
A. GENERAL REQUIREMENTS

1. Homes must be constructed in accordance with the developer's plans and approvals.
2. Homes must adhere to the applicable zoning bylaw and regulations as set forth by the City of Steinbach.
3. Mobile Homes are not allowed.
4. Single family Homes shall include a double attached garage.
5. The following minimum house sizes (excluding basement, garages, porches and decks) shall apply:

Single Family

- Bungalow/Bi-Level 1,200 sq.ft.
- Two-Storey 1,600 sq.ft.

Duplex

- Bungalow/Bi-Level 1,000 sq.ft. per unit
- Two-Storey 780 sq.ft. per unit

The Developer, at their sole discretion, may permit the construction of homes with less living area if their design and appearance is compatible with other homes in this phase.

B. DESIGN REQUIREMENTS

1. Plans must be approved prior to permitting process. Electronic versions (PDF) of elevations and finished floor plans must be submitted along with a completed PARKHILL HOUSE PLAN APPROVAL FORM.
2. Colour samples and material selections may be required prior to approval being granted.
3. Homes with identical front elevations may not be permitted on adjacent lots.
4. Roof slopes shall have a minimum 5:12 slope. Roof finishes shall be asphalt or cedar shingles.
5. Front entrances shall be fully visible from the street and not obscured by garages or other projections.
6. Front porches and covered entrances are encouraged.
7. Homes on corner lots may require additional architectural details to be installed specifically on side yards.
8. Homes shall be configured in accordance with the driveway location plan.
9. Driveways, walkways and secondary parking pads shall be constructed with concrete, paving stone or asphalt within 18 months following substantial completion of dwelling.
10. Approaches shall be in accordance with city requirements, including permits.
11. All exterior colours must be approved by the developer.
12. Permitted front façade exteriors include brick, stone, stucco, wood, composite and combinations thereof.
13. If stucco is used, some level of detailing shall be incorporated, but must be approved by the developer.
14. Vinyl may be considered as a secondary material encompassing no more than 25% of the front façade.
15. No signage shall be placed on the lot without written approval by the developer.

C. CONSTRUCTION REQUIREMENTS

1. Builders and/or homeowners shall ensure that necessary permits and developer approvals are obtained prior to commencing construction.
2. Builders and/or homeowners shall familiarise themselves and comply with all provincial and municipal laws and by-laws.
3. All worksites shall be maintained in a safe and orderly condition.
4. Garbage and materials shall be gathered and placed in an enclosed structure daily and emptied on a regular basis.
5. Builders and/or homeowners shall ensure that all concrete washouts be dumped at designated areas only.
6. Builders and/or homeowners shall assume full responsibility for any damage caused to roadways, hydro or utility works, surveyor's monuments, grade stakes or other services in the development caused by their workmen, delivery vehicles and other construction traffic.
7. Builders must ensure access is not impeded by improperly parked vehicles on roads or adjacent vacant properties without written permission from the developer or City of Steinbach.
8. Builders and/or homeowners may not perform work after sunset or prior to sunrise on the exterior of a home.
9. The purchaser covenants and agrees to initiate construction of a residential dwelling upon the lot within one (1) year of the date of possession and complete construction within two (2) years of the date of possession.
10. The purchaser agrees to landscape the lot within one year of the home being completed.
11. The purchaser agrees to give developer first right of refusal of any extra fill from construction at no cost to developer save cartage cost. If the developer waives their right to the fill the purchaser will have it removed at their expense.

D. GENERAL TERMS & CONDITIONS

1. The cost of the following municipal services shall be included in the purchase price:
 - i. sewer lines and water mains in the public right of ways;
 - ii. wastewater sewer and water connections from the street mains to at least the front property line
 - iii. public sidewalks (if any), and paved roadways;
 - iv. ornamental street lights and permanent street signs;
 - v. power, gas, telephone and cable lines to the property line.
2. The Purchase Price of the Lot shall not include the following and all of which shall be the sole cost and responsibility of the Purchaser;
 - i. The driveway approach from the paved roadway to the front Lot line;

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- ii. Connections of services from the applicable utility trench to any house constructed on the Lot;

 - iii. Grading and sodding of the boulevard from the curb of the paved roadway to the front lot line nor from the street curb to the side Lot lines;

 - iv. Revised drawings to accommodate the reverse driveway and house layout;

 - v. Costs of permitting in any fashion;
3. The purchaser will be responsible at their expense for confirming the location of any services situated within the utility trenches adjacent to or contained within the Lot, for the designing any dwelling to take into account the location of such services and for relocating any such Services if required by the Purchaser.
4. The Purchaser acknowledges covenants and agrees:
- (a) That he shall be responsible, and shall pay, for any damages to any services light standards, signs, curbs, hydrants or any other improvement on or adjacent to the Lot arising after possession date.

 - (b) Shall at its cost sod or seed the front yard of the Lot together with the boulevards front and flanking on the Lot and any area between the edge of a public sidewalk and the roadside curb adjoining or adjacent to the Lot as soon as practicable, but in any event not later than twelve (12) months following completion of construction of a dwelling on the Lot. In the event of settlement of the boulevard sodding at any time within eighteen (18) months following the date of completion of the sodding, the Purchaser shall at its cost repair such settlement and restore the boulevard sodding to its proper grade;

 - (c) Shall strictly adhere to the requirements of the Vendor in regard to driveway locations and the positioning of the dwelling in relation to the Lot lines, and to the requirements of any competent authority and all by-laws, schemes or other municipal or governmental regulations applicable to construction in the City of Steinbach;

 - (d) shall be responsible to control and initiate clean-up of litter and refuse on the Lot and adjacent lots and public thoroughfares from and after the date of this Agreement. The Purchaser shall, at no expense to the Vendor, supply , place and maintain in good and neat order a commercial refuse container sufficient to hold debris generated during construction on the Lot;

 - (e) shall ensure that the sewer Service connecting to the Lot is plugged until such time as the foundation of the dwelling on the Lot is backfilled and the roof of such dwelling has been sheathed;

 - (f) shall have replaced by a registered Manitoba Land Surveyor all survey stakes removed or damaged by the Purchaser or by its employees, subcontractors, agents, assigns or any person, firm or

corporation acting on behalf of or providing work, services or materials for the benefit of or at the request of the Purchaser.

5. The purchaser hereby accepts the Lot subject to all restrictions and covenants running with the land as at the Possession Date, and covenants to register, or cause to be registered against the title of the Lot, and easements for the installation maintenance or replacement of any Services or fencing which may be required by the Vendor or supplier of Services after the date hereof, provided, however, that such easements shall be located within the front, side or rear yards of the Lot. The Purchaser further acknowledges that there are no covenants, conditions, warranties, promises or representations whatsoever, whether expressed or implied, made by the Vendor or any of its officers, directors, employees or agents, with respect to the Lot, this Agreement or the sale and purchase contemplated hereunder, except as may be expressly set out in the Agreement.

6. The purchase and sale transaction contemplated by this Agreement shall be governed by the laws of the Province of Manitoba.

7. The Vendor shall provide a staking certificate maintained on its file, provided, however, that the Vendor shall not be held to make any representations or warranties with respect to same.

8. The Purchaser is aware GST is applicable to the purchase price.

9. Vendor reserves the right to file a caveat to ensure architectural controls, and design criteria are fulfilled in favor of the Vendors Schedule A.

10. This Schedule A is to survive closing, and forms part of the Offer to Purchase.

11. All requirements and terms and agreements shall run with the said lands if the property is resold and becomes the responsibility of the new owner.

SCHEDULE A PAGE 5 OF 6
PARKHILL PLACE - STEINBACH



Signed at _____ (AM/PM) this _____ day of _____, 20____.

Witness

Buyer

Witness

Buyer

Witness

Sincerus (Parkhill) GP Ltd.



Contact Information

Purchaser Name(s): _____
Company (If Applicable): _____
Current Street Address: _____
City: _____ Province: _____ Postal Code: _____
Phone: _____ Email: _____

Construction is planned to start: (circle one)

Immediately

1-3 Months

3-6 Months

6-12 Months

Later than 12 Months – Written Approval from Developer is required

Notes: _____

Information provided will be used for the sole purpose of communicating important information related to your purchase in Parkhill Place and will not be shared with any third party without your direct consent.

Westshield Developments Ltd.
200-584 Pembina Hwy.
Winnipeg, MB R3M 3X7