
RESTRICTIVE COVENANTS - PINNACLE RIDGE PHASE 1F

PLAN # 042-0568

DWELLING

TYPE: The said lots shall be used for the construction on each lot of a single 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.

EXTERIOR WALL FINISH:

Only wood, aluminum or vinyl siding, and brick shall be utilized as exterior wall finishes and trim materials.

ROOFING MATERIALS:

Asphalt shingles are required. Manufacturer is IKO. Color is “Driftwood”.

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;

HOUSE SIZE:

Maximum site coverage shall conform to The City of Grande Prairie requirements.

FRONT EXTERIOR DOOR:

Colors are selected by the Developer and can not be changed.

GARAGES:

Garages are optional and must be detached. Garages shall meet City of Grande Prairie bylaws and regulations. Exteriors, including rooflines, shall relate to the house exterior by using similar design elements, materials, detailing and colours (Garages

shall be similar to garages built by the developer on Lots 5A and 5B, Block 7, and Lots 5C and 5D, Block 7 - as per attached Schedule "B".)

DRIVEWAY:

Where garages are constructed concurrent with the construction of the dwelling an asphalt driveway beyond the gravel level shall be constructed .

Parking areas shall be located at the rear of the lot and shall be asphalt.

SIDEWALKS:

Concurrent with the construction of the dwelling, an entry sidewalk from either the front, street or driveway shall be poured concrete.

LANDSCAPING:

Within twelve (12) months of occupancy, all rear 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.

LOT GRADING

Lot owners shall conform to the building grade as set by the developer. In all cases, should grading and drainage problems occur, lot owners shall act reasonably in the interest of being a good neighbor.

**RV'S AND
MOTORHOMES:**

RV's and motor homes are not allowed to park on the street for longer than 24 hours.

**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 shall be located in the front yards, All accessory buildings should be finished in the same exterior materials and colors as the residence. **Accessory buildings size shall not exceed 100 sq. ft. in floor area and not 8 ft. in height.**

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

COMPLETION PERIOD

Any accessory building, deck, or fence construction in the yard, shall be completed within three (3) months from the date of commencement. Upon completion, the property shall be cleaned up so as not to constitute a nuisance or annoyance to neighboring properties.

TREES

One tree will be planted at the front of each lot by the developer. Tree selection is predetermined by the City of Grande Prairie and the Tree Contractor. Trees will be planted by the developer at rear of yard as per landscape plan approved by the City of Grande Prairie.

SOIL CONDITIONS

All lot owners shall be aware that the soil conditions in this area varies considerably 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 wooden construction only following the general specifications set out in Appendix "A". 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.

Fence color (Monterey Grey) shall be consistent with the color utilized by the Developer. 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.