
RESTRICTIVE COVENANTS - ROYAL OAKS PHASE 5A

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 acceptable, as are cedar or pine shakes, or tile roofing.

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. Minimum total floor areas shall be:

	Mandatory Garage Lots:
Bungalow	850 sq ft. (on main Floor)
Bi-level	850 sq. ft. (on main floor)
Split-Level	850 sq. ft. (on main floor)
2-Storey	1,300 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.

FOUNDATIONS:

No concrete foundation shall be exposed more than 6 inches in front of the garage driveway or garage floor. No house foundation shall be exposed more than 18 inches.

GARAGES:

All residences must have at least a single car garage fully enclosed. No carports are allowed. Garages are to be finished with similar design and materials to the house.

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

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.

SATELLITE DISHES 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.

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;

LOT ELEVATION The elevation of each house and lot shall not deviate from the elevation plan prepared by GPEC Consulting Ltd.

**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.

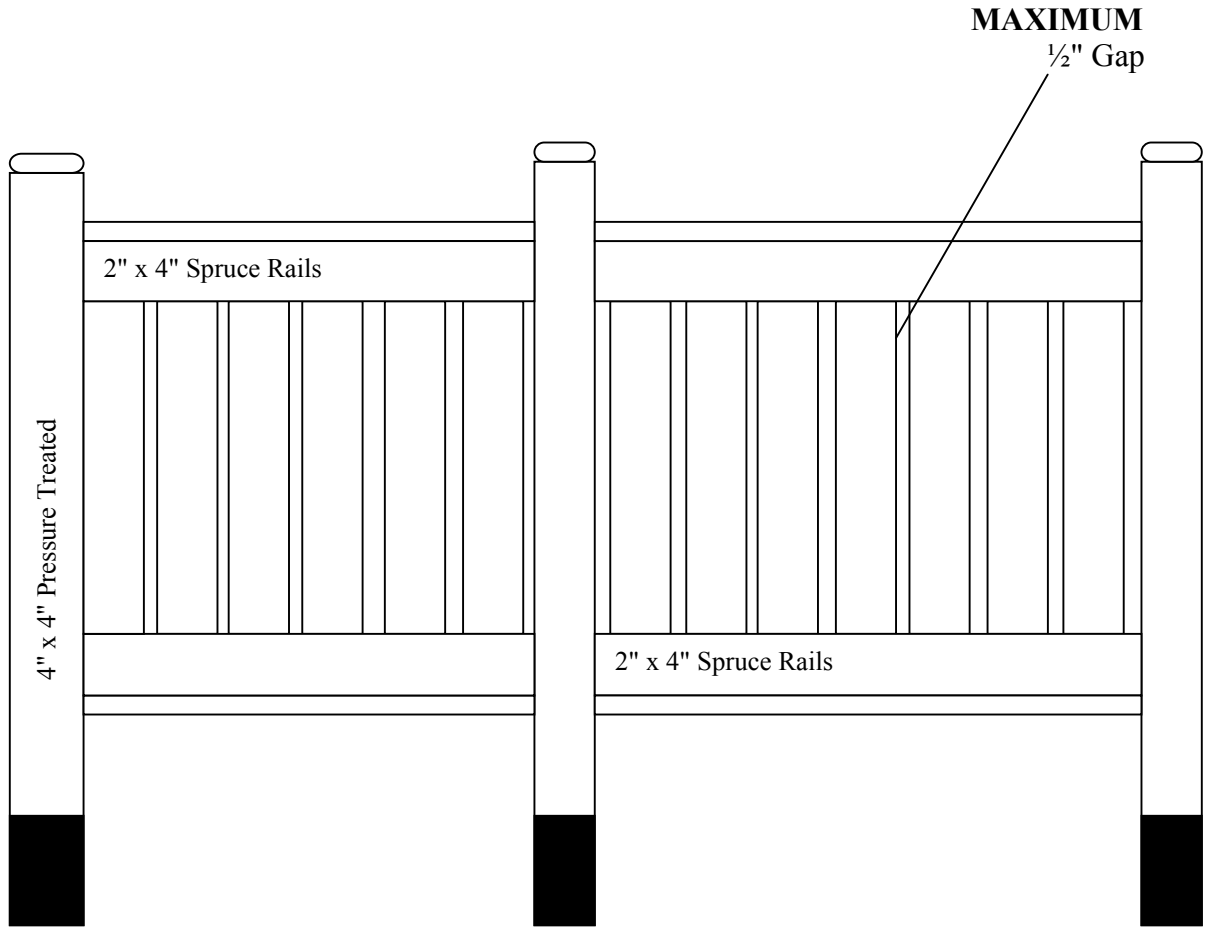
FENCING

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 lot 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.

Lots 1, 25,26 and 35 of Block 11, and Lots 28, and 58 of Block 9 shall all have a tiered wood fence constructed by the Developer along the street side starting adjacent to the front of the house and extending to the rear property line. This fence shall be 6 ft in height at the rear property line and shall drop to 5 ft at the rear corner of the house and again drop to 4 ft approximately half way to the front corner of the house.

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. Original grade as established by the Developer must not be changed by the Homeowner.

APPENDIX "A"



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

