

APPENDIX “B”**TIELMANN DEVELOPMENTS
DESIGN CONTROL STANDARDS****1. 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.

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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. DESIGN STANDARD

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 homes that add value to each other and to the community of East St. Paul.

2.1.1 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. 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) Minimum house width shall be 60 feet.
- e) 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.

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2.2.4 Rear yards shall be minimum 25 feet. 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.

3. Minimum Floor Areas

2.31 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.

Garage, 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 1,700 square feet

Split-level – minimum area of house 2,200 square feet

Two-storey- minimum area of house 2,200 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.

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 monument on the property, to be maintained by the Purchaser. Placement of any corner monument 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

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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.

2.6 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.

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 façade. 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.

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2.7.5 All fascia is to be a minimum 7 ½ inches. Dimensions of soffit and fascia to be appropriate to house style.

2.8 Roofs

2.8.1 All roof structures are to utilize a slope of not less than 7-12. Exceptions will be considered for roof slopes consistent with acceptable house styles. Flat roof designs may be permitted with developers approval. Acceptable roof finished 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.

2.9.2 Permitted materials for driveway construction include interlocking pavers and cast-in-place concrete, gravel/limestone 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. Limestone approaches during construction of home may be required as per municipal requirements.

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.

3.0 FENCING AND LANDSCAPE ARCHITECTURE**3.1 Fencing**

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3.1.1 Fencing is permitted only in the rear yard and is to be constructed at the owner's expense.

3.1.2 Additional privacy on all lots can be achieved by planting trees and hedges.

3.1.3 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) 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 Landscaped 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 3.2.3

- Front yard and flankage landscaping to be completed within eighteen (18) months from commencement of construction.

3.2.2 Corner Lots

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In addition to the general landscaping guidelines in 3.2.1 above the homeowner is required to sold and maintain the flankage boulevard to the street curb.

3. Boulevards

Homeowner shall maintain boulevard trees on boulevard, which trees shall be installed by the Developer 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 an approved in writing by the Municipality.

4. Front Yard

No wood decks/patios are permitted in front yards.

5. 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.

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.

4.1.2 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.

4.1.3 Freestanding garden/utility sheds and or outbuildings, 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. Prefabricated metal/vinyl construction pre-packages are discouraged. Maximum size 800 sq. ft. with maximum height 4.57m (15ft).

4.1.4 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.

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4.1.5 The Developer reserves the right to refuse any plan which lacks attention to these Standards.

4.1.6 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.

4.1.7 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.

4.1.8 Nothing contained in this paragraph 4 shall be construed as imposing any liability upon the Developer fro damage resulting from structure 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.

4.1.9 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 provision 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 tot 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 garage 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

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

6.0 APPROVAL PROCESS

Step One Read Standards

Become familiar with Standards.

Step Two 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.

Step Three Submission #1

Preliminary Plan Approval

When meeting with Developer's consultant to obtain initial approval, the following should be made available:

1. Site plan – scale min 1" = 30'
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.

If Preliminary Plan meets guideline criteria it will be approved at this time. If Preliminary Plan requires modification to meet criteria a meeting will be set up with homeowner/builder to discuss required changes.

Step Four Submission #2

Final Plan Approval

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Submit three (3) complete sets of working drawings that include but are not limited to the site plan (i.e. plans sections, building details, all elevations), grading plan and a completed Architectural Approval from (see attached) indicating all colours and materials to the Developer or Design Consultant. In addition, the Purchaser will be required to submit a colour sample board that will be returned to the Purchaser, upon approval.

The Developer or its Design Consultant reserves the right to request electronic drawing files be provided in addition to the complete set or working drawings.

Step Five Final Approval

Prior to final approval, the Purchaser acknowledges that he/she shall have installed the limestone approach as required pursuant to the Development Agreement, which approach has been approved by the Developer.

Upon submission of plan to the Developer 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.

Approval of your plan will be given to you in writing, along with an approved set of plans. Once approval is given, two approve copies, together with an approval letter 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 copy for its files.

One set of plans is to be retained by the Developer. One set will be stamped “APPROVED” and will be accompanied with an approval form. Both the approved set of plans and the approval from is to be presented to the Municipality upon applying for a

building permit.

1. Pre-plotting of more than two adjacent houses shall submit one (1) copy of the composite plot plan (1”=30’) along with one (1) copy of house type drawings, i.e. plans, sections, and colour sample board, all elevations, completed application form (attached) for each house to the Developer at the address given above.
2. Application for a building permit may be made only after applicant’s completed approval form has been approved by the Developer. The approval process will require five working days for most applicants.

APPENDIX “F”

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 or your agent.

We also acknowledge that Royal LePage Prime Real Estate, *will be representing the Developer and does not represent the Purchaser(s)*

Dated this ____ day of _____, 20 ____.

Purchaser Signature Purchaser Signature

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3. 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 is prohibited.
4. 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. 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 provision of these Standards any approval executed by the Developer, the provisions of the approval shall govern.

7. 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. 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.