



RESTRICTIVE COVENANTS

DEVELOPMENT CONTROL RESTRICTIONS

In addition to the constraints and restrictions set forth in the Pre-Existing Registered Restrictive Covenants referenced in paragraph 3.2 hereof; and in addition to applicable Municipal and Provincial standards regulations and approvals, the following Development Control Restrictions apply now and in future to each and every one of the Lots.

- 1.** No accessory building or structure of any nature or kind shall be placed on nor erected upon any Lot until such time as a Dwelling conforming to the requirements of these Development Control Guidelines has been constructed thereon.
- 2.** No duplex, or apartment style dwellings shall be constructed on any Lot.
- 3.** No development of any nature shall be undertaken upon any Lot unless and until it is approved by the Municipality in all respects, including, without restriction, private sewage treatment system and compliance with geotechnical requirements in accordance with the Pre-Existing Registered Restrictive Covenants.
- 4.** Any construction commenced on a Lot following the approval shall be completed subject to seasonal deficiencies only, within two (2) years from commencement of date of construction.
- 5.** No Dwelling constructed on any Lot shall comprise an above grade floor area of less than:
 - a.** 1,500 square feet in the case of a bungalow;
 - b.** 2,000 square feet in the case of a two storey home;
 - c.** 2,000 square feet in the case of a split-level home or a 3-level split;
 - d.** 1,500 square feet in the case of a bi-level home (provided that the main level is above grade);
 - e.** 1,200 square feet on the main floor in the case of a 1 ½ storey home (provided that the minimum overall size is not less than 1,800 square feet)All areas in this clause include outer walls but shall exclude any garage, porch, patio, outbuilding, deck or like structure.
- 6.** No Dwelling shall be sited nearer than fifty (50) feet from the front property line and shall in any event comply with Section 7.2 of Restrictive Covenant 172 224 367, generally.
- 7.** No Dwelling shall have a frontage width of less than fifty (50) feet, inclusive of any attached garage.
- 8.** No Dwelling shall be constructed without having an attached or detached garage of at least 650 square feet, which must be constructed at the same time as the Dwelling.
- 9.** No Dwelling or garage shall have a roof finished with product or material except cedar shakes, cedar shingles, architectural 3D asphalt shingles or simulated shakes.
- 10.** No Dwelling shall be constructed unless its exterior finish is made of:
 - a.** Hardie plank, concrete fibre or hardboard siding;
 - b.** Vinyl siding, on rear and side faces only (provided on corner lots no vinyl siding will be on faces visible from the road);
 - c.** Stucco;
 - d.** Brick, natural stone or cultured stone;
 - e.** Cedar siding; or
 - f.** Logwith a minimum of 35% brick, stone, log, timber, or stucco accent on the front façade or significant other architectural features to compensate.
- 11.** No more than one (1) accessory building shall be constructed on any Lot provided that the building of such accessory building is of new construction and complies with the restrictions herein. All accessory buildings shall bear exterior finishes and design which are architecturally consistent with the Dwelling on the Lot.
- 12.** No fence erected on any Lot shall be constructed of material except stone, timber, wrought iron or black powder coated chain-link or equivalent product. Further, no fence shall be erected within thirty (30) feet of a public roadway abutting any Lot.
- 13.** All yards shall be seeded or sodded to lawn grass forthwith upon completion of the Dwelling except for those portions used in other decorative landscaping techniques such as flowerbeds or shrubs.

14. All Lots will be maintained weed free, in slightly condition and in good repair pending construction.
15. Notwithstanding the provisions of Section 4.1, a development substantively consistent with the scope and intent of the restrictions contained therein may contain minor variations or inconsistencies PROVIDED:
 - a. The Municipality has granted approval therefore; and
 - b. The owners of each Lot adjacent to the Lot on which the development is located (each side, behind, and across the road from the same) have consented in writing, with such consents on file with the Municipality.

In that event, such consents will bind subsequent owners/occupiers of the adjacent Lots.

PROHIBITED DEVELOPMENT AND USAGE

The following developments, undertakings, and uses are prohibited on each of the Lots.

1. Any commercial or industrial use (except Home Occupation, Minor as outlined in the County of Grande Prairie Land Use Bylaw 2680).
2. Any signs or advertising material of any kind on any Lot except:
 - a. One (1) sign on each Lot of not more than five (5) square feet advertising the property for sale or rent;
 - b. Signs used by a building contractor during construction of the Dwelling;
 - c. Any personal name plate on any Lot of not more than two (2) square feet denoting the owner's name and address only.
3. Moving a building or structure from elsewhere on to any Lot.
4. Mobile or modular homes or structures of any size or description, except as permitted in subsection (6) below.
5. Quonset or arch rib style buildings or shops.
6. Using a motorhome or recreational trailer for on-site residential or accommodation purposes for any period in excess of two (2) weeks, except during that period, not to exceed two (2) years, that a Dwelling is being constructed on the Lot.
7. Constructing or using any television, radio or satellite antennae or tower above the tree line of the Lot.
8. Cutting or clearing more than forty (40%) percent of the existing trees on any Lot for the purpose of the building site, access road, and landscaping. Trees shall not be cleared within twenty (20) feet of any adjoining property line excluding access roads (if applicable). The owner shall cull dead or diseased trees from the Lot.
9. Any use or development not in compliance with any municipal, provincial or federal bylaw, regulation, statute or ruling, or the Pre-Existing Registered Restrictive Encumbrances.
10. Placing, storing, maintaining or dumping refuse, including unsightly objects and non-operative motor vehicles on any Lot or any portion of the Subdivision, nor shall anything be done on any Lot which may be or create a nuisance or annoyance to occupants of adjoining Lots.
11. Raising, breeding, keeping or having animals or livestock of any kind except quiet dogs, cats, small birds or other household pets, provided that:
 - a. They are not to be kept, bred or maintained for any commercial purpose;
 - b. They do not become a nuisance to other occupants of the subdivision;
 - c. They are confined to the owner's Lot unless on a leash or otherwise appropriately controlled; and
 - d. No more than two (2) dogs and two (2) cats may be kept on any Lot.
12. Storing or parking motorhomes, recreational trailers, boat and boat trailers, commercial trucks, tractors, unused vehicles, and materials except in a garage or in a screened off area. There shall be no tractor-trailer units allowed.
13. No more than one (1) of each of a motorhome, recreational trailer, boat and boat trailer, commercial truck, tractor, or trailer intended to haul recreational vehicles such as quads, snowmobiles, or other like vehicles, shall be parked on the Lot outside of a building. For greater clarity, there is no restriction on the number of quads, snowmobiles and the like that may be parked outside. No unregistered or non-operative motor vehicles shall be parked outside on any Lot.
14. Repairing vehicles, motors, or recreational and off-highway vehicles except if made within a garage or accessory building on any Lot.
15. Parking or placing industrial or agricultural equipment on any Lot except such equipment as is reasonably necessary to maintain the Lot which shall not be parked, placed or stored in any event in the frontage area of the Lot.

FOR MORE INFORMATION:

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