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## RESTRICTIVE COVENANTS - PINNACLE RIDGE PHASE 1B

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### PLAN NUMBER # 002-4264

#### DWELLING

**TYPE:** The said lands shall be used for the construction on each lot of a single detached residential dwelling only (hereinafter referred to as "the residence") and no attached, semi-detached, duplex or apartment shall be constructed on any of the said lands;

#### CONSTRUCTION

**STANDARD:** Any residence shall be of new construction and shall be built to standards and designs approved by the developer. Additionally, the developer shall approve the plot plan for any construction;

In addition to the design controls in paragraph 2, the residence shall be constructed to the requirements set out in this covenant;

#### EXTERIOR

**WALL FINISH:** Only wood, aluminium or vinyl siding, stucco, hardboard, brick, natural stone or cultured stone shall be utilized as exterior wall finishes.

The following exterior materials only are to be used:  
Roofs – Mirage; Colour - Mosaic.

#### DESIGN

**CREATIVITY:** Each house must have a minimum of 15% brick or stonework on the front facade or alternately, must display design creativity which offsets the need for brick or stone.

#### ROOF SLOPES:

All roof slopes shall be a minimum rise of five (5) feet for each twelve (12) feet of run, including garages.

#### FIREPLACES:

Where a fireplace is installed, there shall be no exposed chimney pipe on the exterior of the residence, except above the roof line;

#### HOUSE SIZE:

The following liveable floor area requirements shall apply through the neighborhood on all single family lots.

Bungalow	950 sq. ft.
Bi-level	950 sq. ft.
Split-level	950 sq. ft.
Two-storey	1400 s.q. ft. total.

All square footage minimums are measured at the main level except two-storey which includes second storey.

#### GARAGES:

All residences must have an attached double car garage, with the exception of Lots 1 through 9 inclusive in Block 4, and Lots 21 through 26 inclusive in Block 2, where these residences must have an attached or detached garage at the rear of the residence;

**DRIVEWAY:** Concurrent with the construction of the dwelling, a concrete, cobblestone or interlocking brick, asphalt or other finished driveway beyond the gravel level shall be constructed. In the case of Lots 1 through 9 inclusive in Block 4 and Lots 21 through 26 inclusive, in Block 2 where residences with garages to the rear are required to have all off street parking to the rear.

**SIDEWALKS:** Concurrent with the construction of the dwelling, an entry sidewalk from either the front street or driveway shall be constructed of cobblestone, interlocking brick or poured concrete;

**LANDSCAPING:** Within twelve (12) months of occupancy, all front yards shall be seeded or sodden to lawn grass, except for those portions used in other decorative landscaping techniques, such as flower beds or shrubs. All lawns must be completed to the front street curb. On corner lots, the homeowner is required to sod / landscape to the side curb and maintain the area. One 50mm (thick) tree will be planted by the developer and maintained by the homeowner.

**RV'S AND**

**MOTORHOMES:** RV's and motor homes are not allowed to park on the street or on driveways in front of the house for longer than 24 hours.

**MODULAR OR**

**MOBILE HOMES:** No modular or mobile home shall be parked or moved onto the said lands;

**NON-OPERATIVE**

**VEHICLES:** Non-operative motor vehicles, waste, garbage or rubbish shall not be stored or placed on any lot nor shall anything be done which may be a nuisance or annoyance to neighbouring properties;

**ACCESSORY**

**BUILDINGS:** No accessory buildings, except garages, shall be located in the front yards. All accessory buildings should be finished in the same exterior materials and colours as the residence;

**PETS:**

No birds or animals shall be kept on the said lands except dogs, cats and birds as household pets;

**SIGNS:**

No signs or advertising material of any kind shall be placed or erected on a lot, except:

- a) one sign on each lot of not more than five (5) sq. ft. advertising the property for sale or rent;
- b) signs used by a building contractor during construction;
- c) any personal name plate on each lot not more than two (2) sq. ft. denoting the owner's name and address only;

**LOT**

**MAINTENANCE:** Should any lot herein not be built upon, the owner shall thereafter until built on, keep the same in good repair and weed free;

**COMPLETION**

**PERIOD:**

Any exterior construction on the residence, property improvements or any deck or fence construction in the yard, shall be completed within nine (9) months from the date of commencement. Upon completion, the property shall be cleaned up so as not to constitute a nuisance or annoyance to neighbouring properties;

**SOIL**

**CONDITIONS:**

All lots inclusive to the above description shall be aware that the soil conditions in this area varies considerable from lot to lot. The owner shall satisfy himself either through personal investigation or through the assistance of a geotechnical consultant that the footing size, water intrusion and any other geotechnical concern that may arise due to the construction of homes or any other building, is properly investigated and dealt with prior to the purchase of the lot. The developer of the land shall not be held legally responsible for any geotechnical problems that may arise because of variable soil conditions.

**BREACH OF**

**COVENANTS:**

Should any owner of any lot breach any of the covenants herein, then any other owner, adjoining or otherwise of any of the lands in Schedule 'A', may proceed in law against the offending owner to enforce these covenants, provided however, that no obligation, action or claim lies against the developer other than as a registered owner in the event of such breach. This covenant shall constitute an absolute defence to claim or action against the developer;

**FENCING:**

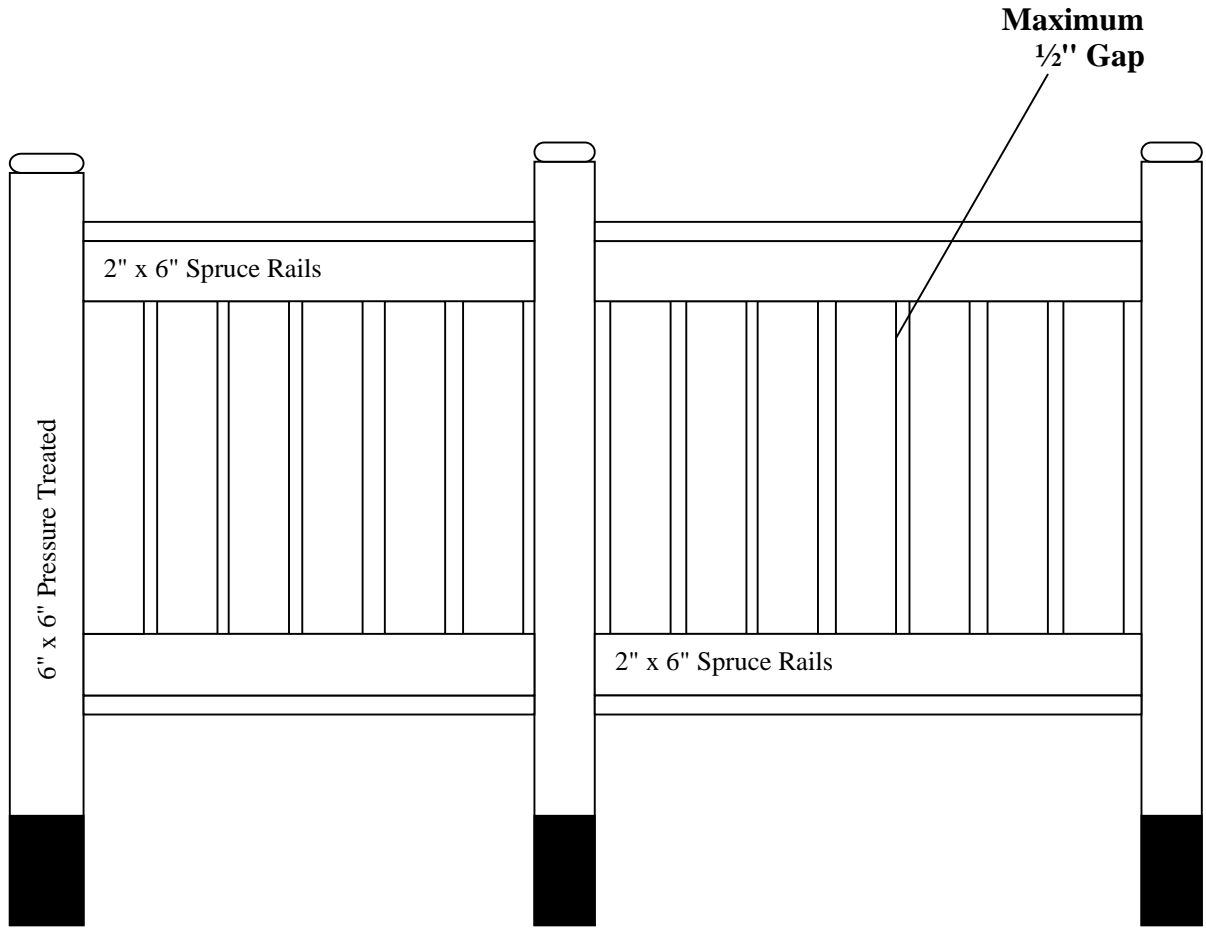
Any fence erected on the lands shall be no more than six (6) feet in height and shall be of chainlink construction or alternately, of wooden construction following the general specifications set out in Appendix "A" hereto. No fence shall protrude or be constructed closer to the roadway than the front of the residence. Masonry posts to match existing house masonry are acceptable.

Any fence color shall be consistent with the color utilized by the developer on fencing erected by the developer at the rear of Blocks 2 and 3 and on the North quarter section line.

Lots 7 and 21, Block 2, shall have a wood fence constructed at the side by the developer and Lots 12 through 19 inclusive, Block 3, shall have a wood fence constructed at rear by the developer. This fence cannot be removed or obstructed by another fence. The fence must be maintained to good quality standards, including using only the original stain named "Monteray Grey". Original grade at the rear as established by developer must not be changed by Grantee.

The declared purpose of this covenant is to insure the lands are brought into development as a quality community and are aimed at protecting the value of the investment made therein and for that purpose are reasonable;

**APPENDIX "B"**



10" Diameter x 4'0" Concrete Piles (Typical)  
1" x 6" Spruce Boards

