

PAINTED SKY
Phase 1
Restrictive Covenants

The declared purpose of this covenant is to insure that 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.

DWELLING TYPE:

The said lands shall be used for the construction on each lot of a single detached residential dwelling only (hereinafter referred to as “the residence”) and no semidetached, duplex or apartment shall be constructed on any of the said lands.

CONSTRUCTION STANDARD:

Any residence shall be of new construction and shall be built to standards and designs approved by the developer. Additionally, the developer shall approve the plot plan for any construction.

DESIGN CREATIVITY:

All residences must have a minimum of an attached double car garage finished with similar design and materials used on the house.

Only wood, aluminum or vinyl siding, stucco, hardboard, brick, natural stone or cultured stone shall be utilized as exterior wall finishes and trim material.

Each house must have a minimum of 15% brick or stonework on the front facade or alternately must display design creativity which offsets the need for brick or stone. Substantially identical homes are not repeated nearer than five lots apart on either side of the street.

Exterior finishes and colours as the neighbourhood develops are complementary.

ROOFING MATERIALS:

The following exterior materials only are to be used: cedar shakes, pine shakes, clay tile, or minimum 25 yr. asphalt shingles, brown or black shades only.

ROOF SLOPES:

All roof slopes shall be a minimum rise of five (5) feet for each twelve (12) feet on run, including garages, on all site built homes.

FIREPLACES:

Where a fireplace is installed, there shall be no exposed chimney pipe on the exterior of the residence, except above the roof line.

HOUSE SIZE:

Maximum site coverage shall conform to the Town of Sexsmith requirements.

Minimum total floor areas shall be:

Bungalow	1000	sq. ft.
Bi-Level	1000	sq. ft.
Split-Level	1000	sq. ft.
1 1/2 Storey	1300	sq. ft.
2-Storey	800	sq. ft. main level
	1300	sq. ft. total

DRIVEWAY:

Concurrent with the construction of the dwelling – a concrete, cobblestone, interlocking brick or stamped asphalt driveway beyond the gravel level shall be constructed.

SIDEWALKS:

Concurrent with the construction of the dwelling, an entry sidewalk from either the front street or driveway shall be constructed of cobblestone, interlocking brick or poured concrete. Pre-cast concrete slabs, wood or gravel not permitted.

LANDSCAPING:

Within twelve (12) months of occupancy, all front yards shall be seeded or sodded to lawn grass, except for those portions used in other decorative landscaping techniques, such as flower beds, shrubs, and washed or tile rock. All lawns must be completed to the front street curb.

ON CORNER LOTS, the homeowner is required to sod/landscape to the side curb and maintain the area.

RV'S AND MOTORHOMES:

RV's and motor homes are not allowed to park on the street.

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 neighbouring properties.

ACCESSORY BUILDINGS:

No accessory buildings, except garages, shall be located in the front yards. All accessory buildings should be finished in the same exterior materials and colours as the residence.

SATELLITE DISHES:

Satellite dishes with a diameter in excess of 30” are not permitted. Satellite dishes with a diameter less than 30” are permitted in side and rear yards only.

PETS:

No birds or animals shall be kept on the said lands except dogs, cats and birds as household pets.

SIGNS:

No signs or advertising material of any kind shall be placed or erected on a lot, except:

- a) one sign on each lot of not more than five (5) sq. ft. advertising the property for sale or rent.
- b) signs used by a building contractor during construction.
- c) any personal name plate on each lot not more than two (2) sq. ft. denoting the owners name and address only.

LOT MAINTENANCE:

Should any lot herein not be built upon, the owner shall thereafter until built on, keep the same in good repair and weed free.

LOT GRADING

All drainage from roof leaders and foundation drain pump-outs is to be directed to the front of the lot. Lot grading is to adhere to the approved subdivision grading plan.

In order to ensure the proposed final grades of each house does not adversely affect an adjacent house, Baltic Holdings Ltd. reserves the right to conduct an inspection; and if, in their sole opinion, adjustments to the final grade are necessary for the mutual benefit of adjacent houses and all costs with making the necessary adjustments are the sole responsibility of the builder and/or owner.

COMPLETION PERIOD:

Any exterior construction on the residence, property improvements or any deck or fence construction in the yard, shall be completed within nine (9) months from the date of commencement. Upon completion, the property shall be cleaned up so as not to constitute a nuisance or annoyance to neighbouring properties.

SOIL CONDITIONS:

All lot owners shall be aware that the soil conditions in this area varies considerable from lot to lot. The owner shall satisfy himself either through personal investigation or through the assistance of a geotechnical consultant that the footing size, water intrusion and any other geotechnical concern that may arise due to the construction of homes or any other building, is properly investigated and dealt with prior to the purchase of the lot. The developer of the land shall not be held legally responsible for any geotechnical problems that may arise because of variable soil conditions.

FENCING:

Any fence erected on the lands shall be no more than six (6) feet in height and shall be of chainlink construction or alternately, of wooden construction following the general specifications set out in Appendix "A" hereto. No fence shall protrude or be constructed closer to the roadway than the front of the residence. Masonry posts to match existing house masonry are acceptable. The front yard (defined as part of the lot between the living area of the residence and the street or avenue) of any lot shall not be fenced. For greater certainty corner lots shall not have the front yard (determined by the directional facing of the house) fenced but as with the remaining lots may fence the side and rear yards.

BREACH OF COVENANTS:

In the event the developer or any other landowner touched by these covenants takes legal action to enforce these covenants, the person seeking the remedy shall be entitled to costs on a solicitor-client basis. The Developer may access any land touched by this restrictive covenant to remedy any breach of this covenant and, where remedial work is performed, may charge the lands with a Builders' Lien to secure payment. 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 Phase 1 may proceed in law against the offending owner to enforce these covenants, provided however that no obligation action or claim lies against Baltic Holdings Ltd. or its principals other than as a registered owner in the event of such breach. This covenant shall constitute an absolute defence to such claim or action against Baltic Holdings Ltd. or its principals.

FOUNDATIONS:

No concrete foundations shall be exposed more than 6" in front of the garage driveway or garage floor. No house foundation shall be exposed more than 24".