

CONSTRUCTION AND DEVELOPMENT STANDARDS

PREAMBLE

Développement Foresta inc. has chosen to adopt construction and development standards to which all building owners within LEFORESTA SAINT-SAUVEUR residential project shall be obliged to adhere in order to :

- a) Protect the forest cover and ensure that buildings are located in a way that respects biodiversity and the ecosystem in place.
- b) Ensure a certain architectural uniformity and harmony in its layout.
- c) To provide a quality of life for the residents, in the image of the overall unified project.
- d) Ensure some control over the value of the real estate.

The present construction standards are an integral part of the obligations related to the acquisition of a lot in the residential project of Développement Foresta inc.

The present construction standards are a logic continuation of the regulations in force in the municipality of Saint-Sauveur and more precisely the Règlement de zonage – numéro 222-2208 as well as the Règlement relatif aux plans d'implantation et d'intégration architecturale (P.I.I.A.) for the zone HV-111/HV-112.

Where a standard specified in provincial or municipal regulations is more stringent than a standard specified in this document, the provincial or municipal standard shall take precedence.

1. BUILDING IMPLEMENTATION

- a. Any purchaser shall have to present the proposed implementation building plans and layout and its outbuildings to be constructed to Development Foresta inc. for validation and approval prior to their construction in order to ensure the conformity of the implementation of each building with the overall layout of the residential project. Acceptance of the proposed implementation by Development Foresta Inc. shall be in writing.
- b. The building and any outbuilding shall be erected at a minimum distance of fifteen (15) meters from the street, unless special permission is obtained from Development Foresta Inc.
- c. The implementation of the building shall be encouraged to have an indirect driveway in order to preserve the esthetic predominance of nature in the residential project and minimize the view of the building from the street. All lots must maintain an undeforested lateral zone of a minimum of ten (10) meters unless special authorization is given by Développement Foresta inc., and favor the privacy of other adjacent lots.
- d. All lots bordering walking trails and park areas (1-2-3-7-8-9-10-11-12-13-14-15-16-25-26-27-28-29-30-31) shall maintain a ten (10) meters non-deforested zone in the rear or side margin. Only an access path of (1.5) meters wide will be tolerated in compliance with the municipality deforestation regulations.
- e. All lots shall maintain a minimum of ten (10) meters non-deforested lateral zone unless otherwise authorized by Development Foresta Inc. and shall give preference to the privacy of other adjacent lots.
- f. All lots shall maintain a ten (10) meters non-deforested zone from the street right-of-way, unless otherwise authorized by Development Foresta Inc.
- g. Prior to obtaining a building permit from the municipality, all purchasers shall submit their construction and site plans to Development Foresta Inc. for approval. The acceptance of the plans by Development Foresta Inc. shall be in writing. This approval by Development Foresta Inc. shall not, in any way whatsoever and for any reason whatsoever, be interpreted as implying the responsibility of Development Foresta Inc. Development Foresta Inc. reserves the right to refuse any plan, house style or siding that it may consider, in its sole discretion, to be unacceptable. Notwithstanding the acceptance of the plans by Development Foresta Inc., the purchaser shall comply with the standards and requirements of the authorities having jurisdiction over said land. All drawings submitted to Development Foresta Inc. for approval must be in the following format .PDF and .DWG (AutoCAD). This review will provide guidelines for maintaining a high level of design and consistency throughout the residential development and compliance with the present construction and development standards.
- h. The purchaser agrees not to start or prepare the construction site before having obtained all necessary permits under any applicable law or regulation. Furthermore, the purchaser agrees to hold Development Foresta Inc. harmless from any claim, loss, damage, cost, lawsuit arising from or related to the purchaser's failure to comply with its commitments or the fact that the purchaser has executed or caused to be executed its work without having obtained said permits. Upon request by

Development Foresta Inc. the purchaser shall provide copies of all documents required by Development Foresta Inc. including copies of all licenses, permits and sureties of the builder as well as copies of all licenses and building permits or similar documents issued by governmental authorities concerning the land.

- i. Development Foresta Inc. reserves the right to make changes to the architectural design standards or any other aspect of this document, without notice or liability on its part, in order to allow for some evolution of the overall residential project.

2. LANDSCAPING OF THE LOT

- a) The purchaser agrees to retain as much of the existing vegetation on the land as possible and to protect the forest cover.
- b) The purchaser agrees to ensure the protection of trees and forest cover during any construction or landscaping work.
- c) The purchaser agrees to use indigenous plants in the landscaping to help preserve the existing ecosystem. To know which indigenous species to select and how to integrate them into your project, Development Foresta Inc. will be able to assist you and advise you.
- d) The deforestation area consists of the area required for the implementation of the various components of a construction project, such as: access driveway, parking lot, septic and water collection systems, main building and auxiliary buildings. A radius of five (5) meters around the main building may be deforested. For an accessory building, a radius of three (3) meters around it may be deforested.
- e) For this purpose and with the exception of normal maintenance, all deforestation of the underwood is prohibited at a distance of more than ten (10) meters from the foundation of the house and at more than five (5) meters from the outbuildings.
- f) Any purchaser shall have the deforestation plan validated and approved prior by Development Foresta Inc. The acceptance of the projected implantation by Development Foresta Inc. must be done in writing.
- g) In the case of non-conforming deforestation, the purchaser will have to perform at his own expense, the reforestation of the parcels not conforming to the present. Development Foresta Inc. reserves the right to have the reforestation work performed at the expense of the purchaser.
- h) Removal of a tree is permitted if the tree is dead, diseased or is hazardous to human safety. Replanting of a replacement tree may be required.
- i) Prefer ecological rubber coverings made from 100% recycled tires, such as ecoflex, or gravel for driveways and parking lots.
- j) The electrical entrance to any house to be built on the lot shall be underground as well as any connection to a secondary building.

- k) Fencing must be approved by Development Foresta Inc. with the exception of fencing around an in-ground pool. Fencing at the edge of the lot shall be prohibited in order to preserve the natural character of the forest cover and the overall harmony of the development.

3. WORK SUPERVISION

- a) The purchaser shall notify Development Foresta Inc. in writing five (5) days prior to the start of construction.
- b) It is agreed that representatives of Development Foresta Inc. shall have the right, upon five (5) days prior written notice to the purchaser, to enter upon the purchaser's property where any construction or development work is in progress for the purpose of inspecting the said work and ensuring compliance herewith.

4. GENERAL USE RESTRICTIONS

- a) The purchaser shall not, at any time, leave any object of construction, junk or rubbish in view, except during the periods of construction or renovation of the building or its outbuilding.
- b) Any fence, garage or addition to a house already built or in the process of being built must be accepted by Development Foresta Inc. under the same terms and conditions as those mentioned in section 1 above. They must be located outside the non-deforested rear and side margins mentioned in section 1d and 1e above.
- c) Clotheslines and other equipment used to dry laundry outside of the building are prohibited on the Development Foresta Inc. development, as well as temporary carports and entrance tempos.
- d) Only in-ground pools and spas are permitted, favoring their integration with the building and the natural environment.
- e) The use of the land or buildings which may be erected thereon as a farm or place for the keeping of animals, including but not limited to, hen houses, kennels, barns or stables is strictly prohibited.
- f) Dogs must be kept on a leash at all times within the residential project of Development Foresta Inc.
- g) All garages, outdoor sheds or garbage, recycling or composting boxes must be harmonized with the architecture of the main building AND/OR stored in a structure covered with the same coverings and colors as the main building in order to ensure visual homogeneity.

5. MOVEMENT RESTRICTION

- a) The use of recreational vehicles such as snowmobiles, motorcycles, mini-motorbikes, motocross, or any other type of vehicle with a noisy two (2) stroke engine is prohibited throughout the residential project of Development Foresta Inc.

6. CONSTRUCTION MATERIALS

- a) Only wood, stone, brick, concrete as well as partially metallic or steel coating are permitted as exterior building materials. Secondary finishing materials should be used for accenting purposes only and their proportions should be consistent with the overall architecture. We favor the dominance of wood covering.
- b) Prefer flat roofs with a white membrane.
- c) Windows, doors and garage doors must be of a color (identical on all four sides) that harmonizes with the exterior finishing materials. White is not permitted. The color of these elements may also be used for contrast purposes but must be approved by Development Foresta Inc.
- d) Only materials with colors and shapes that blend well with the style of the building shall be chosen and used with the approval of Foresta Development Inc. Such approval being at the sole discretion of Development Foresta Inc. and not to be construed as implying, in any way whatsoever and in any capacity whatsoever, the responsibility of Development Foresta Inc.
- e) All house construction shall have a minimum living area of one thousand eight hundred (1800) square feet excluding the garage.
- f) For esthetic reasons, the front wall of the foundation shall not exceed eighteen (18) inches above the ground, and landscaping shall be provided to make it as unobtrusive as possible.
- g) If retaining walls are required, they may be made of natural stone or other materials but must be approved prior to installation by Development Foresta Inc.
- h) Exterior lighting shall be restricted to the architectural elements of said residence or landscaping elements. Development Foresta Inc. reserves the right to have any lighting deemed non-compliant modified.

7. PARKING AND STORAGE

- a) Only personal vehicles may be parked on the purchaser's property. No recreational vehicle (including but not limited to any motorized vehicle, trailer, tent-trailer or other) may be parked on the purchaser's property. The storage, warehousing or stockpiling of materials of any kind is also prohibited on said land.

8. CONSTRUCTION DEADLINE AND EXTERIOR FINISHING

- a) The purchaser shall complete the exterior siding of the building, each of its outbuildings and the landscaping of the lot no later than twelve (12) months from the date of the first excavation or construction on the lot.

9. COMMITMENTS OF THE BUYER

- a) Land sold and not yet under construction must remain in its natural state and free of facilities of any kind, construction materials and solid waste.
- b) The purchaser releases hereby Development Foresta inc., its administrators, representatives and having rights of any complaint, request, loss, damage, expenses and continuation resulting from or being related to the failure of the purchaser or any neighbor of the purchaser to respect one or the other of the stipulated terms and this, without releasing the purchaser from its own obligation to comply with the terms and conditions to which it has committed.
- c) The purchase of land commits the purchaser by notarial act to construct a house on the land and to complete at least the exterior (house and landscaping) within a specified period. The purchaser shall ensure that the construction of the residential building on the land shall begin no later than twenty-four (24) months after the purchase and that such construction shall be fully completed within twelve (12) months after the beginning of the construction or within a reasonable time.

10. NUISANCES

- a) It is agreed that the representatives of Development Foresta Inc. shall have the right, upon five (5) days prior written notice to the purchaser, to enter upon the property of the purchaser where any structure and/or nuisance shall have been erected or maintained in violation of any of the terms hereof and shall have the right to remove, at the expense of the purchaser, such structure and/or nuisance without liability or possibility of recourse whatsoever against Development Foresta Inc. as a result of such intervention.

11. RESPECT AND FULFILLMENT OF THE TERMS

- a) All easements and special terms relating to this sale shall be fully respected and assumed by any subsequent purchaser or owner and shall form an integral part of the title to the property hereby sold and shall not be canceled in the event of resale or alienation of the said property; any subsequent purchaser having to consent to, comply with, and personally assume the said obligations and fulfill the terms and conditions listed above.
- b) In the event of failure of the purchaser to comply with any of the terms and conditions hereof and in particular to comply with each of the stipulated clauses, the purchaser shall pay to Development Foresta Inc., as liquidated damages, the sum of four hundred dollars (\$400.00) for each month of violation of this agreement, and Development Foresta Inc. may, by injunction, obtain the immediate cessation of any violation of this agreement. These remedies of Development Foresta Inc. are cumulative and not alternative.

12. ABSENCE OF WAIVER OF RIGHTS

- a) Any failure or delay by Development Foresta Inc. in exercising any right hereunder shall not constitute a waiver or reversal of such right. No single or partial exercise of such right shall preclude any further or other exercise of such right, or the exercise of any other right. No waiver of any such right shall be binding unless in writing signed by the party waiving such right. No waiver of any right shall be deemed a waiver of any other right hereunder.

13. INDEPENDENT ARRANGEMENTS

- a) In the event that any portion thereof or of any amendment or addendum hereto shall be deemed illegal, void or of no force and effect, the remaining portions hereof shall remain in full force and effect. If any term or condition hereof conflicts with any applicable statute or rule of law, such term or condition shall be deemed to be of no force and effect to the extent that it conflicts with such statute or rule of law, and shall be deemed to have been amended to conform to such statute or rule of law.

14. FIRST RIGHT OF REFUSAL

- a) If the purchaser decides to sell or otherwise dispose of the property currently sold, Development Foresta Inc. shall have the preference to purchase it before any other person, on the condition that no building is erected. Consequently, the purchaser undertakes to advise Development Foresta Inc. in writing of any offer that may be made to him or that he may make himself by sending him a copy of such offer. Development Foresta Inc. will have a period of ten (10) days from the receipt of this notice to inform the buyer of its intention to purchase the property at the same price as that stated in the present offer to purchase. Should Development Foresta Inc. fail to inform the purchaser within the aforementioned period and in the aforementioned manner of its intention to avail itself of this right to purchase, the purchaser shall have the right to proceed with the offer in question.

15. IRREVOCABLE MANDATE

- a) The purchaser hereby appoints Development Foresta Inc. as his special mandatary, subrogating and substituting him in all his rights relating to the signing of any document concerning the negotiation, execution, modification, signing and creation of any public utility easement with Bell, Hydro Quebec, any cable company or development with the competent authorities, municipal or other, on one or more parts located along the front, back and/or side lines of the sold land. Furthermore, the purchaser promises to ratify as he ratifies hereby all acts performed by his mandatary in the present mandate and this, at the time of the signature of any legal act concerning the property presently sold.

16. FINAL CLAUSES

- a) The purchaser agrees to include these terms in the act of sale in the form of real and perpetual easements.
- b) The buyer acknowledges having read and accepted these terms.