

ROYAL OAKS
PHASE 2B/3B - PLAN# 012-3778
RESTRICTIVE COVENANT

1. The said lands shall be used for the construction on each lot of a single detached residential dwelling only (hereafter referred to as "the residence") and no attached, semi-detached, duplex or apartment shall be constructed on any of the said lands.
2. Any residence shall be of new construction and shall have the approval of the appropriate government authority prior to the commencement of construction and notwithstanding any building standards or regulations; all residential development shall be constructed to minimum living areas as follows:
 - a) bungalow – 850 square feet of inside enclosed living space;
bi-level – 850 square feet of inside enclosed living space;
split level – 850 square feet of inside enclosed living space;
 - b) two storey – 700 square feet for the main floor area with a total inside enclosed living space of 1,400 square feet.
3. All residences must have at least a single car garage full enclosed. No carports are allowed. Further no boats, motor homes, or other recreational vehicles shall be parked outside of the garage for a period in excess of twenty four hours at any one time either on the front street or in the front yard (front yard for this purpose being defined as that part of the lot between the front of the garage and the street).
4. No modular or mobile homes shall be parked or moved onto the said lands.
5. No concrete foundations shall be exposed more than 6" in front of the garage driveway or garage floor. No house foundation shall be exposed more than 18".
6. Metal chimney pipes of a fireplace shall not be exposed to the outside except above the roofline.
7. The elevation of each house and lot shall not deviate from the elevation plan prepared by GPEC Consulting Ltd. set out as Appendix "A" hereto.
8. All driveways shall be initially constructed either of concrete, interlocking blocks or stamped asphalt.
9. The front yard (defined as part of the lot between the living area of the residence and the street or avenue) of any lot shall not be fenced. For greater certainty corner lots shall not have the front yard (determined by the directional facing of the house) fenced but as with the remaining lots may fence the side and rear yards. Fencing shall be only constructed as a galvanized or plastic covered metal mesh fence or to the style and in compliance with the fence shown as set out in Appendix "B". All fencing must be treated with copper sulphate preservatives – green or stain of General Paint semi-transparent stain natural base B1Y C2Y D16 F8/gallon. No solid paint to be used on the vertical boards. The fence shall not exceed six feet in height.
10. Satellite dishes with a diameter in excess of 30" are not permitted. Satellite dishes to a diameter less than 30" are permitted in side and rear yards only.
11. No overhead wiring shall be run within any lot.
12. No storage shed shall be constructed or brought onto the lands except where the **walls are finished with the same material and colour as the finish for the house walls and the shingle roof is completed with shingles the same colour as the house.**

13. No signs shall be permitted on any lot other than builders or for sale signs not to exceed two feet by three feet in size.
14. A wooden fence, in compliance with that shown in Appendix "B", shall be constructed by the developer along the east portion of the property line of Lot 28, Lot 29 in Block 2 and the northeast portion of the property line of lot 30 in Block 2. 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.
15. The first home built on each lot shall be only constructed to a design approved by Dirham Construction Ltd. or its authorized agent. The approval by Dirham Construction Ltd. or its agent shall not relax any of the restrictions contained herein. The approval shall address in addition to general design criteria:
 - a) insuring substantially identical homes are not repeated near than five lots apart on either side of the street;
 - b) exterior finishes and colours as the neighborhood develops are complementary.
16. No lot shall be developed and built upon without sodding or seeding the front yard (defined as that part of the lot facing the street or avenue in front of an existing house of the main exterior wall excluding the garage and porch) within two months of completion of the house or occupancy thereof whichever occurs with the balance of the unbuilt portion of the lot to be sodded within six months. On corner lots, the homeowner is required to sod / landscape to the side curb and must maintain the area.
17. Should any lot herein not be built upon within one (1) year from the date of purchase the owner shall thereafter until built on keep the same in good repair and weed free to the same standards required by the City of Grande Prairie for parkland.
18. The owners of all lots covered by this Restrictive Covenant shall be aware that the soil conditions in this area vary 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.
19. The declared purpose of this covenant is to insure that 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.
20. 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 Dirham Construction Ltd. or its principles other than as a registered owner in the event of such breach. This covenant shall constitute an absolute defence in such claim or action against Dirham Construction Ltd. or its principles.