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## RESTRICTIVE COVENANTS - PINNACLE RIDGE PHASE 3A

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### PLAN NUMBER # 052-5064

#### **DEVELOPER**

##### **APPROVAL:**

The first home on each lot shall be of new construction, shall be built with the approval of the developer to the standards and designs as set out in the architectural controls, and shall have the approval of the local authority regarding building standards and regulations.

#### **FUTURE**

##### **CONSTRUCTION:**

Future construction/renovations/improvements, in the event the developer no longer has the capacity to approve, shall be reasonably consistent with existing properties in the neighborhood and shall utilize equivalent products of the day.

#### **HOUSE SIZE:**

Minimum total floor areas shall be:

	Mandatory Garage Lots:	Garage Optional Lots:
Bungalow	900 sq. ft. (on main level)	850 sq. ft. (on main level)
Bi-Level	900 sq. ft. (on main level)	850 sq. ft. (on main level)
Split-Level	900 sq. ft. (main plus upper level)	850 sq. ft. (main plus upper level)
2-Storey	1300 sq. ft. (total)	1200 sq. ft. (total)

At the discretion of the Architectural Coordinator acting reasonably, the minimum square footage may be reduced by up to 50 sq. ft.

#### **ROOFING**

##### **MATERIALS:**

“Shalestone” asphalt shingles, manufactured by IKO are required or an equivalent product in the event “Shalestone” should no longer be available.

#### **ROOF SLOPES:**

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

#### **GARAGES:**

An attached double garage is required on all lots.

The exception is lots 1 thru 34 of Block 14, 1 thru 10 of Block 16, 1 thru 10 of Block 15, and 23 thru 46 of Block 13, where a garage is optional.

Where there is rear lane access, the garage must be located at the rear of the lot and may be attached or detached.

Where access is at the front of the lot the optional garage may be front attached or detached and at the rear of the lot.

Garages are to be finished with similar design and materials to the house.

#### **DRIVEWAY:**

All front driveways shall be constructed concurrent with the construction of the dwelling and shall be of concrete, cobblestone, interlocking brick or stamped asphalt material.

Gravel is acceptable where there is lane access and the driveway is located at the rear.

No front driveways are allowed where there is a lane at the rear of the property.

**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. Likewise a sidewalk is required in the case of laned lots from the parking pad to the rear entrance.

**REAR DECKS:** Rear Decks on Lots 45 through 70 inclusively, of Block 5, shall have glass inserts and/or prefinished metal railings.

**LANDSCAPING:** Within twelve (12) months of occupancy, all 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.

**LOT GRADING:** Lot owners shall conform to the building grade plans as designed by the project engineers. Likewise, lot owners shall not change original grade at the rear of the lot where the developer has constructed a fence. In all cases, should grading and drainage problems occur, lot owners shall act reasonably in the interest of being a good neighbour.

**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.

**ACCESSORY BUILDINGS:** Accessory buildings (excluding garages), shall not be located in the front yards. All accessory buildings should be finished in the same exterior materials and colours as the residence.

**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.

Wood fence color (Monteray Grey) shall be consistent with the color utilized on fencing constructed 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, including in case of wood fences using only the original stain named "Monteray Grey".

**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.

**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:**

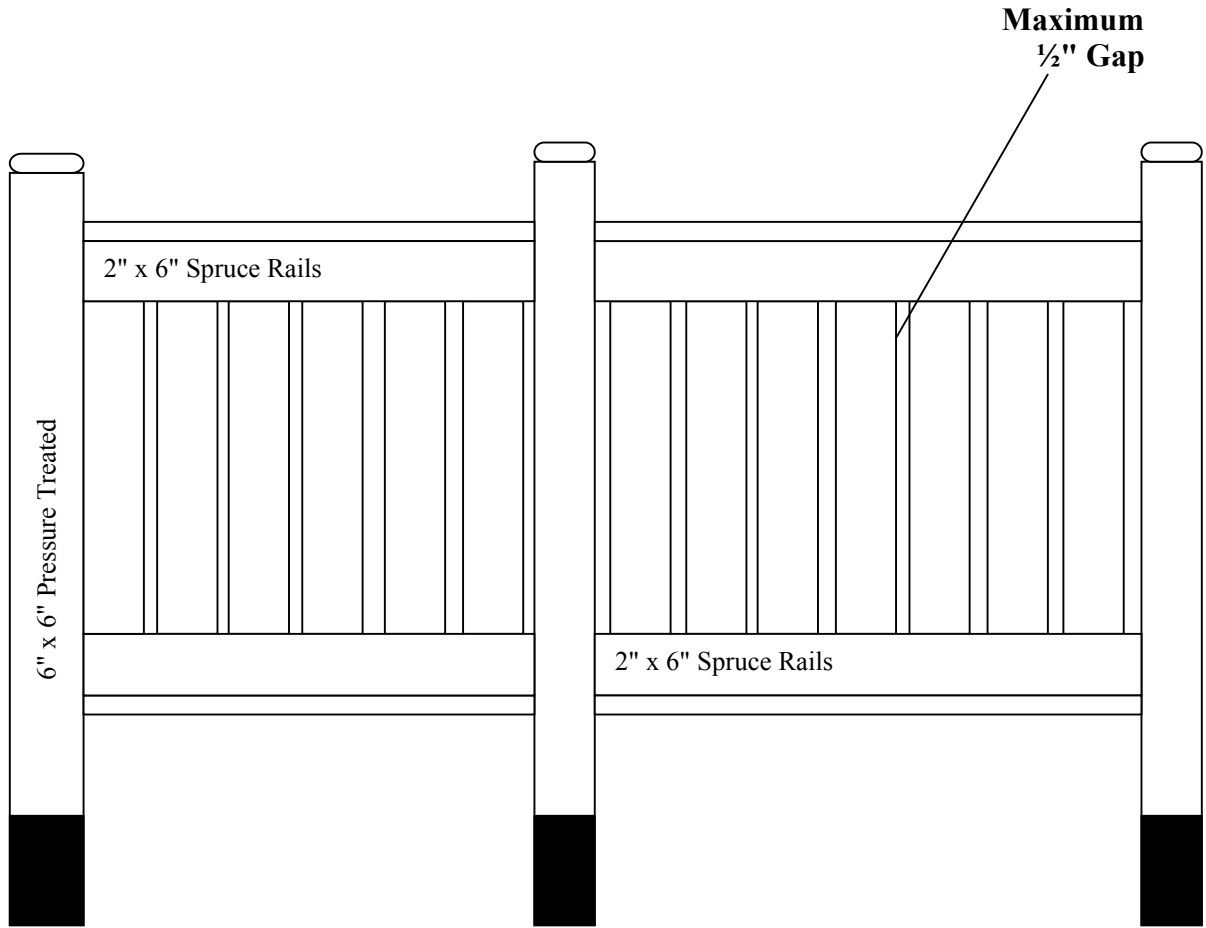
All lot owners shall be aware that the soil conditions in this area varies considerable from lot to lot. The owner shall satisfy himself either through personal investigation or through the assistance of a geotechnical consultant that the footing size, water intrusion and any other geotechnical concern 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 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.

“In the event the developer or any other landowner touched by these covenants takes legal action to enforce these covenants, the person seeking the remedy shall be entitled to costs on a solicitor-client basis. The Developer may access any land touched by this restrictive covenant to remedy any breach of this covenant and, where remedial work is performed, may charge the lands with a Builders’ Lien to secure payment.”

**APPENDIX "A"**



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

