
RESTRICTIVE COVENANTS - PINNACLE RIDGE PHASE 1D

PLAN NUMBER 022-7249

DWELLING

TYPE:

The said lots shall be used for the construction on each lot of a single detached residential dwelling only (hereinafter referred to as “the residence”).

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.

EXTERIOR

WALL FINISH:

Only wood, aluminum or vinyl siding, stucco, hardboard, brick, natural stone or cultured stone shall be utilized as exterior wall finishes and trim materials.

DESIGN

CREATIVITY:

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

ROOFING

MATERIALS:

Asphalt shingles are required. Manufacturer is IBO. Color is “ Shale stone”.

ROOF SLOPES:

All roof slopes shall be a minimum rise of five (5) feet for each twelve (12) feet on 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;

SPECIAL

MATERIALS:

Lots 6 thru 13 inclusively, of Block 5, shall have muttin bars in rear facing windows (windows visible from the park) and rear decks on those same lots shall have glass inserts and prefinished metal railings.

HOUSE SIZE:

Maximum site coverage shall conform to The City of Grande Prairie requirements. Minimum total floor areas shall be:

	Mandatory Garage Lots:	Garage Optional Lots:
Bungalow	900 sq ft. (on main Floor)	850 sq. ft. (on main level)
Bi-level	900 sq. ft. (on main floor)	850 sq. ft. (on main level)
Split-Level	950 sq. ft. (on main floor)	850 sq. ft. (main plus upper level)
2-Storey	1,300 sq. ft. (total)	1200 sq. ft. (total)

At the discretion of the Architectural Coordinator acting reasonably, the minimum square footage may be reduced by 50 sq. ft. if the entire building pocket frontage is utilized and massing is superior.

GARAGES:

Attached double garages are required at all residences. Garages are to be finished with similar design and materials to the house.

Exceptions to this are as follows:

- (a) Lots 10 and 11, of Block 4, and Lots 68 and 69, of Block 2, where a rear attached or detached garage with lane access is required and must be constructed simultaneously with the house.
- (b) Lots 40 through 50 inclusive of Block 2; Lots 1 through 17 inclusive of Block 6, where a garage is optional and must be detached and located at the rear of the property with lane access.
- (c) Lots 18 through 21 inclusive; Lots 24 through 29 inclusive; and Lots 36 through 41 inclusive, of Block 6, where a garage is optional and may be front attached, or located at the rear of the property with lane access and attached or detached.

DRIVEWAY:

Where attached garages are constructed concurrent with the construction of the dwelling - a concrete, cobblestone, interlocking brick or stamped asphalt driveway beyond the gravel level shall be constructed .

On designated lots, where there is no front attached garage, driveways and parking areas are to be located at the rear of the lot with gravel parking being acceptable.

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 or precast concrete.

LANDSCAPING:

Within twelve (12) months of occupancy, all front yards shall be seeded or sodded to lawn grass, except for those portions used in other decorative landscaping techniques, such as flower beds, shrubs, and washed or tile rock. 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.

RV'S AND**MOTORHOMES:**

RV's and motor homes are not allowed to park on the street or on driveways in front of the garage 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, garage or rubbish shall not be stored or placed on any lot nor shall anything be done which may be a nuisance or annoyance to neighboring 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 colors 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.

TREES

One tree will be planted at the front of each lot by the developer on all main arterial / connector streets as required by the City of Grande Prairie. Tree selection is predetermined by the City of Grande Prairie and the Tree Contractor.

As well, a tree will be planted at the front of each lot by the Developer on all secondary streets. Tree selection is predetermined by the Developer and his contractor. The homeowner is required to maintain the tree. Trees planted on secondary streets are a one time discretionary planting by the Developer and will not be replaced.

**SOIL
CONDITIONS**

All lot owners 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 an 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 owners to enforce these covenants, provided however, that no obligations, 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 defense 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 "B" 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.

Lots 6 through 13 inclusive of Block 5, shall have a 5 ft white chainlink fence and a 36" gate at the rear of each lot adjoining the park which shall be constructed by the developer.

Fence color (Monteray Grey) shall be consistent with the color utilized by the developer on fencing constructed along the rear west property line of Lots 29 through 36 inclusive of Block 6.

Lot 21 of Block 6, shall have a 6 ft wooden fence constructed **by the** developer along the west property line.

Lots 22 and 23, and the most easterly portion of Lot 24 of Block 6, shall have a 6 ft wooden fence along the rear property line constructed by the developer.

Lots 36 through 39 inclusive of Block 2, shall have a 6 ft wood fence along the rear property line constructed by the developer.

Lot 40 of Block 2, shall have a 6 ft wood fence along the north property line constructed by the developer.

Lots 51 through 58 inclusive, and Lots 60 through 67 inclusive, of Block 2, shall have a 6 ft wooden fence at the rear of the property constructed by the developer and jointly owned by the adjacent property owners.

Lots 12 through 14 inclusive of Block 4, shall have a 6 ft wood fence along the rear property line constructed by the developer.

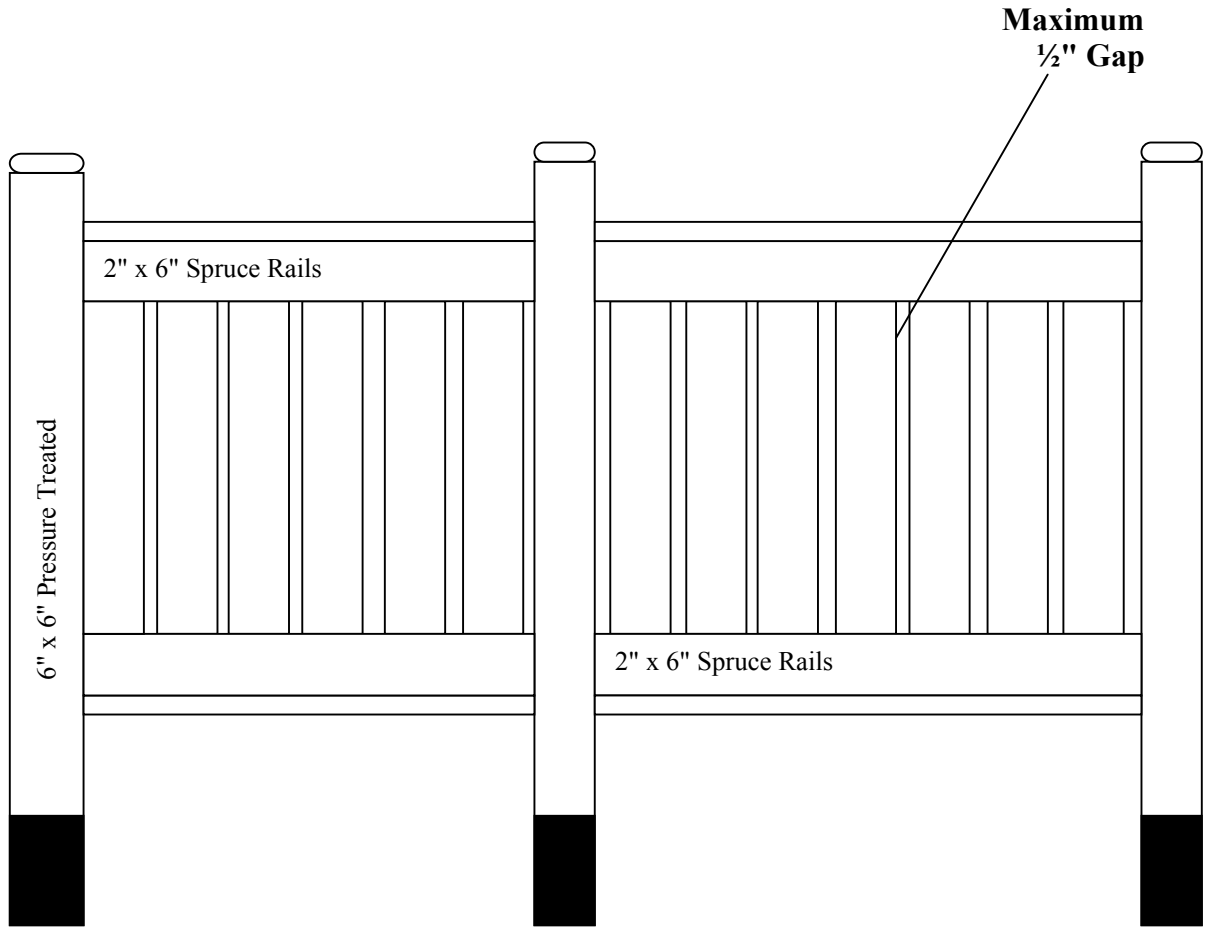
Lots 3 through 5 inclusive of Block 5, shall have a 6 ft wood fence constructed by the developer along the rear property line and jointly owned by the adjacent land owner.

Lots 14 through 16 inclusive, of Block 5, shall have a 6 ft wood fence constructed at the rear property line by the developer.

Lots 3 and 16 of Block 5; Lot 11 of Block 4; Lot 69 of Block 2; Lots 39 and 50, of Block 2; Lots 17 and 18 and Lot 41 of Block 6, shall all have a tiered wood fence along the street side starting adjacent to the front of the house and extending to the rear property line.

Fences built by the developer cannot be removed or obstructed by another fence. The homeowner is required to maintain the fence in 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.

APPENDIX "A"



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

