects with the requirements imposed upon an owner and occupier of the land, under "The Noxious Weed Act" with respect to the Lot and shall indemnify and save harmless the Vendor from all costs and expenses and penalties, which may be imposed upon the Vendor in the event that the Purchaser be in default hereunder;

- (j) That the Purchaser will pay the Vendor the cost of cleaning, replacement or repair of any damaged water and sewer lines, manholes, catch basins, water boxes, hydrants, valves, roadways, curbs, sidewalks, hydro works, surveyors marks, grade stakes, or other services on or adjacent to, or pertaining to the Lot, or elsewhere in the subdivision, which damage may be caused by the acts or omissions of the Purchaser or his workmen, agents, or by anyone for whom he is responsible, or by trucks making deliveries of materials to the Lot. The Vendor shall also be entitled to interest, calculated at the rate of ONE AND ONE-HALF (1.5%) percent per month, computed from the date that the cost is incurred, to the date of payment by the Purchaser. Prior to making a claim under this paragraph (k), the Vendor shall first obtain certification of cleaning, replacement or repair from the Project Engineer, and notify the Purchaser in writing of the Vendor's claim that the Purchaser must be responsible for repair. The Vendor shall then forthwith attend to repair as soon as reasonably possible (weather conditions permitting) and invoice the Purchaser. If the Purchaser fails to repay the cost of repair within fifteen (15) working days then the Vendor may withdraw funds from the Purchaser's Security Deposit, held in trust by the Vendor to assure compliance with this agreement and require the Purchaser to replenish the funds held in the damage deposit by the amount equal to the value of the repair. The Purchaser has fifteen (15) days to replenish the damage deposit to its full value, after the Vendor has notified the Purchaser that funds have been used from the Purchaser's Security Deposit to complete the repairs;

- (k) The Purchaser shall be responsible, at his own expense, for all sewer and water connections from the front Lot lines to the dwelling to be erected on the Lot, in accordance with the requirements of The City of Winnipeg and to secure from The City of Winnipeg, all necessary permits in connection therewith and to pay to The City of Winnipeg, all its charges.

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5. General Provisions

- 5.1 Upon payment to the Vendor by the Purchaser of the Purchase Price for the Lot, the Vendor shall deliver to the Purchaser, a registerable Transfer of Land for the Lot, which Transfer, upon registration in the Winnipeg Land Titles Office, shall be sufficient to vest title to the Lot in the name of the Purchaser free and clear of all registered encumbrances (except those placed by or through the Purchaser and except for building restriction caveats, zoning by-laws of the City of Winnipeg, caveats registered in connection with easements or rights-of-way related to the installation of sewer, water, power, telephone and gas lines).
- 5.2 In addition to other payments hereunder, the Purchaser agrees to pay the Vendor the sum of **Four Hundred and Seventy-five (\$475.00) DOLLARS** for legal fees with respect to the Transfer of Land provided to it by the Vendor.
- 5.3 As security deposit for payment of costs or non-compliance of the terms and conditions set out in this Agreement, the Purchaser shall provide the Vendor, prior to applying for a building permit, with a security deposit of **FIVE THOUSAND (\$5,000) DOLLARS ("Security Deposit")** for the Lot purchased. The security deposit may be in cash or by way of an irrevocable Letter of Credit, in a form acceptable to the Vendor. It is understood and agreed that the entire Security Deposit may be applied to remedy the Purchaser's default with respect to this Agreement; however, said Security Deposit shall in no way be deemed to limit the liability of the Purchaser. The unused balance of the Security Deposit shall be repaid by the Vendor at the end of thirty (30) days after the Purchaser has constructed the family dwelling on the Lot and the driveway approach and sod has been installed for the Lot.
- 5.4 ***Real Property Taxes for the Lot shall be adjusted as of the date of this agreement*** (set forth at the top of page 1) and the Purchaser covenants and agrees that it shall be the duty of the Purchaser to pay any and all real property taxes, which may be assessed against from the date of this Agreement.
- 5.5 The Purchaser covenants and agrees not to resell the Lot within one (1) year of the date hereof, without the written consent of the Vendor first had and obtained. The Vendor reserves the right to refuse its consent to any resale of the Lot or may consent to such resale, subject to such terms and conditions (including the right to increase the sale prices of the Lot in the event of resale), as the Vendor may in its uncontrolled discretion determine. Should the Purchaser resell the Lot in contravention of this

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provision, such resale shall be considered a default hereunder and the Vendor shall, in addition to the remedies set forth in Paragraph 5.6 hereof, be entitled to recover from the Purchaser any profit made by the Purchaser on such resale, which amount will be recoverable as liquidated damages and not as penalty.

- 5.6 (a) Upon default in payment of the monies due hereunder, or any part thereof on the days and times aforesaid with respect to the Purchaser's lot, or in performance of fulfillment of any of the stipulations, covenants, provisos and agreements on the part of the Purchaser herein contained, the Vendor may mail in a registered package addressed to the Purchaser at the address shown hereinafter or may deliver to the Purchaser, a notice signed by or on behalf of the Vendor, to the effect that if at the end of fifteen (15) days from the time of mailing or delivery thereof, the amount so due be not paid or the stipulations, covenants, provisos and agreements so in default be not performed or fulfilled, this Agreement shall ipso facto be determined and at an end and the Vendor shall be entitled to retain any sum or sums paid hereunder as and by way of liquidated damages and all rights and interest created herein or then existing in favour of the Purchaser, or derived under this Agreement, shall thereupon cease and determine, and the Lot shall revert and revest in the Vendor without any further declaration or forfeiture, or notice or act of re-entry and without any other act by the Vendor to be performed and without any legal proceedings or suit to be brought or taken, without any right on the part of the Purchaser to any compensation for or return of monies paid hereunder and the Purchaser shall deliver up quite and peaceful possession of the Lot to the Vendor or its agent immediately at the expiration of the said fifteen (15) days, and shall further forthwith upon such written demand by the Vendor, and without legal proceedings, reconvey the title to the Lot to the Vendor at the Purchaser's sole expense.

(b) Part payment of the amount so due or part performance only of the said stipulations, covenants, provisos or conditions so in default, after the mailing or delivery of the said notes, shall not operate to prevent this Agreement from being determined at an end, or to prevent the operation of the next preceding paragraph of this clause, at the end of the said fifteen (15) days, unless the Vendor shall expressly so agree by writing under its hand and no waiver by the Vendor of any stipulations, covenants, provisos, agreements or conditions, or of any breach thereof, shall operate to waive any other breach thereof or any other matter or thing herein contained.

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- (c) The provisions of this paragraph shall in no way limit, restrict or prevent the Vendor from taking suit or legal proceedings for specific performance or any other proceeding necessary to enforce the provisions of this Agreement.
- 5.7 Whenever the singular and masculine pronouns are used in this Agreement, the same shall be construed as being plural or feminine or neuter, where the context or the parties hereto so require and all covenants herein contained shall be several as well as joint and the time shall be of the essence of this Agreement.
- 5.8 This Agreement shall be binding upon the Vendor, its successors and assigns and enure to the benefit of and shall be binding upon the Purchaser, his heirs, executors, administrators and successors, but shall not be assignable by the Purchaser; and it is further understood and agreed that the obligations of the parties under this Agreement shall continue and not be merged by reason of execution and delivery of the documents or any of them referred to herein.
- 5.9 The Purchaser shall be responsible to control and to initiate clean-up of the litter and refuse generated by his activity, both on-site and off-site, during the construction of buildings on the Lot. The clean-up of litter and refuse shall be done on a regular basis. Accordingly, the Purchaser shall ensure that commercial refuse containers are supplied, placed and maintained in close proximity to the Lot, during his construction of buildings.
- 5.10 Any tender of documents or money may be made on the Vendor or the Purchaser or on their respective solicitors. Money shall be tendered by a certified cheque of a Canadian chartered bank or lawyer's trust cheque.
- 5.11 The Vendor may register a Caveat by virtue of this Agreement.
- 5.12 The Purchaser shall pay all and any Goods and Services Taxes ("GST") that may be exigible in connection with the purchase of the Lot. The GST shall become due and payable to the Vendor on the Possession Date. The Vendor's GST Registration Number is 82402 6546 RT 0001.
- 5.12 Any notice permitted or required to be given hereunder shall be in writing and personally delivered, mailed, postage prepaid, or faxed. Any notice will be deemed to have been received on the day of actual delivery or if mailed shall be deemed to have been received on the third business day after mailing and if transmitted by fax shall be deemed to have been

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received on the first business day after the fax transmission. Addresses and facsimile numbers of the Parties are as follows:

(a) To the Vendor at: Ridgecrest Inc
C/O 200-570 Portage Avenue
Winnipeg, Manitoba
R3C 0G4
Fax: 204- 956-2783

(b) To the Purchaser at:

5.14 Attached hereto as Schedules to this Agreement are the following:

Schedule "A" Subdivision Survey Plan

Schedule "B" Certified Lot Widths and Areas

Schedule "C" Lot Access Driveway Location Plan

Schedule "D" Flood Protection Dike Lot Easement Location Plan

Schedule "E" RiverRidge House and Site Design Parameters

IN WITNESS WHEREOF the parties hereto have executed these presents, the day and year first above written.

RidgeCrest Inc.

Per: _____

President

I have authority to bind the Corporation.

Builder

Per: _____

President

I have authority to bind the Corporation.

Schedule "A" (Phase II) Subdivision Survey Plan
 DEPOSIT No. 1072508

PLAN OF SUBDIVISION
 OF PART OF
RIVER LOTS 30 AND 31,
PARISH OF KILDONAN
 BEING
 BLOCKS 7, 8 AND 11, PLAN No.

CITY OF WINNIPEG
MANITOBA

SCALE 1 : 1000

ALL RIGHTS AND INTERESTS IN THE LANDS SHOWN ON THIS PLAN ARE RESERVED TO THE CITY OF WINNIPEG AND THE MANITOBA LAND SURVEYORS' ACT. THE CITY OF WINNIPEG HAS THE HONOURABLE TITLE TO THE LANDS SHOWN ON THIS PLAN AND THE MANITOBA LAND SURVEYORS' ACT. THE CITY OF WINNIPEG HAS THE HONOURABLE TITLE TO THE LANDS SHOWN ON THIS PLAN AND THE MANITOBA LAND SURVEYORS' ACT.

APPROVED
 I, _____, Surveyor General of the City of Winnipeg, Manitoba, do hereby certify that this plan was prepared by me or under my supervision and that the same conform to the provisions of the Surveyors Act, R.S.M. 1987, c. 100, and the provisions of the Surveyors Act, R.S.M. 1987, c. 100, and the provisions of the Surveyors Act, R.S.M. 1987, c. 100.

APPROVED
 I, _____, Mayor of the City of Winnipeg, do hereby certify that this plan was prepared by me or under my supervision and that the same conform to the provisions of the Surveyors Act, R.S.M. 1987, c. 100, and the provisions of the Surveyors Act, R.S.M. 1987, c. 100, and the provisions of the Surveyors Act, R.S.M. 1987, c. 100.

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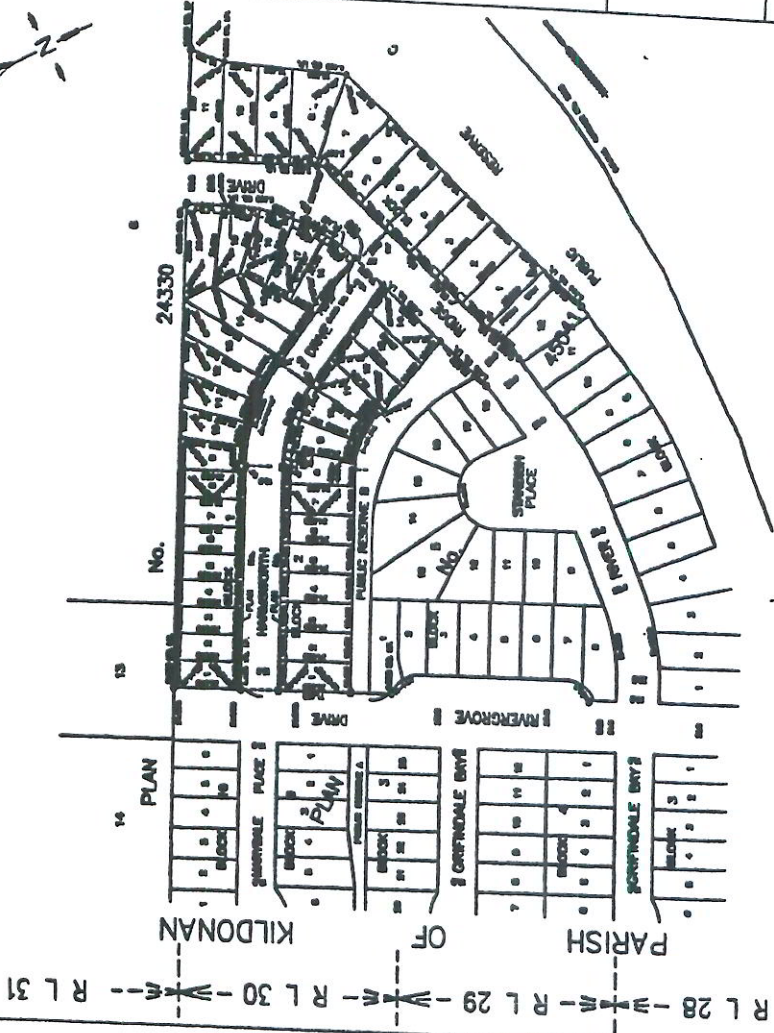
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DEPARTMENT OF LANDS AND SURVEY
MANITOBA
 REGISTRY OF DEEDS
 1000 - 1000 - 1000

Schedule "B" RiverRidge (Phase II) Certified Lot Widths and Areas

Barnes & Duncan Land Surveyors
 W.O. No. 06-0725

Client : Lombard North Group

B & D Plan : 06-0725 Lot Width Sketch-2006-09-26 SEP.dwg

Date : September 26, 2006

Points of Measurement for "Site Width" used in the following table are :

at 12.192 m (40.0') from Front of Lot

| Legal Description | Lot Depth | | Metres | Lot Width | | Lot Area | |
|-------------------|-----------|--------|--------|-----------|----------------------|------------|----------|
| | Metres | Feet | | Feet | Point of Measurement | Sq. Metres | Sq. Feet |
| Block 1 | | | | | | | |
| Lot 1 | 32.000 | 104.99 | 12.192 | 40.00 | at 12.192 m | 390.1 | 4199.5 |
| Lot 2 | 32.000 | 104.99 | 12.192 | 40.00 | at 12.192 m | 390.1 | 4199.5 |
| Lot 3 | 32.000 | 104.99 | 12.192 | 40.00 | at 12.192 m | 390.1 | 4199.5 |
| Lot 4 | 32.000 | 104.99 | 12.192 | 40.00 | at 12.192 m | 390.1 | 4199.5 |
| Lot 5 | 32.000 | 104.99 | 12.192 | 40.00 | at 12.192 m | 390.1 | 4199.5 |
| Lot 6 | 32.000 | 104.99 | 12.192 | 40.00 | at 12.192 m | 390.1 | 4199.5 |
| Lot 7 | 32.000 | 104.99 | 12.802 | 42.00 | at 12.192 m | 409.7 | 4409.6 |
| Lot 8 | 32.000 | 104.99 | 12.802 | 42.00 | at 12.192 m | 409.7 | 4409.6 |
| Lot 9 | 32.088 | 105.28 | 12.779 | 41.93 | at 12.192 m | 423.0 | 4552.9 |
| Lot 10 | 33.594 | 110.22 | 12.802 | 42.00 | at 12.192 m | 450.0 | 4843.6 |
| Lot 11 | 37.177 | 121.97 | 12.802 | 42.00 | at 12.192 m | 506.0 | 5446.7 |
| Lot 12 | 43.135 | 141.52 | 12.802 | 42.00 | at 12.192 m | 602.7 | 6486.9 |
| Lot 13 | 50.809 | 166.70 | 12.800 | 41.99 | at 12.192 m | 669.2 | 7202.9 |
| Lot 14 | 51.229 | 168.07 | 12.802 | 42.00 | at 12.192 m | 657.4 | 7075.8 |
| Lot 15 | 44.071 | 144.59 | 13.039 | 42.78 | at 12.192 m | 557.4 | 6000.2 |
| Lot 16 | 34.435 | 112.96 | 15.776 | 51.76 | at 12.192 m | 524.1 | 5641.5 |
| Lot 17 | 35.626 | 116.86 | 15.903 | 52.18 | at 12.192 m | 544.3 | 5858.4 |
| Lot 18 | 33.929 | 111.32 | 15.769 | 51.74 | at 12.192 m | 515.5 | 5548.9 |
| Lot 19 | 35.508 | 116.50 | 15.924 | 52.24 | at 12.192 m | 525.1 | 5652.0 |
| Lot 20 | 42.000 | 137.80 | 15.812 | 51.88 | at 12.192 m | 636.4 | 6849.7 |

| Legal Description | Lot Depth | | Lot Width | | Lot Area | |
|-------------------|-----------|--------|-----------|----------------------|------------|----------|
| | Metres | Feet | Metres | Feet | Sq. Metres | Sq. Feet |
| | | | | Point of Measurement | | |
| Block 2 | | | | | | |
| Lot 1 | 34.000 | 111.55 | 13.411 | 44.00 | 456.0 | 4908.1 |
| Lot 2 | 34.000 | 111.55 | 13.411 | 44.00 | 456.0 | 4908.1 |
| Lot 3 | 34.000 | 111.55 | 13.411 | 44.00 | 456.0 | 4908.1 |
| Lot 4 | 34.000 | 111.55 | 13.411 | 44.00 | 456.0 | 4908.1 |
| Lot 5 | 34.000 | 111.55 | 13.411 | 44.00 | 456.0 | 4908.1 |
| Lot 6 | 34.000 | 111.55 | 13.411 | 44.00 | 456.0 | 4908.1 |
| Lot 7 | 34.000 | 111.55 | 13.411 | 44.00 | 456.0 | 4908.1 |
| Lot 8 | 34.047 | 111.70 | 14.012 | 45.97 | 456.0 | 4908.1 |
| Lot 9 | 34.000 | 111.55 | 14.119 | 46.32 | 458.5 | 4935.0 |
| Lot 10 | 34.000 | 111.55 | 14.739 | 48.36 | 439.5 | 4730.5 |
| Lot 11 | 34.488 | 113.15 | 14.064 | 46.14 | 459.4 | 4944.8 |
| Lot 12 | 35.868 | 117.68 | 14.021 | 46.00 | 461.1 | 4962.8 |
| Lot 13 | 36.696 | 120.39 | 14.021 | 46.00 | 502.9 | 5413.3 |
| Lot 14 | 37.524 | 123.11 | 14.021 | 46.00 | 514.5 | 5538.2 |
| | | | | | 526.1 | 5663.2 |

| Legal Description | Lot Depth | | Lot Width | | Lot Area | |
|-------------------|-----------|--------|-----------|----------------------|------------|----------|
| | Metres | Feet | Metres | Feet | Sq. Metres | Sq. Feet |
| | | | | Point of Measurement | | |
| Block 3 | | | | | | |
| Lot 1 | 38.600 | 126.64 | 16.459 | 54.00 | 635.3 | 6838.5 |
| Lot 2 | 38.600 | 126.64 | 17.069 | 56.00 | 658.9 | 7091.9 |
| Lot 3 | 38.600 | 126.64 | 17.069 | 56.00 | 658.9 | 7091.9 |
| Lot 4 | 38.600 | 126.64 | 16.459 | 54.00 | 635.3 | 6838.5 |
| Lot 5 | 38.600 | 126.64 | 16.459 | 54.00 | 635.3 | 6838.5 |
| Lot 6 | 38.600 | 126.64 | 17.069 | 56.00 | 658.9 | 7091.9 |
| Lot 7 | 39.768 | 130.47 | 16.163 | 53.03 | 770.8 | 8296.8 |
| Lot 8 | 44.211 | 145.05 | 16.461 | 54.01 | 845.3 | 9098.8 |
| Lot 9 | 45.016 | 147.69 | 16.459 | 54.00 | 740.9 | 7975.2 |
| Lot 10 | 46.019 | 150.98 | 16.459 | 54.00 | 757.4 | 8152.9 |
| Lot 11 | 49.210 | 161.45 | 15.850 | 52.00 | 780.0 | 8395.7 |

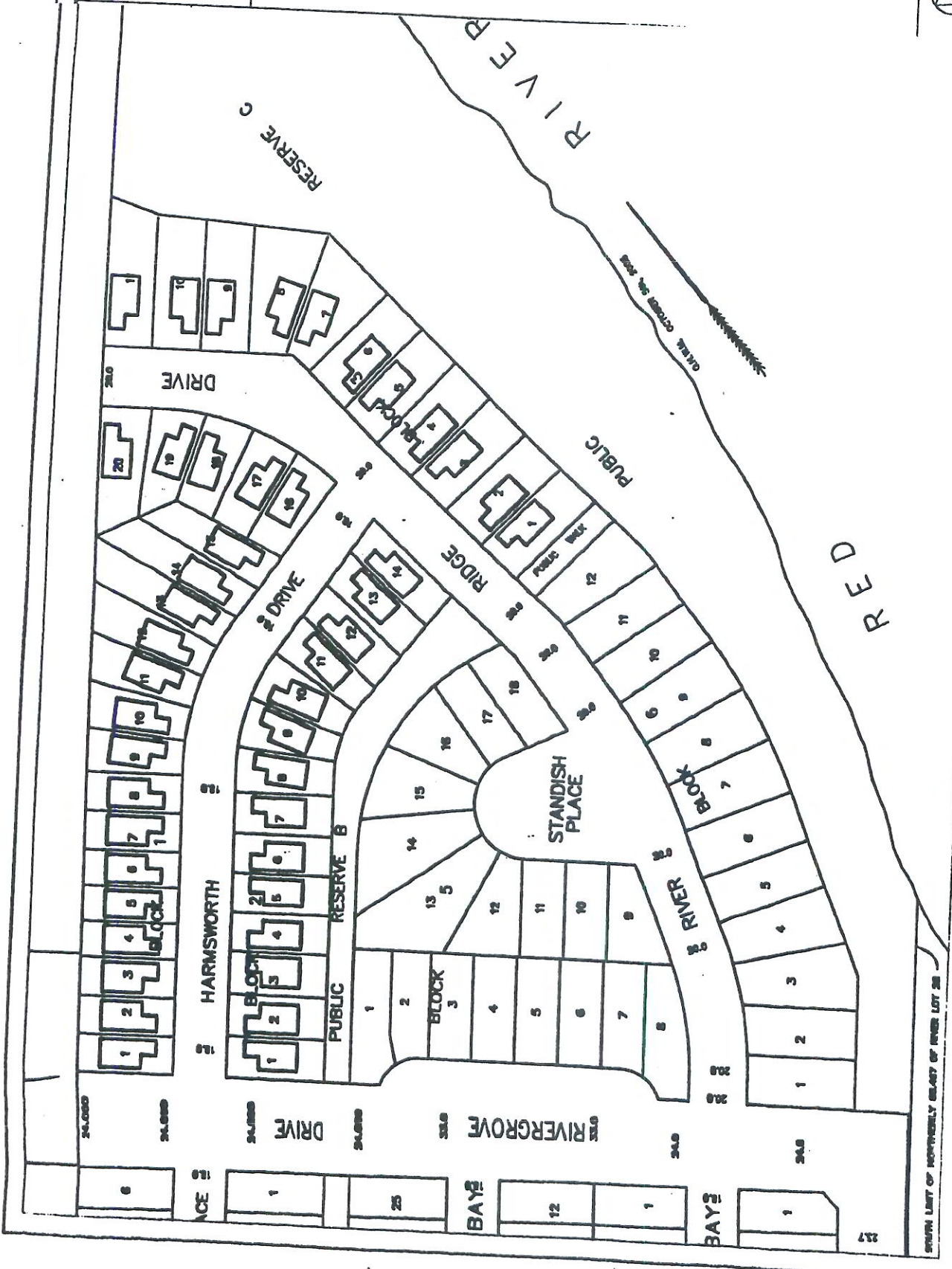
Schedule C

Lot Driveway
Orientation Plan

LEGEND



DATE: 1.1.1988
PROJECT: [illegible]
DRAWN BY: [illegible]



SOUTH LIMIT OF PROPOSED SEAL OF RIVER LOT 28

SCHEDULE "E" – RiverRidge House and Site Design Standards

ARCHITECTURAL DESIGN GUIDELINES AND SITE STANDARDS – March 1/07

The architectural design guidelines and site standards are specifically written to promote and enforce a high level of quality in the execution of housing design and site development for RiverRidge. All house plans will be reviewed for compliance with the guidelines as detailed following. The Developer may require that modifications be made to plans and specifications in order to comply with guidelines or to take advantage of unique lot characteristics. The lot purchaser shall provide a compliance deposit to be held in trust by the Developer in the amount of \$5,000 or \$1,000 if the purchaser has retained one of the Developers "designated builders" to construct the dwelling. The purpose of the compliance deposit is to ensure house construction is consistent with the architectural design guidelines and site standards and is refundable to the house purchaser subject to Section 3. 13 herein.

The Purchaser may provide alternative details and solutions to those presented within the guidelines, provided that these alternatives comply with the overall objectives of the guidelines and that a high level of quality is maintained throughout.

1.0 GENERAL REQUIREMENT

The Purchaser shall comply with all by-laws of the City of Winnipeg respecting zoning and use of the lot(s) and all applicable zoning and development agreements between the City of Winnipeg and the Developer.

2.0 SITE DEVELOPMENT STANDARDS

2.1 GENERAL STANDARDS

- A) Each driveway approach from the street to each lot shall be constructed and surfaced by the purchaser with concrete, and/or interlocking bricks in accordance with the standards and requirements of the Private Approach By-Law of the City of Winnipeg on or before the date of occupancy of the dwelling or alternately extend the completion for six months or such other period as may be approved by the Developer, in the event the date of occupancy occurs during the winter months.
- B) No excavation shall remain on the land except for the purpose of building on the same or for the improvement of the gardens and grounds thereof.
- C) No building waste or other material of any kind shall be dumped or stored on the land except clean earth for the purpose of leveling in connection with the construction of a building thereon or the immediate improvement of the grounds. The Developer may approve temporary storage of building waste in an approved container prior to removal from site.
- D) Grading of each lot and the adjoining boulevard fronting and flanking each lot must be completed by the Purchaser in accordance with the site elevations and grading

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requirements provided by the Municipal Engineer before the date of occupancy of the dwelling.

- E) The Developer covenants and agrees to complete the rough grading of all lots.
- F) The Purchaser shall be responsible for completing the fine grading of the lot in accordance with the requirements and specifications provided by the Municipal Engineer.
- G) Each Purchaser of a lot is required to sod the boulevard fronting and flanking the lot as and when required by the Developer upon notice and in accordance with the requirements of the development agreement.
- H) It is recommended the house purchaser construct the house on piles if located on the river side or east of Rivergrove Drive

3.0 DWELLING TYPE AND SIZE

It is understood and agreed between the parties that the following minimum development standards and conditions shall apply to the lot(s):

3.1 DWELLING TYPE AND SIZE

- A) No dwelling, other than a single family dwelling, shall be constructed on a lot.
- B) Each single family dwelling shall have an attached garage providing a minimum of two parking spaces within said garage.
- C) Each single family dwelling constructed within RiverRidge shall have a minimum floor area of the following number of square feet as set forth in Table #1 and #2 below, unless the minimum is specifically reduced by the Developer.

TABLE NO. 1 BUILDING AREA STANDARDS

Following minimum area standards apply to all lots west of Rivergrove Drive and Lots 1 to 10 inclusive located east of Rivergrove Drive in Block 1 north side of Harmsworth Drive.

| HOUSE TYPE | HOUSE (Sq. Ft) |
|-------------|----------------------|
| Bungalow | 1,280 |
| Split Level | 1,400 on main levels |
| Bi-Level | 800 on main level |
| Two-Storey | 1,600 |

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TABLE NO. 2 BUILDING AREA STANDARDS BUILDING AREA II

Following minimum area standards apply all lots east of Rivergrove Dr excepting there-out, Lots 1 to 10 inclusive Block1 north side of Harmsworth Drive

| HOUSE TYPE | RIVER LOTS HOUSE (Sq. Ft) | NON-RIVER LOTS HOUSE (Sq. Ft) |
|-------------|------------------------------|----------------------------------|
| Bungalow | 1,600 | 1,400 |
| Split Level | 1,800 on main levels | 1,600 on main levels |
| Bi-Level | 1,200 on main level | 1,000 on main level |
| Two-Storey | 2,400 | 2,000 |

- D) All house building plans shall be approved by the Developer and at the sole discretion of the Developer, prior to the Purchaser making application for a building permit to the City of Winnipeg.
- E) No residence shall exceed two storeys in height when viewed from the street. Roof slopes of not less than 5 in 12 are encouraged. See also item 3.3 A following.

3.2 EXTERIOR FINISHES (WALLS)

- A) Permitted exterior materials include clay brick, vertical or horizontal wood or masonite siding, stucco, stone, and combinations of the above. At least 50% the front façade of dwellings located east of Rivergrove Drive shall be faced with brick or stone.
- B) On residences using stucco exterior finish, skip trowel, light or medium dash finish, and float finishes are encouraged. Swirl patterns, Munich patterns, and other "unique" finishes are to be avoided. Built-up stucco moldings and trim details are encouraged.
- C) On residences using horizontal siding, all siding lengths should be cut to suit full required length, and closure moldings to join two pieces of horizontal siding are to be avoided. Trim boards are encouraged around all window frames and are required at all corner intersections. Siding lap shall not exceed 6 inches (150 mm).
- D) On residences utilizing clay brick veneers in combination with either stucco or siding, finish colours are to be chosen to avoid colour contrasts between materials. No jumbo brick or giant bricks are permitted.
- E) Applicants are encouraged to select windows/glazing solutions which are fixed, casement or awning design, or combinations or the above, and are further encouraged to include details such as fixed muntin bars and shutters. Horizontal aluminum or vinyl sliding windows are not permitted except in basements.

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- F) Exposed foundation walls are to be finished with cement/plaster parging or better.

3.3 ROOFS

- A) All roof structures are encouraged to utilize slopes of not less than 5:12. Acceptable roof finishes include cedar shingles, cedar shakes, pine shingles, pine shakes, concrete or slate tiles.

Asphalt shingles are permitted. Flat roofs are permitted only after specific review of overall design by the Developer and may not be approved.

- B) All exposed metal flashings, vents, stacks, etc., associated with roof finish must be painted or prefinished to match adjacent roof. Only minimal exposed galvanized metal will be permitted.
- C) Applicants are encouraged to submit designs which make use of dormer windows and attic window solutions where appropriate to detail large unbroken extents of roof.

3.4 SOFFITS AND FASCIAS

- A) Perforated/ventilated aluminum are permitted. Continuous 2 inch strip venting in soffits is preferred.
- B) Fascia boards and trim are to be of aluminum or wood construction, painted/stained to be consistent with exterior colour scheme. Vinyl fascias, trim or eaves are not permitted.

3.5 CHIMNEYS

- A) Permitted materials for exterior chimney construction include clay brick, siding, stucco or stone to match house materials. Stainless steel/metal chimneys are not permitted in front or visible side yards. Metal chimney accessories (rainhats, spark arrester screens, etc.) should be either painted or screened by approved chimney materials.
- B) The use of brick corbelling, built-up stucco moulding, and related trim is encouraged.
- C) Exposed metal-insulated chimneys are not permitted. Cantilevered chimney enclosures are to be framed to within approximately 4" from grade to avoid the appearance of a rectangular cantilever.

3.6 DRIVEWAYS AND GARAGES

- A) Permitted materials for driveway construction include interlocking pavers, concrete edging with asphalt driving surface, and cast-in-place concrete. Applicants are encouraged to develop driveway designs which utilize a border material as well as drive

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- surface material (two colours of interlocking pavers or paver border with concrete drive surface). Sidewalks should be either interlocking brick or concrete designed consistent with the driveway solution. No precast concrete slab paver sidewalks are permitted in front yards.
- B) Garages which extend forward from the principal building elevation should be designed to accommodate front access or side access. Garage elevations are to be developed with same/similar materials as the remainder of the principal elevation, and applicants are encouraged to locate windows and pedestrian doors in this elevation where appropriate.
 - C) Garage roofs are subject to the same guidelines as the residence roof.
 - D) Garage doors are to be painted or stained to be complementary to the exterior colour scheme. Garage doors should utilize sufficient panels and trims to avoid the appearance of solid sectional industrial overhead doors.
 - E) Hip roof conditions above garage doors are encouraged. Dimension between head of garage door and underside roof overhang/soffits should be set at (approximately) 12 inches, but should not exceed (approximately) 30 inches.
 - F) No carports are permitted.

3.7 EXTERIOR COLOURS

- A) All exterior materials and related colours are subject to review by the Developer and specific samples and colour chips may be requested and kept to confirm compliance with approved colour schemes on site.
- B) Preference will be given to colour schemes which are complementary in trim and detail colours against wall and veneer colours with relatively low contrast values. All colours are reviewed site by site.
- C) Colour schemes of exterior elevations must be submitted for approval. Applicants are encouraged to select colour ranges in lighter to middle ranges of grey tones and earth tones. High contrast colour schemes are discouraged.
- D) Previously approved neighbouring residences will be considered as an important factor in colour scheme approvals.

3.8 REPETITION OF PLANS AND ELEVATIONS

- A) The Developer will not approve the same package of house plans/exterior elevations/colour scheme within an (approximate) 6 lot radius on either side of the street unless, at the sole discretion of the Developer, specific siting circumstances warrant such repetition.

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3.9 MISCELLANEOUS RESTRICTIONS

- A) Satellite dishes, if erected on individual lots, if over 24" in diameter, must be sited completely within the rear portion of the lot and be screened from public view from streets and parks.
- B) Recreational vehicles, trailers, boats, and commercial vehicles cannot be stored in the front yard or driveway of any property between the building line and the curb.
- C) Free-standing garden/utility sheds, if constructed, must be located only in the rear of the lot and must be consistent with the exterior materials and colour schemes for the principal residence. Prefabricated metal/vinyl construction pre-packages are discouraged.
- D) Building yard setbacks will be as applied under the R1-4 Single Family Zoning District standards as designated by the City and applied to all lots.

3.10 FENCING

- A) Fences are permitted in accordance with the R1-4 Single Family Zoning District. No fencing shall exceed 6'6". Where a purchaser elects to construct a fence, it shall be in accordance with the type and specifications outlined below unless otherwise approved in writing by the Developer's Landscape Architects:

MATERIALS

Lumber

- a) Posts: 140 mm x 140 mm No. 1 Construction Grade Fir shall be vacuum pressure impregnated in accordance with CSA 080.1 to an average net retention of 6.4 kg/cubic meter Wolman Cedartone CSA preservation cubic feet of timber.
- b) Stringers, Boards, Caps and other Lumber: Shall be No. 1 Construction Grade Spruce which has been vacuum pressure impregnated in accordance with CSA 080.1 to an average net retention of 6.4 kg/cubic meter Wolman Cedartone CSA preservation cubic foot of timber.
- c) All lumber shall be straight, sound, and free of splits, warps, cracks, large knots and other defects.
- d) Exposed end cuts of timber shall be given two coats Wolman Cedartone End Cut Preservative prior to installation.

Fastenings

Fastenings shall be galvanized fasteners of suitable lengths, sizes, types and shapes to ensure structural stability of the finished product.

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Granular Backfill

Granular backfill around fence posts shall be 19 mm crushed limestone compacted in lifts of not more than 150 mm. Crushed limestone to be mounded at the base of post to ensure positive drainage away from post.

INSTALLATION

- a) Cut lumber square and accurately, and attach securely.
- b) Excavate sub-grade to depths and elevations as detailed.
- c) Ensure posts are set straight, plumb, and securely set in the compacted granular backfill.
- d) Touch up all cuts and bruises with specified end cut preservative.
- e) Backfill and finish grade around fence structure.

3.11 PLANT MATERIALS AND LANDSCAPE ARCHITECTURE

- A) A complete landscaping plan must be submitted for review/approval by the Developer. Landscaping solutions must include, at a minimum:
 - sod/plant/shrubbery solutions for front yard
 - sod in each side yard
 - sod solutions for rear yard
 - tree location information
- B) No wood decks/patios are permitted in front yards, but may be approved if covered by a roof and are an integral part of the design.
- C) All swimming pools, decks, patios, and related hard-surface landscape architecture must be located in the rear or side yard portion of each lot and must be screened from public view from street side.

3.12 DESIGN REVIEW PROCEDURES

In addition to the review/approval/permit process enforced by the City of Winnipeg, the applicant is required to comply with the RiverRidge Architectural Control Guidelines and to submit plans and exterior elevations along with an "Application for House Plan and Siting Approval". The Developer undertakes to complete the review of builder's application within 48 hours of submission, provided all required plans and elevations are submitted.

- A) The guidelines contained within this document shall in no way limit the legal liability of the applicant or his agent with respect to any act, statute, or bylaw.

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- B) The issuance of an approval, grade slip, or provision of other information by the Developer or their agents shall in no way limit the legal liability of the applicant or his agent in respect to any act statute, building code, or bylaw.
- C) In all cases approved houses shall take precedence over subsequent applications.
- D) It is a condition of these guidelines that each house receive formal house design and plot plan approval from the Developer. Grade slips will not be released until such approval has been granted.
- E) While not mandatory, it is strongly recommended that preliminary approval be obtained for the basic design of the house before detailed plans are prepared. It should be remembered that houses approved prior to an application being made may well dictate or limit the type of house to be developed on a particular lot. Applicants are advised to contact the Developer to determine the extent of any design restrictions which may be applied to their lot(s).
- F) No building permit shall be applied for before final approval and the release of the grade slip by the Developer.
- G) The approval submission shall consist of the following: two complete sets of house plans, elevations and sections, two plot plans, two completed application forms, and material samples (if required).
- H) The complete set of house plans, elevations and sections, shall be to a scale of 1/4 inch = 1 foot or 1:50 metric and shall be sufficient to show all elevations with proposed finishes, plans at all levels including the basement, and at least one section sufficient to illustrate the arrangement of levels within the house, and any unusual structural systems.
- I) Plot plans will be to a scale of 1 inch = 10 feet or 1:200 metric. They shall clearly indicate the basement outline; any projections should be shown by a dotted outline. The front and rear entry positions and their grades should be clearly indicated. The plot plan should clearly indicate the finished landscape grade at each corner of the building as well as those adjacent to any unusual indentations within an elevation. The plot plan should also indicate all pathways so that their relative locations may be ascertained.
- J) It shall be the applicant's obligation to provide samples of specified materials if so requested by the Developer.
- K) Approval submissions shall be delivered to the offices of Lombard North Group, 505 - 93 Lombard Avenue, Winnipeg, Manitoba. Submissions will be evaluated by the Project Planners within two (2) working days or less.
- L) Where a submission has not been approved within five working days of its receipt, it should be deemed to be refused unless consultations are taking place between the applicant and the representative of the Developer with regard to changes or modifications, etc.

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3.13 COMPLIANCE REFUND PROCEDURES

- A) The Developer may, from time to time, carry out on-site observations of construction to confirm compliance with the design guidelines and approved grades.
- B) Upon advice from the builder/applicant of the completion of the construction, a final inspection will be carried out by the Developer to confirm compliance. All seasonal work must be completed prior to this inspection.
- C) Following the receipt of the final inspection form, a calculation of refund will be made, or a list of deficiencies to be completed will be provided to the builder/applicant prior to release of compliance refund.

Design Guidelines and Site Standards Prepared for RiverRidge by;

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