

RESTRICTIVE COVENANTS

1. No dwelling house shall be constructed which shall have a floor area of less than 1,600 square feet on the main floor or 1,200 square feet for a two storey, the said measurement may include the outer walls but shall exclude any garage, patio, porch, basement area or like part of a building.
2. No building shall remain without exterior finishing for more than one (1) year from commencement of construction.
3. No dwelling shall be constructed unless an attached or detached garage having a minimum floor area of 500 square feet is also constructed at the same time as the dwelling.
4. No house shall be constructed with a front façade garage to house ratio greater than 50% garage to house.
5. The said lands shall be used for the construction on each lot of a single detached residential dwelling only and no attached, semi-detached, duplex or apartment shall be constructed on any of the said lands.
6. Roof material and pitch must be consistent with the house.
7. No buildings shall be constructed which are not of new materials.
8. No house shall be constructed within 50 feet of the front and backyard property line and 25 feet of the side yard property lines.
9. No accessory buildings shall be constructed within 15 feet of the side and back property lines.
10. No accessory buildings shall protrude past the front of the dwelling house.
11. No accessory building shall be constructed prior to the construction of the dwelling house.
12. Exterior finishing of accessory buildings must be consistent with the front façade of the house including stone, brick or architectural detail component.
13. Each residence shall have a minimum of 30% brick work or stonework on the front façade, except where architectural features compensate for the use of brick or stone or where brick or stone would detract from the overall effect.
14. Septic tanks and effluent pumping system shall be installed on private property by Aquatera certified contractors to standards accepted by Aquatera, and be connected at all times to the sewer system servicing the development. Systems on private property are owned by and are to be maintained by the homeowner. Aquatera reserves the right to inspect the tank and pumping system at any time to ensure compliance with manufacturer's and Aquatera standards.
15. No buildings of any kind whatsoever including modular and mobile homes shall be moved on to or parked on the said lands.
16. Any fence erected shall be no more than 5 feet in height and shall either be of powder coated chain link, metal, brick, stone or wood construction.
17. No fence shall protrude beyond the front face of the residence.
18. A decorative front entrance gate extending on either side of the entrance driveway constructed of materials complimenting the materials of the dwelling house may be constructed providing the design and materials are approved by the developer.
19. No excavation shall be made except for the purpose of construction or for the improvements of the lawns and gardens thereof.
20. Native evergreens and deciduous trees within a tree retention set back 25 feet from the front and back property lines and 15 feet from the side yard property lines shall not be disturbed. Upon completion of construction, any removed or damaged trees within the setback will be replaced with evergreens of a minimum height of 5 feet or deciduous trees with a minimum trunk diameter of 3 inches. Poplar, aspen and native willow do not qualify as planted trees. Any planted trees within the set back that do not survive 1 year must be replaced within 3 months.
21. All front yards shall be seeded or sodded to lawn grass upon completion of the dwelling except for area of flower beds, decorative landscaping and within a treed set back.

22. No signs or advertising materials of any kind shall be placed or erected except:
 - a. One sign of not more than 5 square feet advertising the property for sale or rent
 - b. Signs used by building contractors during construction
 - c. One personal name plate not larger than 12"x 24" denoting the owner's name and address.
23. No refuse piles or unsightly objects, including non-operative motor vehicles shall be allowed to be placed on a lot or on the buildings, fences or trees.
24. No industrial or agricultural equipment may be parked or placed on a lot except such equipment as is reasonably necessary to maintain the said lands.
25. No profession, trade or business of any description shall be carried out or in buildings placed thereon for that purpose.
26. No use shall be made of a lot and the buildings constructed thereon as a school, hospital, hotel, apartment house, duplex, boarding or lodging house or place of public resort.
27. No "off highway vehicles" (as defined in Paragraph 1(1)(k) of The Off-Highway Vehicles Act of Alberta, being Chapter 0-4 of The Revised Statutes of Alberta, 1980 and amendments thereout) shall be operated.
28. All recreation vehicles, off highway vehicles including boats, trailers, campers, all terrain vehicles, snowmobiles shall be parked in the rear of the lot or out of sight from the road and should not be placed in front of the residence longer than 48 hours on the said lands.
29. No commercial vehicles of a maximum weight exceeding 5,000 kilograms gross license weight pursuant to the axle loading ratio shall be parked or placed.
30. No repairs shall be made to motors, recreational and off-highway vehicles except if made within the garage or accessory building.
31. Any construction and use of any television or radio antennae is not allowed unless approved by the developer.
32. No birds or animals shall be kept except quiet dogs, cats and small birds as household and family pets, provided that:
 - a. They are not kept, bred or maintained for any commercial purposes;
 - b. They do not become a nuisance to adjoining landowners;
 - c. They are confined to your lot unless put on a leash or are otherwise appropriately controlled.
33. No development of any nature shall be undertaken upon any lot unless and until:
 - a. the owner of such lot has provided the Developer with drawings and specifications showing the proposed development and any buildings and other improvements associated therewithin sufficient detail to satisfactorily illustrate:
 - i. The size, height and design
 - ii. The materials to be used in construction and finishing
 - iii. The colours
 - iv. The setback, access and siting
 - v. The utility hook-ups and sewage services
 - vi. The landscaping
 - b. The developer has fully approved such drawings and specifications and has communicated such approval to the owner in writing. The developer shall have the absolute discretion to approve or disapprove such drawings and specifications.
34. The owner of the lot shall deposit \$5,000 (five thousand dollars) to be held, without interest, as security for any damages during construction to any roadways or lot approaches. The owner will remain liable to repair and replace any damage occasioned to the roadway or lot approaches running through the affected lands by such owner, his contractors and subcontractors in the course of construction, and construction shall be deemed to be incomplete until such repairs and replacements are made. The deposit will be returned upon completion as required.
35. Should any lot herein not be built upon within one (1) year from the date of purchase the owner shall thereafter keep the same in good repair and weed free.
36. The declared purpose of this covenant is to ensure the lands are brought into development as a quality community and are aimed at protecting the value of the investment made therein and for that purpose are reasonable.
37. Should any owner of any lot breach any of the covenants herein, then any other owner, adjoining or otherwise of any of the lands 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 defense to such claim or action against the developer.