
RESTRICTIVE COVENANTS

WYNNGATE ESTATES

PHASE 5

PLAN # 072-0079

OBJECTIVE: The objective of this Declaration is to establish a level of quality for the overall residential development. Ultimately, it protects lot owners from unattractive and offensive development on neighbouring lots and creates a collective community with appealing aesthetics that is maintained through equal efforts. The outcome of implementing this document helps increase the value and architectural appeal of the neighbourhood as a whole in order to create a cohesive community with aesthetic appeal.

CONSTRUCTION STANDARD: Any residence shall be of manufactured home construction and shall be built to standards and designs approved by the Developer. Homes deemed permanent structure.

COUNTY REGULATIONS: Homeowners are responsible for compliance with all Provincial/Municipal laws, bylaws, and regulations including home occupancy permits and compliance certificates, and note relevant plans regarding utilities and right of ways.

LOT GRADING: Lot owners shall conform to the building grade plans as designed by the project engineers. Original grade at the rear as established by the Developer in the event where the Developer has constructed a fence, must not be changed by the Homeowner. In all cases, should grading and drainage problems occur, lot owners shall act reasonably in the interest of being a good neighbor.

SITING: Location of the residence and driveway on the lot shall be pre-determined by the Developer.

LANDSCAPING: The Builder shall provide landscaping. This landscaping may include seeding of grass, sodding of the full yard, and 1 tree of the Builder choice in the front yard.

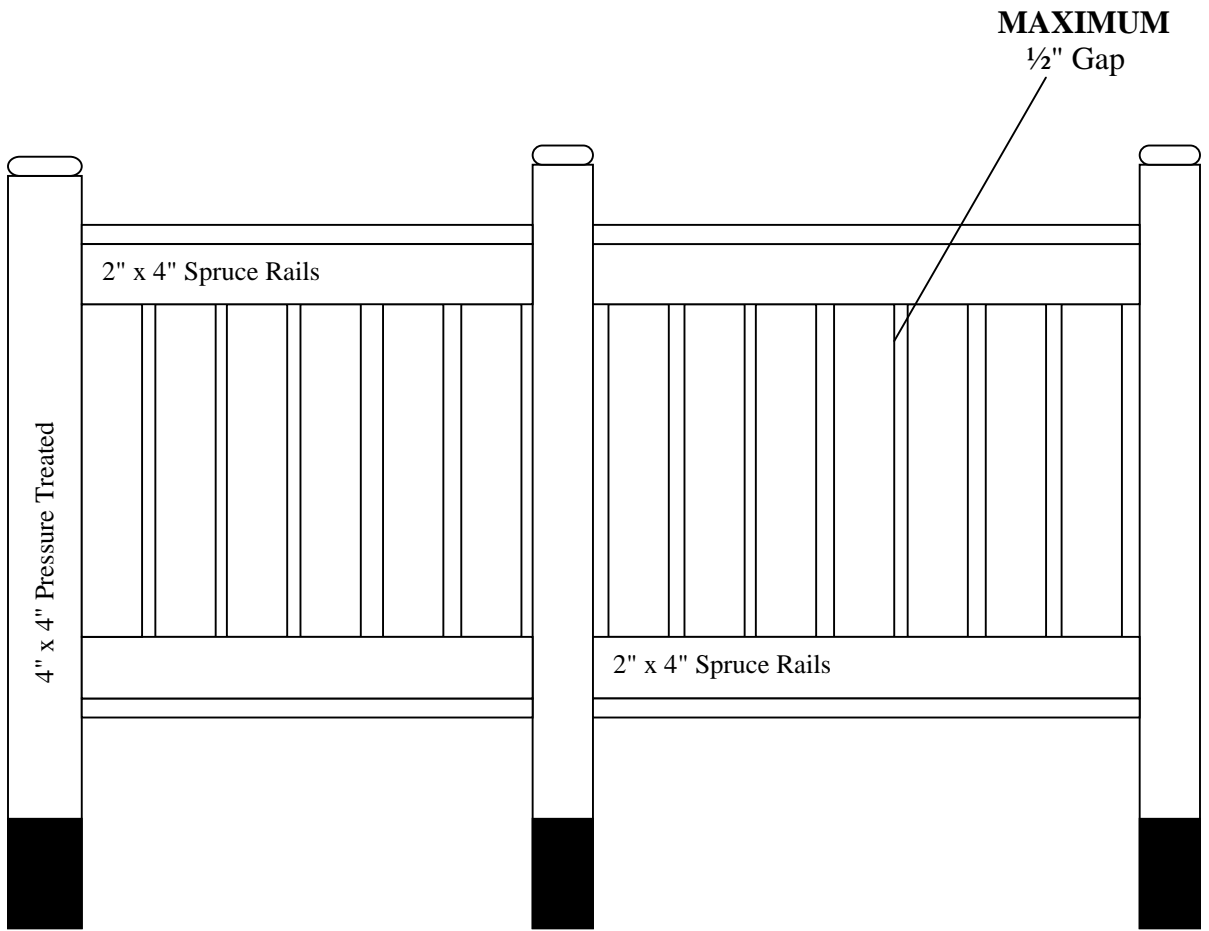
FENCING: Any fence erected on the lands shall be no more than Six (6) feet in height according to County Bylaws. Fence shall be of chainlink construction, or alternately of wooden construction following the general specifications as set out in Appendix "B" hereto. No fence shall protrude or be constructed closer to the roadway than the front of the residence.

Fences built by the Developer cannot be removed or obstructed by another fence. The Homeowner is required to maintain the fence in good quality standards, including in the case of a wooden fence, the original stain named "TAUPE" – a General Paints Product.

DRIVEWAY: Concurrent with the construction of the residence an asphalt driveway shall be constructed to the front of the residence.

- GARAGES:** Garages are optional on lots which meet County setback requirements; and may be attached or detached. Garage exteriors should relate to the house exterior by using similar design elements, finishes, detailing and colors. Roof pitch and type (gable, hip, dutch, etc.) should be similar to the house roof.
- SIDEWALKS:** Concurrent with the construction of the residence, an entry sidewalk from either the front street or driveway shall be constructed of cobblestone, interlocking brick, poured or pressed concrete, or asphalt.
- ACCESSORY BUILDINGS:** No accessory buildings shall be located in the front yards. All accessory buildings should be finished in the same exterior materials and colors as the residence.
- COMPLETION PERIOD:** Any exterior construction on the residence, property improvements or any deck or fence construction in the yard, shall be completed within three (3) months from the date of commencement. Upon completion, the property shall be cleaned up so as not to constitute a nuisance or annoyance to neighboring properties.
- FIREPLACES:** Where a fireplace is installed, there shall be no exposed chimney pipe on the exterior of the residence, except above the roofline.
- FIRE PITS:** Fire pits are allowed only as per County of Grande Prairie specifications.
- NON-OPERATIVE VEHICLES:** Non-operative motor vehicles, waste, garbage or rubbish shall not be stored or placed on any lot nor shall anything be done which may be a nuisance or annoyance to neighboring properties.
- PETS:** No birds or animals shall be kept on the said lands except dogs, cats, and birds as household pets.
- DAMAGE OF SERVICES:** Homeowners shall take precaution to prevent damages to installed developments such as curbs, water valves, street lights, fire hydrants, etc. Damages considered to be the fault of the Homeowner shall be repaired by the Developer and the cost shall be billed to the Homeowner.
- BREACH OF COVENANTS:** Should any owner of any lot breach any of the covenants herein, then any other owner, adjoining or otherwise of any of the lands in Schedule "A", may proceed in law against the offending owner to enforce these covenants, provided however, that no obligation, action or claim lies against the Developer or Vendor other than as a registered owner in the event of such a breach. This covenant shall constitute an absolute defense to claim or action against the Developer and Vendor.
- DEVELOPER AMENDMENTS:** The Developer reserves the right to amend Guidelines from time to time.

APPENDIX "B"



10" Diameter x 4'0" Concrete Piles (Typical)
1" x 6" Spruce Boards

