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# RESTRICTIVE COVENANTS

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## ARBOUR HILLS

### PHASE 1

PLAN # 142-5540

**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.

#### DEVELOPER

##### APPROVAL:

The first home on each lot 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:

Bungalow	900 sq. ft. (on main level)
Bi-Level	900 sq. ft. (on main level)
Split-Level	900 sq. ft. (main plus upper level)
2-Storey	1300 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:

Asphalt shingles are 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.

#### GARAGE:

Garages are Mandatory on the following Lots:

15 thru 54 of Block 2  
56 thru 61 of Block 2  
1 thru 9 of Block 3  
19 thru 22 of Block 4

Garages are Optional on the following Lots:

1 thru 18 of Block 4

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.

**REAR ENTRANCE:** A rear entrance is required on all homes where there is rear lane access.

**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.

**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.

**RETAINING WALLS:** When retaining walls are necessary due to the Builder/Homeowner's choice of Grade Plan (or as required by the City of Grande Prairie), the Builder/Homeowner of the lot that created the need for the retaining wall shall be responsible for the cost and construction of the retaining wall.

**ACCESSORY  
BUILDINGS:**

Accessory buildings (excluding garages) shall not be located in the front yards. Finish materials and colours shall be complimentary to the residence.

**FENCING:** Any fence erected on the lands shall be no more than six (6) feet in height and shall be of chain link, metal, or wooden construction. Wooden fences shall generally follow the specifications set out in Appendix "A".

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 Developer-built wooden fences, using only the original stain named "Monterey Grey" (General Paint or Equivalent).

**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.