

# BRIDGE CROSSING

ARCHITECTURAL CONTROLS

&

DESIGN GUIDELINES

Bridge Crossing Developments  
November 2015

**Definitions**

*Development Manager:* Troy Leavitt

*Developer:* 1864222 Alberta Ltd.

AND WHEREAS BRIDGE CROSSING is desirous of ensuring that future development of the Lands and future use, on or in conjunction with the various residential Lots outlined above shall not adversely affect the residential development, use and enjoyment thereof by BRIDGE CROSSING and its transferees, successors or assigns;

AND WHEREAS BRIDGE CROSSING intends that the development of the Lands, and any future use, on or in connection with the Lots, shall be subject to the restrictions as to use and activities, the Architectural Guidelines and Standards of Development set out herein (hereinafter collectively referred to as the "Architectural Controls");

NOW THEREFORE BRIDGE CROSSING as Owner of the Lands for itself and for every subsequent purchaser, transferee and assignee of any Lot or Lots contained within the Lands, and each and every other person or party deriving title to any of the Lots through any other means whatsoever hereby covenant and agree to observe and be bound by the following provisions, namely:

1. The Purchaser covenants with the Developer to observe and comply with the following restrictions and architectural controls, the burden of which shall run with each of the Lots located in the Lands hereinbefore described for a period of 10 years from the date of completion of construction of the dwelling on each of the hereinbefore described Lots and the benefit shall run for the same period of each of the Lots, forming a part of the Lands. This covenant shall be binding upon and ensure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties. The Purchaser and the Developer acknowledge and agree that each Parcel of the Lands is both a Servient Tenement and a Dominant Tenement.

#### **ARCHITECTURAL CONTROL DEPOSIT**

2. The Purchaser promises, covenants and agrees to pay the Development Manager an Architectural Control Deposit in the sum of \$3,500.00 on or before the closing date of the purchase of any of the aforesaid lands from the Vendor, which monies shall be held as security for compliance to this Agreement by the Purchaser or his assigns within the terms of the Architectural Controls set out herein.
3. The Development Manager covenants upon satisfactory compliance by the Purchaser with the Architectural Controls, the Architectural Control deposit shall be refunded to the Purchaser without interest.

#### **CONSTRUCTION TIMELINE**

4. Construction of any residence or building upon the lands shall be commenced within one (1) year of the date of possession by the Purchaser of the said lands (and "commencement date").
5. In the event that an Owner of any Lot located on the Lands has not commenced construction upon the lands within one (1) year as set out above, that Owner shall cause such Lot to be transferred to the Developer for an amount equal to the original purchase price of the lands less a 10% fee as *liquidated damages*.

6. The exterior of the residence or other buildings upon the Lands shall be completed within two (2) years of the date of possession by any Owner of the said lands, or the architectural control deposit will be forfeited. If required, additional penalties as identified in Section 29, will be enforced.
7. Landscaping must be completed within three (3) years of possession by Purchaser or the architectural control deposit will be forfeited. Landscaping to include what is outlined in the landscaping plan submitted as part of the architectural controls. If required, additional penalties as identified in Section 29 will be enforced.
8. Provided that the Developer deems an Owner of any Lots located on the Lands not to have commenced construction within the time limit set out herein, the Developer shall deliver notice to the Owner, and the Owner shall begin construction within 30 days of receipt of the notice, or the Owner and the Developer shall execute such documents necessary to effect a transfer of such within 30 days of receipt of the notification from the Owners to the Developer for an amount equal to the original purchase price of the lands less a 10% fee as liquidated damages.

#### **BUILDING SPECIFICATIONS**

9. No residence shall be constructed on the Lands which encroaches upon or straddles the property line with any Lot adjacent to it on either side, regardless of ownership of the adjacent lot.
10. No residence shall be constructed on the Lands which shall have a floor area above grade of less than the following dimensions:
  - Bungalow – 116.125 square metres (1250 square feet)
  - Split Level – 116.125 square metres (1250 square feet)
  - Bi-Level – 116.125 square metres (1250 square feet)
  - Two Story – 158.02 square metres (1700 square feet)

The measurement may include the outer walls of the residence but shall exclude any garage, patio, porch, or the like part of a building.
11. No building shall be constructed on the Lands more than two stories above front-grade. Notwithstanding the foregoing, no residence or dwelling shall be constructed on the Lands until the area and dimensions regardless of size have been approved by the Development Manager.
12. No building shall be constructed upon the Lands until the "Plot and Design Plan" has been approved by the Development Manager and applicable development permit approvals from the Town of Raymond have been issued. Each residence constructed on the Lands is encouraged to be designed so as to explore the potential of each Lot to arrive at a design which resolves the needs of the family intended to occupy the residence in terms of layout and finish. The design of the residence shall reflect the unique features of each Lot on the Lands in terms of view, orientation, access and integration of indoor with outdoor space. Each home design must be conceived as a simple and honest expression of present day architectural forms and without the use of eclectic or regional styles.

13. No two similar residential dwellings may be situated adjacent. By comparison, there must be significantly different roof configurations, window schedule, entry treatment, trim schedule and colour schedule for all adjacent residences located on the Lands.
14. Exterior finishes will be approved on a case-by-case basis.

#### **CODE & BYLAW COMPLIANCE**

15. No building shall be constructed on the Lands unless it meets or exceeds the Alberta Building Code and complies with all By-laws, zoning and set back requirements of the Town of Raymond, in the Province of Alberta.
16. The Owner shall comply with the Land Use Bylaw of the Town of Raymond in force at the time of the issuance of the necessary Development Permit.

#### **GARAGE**

17. No garage shall be constructed on the Lands unless it is a double attached or detached garage of the minimum dimensions of 6.7056 metres by 7.3152 metres (22 feet by 24 feet) and must be included as part of the overall design concept of the house and yard development and the exterior finish must be similar to that of the main residence and the roof line and pitch of the roof on the garage must be compatible with the design of the main residence.
18. Any detached garage or other outbuildings constructed on the Lands must meet Town of Raymond Bylaws and all applicable development permit approvals from the Town of Raymond must have been issued.
19. Any detached garage being built on the Lands must be approved in size and location by the Development Manager.
20. Except during the construction of an improvement on the Lands, the Lands shall not be used for the storage or any materials, vehicles or equipment other than such as are usually and ordinarily stored in connection with the occupation of a building used for private residential purposes. Specifically, but without in any way restriction the foregoing, the following items shall not be parked or stored in the front yard or adjacent to a lot:
  - Large trucks including tractor trailers;
  - Construction and farm equipment;
  - Motor homes, travel trailers, campers ( whether or not mounted to a vehicle), boats or utility trailers unless stored within a fully enclosed garage on the lot, or situated wholly behind the residence so that the unit being stored is not visible from the front property line;
  - Abandoned vehicles, or equipment, non-functioning vehicles or equipment, auto or truck bodies, and other vehicles or equipment not currently in a functioning state; and
  - Gasoline, diesel fuel, propane (except for home barbeques) or similar fuel or volatile, explosive or dangerous substances other than those used for ordinary household purposes in quantities appropriate for ordinary household use.

## **DRIVEWAYS AND SIDEWALKS**

21. No driveway or sidewalk facing the street and being located in the area from the front of the lot on the street to the back line of the house shall be constructed of any material other than poured concrete, asphalt or interlocking paving stones.

## **LANDSCAPING GUIDELINES**

22. A "landscaping plan" for the front portion of each yard located on the Lands must be included with each Design Plan showing the driveways, sidewalks, fencing, ground cover and planting material. Ground cover must be either sod or a combination of gravel and rock used in conjunction with sod. There must be both sod and a tree planted in the front yard on each Lot located on the Lands.

## **FENCING**

23. No individual fence shall be constructed on the Lands which does not comply with the Land Use Bylaw of the Town of Raymond and the location of which must be approved by the Development Manager, All fences must be maintained in a structurally sound and esthetically pleasing condition.
24. Each lot located on the lands must have a fence erected on the rear boundary that is approved by the Development Manager. The fence will be a 6 foot approved privacy construction fence and will be consistent with all lots. There shall be no fences on the front boundary of any Lot. Fencing along the side boundaries of any Lot is at the option of the Owner thereof.

## **LOT GRADING AND RETAINING WALLS**

25. No construction shall be carried out on the Lands until the "lot grading" plan is approved by the Development Manager and applicable development permit approvals from the Town of Raymond have been issued. The plan must include the finished floor levels for all levels of the house including the bottom of footings and garage elevations. The finished sod grades at the house must be shown as well as arrows indicating drainage patterns, or swales. The grade at each corner of the lot shall be compatible with that of its neighboring land so as to achieve efficient service water drainage away from that house and other development and must not change existing drainage patterns. Any deviation from the recommended grade levels must be presented in writing to the Development Manager and a written decision must be required before any deviation from the recommended grade levels is carried out on said lands.

## **PROCEDURE FOR DEVELOPMENT APPROVALS**

26. All parties constructing any structure on the Lands must submit the following to the Development Manager:
  - Plot and design plan showing all building locations, setbacks, driveways, sidewalks, fences and landscaping;
  - Lot grading plan, showing all grades and lot corner elevations;
  - Landscaping plan showing the landscaping design of the front portion of the yard;

- House plan showing the layout of each level including roof design and dimensions including:
    - ◆ Building elevation of each side of the house showing window types and sizes, finishes, roof, elevations, chimneys, flues and vents; and
    - ◆ Cross-sections showing foundation and footing elevations and all dimensions, in particular the relationship between all levels including the garage.
  - Completed development and permit application forms, and
  - A sample or description of all exterior finishing material including colour schemes.
27. All requested and provided information will be processed by the Development Manager within two (2) weeks of receipt if the information is deemed acceptable. If the application does not comply with the Architectural Controls or other bylaws and regulations, then the application will be returned to the applicant marked "unacceptable".
28. The decision of the Development Manager is final and binding and, in order to avoid delays, it is recommended that a preliminary consultation be made with the Development Manager prior to the application submission.
29. In the event
- A building on the property is not completed in its entirety in accordance with the Architectural Controls and the approved plans, or
  - The workmanship on the building is judged by the Development Manager at its sole discretion to be incompatible with the Architectural Controls:
- The Developer may, but is not obligated to:
- A. Complete the building in accordance with the Architectural Controls, or the approved plans; as the case may be, or
  - B. Replace the unacceptable workmanship,
- All at the Purchaser's expense.
30. Any monies expended by the Developer to complete the building in accordance with the Architectural Controls, or the approved plans, as the case may be, or replace unacceptable workmanship shall become a charge on the land for the building being built and a caveat or other charging document may be registered by the Developer against title to the property and the Developer may apply the Architectural Controls Security Deposit to any such monies expended; and take all steps available to it at law to collect any such monies as expended.

## **GENERAL**

31. The Developer and the Development Manager shall be responsible for the interpretation of the Architectural Controls and may modify any of the provisions stated therein at their sole discretion. Any dispute which may arise in connection with the Architectural Controls shall be determined by the Developer which decision shall be final and binding.
32. Failure on the part of the Developer or the Development Manager to enforce promptly and fully the conditions, covenants and restrictions of the Architectural Controls shall not be deemed to be a waiver of the right of the Developer to enforce the conditions, covenants and restrictions of the Architectural Controls.

33. All Owners shall be expected to take normal precautions to prevent damage to installed improvements. In particular, they shall:
- Protect all service lines including telephone, cable, electricity, gas, and water and sewer lines on the Owner's property and extending to the adjoining lands;
  - Protect sidewalks, curbs, gutters, etc. when it is necessary for vehicles to be driven across them. A simple and effective means is to place a sufficient depth of loose earth over the improvement to absorb the shock and distribute pressure;
  - Keep the road in front of the their Lot clean during construction, and keep the gutter and catch basin free of debris and in working order at all times; and
  - Avoid placing excess soil or construction debris on adjacent lots.
34. Any damage to installed improvements noticed prior to construction must be identified to the Development Manager at the time of discovery. The Manager will record the damage, and attempt to identify the party responsible for causing the damage. If this can be determined, the Development Manager will attempt to recover the cost to repair the damage from the party causing the damage. Any damage to improvements not identified prior to construction will be assumed to be caused by the Owner, unless the Owner can identify a third party who caused the damage. If the Development Manager is unable to recover the cost to repair the damage from the third party, the Owner shall become responsible for the cost of the repair. Any damage caused by the Owner must be repaired at the Owner's cost.
35. Any registered Owner of any Lot located on the Lands may enforce the Architectural Controls of this Restrictive Covenant against any other registered Owner of a Lot located on the lands.
36. Each Lot located on the Lands shall be deemed to form part of a Building Scheme, the land use and building restrictions and conditions contained in the Restrictive Covenants and Architectural Controls shall be deemed to be covenants running with each of the Lots and shall be binding upon each individual Owner of each Lot and for the benefit of the Owners of all the other Lots set out herein and their successors in title or such subsequent plan of subdivision of the same area as may hereinafter be filed. The Developer, or any inspection agency contracted by it, shall in its sole discretion determine the date when completion of construction has occurred.
37. Notice from the Development Manager as required in this document may be effected by personal service, regular mail to the last address provided by the Owner to the Development Manager, or to the address set forth on the Owner's Certificate of Title, or by posting the Notice on the Door of the dwelling located upon the Owner's lands. Notice from the Owner to the Development Manager as required in this document shall be affected by personal service upon the Development Manager.
38. Should any one or more provisions of this Restrictive Covenant be determined to be illegal, unenforceable or otherwise invalid, the same will be severed, but all other provisions will remain in effect.



**PROPOSED TIME LINE FOR DEVELOPMENT UPON THE AFORESAID LANDS**

39. The proposed time line for development by Purchasers of any Lot located on the Lands is as follows:
- A. Initial consultation with the Development Manager.
  - B. Development and building permits must be obtained from the Town of Raymond.
  - C. Review of documents to be completed within two (2) weeks of receipt.
  - D. Upon receipt of the required permits the builder can proceed with the construction phase. The building exterior must be completed within two (2) years of the Closing Date as outlined above.
  - E. Landscaping must be completed as shown within the landscaping plan within three (3) years of Closing Date.
  - F. Upon completion of the dwellings in accordance with the approved plans and permits, the Owner of the Lands notifies the Development Manager that he can make an inspection.
  - G. Following inspection and a determination of acceptable completion within the terms of the Restrictive Covenant and Architectural Controls set out herein, the Purchaser or the current Owner of the lands shall receive the Architectural Deposit without interest within 30 days of the date of inspection.

IN WITNESS WHEREOF the Purchaser and Developer have set their hands and seals effective as of the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**BRIDGE CROSSING DEVELOPMENTS**

  
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Witness

  
\_\_\_\_\_  
Mark Hasegawa  
Developer

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Witness

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Purchaser