

**RESTRICTIVE COVENANT AGREEMENT** dated the 18<sup>th</sup> day of March, 1994.

FROM:

**MARINA BAY DEVELOPMENT CORPORATION**, a body corporate carrying on business in the Town of Sylvan Lake, as covenantor

IN FAVOUR OF:

**MARINA BAY DEVELOPMENT CORPORATION**, a body corporate carrying on business in the Town of Sylvan Lake, as covenantee

WHEREAS Marina Bay Development Corporation (the "Developer"), a body corporate having an office at 930, 407 Second St. SW, Calgary, Alberta, T2P 2Y3, is the registered owner of certain lands situated in the Town of Sylvan Lake, in the Province of Alberta, more particularly described in Schedule "A" attached hereto (hereinafter called the "Yacht Club Lot") subject to the encumbrances, liens, estates or interests notified by memorandum endorsed on the certificate of title thereto;

AND WHEREAS the Developer is developing a planned housing subdivision known as "Marina Bay" in Sylvan Lake and remains the owner of certain lots (the "Lots") in Marina Bay which are more particularly described in Schedule "B" attached hereto, and considers it desirable for the greater enjoyment of the Lots and useful to increase and maintain the value of the Lots to impose certain restrictions and covenants on the Lots;

AND WHEREAS the Developer intends in due course to transfer the Yacht Club Lot to the Marina Bay Homeowners Association (the "Association"), whose members are restricted (other than subscribers) to the registered owners from time to time of lots in Marina Bay;

AND WHEREAS the restrictions and covenants to be imposed are for the benefit of all future owners of the individual Lots and will protect the owner of such Lots against the improper development and use of surrounding Lots which may depreciate the value of an individual Lot and will prevent haphazard or inharmonious improvements or repairs or use of improper designs or materials;

**NOW THEREFORE** the Developer does for itself, its transferees and assigns and its successors in title to the Lots, and each of them, agree as follows:

1. The land use and building restrictions and conditions contained herein shall be deemed to be covenants running with and annexed to the Lots and shall be binding upon all of the Lots and other owners thereof from time to time and enure to the benefit of the Yacht Club Lot and the owners thereof from time to time. Such land use and building restrictions and conditions may be enforced by the owner of the Yacht Club Lot from time to time. The owner of the Yacht Club Lot from time to time may modify, amend, release or waive any of the land use and building restrictions and conditions herein contained if and to the extent the owner sees fit in its sole discretion. The board of directors of the Association may act on behalf of the Association.
2. No business or commercial use shall be made of any dwelling unit or building on any Lot.
3. No re-subdivision of any Lot shall be made.
4. The improvements to be constructed on each Lot shall initially be subject to certain architectural guidelines and controls imposed by the Developer. No initial construction shall take place on a Lot except in accordance with the Developer's architectural guidelines and controls. Upon completion of construction of improvements to a Lot in accordance with the requisite architectural guidelines, no change shall be made to the outside appearance of any improvements on a Lot (including fences and landscaping) unless consented to by the owner from time to time of the Yacht Club Lot. In particular, no expansion shall be made to an existing home, no garage, sheds or other building shall be added, no structural changes affecting the appearance of the home shall be made, no change shall be made to the original finishing materials or their application or to paint or other decorative colours and no fences shall be added.
5. No change shall be made to grades existing on completion of the initial improvements.
6. The owner of a Lot shall not commence construction upon the Lot unless and until the owner of the Lot has submitted to the owner of the Yacht Club Lot detailed plans of the home and garage (if permitted) to be constructed, including, but not limited to, location, elevations, grades, exterior appearance, finishing materials and colours, finishing grades and landscaping. The owner of a Lot shall not construct or cause or permit to be constructed any building upon such Lot other than in strict

conformity with such plans as have been approved in writing by the owner of the Yacht Club Lot and other than in accordance with the Developer's guidelines and controls.

7. No failure on the part of the owner from time to time of the Yacht Club Lot to promptly enforce fully the conditions, covenants and restrictions contained herein shall be or be deemed to be a waiver of the owner's right to enforce those conditions, covenants and restrictions.
8. For assistance to the owner from time to time of the Yacht Club Lot in determining whether to provide any requested consent, a copy of the Developer's original architectural guidelines and controls are attached hereto as Schedule "C."
9. Neither the owner of the Yacht Club Lot nor the Developer shall have any liabilities or obligations whatsoever to any owner of a Lot or any other entity whatsoever and in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, each and every owner of a Lot and all other entities hereby jointly and severally release the owner of the Yacht Club Lot and the Developer, its employees, servants, agents or independent contractors of any breach or nonperformance of any of the terms or restrictive covenants herein contained or of any failure of the owner of the Yacht Club Lot or the Developer, its employees, servants, agents or independent contractors to act in accordance with and pursuant to the terms and conditions of this restrictive covenant or for any act of negligence of the owner of the Yacht Club Lot or Developer, its employees, servants, agents or independent contractors with respect to the approval or disapproval of any plans for any building to be constructed on a Lot or with respect to any waiver, modification, variance or release by the owner of the Yacht Club Lot or the Developer of any of the terms or restrictive covenants herein contained.
10. The Lots, and each of them individually, shall be the servient tenement. The Yacht Club Lot shall be the dominant tenement.

IN WITNESS THEREOF of Marina Development Corporation as owner of the Yacht Club Lot and the Lots has caused its corporate seal to be affixed, duly attested by the hands of its proper officer in that behalf as of the day and year first above written.

**MARINA BAY DEVELOPMENT CORPORATION**

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

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

SCHEDULE "A"

**DOMINANT TENEMENT**

LOT 44  
BLOCK 3  
PLAN 892 2146

EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE "B"

**SERVIENT TENEMENT**

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 38, 39, 40, 54, 55  
ALL IN BLOCK 1  
PLAN 942 0590

EXCEPTING THEREOUT ALL MINES AND MINERALS

**SCHEDULE "C"**

**MARINA BAY**

**ARCHITECTURAL CONTROLS**

**AUGUST 16, 1993**

**(Note: See amendment approved at the 2003 AGM -  
Maintenance-Free Products that Comply with the Architectural Controls)**

# MARINA BAY

## INTRODUCTION

Marina Bay is the pre-eminent recreational/residential community in western Canada. Your decision to purchase property in this development will be rewarded by an exceptional quality of life and an asset whose value appreciates considerably as time passes.

The intent of these Architectural Controls is to develop a “character” for Marina Bay that allows a range of variety and richness to develop on individual houses while at the same time create an underlying order and cohesiveness in the entire subdivision. Adherence to these controls will ensure that your investment is protected and that Marina Bay remains the pre-eminent recreational community in western Canada.

The simple North American house forms first built in Sylvan Lake and the brilliantly colored prairie farm buildings in the area form the basic character for the houses of Marina Bay. These houses typically employed wood or log siding, often stained in intense saturated colours, with gable or hipped asphalt shingle roofs. Porches or enclosed sunrooms were also common as well as the small-paned traditional window of the period.

The colours used shall be deep greens, red, burgundies, blues and ochres. This is consistent with the earlier lake front houses and the painted prairie barns found in the region. The colour palette also complements the deep greens and blues of the water and surrounding foliage. All trim colours shall be white, again historically consistent with the area.

The water orientation of Marina Bay allows for the enriching of the architecture through references to nautical architecture, thereby the inclusion of “lighthouse” forms, porthole windows and references to the “widow’s watch” set in larger roof forms.

The front porches and narrow streets lined with canopy trees and the park areas are intended to evoke feelings of the small towns of yesterday. The architecture of the individual houses should reflect this.

## ARCHITECTURAL CONTROLS

The standards for development have been established by the Town of Sylvan Lake Land Use Bylaw and these Architectural Controls as set out by Marina Bay Development Corporation. Specific reference should be made to the Town of Sylvan Lake Bylaw requirements in all cases. Conformity with these Architectural Controls does not supersede the required Municipal approval process.

The developer and his consultants assume no responsibility for the accuracy of the information herein provided, or for any losses or damages that may be attributed to the use of this document.

### 1.0 MODIFICATION OF GUIDELINES

Adherence to these guidelines is mandatory. However, in pursuit of a high standard of design and a pleasing variety of housing styles, the Developer is prepared to relax specific guidelines to better achieve the above objectives. Since it shall be at the discretion of the Developer to determine whether an individual design offers sufficient quality to grant the relaxation of one or more of the guidelines, you are advised to consult the Developer prior to commencing detailed plans.

**Notwithstanding any statement or drawing in this document, the Developer reserves the right of final approval of the exterior design and colour and site work of all homes in Marina Bay and to alter these Architectural Controls without notice.**

### 2.0 THE LOT

The siting and size of the buildings shall conform to the requirements of the Town of Sylvan Lake’s current Land Use Bylaw. The dwellings and open spaces on each lot shall be designed and constructed to achieve a pleasant streetscape, to protect the privacy of each dwelling and to take maximum advantage of the natural characteristics of the lot such as sun angles and the relationship to the lake, the marina and the street. Siting and house layout should minimize overview and overshadowing of neighbors.

Building setbacks from the front, rear and side property lines as well as the maximum site coverage will conform to the requirements of the Town of Sylvan Lake Land Use Bylaw. As of July 1993, the front, side and rear yard setbacks are as follows:

<u>Land Use District</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
R1MB	6 m.	1.5 m.	8.5 m.
R5MB	6 m.	1.2 m.	8.5 m.

Currently lots 1 through 45 inclusive are designated R5MB and lots 46 through 50 inclusive are designated R1MB. The Developer will provide building grades information to the Purchaser of each lot to assist him in the siting of his house.

### **2.1 LOT GRADING**

Lot grading is to be consistent with the subdivision grading plan.

Retaining walls are to be avoided and replaced by slopes of landscaping. Railway or landscape ties are not permitted for any reason.

Exposed foundation walls shall not exceed a maximum height of 12 inches.

Particular attention should be paid to the provision of an adequate drainage system. No grading shall be done which causes water retention on the lot, or causes water to drain into neighboring lots.

### **2.2 LANDSCAPING**

A landscape plan for all front side and rear yards shall be submitted as part of the plan approval process. The landscape must be designed as an integral part of the house and must take into consideration the attributes of the lot, the house characteristics and the landscape and housing design of the adjoining properties.

As a minimum, the landscape plan will provide for the sodding of all yard areas and the planting of two trees, of at least 6 feet in height and 2½ inch caliper in the front yard.

### **2.3 FENCES AND HEDGES**

Front and side yards may be fenced, but no fencing will be allowed to extend into the rear yard area.

The maximum fence height shall be 3 feet. The preferred fencing style is 1x4 vertical picket; however, lattice fencing is also acceptable. Vertical boards other than 1x4 picket and all forms of horizontal fencing are not allowed. All fencing shall be painted white. Chain link fencing is not allowed.

The planting of shrubs, bushes and hedges is encouraged in all yard areas.

### **2.3 DRIVEWAY AND SIDEWALKS**

It is mandatory that prior to the final inspection each lot includes a driveway that measures a minimum length from the back of curb:

- a) 30 feet where a garage or carport is not developed;
- b) 19 feet with a garage or carport.

The driveway is to be constructed with concrete using an exposed aggregate finish.

## **3.0 THE HOUSE**

The design of the dwelling units should contain enough variety to create interest while at the same time achieving a balance harmony of forms, colours and themes.

### 3.1 MASSING AND REPETITION

House forms, heights and façade details should be coordinated with neighbouring houses to ensure a gradual transition from one type of house to another.

Abrupt changes in heights of eaves and fascias shall be avoided from house to house.

Two houses of the same plan and same elevations shall be separated by at least two other houses. The same house plan may be situated next to a similar house provided extensive changes are made to the front and rear elevations. The decision as to whether the proposed changes are adequate shall be made by the Developer at his sole discretion. These changes are necessary in order to avoid monotony in the streetscape.

Houses of the same body colour must be separated by at least one other house of a different colour.

Striking contrast between building sizes and shapes within a small area are not acceptable. The objective is to provide enough variety to create interest with a balanced unity of form, colour and themes.

### 3.2 EXTERIORS

Special attention to the exterior treatment of the house is necessary. Detailing which is important to the design's integrity is considered essential and should not be omitted.

#### 3.2.1 ROOFS

The preferred primary roof slope is 12:12. Under no circumstances will any primary roof slope be allowed that is less than 8:12. The eave of this roof must come down to the first storey level on the street elevation, at least. This arrangement is also preferred for the other elevations, but alternative proposals will be considered.

All roofs shall be covered with asphalt shingles (IKO Green).

The specific roof forms that are allowed include: gable, cottage (hipped, combination cottage and gable), dormers (with gable, bay or cottage roofs), mansard, bays and turret.

The following roof forms are not allowed: shed, low-pitched with slope less than 8:12, flat and A-frame.

Second floor areas shall generally be set within roof forms. Second floor cantilevers are not permitted, except over porches.

Roof overhangs shall extend 2 feet from the building wall. Where the roof pitch design does not facilitate this amount of overhang, it may be reduced to 18 inches. Columns may come forward to the edge of the roof such that there is no overhang between this eave and the column line.

Soffits shall be of wood, vinyl or aluminum, white in colour.

Fascias shall be of wood only, with a minimum size of 2" x 8" and white in colour.

Galvanized finish for roof stacks, flues, flashings, etc. are not allowed. These should be prefinished in a neutral colour or painted to match the roof colour. Gutters and rainwater leaders shall be white in colour. Care should be taken to achieve proper drainage away from the house and to minimize erosion at the termination of spouts by using splash pads or retractable spout extensions.

#### 3.2.2 WALLS

Siding on all elevations shall be cedar boards or Shakertown cedar shingles or a combination of the two. False front treatments and other embellishment of the front entrance shall be avoided.

Vinyl siding, aluminum siding, brick veneer and stucco will not be permitted.

Cedar board shall be a maximum size of 1x6. Larger sizes will not be permitted.

A base of approximately 1 meter in height above the main floor is preferred. The base materials shall be horizontal 1x6 bevelled siding or wood shingles.

Above the base, the siding shall be wood shingles or 1x6 tongue and groove siding.

On gable roof forms the end walls may use sunburst patterns or horizontal 1x6 bevelled siding or 1x6 vertical tongue and groove siding or a combination of these elements.

All corners, windows, doors, fascias, balustrades and lines of change of materials shall use 1x4 or 1x6 trim boards. It is a primary objective of the house designs that the trim detailing be significant, so that each house has a strong feeling of richness when viewed from the exterior. Porch balustrades, railings, window trim, wall trim, fascias, column, and sunburst patterns are all encouraged. All trim is to be coloured solid white.

**ALL PREFABRICATED FIREPLACE FLUES ARE TO BE FRAMED AND CLAD WITH WOOD SIDING. EXPOSED METAL FLUES ARE NOT ACCEPTABLE.**

Masonry chimneys are allowed. The finish shall be riverstone, artificial stone (subject to being individually approved by the Developer), cedar siding or a combination thereof that is acceptable to the Developer.

**USING THE WALL AS A DECORATIVE ELEMENT IS ENCOURAGED.**

### **3.2.3 WINDOWS AND DOORS**

Windows and doors should be designed as an integral part of the house and rich detailing is particularly recommended. Generally symmetrical shaped circle, half-circle, square or vertically rectangular windows with traditional muntin bars are acceptable. Muntin bars may be wood or plastic inserts.

Asymmetrical window forms and horizontal windows may be permitted in certain designs at the discretion of the Developer.

Wood and insulated metal doors are to be painted white. Front doors with glass and muntin bars are encouraged.

### **3.2.4 PORCHES/DECKS**

**PORCHES SHOULD BE A DOMINANT ELEMENT ON BOTH THE STREET AND WATERFRONT ELEVATIONS.** Porches encourage neighbourliness and they create a richness of detailing on the house façade.

Front and rear porches or decks may extend the entire width of the building or any lesser portion thereof, depending on individual design constraints.

The maximum depth which a deck may project in the rear yard setback area is 3.0 metres (9.84 feet).

Various column types are also encouraged:

- Full or half-height columns – round, square and tapered;
- Paired columns – round and square;
- Columns on round or square bases.

### **3.2.5 FOUNDATIONS**

Concrete walls shall not be exposed more than 1 foot above finished grade.

All exposed concrete shall be parged with a textured finish.

### **3.2.6 EXTERIOR COLOURS**

Colour schemes should be in harmony with the neighbouring houses and the overall streetscape. Repetition of identical colour schemes on adjacent houses will not be allowed.

The house body will be finished using one of the following solvent-base stain colours:

<u>COLOUR SPECIFICATION</u>	<u>Pratt &amp; Lambert #</u>	<u>General Paint #</u>
Red MB100	AK 252	Marina Red
Ochre MB200	AK 244	Marina Ochre
Green MB300	AK 248	Marina Green
Blue MB400	AK 246	Marina Blue
Burgundy MB500	AK 245	Marina Burgundy
Heritage Blue MB600	AK 247	Marina Heritage
Beige MB700	AK 251	Marina Beige

These are not generally available colours, but rather they have been specially formulated for Marina Bay.

Pratt & Lambert stains may be ordered from: Walls Alive, 1328 17 Avenue SW, Calgary, Alberta T2T OC3 Phone: 244-8931. General Paint stains may be ordered from General Paints Ltd., 3301 Gaetz Avenue, Red Deer, Alberta T4N 3Y2 Phone: 343-8264. (Editing Note: The Paint Stop, 5002 – 50 Street, Sylvan Lake, Phone: 887-2102 can supply the Marina Bay colours.)

Trim, soffits, fascia window casings, muntin bars, doors, door casings, columns, porch balustrades, deck joists, railings, sunburst patterns, gable end vents, stairs, and fencing are to be white in colour.

Asphalt shingles used as roof cover are to be IKO Green.

Decks are to be stained with Behr Moss Blue #384 or another formulation of identical colour.

### **3.2.7 EXTERIOR LIGHTING**

Recessed pot lights on front and rear porches are encouraged. In addition, if wallmounted fixtures are so desired, “Lightolier #3655 Bristol” is recommended.

### **3.3 GARAGES, CARPORTS AND TOOL SHEDS**

All house guidelines regarding form, colour and materials shall apply also to garages, carports and tool sheds.

The garage door wall may not extend more than 8 feet in front of the main front face of the house.

Additionally, since garages, carports and tool sheds are to be constructed in the front yards, care must be taken to develop an adequate degree of richness not only on the front façade, but side and rear elevations as well. Windows in side walls, trim, columns, lattices, etc. can be used to ensure that these structures remain compatible with the degree of richness developed on the front elevation of the house.

Garage doors are to be of a patterned finish and/or will have windows set into them.

Parking for recreational vehicles is prohibited in the front yard.

## **4.0 APPROVAL PROCESS**

In addition to the review and approval requirements of the Town of Sylvan Lake, the Developer has established prior supplementary design review process to ensure that the completed residence conforms with the Architectural Controls. The architectural approval process is outlined on the first page of this pamphlet.

### **4.1 EXISTING MARINA BAY HOME PLANS**

The Purchaser may choose to build one of the existing Marina Bay home designs.

If the exterior of the home design is not modified by the Purchaser, then further approval of the house plans is not required. The site plan and landscape plan, however, will still be subject to the approval process.

If any modifications are made to the existing Marina Bay home design, then the entire approval process remains in effect.

The Developer will allow the Purchaser to construct one of the existing Marina Bay home designs, on the Purchaser's lot, upon payment to the Developer of a licensing fee in the amount of \$1,000 for use of Marina Bay's copyrighted design. Six complete sets of construction plans will be given the Purchaser upon payment of this fee.

Adequacy of plans and specifications and their conformity with applicable codes and laws and the requirements of the New Home Certification Program of Alberta (if applicable) shall be the sole responsibility of the Purchaser or its contractor and the Vendor shall have no responsibility or liability by reason of its providing suggested plans and specifications or subsequently approving the Purchaser's plans.

#### **4.2 PRELIMINARY DESIGN REVIEW**

In the event the Purchaser chooses:

- a) not to build an existing Marina Bay home design; or
- b) to make modifications to an existing Marina Bay home design:

then it is recommended that the Purchaser submit a preliminary sketch of the proposed house (or modifications, as appropriate) to the Developer as early as possible in the process, so that the design may be checked for compatibility with the neighboring houses.

A preliminary meeting with the Developer is strongly recommended. This meeting will provide the Purchaser with basic design information and site-specific requirements.

#### **4.3 ARCHITECTURAL APPROVAL**

The Purchaser must make application for Architectural Approval (the "Application") before submitting plans to the Town of Sylvan Lake for a building permit.

In order to assist the Purchaser with the preparation of the house siting plan, the Developer will provide to the Purchaser the following building grades information:

- property lines
- location of services,
- existing grades at property corners,
- lowest top of footing,
- suggested finished grade,
- sanitary service invert,
- required location of driveway.

To make the Application, the following documentation is to be submitted to the Developer:

- a) The Marina Bay Application for Architectural Approval form, fully completed and signed by the Purchaser – see Appendix "A";
- b) Two copies of the house siting plan drawn at a 1:200 scale, which will identify the following;
  - finished grade elevations at the midpoint of the side property lines,
  - finished grade elevations at all house corners, garage corners, center of the garage door and the main entry to the house,
  - surface drainage pattern including the location, size and depth of swales,
  - top of footing elevation;
  - elevation of basement and garage floor slabs,
  - elevation of finished main floor,
  - outside deck elevations,
  - all exterior dimensioning of the house and garage
  - location of the house and garage from all property lines,
  - location and sizes of decks, patios, stairs and ramps,
  - slope of driveway;
- c) two sets of complete house construction drawings including plan views, elevations and sections drawn at either 1:50 scale or ¼" scale;

- d) two copies of a landscaping plan showing the accurate locations of proposed trees, shrubs, fencing and other ornamental features (this plan will include a fencing elevation detail, if applicable);
- e) an exterior finish schedule listing the material and colours on the elevations including siding, trim and corner boards, soffits, gutters, fascia boards, garage doors, roof, driveway and sidewalk.

The Application will be reviewed by the Developer to determine its adherence to the Architectural Controls. The Developer will issue an approval, rejection or list of required amendments within 5 working days. It will be a condition of the architectural approval that the Purchaser will cause his Builder to execute the Builder's Security Deposit agreement with the Developer and to provide the Developer with certified funds in the amount required by said agreement.

A marked-up set of plans shall be returned to the Purchaser by the Developer. The original application will be signed by the Purchaser at this time to certify that he has understood all requirements pertaining to this approval. The original application form and one set of marked-up plans will be kept by the Developer for future reference.

The Purchaser is reminded that in addition to complying with the requirements of these Architectural Controls, he must comply with all other regulations of regulatory bodies having jurisdiction. The Developer's approval is not to be used for construction purposes without the issuance of a building permit.

#### **4.4 PRE-CONSTRUCTION LOT INSPECTION**

Prior to proceeding with any site work or construction activities, the Purchaser is to contact the Developer and request an initial lot inspection. Any damage or deficiencies to lot and subdivision improvements will be noted. The Purchaser will not be held responsible for these items. An initial lot inspection report will be issued and a copy of this should be given by the Purchaser to his builder prior to proceeding with site work.

The Purchaser will be fully responsible for the costs of any repair work for damage not listed on the initial lot inspection report.

#### **4.5 UNFORESEEN PROBLEMS AND DISCREPANCIES**

If any potential site development problem is recognized and is related to issues concerning any of the Developer's approvals, the Developer will take no responsibility for providing an alternative solution unless notified by the Purchaser prior to any site construction work commencement.

Neither the Developer nor his consultants will be responsible for any site discrepancies. Should a retaining wall or other remedial work be required either before or after construction is complete, responsibility for costs, design and construction lies with the Purchaser.

#### **4.6 INTERIM BUILDING REVIEW**

The Developer will carry out on-site inspections during construction to ensure compliance with approved plans. Changes to the approved design must be made in writing. Changes without approval will result in a loss of a portion or all of the builder's security deposit.

Changes required by the municipality during construction must be submitted to the Developer, who may require further amendments in order to allow for municipally required changes without detriment to the overall development.

#### **4.7 FINAL BUILDING APPROVAL**

Upon completion of the house and all required landscaping, the Purchaser shall request a final inspection by the Developer.

The Builder's security/damage deposit shall be released if everything is in compliance with the approved drawings, or the Purchaser will receive a list of the deficiencies to be completed before the security/damage deposit is released.

## **5.0 OTHER IMPORTANT GUIDELINES**

### **5.1 SIGNAGE**

Both temporary and permanent signage will be coordinated and must be approved by the Developer.

### **5.2 APPEARANCE DURING CONSTRUCTION**

The Purchaser is required to keep his lot clean and orderly during construction. There will be no burning of garbage. Purchasers (or their Builders) found negligent will be back charged for cleanup carried out by the Developer.

No trees, shrubbery, lawns, fencing, building or other site improvements shall be allowed to deteriorate to the detriment of the subdivision.

## **6.0 CONSTRUCTION PROCEDURES**

The following instructions and regulations apply to all Purchasers of lots in Marina Bay, their contractors, agents or anyone acting on their behalf. This section is intended to clarify the responsibilities with regard to the prevention and repair of damage to the works installed in the subdivision. Any deviation from these procedures must be authorized in writing by the Developer.

### **6.1 SURVEY**

Iron survey pins have been installed by an Alberta Land Surveyor as required by the Land Titles Act. If it is necessary to replace a lost or damaged iron pin, it must be done by an Alberta Land Surveyor. The cost of such replacement shall be the responsibility of the Purchaser.

### **6.2 DISPOSAL OF SURPLUS MATERIAL FROM EXCAVATIONS**

Purchasers are requested to remove from the subdivision or to keep excavated materials within the confines of the lot or lots in their possession. Surplus materials shall not be dumped or disposed of within the subdivision. The Purchaser shall be responsible for the removal of any spillage or materials from any area outside of the confines of the lot.

### **6.3 OTHER CONSTRUCTION WASTE**

Packaging material and other waste materials from the construction site must be disposed of in the proper manner at an authorized landfill site outside of the subdivision area. Purchasers shall be held liable for the cost of removal of any waste materials which are found dumped within the subdivision.

### **6.4 PREVENTION OF DAMAGE AND REPAIR OF DAMAGED WORKS**

Lot Purchasers and/or their Builders shall be expected to take normal precautions to prevent damage to installed services. In particular, they shall:

- a) protect sidewalks, curbs, gutters, etc. when it is necessary for vehicles to drive across them. A simple and effective means is to construct a crossing using a sufficient depth of loose earth with ¾" plywood over to absorb shock and distribute pressure.
- b) Keep the road in front of their lot broom-clean during construction and keep any catch basin in front of the lot clear of debris and in working order at all times. Purchasers are reminded that repair of damaged services will be at their cost.

# MARINA BAY

## APPLICATION FOR ARCHITECTURAL APPROVAL

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**Purchaser:** Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: Office: \_\_\_\_\_ Other: \_\_\_\_\_ Residence: \_\_\_\_\_

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**Builder:** Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: Office: \_\_\_\_\_ Other: \_\_\_\_\_ Residence: \_\_\_\_\_

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Lot # \_\_\_\_\_ Block # \_\_\_\_\_ Plan # \_\_\_\_\_

Municipal Address: \_\_\_\_\_

House Type: \_\_\_\_\_ Size: \_\_\_\_\_

Garage: Attached \_\_\_\_\_ Detached \_\_\_\_\_ Carport \_\_\_\_\_ None \_\_\_\_\_

Primary Exterior Colour:

Red MB 100 \_\_\_\_\_ Ochre MB 200 \_\_\_\_\_ Green MB 300 \_\_\_\_\_  
Blue MB 400 \_\_\_\_\_ Burgundy MB 500 \_\_\_\_\_ Heritage Blue MB 600 \_\_\_\_\_  
Beige MB 700 \_\_\_\_\_

The following documents form a part of this application:

1. House Siting Plan (2 copies)
2. House Construction/Working Drawings (2 sets)
3. Landscaping Plan (2 copies)

The applicant acknowledges that they have executed an Agreement of Purchase and Sale with Marina Bay Development Corporation for the above mentioned lot and that they are in possession of and in agreement with the Marina Bay Architectural Controls.

Applicant's Signature Upon Submission:

\_\_\_\_\_ Name

\_\_\_\_\_ Name

The Development hereby grants approval to the Applicant for the house design as detailed in the attached plans and specifications subject to the following conditions:

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

Approved Exterior Colour: \_\_\_\_\_

Date of Approval: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Marina Bay Development Corporation

The Applicant acknowledges their obligations in regards to the above Conditions of Approval and that they are in possession of and in agreement with:

- 1. Approved House Siting Plan.
2. Approved House Construction Drawings.
3. Approved Landscaping Plan.

Applicant's Signature Upon Acceptance of Approval:

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_