

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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Pinnacle Ridge Estates
Stage 4-5 Building Requirements

ADVISORY

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RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT dated this 18 day of January, 2013.

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 with the exception of 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:
- (a) where the dwelling is a bungalow, Two Thousand (2,000) square feet of living area on the ground or main floor; or
 - (b) where the dwelling is a split level, two-storey structure, or a one and one half (1.5) storey dwelling, Three Thousand (3,000) square feet with a minimum of One Thousand Five Hundred (1,500) square feet on the ground of living area.

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 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 18 day of January, A.D. 2013

PINNACORP INVESTMENTS INC.

Per:



seal

SCHEDULE "A"
THE LANDS

LEGAL DESCRIPTIONS OF THE DOMINANT LANDS

PLAN 132 0834
BLOCK 1
LOTS 39-50 INCLUSIVE

- and -

PLAN 132 0832
BLOCK 1,
LOTS 51-63 INCLUSIVE

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

LEGAL DESCRIPTIONS OF THE SERVIENT LANDS

PLAN 132 0834
BLOCK 1
LOTS 39-50 INCLUSIVE

- and -

PLAN 132 0832
BLOCK 1,
LOTS 51-63 INCLUSIVE

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

SCHEDULE "B"**PINNACLE RIDGE ESTATES
DEVELOPMENT GUIDELINES AND RESTRICTIONS****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 apply 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 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 the purposes of review and approval of house plans for Purchasers of the Building Lots.

3.2 The Purchaser, Purchaser's Agent, or builder, shall, prior to commencement of any construction upon a Building Lot, submit the following information to the ADC:

- (a) Two (2) Complete sets of building plans to the scale of $\frac{1}{4}$ " – 1'0" or minimum of $\frac{1}{8}$ " – 1'0" or metric equivalent, complete with plans for all four elevations. Exact sizes 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, setbacks, house location and driveway slope at 1:300, prepared by the Designated Surveyor;
- (c) A completed House Plan Approval application form;
- (d) Within 12 months after the commencement of the construction of the dwelling's foundation, a plan of the 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.
- (e) Address post design detail complete with dimensions & finishing materials
- (f) A PDF electronic version will also be permitted to be submitted.

Incomplete applications will be returned to the Applicant.

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 Application Form and drawings will be kept on file for the Developer's future reference, however a copy of the approval or rejection will be provided to the applicant.

3.4 Any changes to the exterior of the dwelling must be submitted for approval in writing to the ADC prior to the construction of any such change. The ADC's costs shall be the responsibility of the Purchaser/builder. 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 approvals 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 dispute 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; and
- (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 by letter and delivered to our 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 our 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 colours for the dwelling and to complete the 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 plans of elevation, sitting, exterior finish and colours, and grades, all as approved by and in the absolute and sole discretion of the Developer; and
 - (C) such dwelling is constructed in compliance with any restrictive covenant registered against the Lot.
- (g) If, in the sole opinion of the Developer, 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 costs or expenses which the Developer might incur in so doing, including any legal fees on a solicitor and his own client basis.

5. SECURITY DEPOSIT

5.1 A Five Thousand (\$5,000.00) Dollar cash security deposit or satisfactory letter of credit (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 returned to the Purchaser without interest upon satisfactory completion, determined at the Vendor's sole discretion, the completion of the dwelling on the property, front driveway, deck, obtaining a satisfactory final grading certificate 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 if its damages are greater than the Security Deposit. If the Developer's damages are greater than the Security Deposit, the Developer shall have 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, landscaping, & Final Lot Grading Certificate, the builder and/or Purchaser shall make a written request to the ADC for the 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 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 confirm with the plan approval, the landscaping plan or the Final Lot Grading Plan shall result in an automatic forfeiture of the Security Deposit, which forfeiture shall remain in the sole and exclusive discretion of the Developer. The forfeited Security Deposit 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 every kind and nature whatsoever levied by the Sturgeon County or any providers or installers of utilities (including all connection fees) for the Purchaser's own accounts from the property line of the particular 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 | 2,000 sq. ft. on main level (bonus room not included) |
| 1 ½ Storey | 3,000 sq. ft. (must have minimum 1,500 square feet on main level) |
| 2 Storey | 3,000 sq. ft. (must have minimum 1,500 square feet on main level) |

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

8.2 The massing of each dwelling must balance function and form in equal measure 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 maximise 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 cannot 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 cannot be duplicated directly across.

9.2 One adjacent lot must separate the restriction of similar main body colour on the same side of the street. Notwithstanding the foregoing, The Developer will discourage the predominance of one (1) colour within a development node, stage or segment of Pinnacle Ridge Estates.

9.3 The applications received with respect to similar dwelling styles and colours 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 elevation.

9.5 No two (2) storey or 1-1/2 storey homes will be allowed on corner lots, being Block 1, Lot 39, 50, 51, and 63. Bonus rooms to be reviewed by The Developer.

10. EXTERIOR FINISHING

10.1 **EXTERIOR MATERIALS** – acceptable finishes include brick, stone, cultured stone, ceramic tiling, acrylic stucco and stucco. No vinyl siding or Hardi plank will be accepted.

10.2 **STUCCO FINISH** - houses using stucco as the predominant finish must use a combination of brick or stone as extra material (minimum of 200 Sq. Ft.). Stucco homes will require shadow walls or stucco build-out detailing. Masonry must be returned to a distance of 2"0".

10.3 **RETURNS** – where brick 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, 24" brick or stone returns are required.

10.4 **TREATMENT DETAIL** – the front elevation must reflect architectural features consistent with the calibre of the neighbourhood, including but not limited to, door and window surrounds decorative windows, shadow bands, roof elements, and brick, stone and stone tiles.

10.5 **ENTRANCE WAYS** - will be a focal point of the front elevation. Covered Entry width to be minimum 10 feet.

10.6 **CHIMNEYS** - shall incorporate corbelled detailing and include either a concrete or decorative rain cap.

10.7 **METAL** - All rainwater leaders, eaves troughs, fascias, and flashing shall match or coordinate with window and door trim as selected. All roof vents, stacks, flashing, etc. shall match roof colour. All roof vents and stacks to be at back of house, where possible. All Chimneys and stacks must be finished in same material predominantly used on the home complete with corbelling detail.

10.8 **PARGE LINE** - Modifications to the exterior finishing might be necessary to ensure that maximum two (2) feet parge line is maintained on all elevations (including walk outs)

10.9 **DRIVEWAY** - finish may be any one of the following materials:

- (a) Exposed aggregate concrete;
- (b) Coloured concrete pavers;
- (c) Interlocking paving stones;
- (d) Concrete including, stamped, coloured or acid wash;
- (e) Plain Concrete is not permitted

Where coloured concrete or coloured concrete pavers are used, a sealer must be used.

The Builder/Purchaser shall be responsible for the construction 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 entrance. If change in grade elevation requires more than 4 risers, then

the additional risers must be placed inside the foyer, or in the run of the walk but not closer 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 line shall be 24" without the addition of an architectural feature such as a louver 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' high x 2'x2' wide with a decorative cap finished in same material as the dwelling. Rocks are not permitted as an address post. Lighting is optional. The Developer will supply house number.

10.13 **RETAINING WALLS** – When required in front or side yards they must be constructed of washed aggregate concrete, brick, stacking stone or Allan Block complete with a complementary brick cap detail. The colour of the cap should be compatible with the materials used on the dwelling. The use of wood as a structural material for retaining walls will only be permitted only within the rear yard. Wood cannot be used as a structural material in front yards.

11. **ROOFING**

11.1 **ROOF PITCH** - Minimum roof pitch shall be 10/12.

11.2 **FASCIA** - Fascia boards are to be a minimum of ten inches (10")

11.3 **OVERHANGS** - shall be a minimum of 24" on all levels (exception allowed for dormers. Main overhangs to be 24" on all levels (exception allowed @ non-habitable areas such as garages, dormers, fireplaces, verandas, covered entries. Where shown that reduced eave depth is required & upon review approval is granted by The Developer)

11.4 **ROOFING MATERIALS** - shall be cedar, clay tile, concrete roof tiles or rubber roofing material can only be in shake or slate profile finishing of a standard approved by the ADC. Metal tiles may be used at the discretion of the ADC as long as they are in a shake or slate profile finishing. No asphalt roofing will be allowed

12. **REAR ELEVATIONS BACKING ON TO TRESTLE RIDGE ROAD**

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 required on stucco elevations at all rear windows. If substantial glass is used, then the build-out battens required on stucco elevations will not be required.

12.3 Walkout basement homes – the rear elevation of these homes require special design consideration to address two (2) or three (3) Storey appearances in highly visible settings.

12.4 Variation in wall planes, downhill slopping 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 time of construction of the house.

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 according to the development grading plan.

13.5 The Purchaser shall be responsible for the staking 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 back yards: 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.

14.2 The landscape plan shall address:

- (a) home site grading;
- (b) planting; and
- (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" calibre measured 12" from the sod. A minimum of one of the trees shall be coniferous with a minimum height of 8 feet;
- (d) and Three (3) trees with a minimum of 2" calibre measured 12" from the sod shall be located in the rear or side yard. A minimum of one of the trees shall be coniferous with a minimum height of 8 feet;
- (e) A minimum of Twenty percent (20%) of the front yard which lie ahead of the fence tie-in line or the front door, whichever is the greater is to be in shrubs or trees. On a corner lot, the required front yard area will be measured from the rear of the dwelling or garage.

14.4 Fencing – the following styles of fences shall be permitted:

- (a) black chain link style;
- (b) black Aluminium or Wrought Iron;

14.5 The Purchaser shall be responsible for the relocation of any boulevard tree(s) which conflict with the driveway configuration (side drive).

15. OUT BUILDINGS

15.1 All out buildings shall be constructed with the same exterior design and style as the dwelling constructed on the Building Lot including roof pitch & finishing materials. The roof pitch on all out buildings shall be 6/12 pitch.

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 thereto.

16.2 The Purchaser shall be responsible for the staking 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 over one ton is to be stored on the site. Recreational vehicles may be stored along 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.

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 to be deducted from the Security Deposit.

HORIZON DESIGNS LTD. ARCHITECTURAL COLOR APPLICATION

12816 52 Street, Edmonton, Alberta T5A 0B6

Phone # 780-922-8004 Fax # 780-922-8013 E-Mail : horizonsdesigns@xplornet.ca

Builder / Homeowner Name: _____
 Builder / Homeowner Address: _____
 Phone #: _____ Fax #: _____ Contact: _____

E - Mail Address: _____

Legal Description: Lot _____ Block _____ Plan _____
 Civic Address: _____
 Developer: Pinnacorp Subdivision Pinnacle Ridge Phase: _____

HOUSE DESIGN

House Type: _____ Model: _____
 Eave Overhang: Lower Level _____ Inches Ground Floor Area: _____ sq. ft.
 Roof Style: _____ 2nd. Floor Area: _____ sq. ft.
 Roof Pitch/ Slope _____ Total Floor Area: _____ sq. ft.

| Exterior | Material | Manufacturer | Color |
|--|-------------|--------------|-------|
| Roof | Series | | |
| Wall Material | Stucco | | |
| Front Corner Trim | | | |
| Chimney | | | |
| Brick Or Stonework | | | |
| Front Door | | | |
| Garage Door | | | |
| Soffits, Gutter, Spouts | Metal | | |
| Facia | Metal | | |
| Window Frame | PVC or Clad | | |
| Window Grills, if applicable | | | |
| Exterior Window & door Trim detail (Gable Battens) | | | |
| | | | |
| Trim detail- Veranda Skirting | | | |
| Trim detail- Entrance Post | | | |
| Trim detail - Entrance Railing | | | |
| Gables | | | |
| | | | |
| | | | |
| | | | |

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| | | | |
|-------------------------------|--|--|--|
| Entry Steps | | | |
| Driveway Finish | | | |
| Driveway Border if applicable | | | |

Note: Specify manufacturer, reference number, and color for all materials

USE OF HOUSE PLAN APPROVAL SERVICES

The applicant acknowledges that the house plan approval is provided as a service and that the Developer and / or its design Consultant assume no responsibility for the accuracy of the information provided, or for any losses or damages resulting from the use thereof.

The applicant acknowledges that the information provided is true and correct and that he/she will hold the Developer and / or its Design Consultant harmless from any action resulting from the use of the information.

Application Date: _____

Date Application Received _____

Conditions of Approval attached - see attachment

Horizon Designs Ltd. Dated _____ **Per:** _____

Any elevation or color changes to this application after approval must be submitted in writing to Horizon Designs for review & Approval prior to implementation. Changes after approval may be subject to an administration fee.

**HORIZON DESIGNS LTD.
INSPECTION REQUEST**

This completed form must forwarded to Horizon Designs with a final grade certificate and City or County grading approval letter/report.

BUILDER: _____

PROPERTY INFORMATION:

Property Civic Address: _____

Property Legal Address: Lot _____ Block _____ Plan _____

Subdivision: **PINNACLE RIDGE ESTATES** Stage _____

Homeowner _____

Inspection requested by : Name: _____

Company _____

Address/Postal Code _____

Phone # _____

Fax # _____

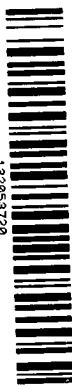
E-Mail : _____

PLEASE CHECK OFF THE FOLLOWING TO VERIFY CONFIRMATION OF;

- _____ Front & visible side yards sodded to fence tie-back line
- _____ Required (number & size) trees in front yard (see Developer guidelines to confirm requirements)
- _____ C.C. Valve exposed & visible (flagged if in sodded area or landscape material)
- _____ Designated Surveyors Final Grade Certificate (ground elevation certificate) **ATTACHED.**
- _____ Appropriate City OR County approved grading report / conformance letter / approval stamped grade certificate **ATTACHED.**

Provided your residence passes the inspection, a copy of the inspection report will be faxed to you at the number provided & will automatically be faxed to The Builder & The Developer.

When an inspection is requested and the work is not done or does not meet the requirements an additional charge will required for each subsequent inspection provided. .
(Effective May 1, 2011 the inspection fee is \$75 +gst = \$78.75)



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132053720 REGISTERED 2013 02 22
RESC - RESTRICTIVE COVENANT
DOC 8 OF 11 DRP#: W019936 ADR/WBARKER