

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

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## RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT dated this 9 day of January 2018.

### BETWEEN:

**PINNACORP INVESTMENTS INC.**  
(the "Grantor")

- and -

**PINNACORP INVESTMENTS INC.**  
(the "Grantee")

### WHEREAS:

- A. The Grantee is the legal and beneficial owner of the Dominant Lands;
- B. The Grantor is the legal and beneficial owners of the Servient Lands;
- C. The Grantor has agreed to grant the RESTRICTIVE COVENANT as set forth herein for the benefit of the Dominant Lands.

NOW THEREFORE in consideration of the sum of \$1.00 paid to the GRANTOR, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants and agreements herein, it is hereby agreed as follows:

### ARTICLE 1 - DEFINITIONS

- 1.1 "Building Lot" means any lot except for utility lots and municipal reserves within the Plan of Subdivision.
- 1.2 "Developer" means PINNACORP INVESTMENTS INC.
- 1.3 "Development" means the carrying out of any construction, or excavation, on the Lands, or any changes or alterations to any improvements constructed on or in the Lands.
- 1.4 "Development Guidelines and Restrictions" means those guidelines, requirements and restrictions established from time to time by the Developer, including without restriction, the guidelines, requirements and restrictions described in Schedule "B" attached hereto

- 1.5 "The Lands" refers to the Dominant Lands and the Servient Lands as set forth in Schedule "A" attached hereto, and known as "Pinnacle Ridge Estates".
- 1.6 "Plan of Subdivision" means any plan of subdivision registered pertaining to the Lands or any part thereof.
- 1.7 "Purchaser" means any person or body corporate holding a legal or beneficial interest in the Lands.

**ARTICLE 2 - PERMITTED USES / RESTRICTIVE COVENANT**

- 2.1 The Grantor, and any Purchaser, hereby covenants and agrees:
  - (a) That the Lands shall not be developed for any purpose other than construction of a private single-family dwelling, together with the standard type of out buildings used in connection therewith;
  - (b) That no more than one (1) single family dwelling shall be erected on any Building Lot; and
  - (c) Not to permit the use of the Lands, or any portion thereof, in any manner whatsoever which is contrary to the Development Guidelines and Restrictions.

**ARTICLE 3 - MINIMUM HOUSING STANDARDS**

- 3.1 Notwithstanding any other provision of this Restrictive Covenant, no dwelling shall be constructed on any Building Lot unless the same shall contain a minimum of:

The Minimum dwelling size shall be as follows:

<u>Type</u>	<u>Size (Square Feet)</u>
Bungalow	2,500 sq. ft. on the main floor (bonus room not included)
1 1/2 Story	3,500 sq. ft. (must have minimum 2,500 feet on the main level)
2 Story	4,000 sq. ft. (must have minimum 2,000 feet on the main level)

Square footage is calculated by measuring the floor area of the home completely above grade. No box style dwellings allowed.

For the purposes of this Article 3.1 of this Restrictive Covenant, "living area" shall mean square footage of the residence or dwelling, including outside wall measurements but exclusive of any garage, basement, patio, porch, veranda, balcony, carport, bonus room or similar exterior attachment.

**ARTICLE 4 - MISCELLANEOUS PROHIBITIONS**

4.1 In the course of developing any of the Building Lots, all construction materials, excavation materials, and machinery shall be confined within the perimeter of that Building Lot.

4.2 No building materials, waste, garbage, collection of junk, used items, automobiles or automobile parts, or any other materials of any kind whether similar or dissimilar to those herein enumerated, shall be dumped or stored or accumulated or collected or permitted by any owner to remain on any Building Lot, except building materials for the purposes of erecting a dwelling, nor shall anything be done which shall be or become an annoyance or nuisance to Purchasers of other Building Lots, nor shall the Purchaser or the Building Lots permit any structure thereon to come in to or exist in a state of disrepair.

4.3 All construction shelters or similar facilities, trailers or structures maintained during and used in connection with the Development shall be removed forthwith upon completion of construction of a dwelling on the Building Lot, or such earlier date as required by the Developer.

4.4 Save as provided pursuant to Section 4.3, no house trailer, recreation vehicle, trailer of any kind, truck, camper, boat, or other vehicle of any kind over 1 ton, farm machinery or any vehicle of any kind not functional or in a state of disrepair shall be kept, placed or maintained upon any Building Lot in such a way that it is visible from any other Building Lot and all recreation vehicles and campers shall be properly screened or otherwise hidden so as to not be visible from any other Building Lot.

4.5 No sign or advertising matter of any kind shall be placed on any Building Lot, except for:

- (a) the ordinary signs offering a Building Lot or dwelling thereon for sale or rent;
- (b) an ordinary sign, identifying the owner-occupant or the address of the Building Lot on an entrance sign to the Building Lot; or
- (c) a sign erected by a builder during construction of a building on a Building Lot, shall be placed on any Building Lot.

**ARTICLE 5 - COMPLIANCE**

5.1 No Development shall be commenced, or carried out, on the Lands, or any Building Lot, except in full compliance with:

- (a) all provisions of any federal, provincial or municipal statute, regulation, by-law,

resolution or other legislation;

- (b) the conditions of any easement, right-of-way, or development agreement, or other development restriction, including any restrictions pertaining to the Development Agreement between Sturgeon County and the Developer and Sturgeon County Land Use by-law or other development restrictions imposed by Sturgeon County;
- (c) the Development Guidelines and Restrictions attached hereto as Schedule "B"; and
- (d) the provisions hereof, including the requirements of the Architectural Design Committee.

5.2 No Development of any type shall be commenced or carried out on the Lands, or on any Building Lot, unless and until a valid Building Permit has been acquired from the relevant municipal or local authority.

5.3 The landscaping upon any Building Lot shall be in compliance and in a manner consistent with the quality of the other Building Lots.

#### **ARTICLE 6 - ENFORCEMENT**

6.1 In the event that any Purchaser of the Servient Lands is determined to be in default of the terms of this Agreement, this Agreement may be enforced by the Grantee or any subsequent Purchaser of the Dominant Lands or any portion thereof. Furthermore, the relief available in any such action to enforce this Agreement shall include, without restriction:

- (a) damages against the defaulting Purchaser of the Servient Lands, or any portion thereof; and
- (b) injunctive relief.

#### **ARTICLE 7 - COSTS**

7.1 In addition to the relief set forth in Article 6.1 above, any party which successfully enforces this Agreement shall be entitled to its legal costs as between a solicitor and his own client on a full indemnity basis and such costs, if not paid, shall constitute a charge against the interest held by the defaulting Purchaser in Servient Lands, or any portion thereof, until fully paid and satisfied. For the purposes of creating and enforcing such charge, and as security for the payment of such costs, the Grantor hereby mortgages and charges all of its right, title, estate and interest in each of the parcels or lots comprising the Servient Lands in favor of the Grantor and each successor Purchaser of the parcels or lots comprising the Dominant Lands.

7.2 Notwithstanding anything to the contrary herein contained, the Developer shall not be liable to the Purchaser of any Building Lots or to their successors in title or interest for the enforcement of any of the covenants contained herein.

#### **ARTICLE 8 - GENERAL PROVISIONS**

8.1 The Purchaser shall not allow any weeds to grow or spread onto any other Building Lots. In this regard, the Purchaser shall cut all weeds to prevent spreading, and to alleviate any nuisance whether physical, visual or otherwise, to other Building Lots. Upon receipt of a written notice indicating that the weeds require cutting or removal, the Purchaser shall cut or remove the weeds within 48 hours. If the Purchaser fails to cut or remove the weeds within 48 hours, the Developer may cut the weeds, which expenses shall be the responsibility of the Purchaser. If the site is not cleared within the 48 hours, the Developer may clean the Lot, which costs will to be deducted from the Security Deposit.

8.2 The burden of these covenants shall pass with, and extend to, and run with and bind the lands so as to bind the Purchaser and all successors and assigns, deriving title from the Purchaser to the Lands, or any part thereof, or any interest therein, for a term of twenty (20) years from the date hereof, and the Purchaser shall not sell or transfer same unless its successors or assigns shall agree to assume these covenants and restrictions and to be bound by same, and, if required by the Developer, to enter into an agreement directly with the Developer with respect thereto.

8.3 The Purchaser agrees to grant such easements and right-of-way on the Lands as may from time to time be required for the purpose of providing local improvements and utilities to the Lands.

8.4 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of any such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of this Agreement shall be enforced to the fullest extent permitted by law.

8.5 The Development Guidelines and Restrictions attached hereto as Schedule "B" and form part of the within Agreement and shall be in addition and not in substitution to any of the terms and conditions contained herein.

8.6 Any dispute arising here from shall be governed by and construed in accordance with the laws of the Province of Alberta and the Courts of the Province of Alberta shall have exclusive jurisdiction.

8.7 Any word importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine or neuter gender, and any word importing a person shall include a corporation, individual, partnership and any other entity, all as the context requires.

IN WITNESS WHEREOF this Agreement is executed this 9 day of January, A.D.  
2018

**PINNACORP INVESTMENTS INC.**

Per:  \_\_\_\_\_

**SCHEDULE "A"**  
**THE LANDS**

**LEGAL DESCRIPTIONS OF THE DOMINANT LANDS**

PLAN 182 0730  
BLOCK 1  
LOTS 30-38 INCLUSIVE

EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME.

**LEGAL DESCRIPTIONS OF THE SERVIENT LANDS**

PLAN 182 0730  
BLOCK 1  
LOTS 30-38 INCLUSIVE

EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME.



**SCHEDULE "B"**

*Pinnacle Ridge Estates*

**STAGE 6 - DEVELOPMENT GUIDELINES AND RESTRICTIONS**

**Developer**

Pinnacorp Investments Inc.  
10805 120 Street, Edmonton, AB T5H 3P9  
Phone #780-498-6585  
E-Mail – [ebasaraba@telus.net](mailto:ebasaraba@telus.net)  
Web-Site – [www.pinnacleridge.ca](http://www.pinnacleridge.ca)

**Mandated Surveyor**

Stantec Consulting  
10160 – 112 Street, Edmonton. AB T5K 2L6  
Phone #780-917-7000  
Builder Services – [survey.edmonton@stantec.com](mailto:survey.edmonton@stantec.com)  
[www.stantec.com](http://www.stantec.com)

**Mandated Architectural Control Consultant**

Horizon Designs Ltd.  
Phone #780-918-8004  
[horizondesigns@xplornet.ca](mailto:horizondesigns@xplornet.ca)

<b>Section</b>	<b>Category</b>
1	Architectural Guidelines
2	Designated Surveyor
3	Development Approval Process
4	Construction Matters
5	Security Deposit
6	Interim Dwelling Review and Inspection
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9	Building Elevations and repetition of homes
10	Exterior finishing
11	Roofing
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## **INTRODUCTION**

The objective of the following guidelines and restrictions is to ensure that the quality and integrity of the community is maintained, to the extent of creating a high level of visual appearance and thereby protecting future property values.

Although these statements are intended to assist homebuyers, designers and builders towards appropriate building forms and details, applicants may vary for alternatives providing that it can be demonstrated that the objectives of the guidelines are maintained. The final decision on any proposal variance shall remain solely with Pinnacorp Investments Inc. (the "Developer").

The Development Guidelines and Restrictions will bind all Purchasers and will be registered against the title to all lands. Each Purchaser Covenants and agrees not to commence any construction on the Purchaser's lot (the "Lot") until the Developer, or the Developer's Architectural Design Consultant ("ADC"), has approved an Architectural Application.

**1. ARCHITECTURAL GUIDELINES**

- 1.1 Formal standards for development will be those adopted in the Sturgeon County Land Use Bylaw. The standards and approval process contained therein shall form a basis for these guidelines and, where any inconsistency exists, the requirements of the Sturgeon County Guidelines shall be employed. It is acknowledged that the within guidelines shall be additional and further restrictions, binding upon the Purchaser.

**2. DESIGNATED SURVEYOR**

- 2.1 Stantec Consulting, or whomever the Developer may designate from time to time, shall be the designated Surveyor for Pinnacle Ridge Estates (the "Designated Surveyor"). The Purchaser and/or their builder must utilize the Designated Surveyor to complete all plot plans, field stakeouts, Real Property Reports and Lot Grading Certificates.
- 2.2 All costs associated with the survey services shall be at the sole cost and expense of the Purchaser and/or Builder.

**3. DEVELOPMENT APPROVAL PROCESS**

- 3.1 Horizon Designs Ltd. or whomever the Developer may designate from time to time, shall be the designated Architectural Design Consultant and Landscape Design Review Committee ("ADC") for review and approval of house plans for Purchasers of the Building Lots.
- 3.2 The Purchaser, Purchaser's Agent, or builder, shall, prior to the commencement of any construction upon a Building Lot, submit the following information to the ADC: Incomplete applications will be held until full application documents are received.
- (a) Blueprint (scale plans) complete with plans for all 4 elevations. The exact size of windows, doors, heights, etc. and the exterior finishes to be used must be indicated and fully and accurately dimensioned.
  - (b) A plot plan identifying lot grades, floor elevations, required entrance risers, setbacks, house location and driveway slope at 1:300, prepared by the Designated Surveyor.
  - (c) A completed Color application form.
  - (d) Within 12 months after commencement of the construction of the dwelling's foundation, a plan of proposed front yard landscaping, prepared by a Landscaper, or Landscape Consultant. The proposed plan shall include the plant material, fencing, berm and proposed location of any retaining wall (if any), and shall comply with Section 14.3 hereof. Refer to section 14.
  - (e) Address post design detail complete with dimensions and finishing materials.
  - (f) Submission of the foregoing by PDF electronic version is preferred.
- 3.3 The ADC shall review and approve or reject the application plan based upon adherence to the plans and requirements of these guidelines and any other criteria that the ADC deems advisable and necessary from time to time. The original Color Application Form,

- Blueprints, and final plot plan will be kept on file for the Developer's future reference.
- 3.4 Any changes to the exterior of the dwelling must be submitted for approval in writing to the ADC prior to the commencement of any such change. The Developer will consider unreported changes upon completion of the dwelling which may result in complete or partial forfeiture of the Security Deposit.
- 3.5 No preliminary or verbal approval shall be given for any house plan approval. Notwithstanding the foregoing, if any preliminary or verbal approvals are given, they shall not be binding upon The Developer.
- 3.6 Should any disputes regarding the foregoing arise, The Developer's decision shall be final.

#### 4. CONSTRUCTION MATTERS

- 4.1 Construction shall only commence after:
- (a) Written architectural approval has been obtained from the ADC
  - (b) The Designated Surveyor has completed the final plot plan
  - (c) The necessary Sturgeon County approvals have been granted
  - (d) The Developer has received the Security Deposit in full.
- 4.2 The Purchaser covenants and agrees to the following;
- (a) To grade, and if necessary after settlement, re-grade the Lot in compliance with the Grade Plan approved by the Developer's engineer within twelve (12) months from the date construction of the foundation of the dwelling is commenced (weather permitting).
  - (b) To construct any retaining walls necessary to conform to the Grade Plan in a competent and professional manner.
  - (c) To be responsible for all damages to adjacent lands in the subdivision as a result of the construction. In particular the Purchaser agrees to pay for all damages to the sewer systems, concrete, pavement, water systems, street lights, shallow utility systems, survey stakes, fences, trees and other such items. **If any damages exist at the time of this Offer, such damages must be documented in writing and delivered to The Developer's office.**
  - (d) To remove all dirt, debris and building materials from adjacent roads, lots or lanes on a regular basis and to keep the Lot and the adjacent lands in an orderly and tidy appearance to The Developers satisfaction.
  - (e) To complete construction of the dwelling as approved by the Developer, including but not limited to the roof, exterior walls, finishing materials and colors for the dwelling and to complete or grading of the Lot;
  - (f) To not erect a house on the Lot unless:
    - (A) Such dwelling complies with all of Sturgeon building bylaws and regulations
    - (B) Such dwelling is constructed in compliance with the Construction Specifications and the Blueprints of Elevation, sitting, exterior finish and colors and grades, all as approved by and in the absolute and sole discretion of the

**Developer**

(C) Such dwelling is constructed in compliance with any restrictive covenant registered against the lot.

- (g) In the sole opinion of The Developer, if the Purchaser fails to perform all of the obligations as set out above the Developer may take actions or remedies to correct any non-compliance at its sole discretion and the Purchaser agrees to pay to the Developer any cost or expenses which the Developer might incur in so doing, including any legal fees of a solicitor and his own client basis.

**5. SECURITY DEPOSIT**

- 5.1 A Five Thousand (5,000.00) Dollar cash security deposit (the "Security Deposit") shall be payable to the Developer upon closing, to ensure compliance with architectural design guidelines, landscaping, grading with the provisions of the within guidelines and any damage caused by the builder and/or Purchaser.
- 5.2 The Security Deposit shall be refunded to the Purchaser without interest upon satisfactory completion, determined at the Developer's sole discretion, the completion of the dwelling on the property, front driveway, deck, obtaining a satisfactory final grading certificates and complete landscaping as determined by the Developer acting reasonably.
- 5.3 If the Purchaser fails to perform all of its obligations, the Developer may retain the Security Deposit and apply it towards any resulting damages, which the Developer may suffer. The Security Deposit shall not be considered a penalty and the Developer shall retain all of its other rights and remedies of its damages are greater than the Security Deposit. If the Developer's damages are greater than the Security Deposit, the Developer shall register a lien against the Purchaser's title to the Lot and shall be entitled to register a caveat with respect to the same.

**6. INTERIM DWELLING REVIEW AND INSPECTION**

- 6.1 The ADC may carry out on-site inspections of the dwelling at any time during construction and periodic checks may be made to ensure compliance and conformance with the Design Guidelines and approval plans. The ADC may also inspect for possible damage to municipal improvements and subdivision amenities installed or constructed by the Developer.
- 6.2 Upon completion of construction and landscaping and Final Lot Grading Certificate, the builder and/or Purchaser shall make a written request to the ADC for a final inspection. Prior to the request, the site, any adjacent lots used for storage should be cleaned in order to facilitate the inspection with the water valve (cc) exposed and clearly marked.
- 6.3 Upon completion of the ADC inspection, a written report will then be forwarded to the Developer, with a recommendation regarding the release or forfeiture of the Security Deposit. Any construction which does not conform with the plan approval, the landscaping requirements or the Final Lot Grading Plan shall result in an automatic

forfeiture of the Security Deposit, which forfeiture shall be payable to Pinnacle Ridge Estates (Sturgeon) Homeowners Association.

- 6.4 Notwithstanding the forfeiture of the Security Deposit, the Purchaser and/or builder shall remain liable for any loss or damages caused or incurred as a consequence of the non-compliance.

**7. LEVIES**

- 7.1 The Purchaser shall be responsible for all utilities levied and costs incurred of all kind and nature whatsoever levied by the Sturgeon County or any providers or installers of utilities (including connection fees) for the Purchaser's own accounts from the property line of the Building Lot acquired by the Purchaser.

**8. DWELLING UNIT SIZES (MINIMUM REQUIREMENTS)**

- 8.1 The Minimum dwelling size shall be as follows:

<u>Type</u>	<u>Size (Square Feet)</u>
Bungalow	2,500 sq. ft. on the main floor (bonus room not included)
1 1/2 Story	3,500 sq. ft. (must have minimum 2,500 feet on the main level)
2 Story	4,000 sq. ft. (must have minimum 2,000 feet on the main level)

Square footage is calculated by measuring the floor area of the home completely above grade. No box style dwellings allowed.

- 8.2 The massing of each dwelling must balance function and form in equal measures with the scale and character of the streetscape. Building massing and sitting may be adjusted on a lot-to-lot basis.
- 8.3 Dwellings shall be designed to maximize the size and characteristics of the lots including grade elevations. Sitting must reflect careful consideration of relationship, topography, and orientation. The dwelling and garage shall be built to a minimum of 90% of the building pocket width for massing.  
The garage alone can not exceed 50% of the building width.

**9. BUILDING ELEVATIONS & REPETITION OF HOMES**

- 9.1 The restriction of similar elevations must be separated by one adjacent lot on the same side of the street and directly across the street.
- 9.2 One adjacent lot must separate the restriction of similar main body color on the same side of the street. Notwithstanding the foregoing, The Developer will discourage the predominance of one (1) color within a development node, stage or segment of Pinnacle Ridge Estates.
- 9.3 The application received with respect to similar dwelling styles and colors will be reviewed in the order received. Any changes made after architectural approval will be at the Purchaser's expense.
- 9.4 As corner lots have greater public visibility because of a second front elevation the appropriate front elevation treatment must continue onto the flanking side elevation.

- 9.5 No two (2) Story or 1 1/2 Story homes will be allowed on corner lots.
- 9.6 Modern/Contemporary styles will be considered in Stage 6 on an individual lot by lot review basis with consideration of the overall streetscape. A Preliminary submission to the ADC **is mandatory** if considering a modern/contemporary style.  
Single slope roof lines to be reviewed on a lot by lot basis of these style homes  
Roof-top decks will be reviewed on a lot by lot basis on these style homes.  
These styles are highly encouraged to consider but not limited to the following;
- (a) wider overhangs
  - (b) wider fascia
  - (c) moderate (3:12 – 5:12) roof pitches. Flat roofs will be reviewed with sufficient elevation detail at a preliminary review.
  - (d) simple trims rather than typical battens
  - (e) smooth acrylic finish
  - (f) neutral & subtle colors
  - (g) detailing, simple rather than ornamental
  - (h) sufficiently increased total building height to blend with traditional homes on adjacent lots
- 10. EXTERIOR FINISHING**
- 10.1 **EXTERIOR MATERIALS** - acceptable finishes include brick, natural stone, cultured stone, stone tile, acrylic stucco, cement stucco. Vinyl siding will NOT be accepted. Hardie Board, longboard or comparable product will be considered however will require extra elevation detail i.e.) craftsman detailing.
- 10.2 **STUCCO FINISH** - houses using stucco as the predominant finish must use a combination of brick or stone as extra material (minimum 200 sq. ft). Stucco homes will require shadow walls or stucco build-out detailing. Masonry must be returned onto the side elevation a minimum of 24 inches.
- 10.3 **RETURNS** - where masonry is used as the predominant front elevation material, or where brick, stone, stone tile, stucco banding details are utilized as accents on the front elevation, this detail must return onto the side elevation a minimum of 24 inches
- 10.4 **TREATMENT DETAIL** - the front elevation must reflect architectural features consistent with the caliber of the neighborhood, including but not limited to, door and window surrounds, decorative windows, shadow boards, roof elements, and brick, stone, or stone tile.
- 10.5 **ENTRANCE WAYS** - will be a focal point of the front elevation. Covered Entry width to be a minimum of 10 feet.
- 10.6 **CHIMNEYS/FLUES** - if required, shall be boxed in with the same material/color as the dwelling walls, complete with corbelling detail and include either a concrete or decorative rain cap.
- 10.7 **METAL** - all rainwear leaders, Eavestroughs, fascia's and flashing shall match or coordinate with window and door trim as selected. All roof vents, stacks, flashing, etc.

shall match the roof color. All roof vents and stacks to be at the back of the house, where possible.

- 10.8 **PARGE LINE** - modifications to the exterior finishing may be necessary to ensure that maximum of a two (2) feet parge line is maintained on all elevations (including walkout elevations).
- 10.9 **DRIVEWAY** - finish may be one of the following materials;
- (a) Exposed Aggregate concrete
  - (b) Colored concrete pavers
  - (c) Interlocking paving stones
  - (d) Concrete including, stamped, colored or acid wash
  - (e) Standard Broomed/Plain concrete is not permitted, where colored concrete or colored concrete pavers are used, a sealer must be used.
  - (f) Anything other than single entrance driveways no wider than the garage itself must be shown on the plot plan for review & approval by ADC/Developer.
  - (g) The Builder/Purchaser shall be responsible for the contraction of the driveway apron, which must be the same design and constructed, of the same material as the driveway.
- 10.10 **RISERS AT ENTRY** - if a change in grade elevation requires more than 4 risers, the run must be split. Front entry steps must be restricted to a maximum of 4 risers per step. No more than 4 risers per set allowed at the entrance. If a change in grade elevation requires more than 4 risers, then the additional risers must be placed inside the foyer, or in the walk but not closer than 4-feet of the base of the last entrance riser.
- 10.11 **GARAGES** - Triple attached front drive garages are a minimum requirement and all garages must be located in accordance with the Developer's Garage Location Plan. The maximum distance between the top of the overhead door and the eave/soffit line shall be 24" without the addition of an architectural feature such as a louver, build out detail @ the soffit or stucco detailing. Triple garages shall be broken at front elevation with one or two of the bays protruding.
- 10.12 **ADDRESS POST** - shall be located in the front yard and to be minimum 3 feet high x 2x2 feet wide with a decorative cap finished with the same materials as the dwelling. Rocks or Boulders are not permitted as an address post. Lighting is optional. The Developer will supply the house number.
- 10.13 **RETAINING WALLS** - When required in front or side yards they must be constructed of washed aggregate concrete, brick, stacked stone or Allan Block complete with a complimentary brick cap detail. The color of the cap should be compatible with the materials used in the dwelling. The use of wood as a structural material for retaining walls will only be permitted only within the rear yard. Wood can not be used as a structural material in front or side yards.

## 11. ROOFING



- 11.1 **ROOF PITCH** - Minimum roof pitch shall be 8/12. Unless a Modern/Contemporary style elevation then must comply with section 9.6 of these guidelines.
- 11.2 **FASCIA** - Fascia boards are to be minimum ten (10) inches
- 11.3 **OVERHANGS** - shall be a minimum of 24" on all levels (exception allowed for dormers). Main overhangs to be minimum 24" on all levels (exception allowed @ non-habitable areas such as garages, dormers, fireplaces, verandas, covered entries)
- 11.4 **ROOFING MATERIALS** - shall be cedar, clay tile, concrete roof tiles, or rubber roofing material. Only shake or slate profiles are acceptable. Metal tiles may be used at the discretion of the ADC & approval of The Developer as long as they are in a shake or slate profile finishing. No asphalt roofing will be allowed.
- 12. REAR ELEVATIONS** backing onto the municipal reserve
- 12.1 Rear & side elevations must be in the same finish utilized on the front elevation except when the front elevation is entirely covered by brick, stone, stone tile, and then any one of the approved materials may be utilized on sides & rear.
- 12.2 Rear elevation build-out battens are required on stucco elevations on all rear window & door openings. If the substantial glass is deemed used by the ADC, then the build-out battens are not required.
- 12.3 Walk-out basement homes – the rear elevation of these homes require special design consideration to address two (2) or three (3) Story appearances in highly visible settings.
- 12.4 Variation in wall planes, downhill sloping roofs in combination with dormers, decks, decorative windows, and posts are acceptable detail.
- 12.5 All rear yard walk-out lots require a deck complete with balcony support columns require corbelling detail. Balcony support columns require "top" corbelling detail.
- 12.6 Decks are to be built at the time of construction of the dwelling.
- 13. LOT GRADING**
- 13.1 Lot grading shall be consistent with the Lot Grading Plan. Splash Pads or fixed downspouts are mandatory.
- 13.2 Side-yard grading – in addition to the critical grade control points at the corners of the lot, the grade elevations along the entire length of the side property lines will also be important considerations.
- 13.3 In order to ensure that the proposed final grade of each dwelling does not adversely affect an adjacent house, the Developer reserves the right to make adjustments to the final grade for the mutual benefit of adjacent houses. Any and all costs associated with the necessary adjustments are the sole responsibility of the Purchaser/Builder.
- 13.4 The Purchaser shall obtain a Final Lot Grading Certificate from the designated surveyor, showing compliance according to the development grading plan.
- 13.5 The Purchaser shall be responsible for the stakeout of the dwelling.

- 13.6 Particular attention should be given to the side yard grading for those building Lots with front and back falls and/or side-to-side falls.
- (a) Side-to-side falling Building Lots: the base of the steps for any side door access should be approximately equal to the level of the driveway at the garage door.
  - (b) Building Lots with grades generally falling towards the backyards: the base of any side door steps shall be lower than the level of the driveway.

#### 14. LANDSCAPING

- 14.1 Landscaping is a mandatory requirement for all Building Lots purchased in the Development; a detailed landscape plan must be submitted to the Landscape Design Review Committee (ADC) for review and approval or rejection prior to the commencement of landscaping.
- 14.2 The Landscape plan shall address;
- (a) home site grading
  - (b) planting
  - (c) storm water management
  - (d) lot grading
- 14.3 Landscaping must be completed within twelve (12) months of the occupancy of a dwelling unit, weather permitting, and must consist of the following;
- (a) Front & Rear yard lawn areas to be in sod
  - (b) Front & Rear yard to be completely landscaped
  - (c) Front yard to have a minimum of three (3) trees with a minimum of 2" (inches) caliper measured 12" from the sod. A minimum of one of these trees must be coniferous with a minimum height of 8' (feet).
  - (d) and Three (3) trees with a minimum of 2" caliper measured 12" (inches) from the sod shall be located in the rear or side yard. A minimum of one of these trees must be coniferous with a minimum height of 8' (feet)
  - (e) A minimum of Fifty percent (50%) of the front yard which is ahead of the fence tie-in line or the front door, whichever is the greater is to be in sod, shrubs or trees. On a corner lot, the required front yard area will be measured from the rear of the dwelling or garage.  
50% of the landscaped area must be trees & shrubs.  
On a side drive approval, the mandatory landscape material must be at the garage end wall. Additional shrubs are required at the entrance. Preliminary landscape plan required to be submitted to ADC for review. Approval at the discretion of the Developer.
- 14.4 **FENCING** – the following styles of fences shall be permitted:
- (a) black chain link style
  - (b) black Aluminium or Wrought Iron

**15. OUT BUILDINGS**

- 15.1 All out buildings must be constructed with the same exterior design and style as the dwelling constructed on the Building Lot including roof pitch & finishing materials.
- 15.2 No metal, plastic, wood sheds shall be permitted.

**16. LOT GRADING – RETAINING WALLS**

- 16.1 In all cases, the purchaser and/or builder who create the need for retaining wall structure shall be responsible for its construction and related costs thereof.
- 16.2 The Purchaser shall be responsible for the stakeout of the dwelling and or retaining wall.

**17. MISCELLANEOUS**

- 17.1 Satellite dishes may only be constructed and installed with a maximum of 24", which shall be hidden.
- 17.2 No radio or television aerials shall be erected or constructed or placed on any dwelling or on any of the Building Lots.
- 17.3 No commercial vehicles over one ton is to be stored on the site. Recreational vehicles may be stored adjacent the side of the garage as long as it is screened from the street. 2 Coniferous trees with a minimum height of 10 feet shall be planted to cut down the visibility of the Recreational vehicles from the street.
- 17.4 The size of the driveway and garage locations are to be specified and outlined pursuant to each approval for dwelling construction and subject to the approval of the ADC with all garages being constructed substantially alongside the dwelling.
- 17.5 No mobile homes shall be permitted to be stored, parked, located or situated on the Building Lots.

**18. APPEARANCE DURING CONSTRUCTION**

- 18.1 The Purchaser and/or builder are required to keep the lot clean and orderly during construction. No trees, fencing, building or other site improvements shall be allowed or permitted to fall into a state detrimental to the Plan of Subdivision either during or subsequent to construction. A dumpster shall be used during the construction of the dwelling for construction debris.
- 18.2 Non-compliance with 18.1 above will result in a 48-hour notice given to the Purchaser/Builder by the Developer. If the site is not cleared within the 48 hours, the Developer may clean the Lot, which costs will be deducted from the Security Deposit.

**19. FORMS**

Color application form – to be requested from the ADC Consultant  
Lot inspection & Final inspection request forms – attached.

# 1.PRE-CONSTRUCTION LOT INSPECTION REPORT

Date of Inspection: \_\_\_\_\_

Subdivision: \_\_\_\_\_ Stage: \_\_\_\_\_

Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Plan: \_\_\_\_\_

Municipal Address: \_\_\_\_\_

Purchaser: \_\_\_\_\_

Item	Damaged		Description
	Yes	No	
Sidewalk			
Curb			
Driveway Apron			
Service Valve			
Swale			
Fence			
Other			

It is the Purchaser's responsibility to inspect all of the above items prior to stake-out. Snow, mud or other conditions do not release the Purchaser from this responsibility.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**IF THIS FORM IS NOT RECEIVED PRIOR TO CONSTRUCTION, THEN THE PURCHASER WILL BE LIABLE FOR THE COST OF REPAIRS WHICH WILL BE DETERMINED AT THE TIME OF THE FINAL INSPECTION.**

**HORIZON DESIGNS LTD.  
INSPECTION REQUEST**

**PROPERTY INFORMATION:**

Property Legal Address: Lot \_\_\_\_\_ Block \_\_\_\_\_ Plan \_\_\_\_\_

Property Civic Address: \_\_\_\_\_, STURGEON COUNTY

Subdivision: PINNACLE RIDGE, Stage \_\_\_\_\_

BUILDER: \_\_\_\_\_

Homeowner \_\_\_\_\_

Inspection requested by: Name: (if requested by Homeowner) \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

E-Mail : \_\_\_\_\_

**PLEASE CHECK OFF THE FOLLOWING TO VERIFY CONFIRMATION OF;**

\_\_\_\_\_ SOD, to the fence tie-back line @ front & visible side yards

\_\_\_\_\_ REAR yard landscaping if required.

\_\_\_\_\_ Landscaping completed (ground cover, trees & shrubs) - see Developer guidelines to confirm minimum, requirements

\_\_\_\_\_ C.C. (water connection) Valve exposed & visible (flagged if in sodded area or landscaped area)

\_\_\_\_\_ Stantec - Final Grade Certificate (ground elevation certificate) **COPY ATTACHED.**

Not Required - Grade Approval - grade conformance letter, grading will be reviewed by the Developer.

Provided your residence passes the inspection, a copy of the field report will be faxed to the applicant & a copy will automatically be sent to The Builder & The Developer.

**If a re-inspection is required the RE-inspection fee must be submitted with the Re-Inspection request form. - Effective May 1, 2011 the inspection fee \$75 +gst = \$78.75**

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PLEASE SUBMIT YOUR INSPECTION REQUEST & ATTACHMENTS TO HORIZON DESIGNS  
E-Mail [horizondesigns@xplornet.ca](mailto:horizondesigns@xplornet.ca)      Inquiries - PH #780-922-8004



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RESC - RESTRICTIVE COVENANT  
DOC 6 OF 10 DRR#: F087B1B ADR/DK0ZAK