
RESTRICTIVE COVENANTS

SHAFTESBURY ESTATES

PHASE 1

PLAN #082-3399

- PURPOSE:** The objective of this Declaration is to establish a level of quality for the overall residential development. Ultimately, it protects lot owners from unattractive and offensive development on neighbouring lots and creates a collective community with appealing aesthetics that is maintained through equal efforts. The outcome of implementing this document helps increase the value and architectural appeal of the neighbourhood as a whole in order to create a cohesive community with aesthetic appeal.
- BUILDING STANDARDS:** The first home on each lot shall be of new construction, and shall have the approval of the developer.
- CITY REGULATION:** Builders and or Homeowners are responsible for compliance with all Provincial and or Municipal laws, bylaws, and regulations including home occupancy permits and compliance certificates, and note relevant plans regarding utilities and right of ways.
- CONSTRUCTION COMMENCEMENT:** Construction shall be commenced within twelve (12) months of receiving the title to the property.
- REPURCHASE:** The property is subject to repurchase by the developer at the initial price if construction has not commenced as required.
- COMPLETION PERIOD:** Exterior construction on the residence shall be completed within twelve (12) months from the date of commencement. Likewise, a property improvement such as decks, fences, and sheds shall be completed within twelve (12) months from the date work has commenced. Upon completion, the property shall be cleaned up so as not to constitute a nuisance or annoyance to neighbouring properties.
- SITING:** Siting of the home shall be based upon pre-determined driveway locations and street furniture (pedestals, streetlights, and hydrants) as set out in the Building Grade Plan. Driveway and garage locations must have approval from the developer.
- 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:
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|-------------|--------------------------------------|
| Bungalow | 1000 sq. ft. (on main level) |
| Bi-Level | 1000 sq. ft. (on main level) |
| Split-Level | 1000 sq. ft. (main plus upper level) |
| 2-Storey | 1300 sq. ft. (total) |
- GARAGES:** Garages are optional and 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 gravel base as a minimum or concrete, cobblestone, interlocking brick, or asphalt.
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 to lawn grass, or otherwise completed in other decorative landscaping techniques, such as, shrubs, bark, mulch, or tile rock. All lawns must be completed to the front street curb. ON CORNER LOTS , the Homeowner is required to 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.
ACCESSORY BUILDINGS:	Accessory buildings shall not be located in the front yard. Finish materials and colours shall be complimentary to the residence.
FENCING:	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 the case of wood fences using only the original stain named "Desert Sand" (General Paint Woodcraft Stain Solid Colour).
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.
BREACH OF COVENANTS:	<p>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.</p> <p>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.</p>