



WHISPERING RIDGE

Welcome Home!

Phase 12 Architectural Guidelines/
Restrictive Covenants
May 2022

Schedule A – Servient Lots
Schedule B – Dominant Lots
Schedule C – Restrictive Covenant
Appendix A – Fencing
Appendix B – Builder's Application

SCHEDULE “C”

EXECUTIVE SUMMARY

This document outlines the design guidelines for Whispering Ridge, a planned community within the County of Grande Prairie.

The stated intent of these covenants is to ensure that the said lands are developed with quality. We will strive to build a community with merit and therefore believe these covenants will help protect the value of investment made therein.

These guidelines may be altered, amended or varied by the Vendor, Crosslink Leaseholds Inc., at its sole and absolute discretion and without prior notice.

Each purchaser must inspect the condition of the local improvements installed by the Vendor, including but not limited to curbs, gutters, sidewalks, etc. on or around the lot prior to commencement of construction in order to determine if any of these local improvements are damaged. Written notice of any damages must be submitted to the Vendor prior to purchase of lot, failing which, costs for repairing damages for same shall become sole responsibility of the Purchaser of the lot.

DWELLING TYPE

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

CONSTRUCTION STANDARDS

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. For additional details on approval process please see page 5.

HOUSE SIZE

All homes must comply with the following standards which are calculated above grade:
Minimum House Sizes:

- Bungalow 1300 sq. ft.
- Split Level 1300 sq. ft.
- Bi-level 1300 sq. ft.
- 2 Story 1600 sq. ft. – 800 sq. ft. on main floor (per unit)

All areas in this clause include outer walls but shall exclude any basement area, garages, porches, patio, deck or like structure.

DESIGN CREATIVITY

- The siting of homes should maximize the building pocket, 95% minimum unless a finished side RV pad is constructed, in which case the minimum will be 85%.
- All residences must have a minimum of an attached double (24'x24') garage finished with similar design and materials used on the house.
- Similar elevations of style may not be duplicated within three lots apart on either side of the street (XOAX). (*The same model with slight changes in elevation is not sufficient*) Color schemes are to follow the above mentioned guideline.
- No modular, mobile, prefabricated, log or A-frame homes on the said lands. All dwellings must be built on site.
- Verandas and Porches should be 3 – 6 risers (18” – 36”) above grade. Minimum depth should be 4'. All verandas and porches must be “skirted” with finishing detail.

EXTERIOR FINISHES/ELEVATIONS

To achieve the standard and caliber of visual appeal, and ensure that homes conform to the general trend of the neighborhood, a requirement for some architectural detailing and continuity will apply to all homes.

- Only wood, aluminum or vinyl siding, stucco, hardboard, brick, natural stone or cultured stone shall be utilized as exterior wall finishes and trim material.
- All stucco designs must include the use of battens on all elevations, not just the front elevation.
- Each house must have a minimum of 30% brick, stone or a similar material on the front façade. Cultured stone applications in lieu of real stone will be considered on an individual basis subject to approval of actual product to be utilized.
- Boxed or returned soffits are strongly encouraged.
- Front windows and gables must have relief or additional trim material to give definition. Changes in cladding material and/or pattern are strongly encouraged on all gables.
- No False Fronts
- Garage doors are to be a minimum 8' height on all styles of residence.
- Height between the garage door and eave line should be kept to a minimum. Appropriate detailing is required where height exceeds 24” inches.

EXTERIOR COLORS

Contrasting colors between cladding material and trim/fascia is encouraged. The use of a third accent color is also recommended for entry and garage doors.

Colors will be approved on an individual basis. Colors will not be duplicated on adjacent lots. In keeping with the character of the neighborhood and in keeping with blended streetscapes, extreme color variations will be strongly discouraged. Exterior finishes and colors are to be complementary. Paint chips, brick, stone or stucco colors **must be submitted** for approval prior to their application to the home. For additional details on approval process please see page 5.

ROOFING

- The following exterior materials only are to be used: Cambridge 30 – Driftwood,
- All roof slopes shall be a minimum rise of five (5) feet for each twelve (12) feet on run, including garages on all bungalow, bi-level, and split level home styles. All 2-storey plans shall be a minimum of six (6) feet for each twelve (12) feet on run, excluding garages.
- Alternate roof slopes may be approved by the land developer on a case by case basis.

FOUNDATIONS/BASEMENTS

No concrete foundations shall be exposed more than 12” in front of garage driveway or garage floor. All exposed concrete on foundation or basement walls must be parged prior to completion of construction. All basement/foundation material must be concrete; no wood basements of any kind will be permitted.

DRIVEWAYS AND SIDEWALKS

Concurrent with the construction of the dwelling:

- Driveways are to be located in conformance with the driveway location plan.
- Driveways and front walks are to be constructed of concrete, cobblestone, interlocking brick or stamped concrete
- Pre-cast concrete slabs, wood or gravel are not permitted

LOT GRADING

Ideally, all drainage from roof leaders and foundation drain pump-outs is to be directed to the front of the lot. Due to the lot elevations in this phase, it is crucial that the lots be graded according to the approved subdivision grading plan provided by the land developer’s engineering firm. Many lots are back to front drainage, which require extra attention to detail.

LANDSCAPING

- Within twelve (12) months of occupancy, all front yards shall be seeded or sodded to lawn grass, except for those partitions 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.
- The developer will provide one tree per lot unless two lots share a front yard area (no driveway between), in which case only one tree will be provided between the two lots. The first lot to be sold will get the tree coupon. Tree selection will be predetermined by the developer and his contractor.
- Planting hedges or border type of tree planting is not allowed along the property lines between the adjacent roadway and the front side of the dwelling.
- On corner lots, the homeowner is responsible for landscaping to the side curb and maintaining the area.

FENCING

Any fence erected on the lands shall be no more than six (6) feet in height and shall be 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. 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. The uniform color choice is: **Fawn Brown** (Sherwin-Williams or color match elsewhere).

COMPLETION PERIOD

Any exterior construction on the residence shall be completed within nine (9) months from the date of commencement. Upon completion, the property shall be cleaned up so as to 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 roof line.

SATELLITE DISHES

- No satellite dishes shall be placed in front yards
- No satellite dishes shall be larger than thirty six (36) inches in diameter

RECREATIONAL VEHICLES

RV's, motor homes and boats are not allowed to park longer than 4 days in the summertime at any one time either on the front street or in the front driveway. The intent of this is to allow for preparation for weekend holidays and such. All other times of the year they are not to be parked for longer than 24 hours.

CLEAN UP

Builders should encourage timely removal by all sub-trades of litter on building sites. Failure to comply will result in a clean-up bill being charged to the lot. Supply of bins by the builder is mandatory.

No dumping of any kind without the written consent of Crosslink Leaseholds Inc. Failure to comply will result in a clean-up bill being charged to the builder associated with the offender.

ADDITIONAL INFORMATION

- No signs or advertising material of any kind shall be placed or erected on a lot with the exception of a building contractor signage (during construction) or during a political campaign (removed within 48 hours after election date).
- Non-operative vehicles, waste, garbage or rubbish shall not be stored or placed on any lot.
- No accessory building or structure shall exceed the height of the main structure.
- No accessory building or structure shall be closer to any lot line than 1.2 meters (4 feet).
- All yards are to be mowed regularly and kept weed free.
- No accessory buildings except garages shall be located in the front yards. All buildings should be finished in the same exterior materials and colors as the residence and be within the County of Grande Prairie RR-2 zoning allowances. A development permit must be obtained from and approved by the County for any accessory building. Please check the County Land Use by-laws for further specifications.
<http://www.countygp.ab.ca/assets/Departments/Planning~Development~Services/Bylaws~Maps/land-use-by-law-1001.pdf>

- Any accessory building or structure shall be located at least 1.8 meters (6 feet) from any principal building.
- No accessory building or structure shall exceed the height of the main structure.
- No accessory building or structure shall be closer to any lot line than 1.2 meters (4 feet).
- All yards are to be mowed regularly and kept weed free.

APPROVAL PROCESS

Before applying to the County for a development permit, the applicant shall submit plans for approval of Crosslink Leaseholds Inc. Application shall include the following:

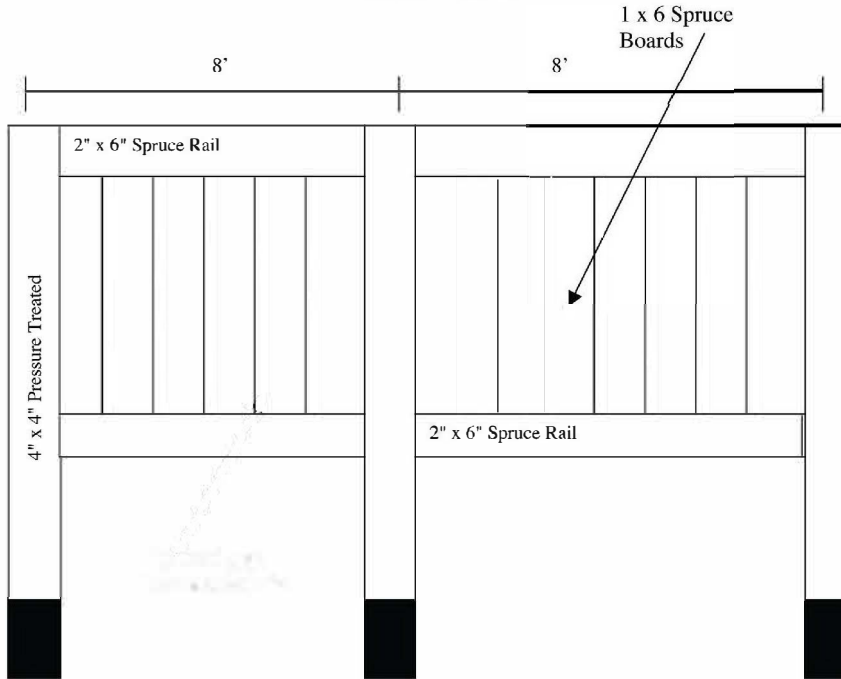
- A complete set of scaled plans and elevations,
- A cheque payable to the developer for \$2,500.00 as a security deposit,
- A copy of plot plan with elevations prepared by **Helix Engineering/Surveys** or a surveyor approved by the developer,
- A completed and signed application form, and
- Material and color samples, as required.

Crosslink Leaseholds Inc. will review the plan and recommend approval, modification or rejection of the application based on the adherence of the plans to these guidelines. Should disputes arise, the developer shall make the final decision on the acceptability of plans. **Please note:** the development permit will not be processed unless the County of Grande Prairie has received confirmation that the developer has approved the builder’s application. Once approved, Crosslink Leaseholds Inc. will send a copy of the application indicating any changes to the County of Grande Prairie and the Applicant. After approval, the plans may not be altered without prior approval of the developer. Crosslink Leaseholds Inc. will keep an up-to-date record of plans showing house types, color, etc. to advise the applicants of how their proposed house will best fit into the subdivision.

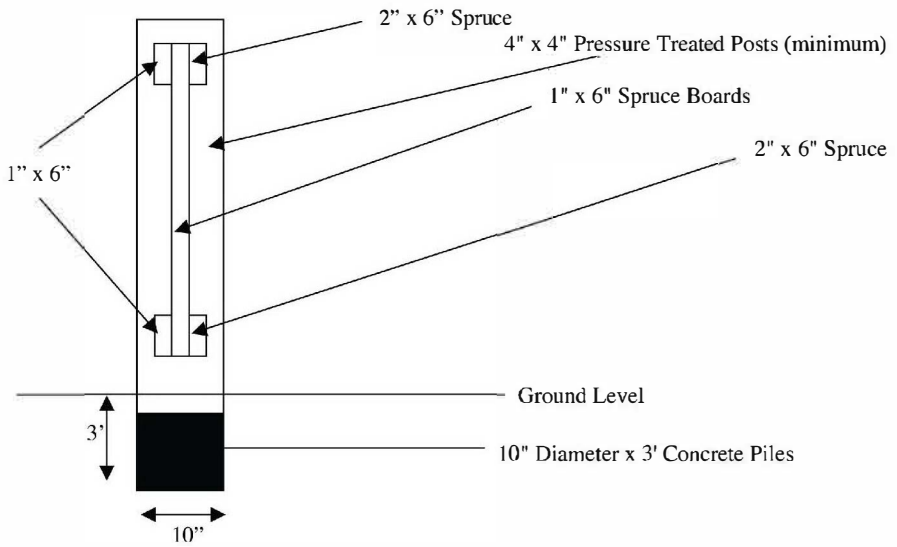
BREACH OF COVENANTS

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, any of the other land owners in Whispering Ridge Phase 10 may proceed in law against the offending owner to enforce these covenants, provided however that no obligation action or claim lies against Crosslink Leaseholds Inc. or its principals other than as a registered owner in the event of such a breach. This covenant shall constitute an absolute defense to such claim or action against Crosslink Leaseholds Inc. or its principals.

APPENDIX "A"



**10" Diameter x 3' Concrete Piles (Typical)
1" x 6" Spruce Boards**





APPLICATION FOR BUILDING APPROVAL

Date of Request _____ Subdivision _____ Phase _____

Plan _____ Block _____ Lot _____ Civic Address _____

Builder _____ Contact Name _____

Mailing Address _____ Postal Code _____

Phone # _____ Email Address _____ Job # _____

Homeowner _____

House Type: Bungalow Bi-level 1 ½ storey 2 storey Split-level
Additional: _____ Roof Pitch _____ Sq. Ft. Main + _____ Sq. Ft. Upper = _____ Sq. Ft. Total

	Material	Manufacturer	Color
Roof	<u>Asphalt Shingles</u>	<u>IKO Premium</u>	<u>Driftwood - Cambridge 30</u>
Siding *	_____	_____	_____
Architectural Shakes*	_____	_____	_____
Soffit/Fascia *	_____	_____	_____
Eaves/Downspouts *	_____	_____	_____
Trim *	_____	_____	_____
Window Sash/Grills	_____	_____	_____
Brick/Stone/Rock	_____	_____	_____
Entry Door	_____	_____	_____
Garage Door	_____	_____	_____
Driveway/Walkway	_____	_____	_____

** Please provide material samples for items that are marked if possible*

SITTING AND GRADES IN ACCORDANCE WITH THE ATTACHED PLOT PLAN PREPARED BY THE DESIGNATED SURVEYOR. THE BUILDER IS RESPONSIBLE FOR MEETING THE REQUIRED ELEVATIONS AND ENSURING ACCEPTABLE DRAINAGE IN COMPLIANCE WITH THE APPROVED GRADING PLAN AND PLOT PLAN.

Use of House Plan Approval

The applicant acknowledges that the house plan approval is provided as a service; therefore the developer assumes no responsibility for the accuracy of the information provided or for any losses or damages resulting from the use thereof. The applicant further acknowledges that he will hold the developer harmless from any action resulting from the use of this information.

Date _____ Signature of Applicant _____

*****Please attach the following:**

- A complete set of scaled plans and elevations
- Copy of plot plan with elevations prepared by Helix Surveys
- Completed and signed application form
- Material & color samples, as required
- \$2500 Damage Deposit per lot (up to a max. of \$5,000 per Builder)



Additional Information

A damage deposit of \$2,500.00 is due prior to house plan and grade approval to cover:

1. \$1500 - Breach of architectural objectives - to be reimbursed after construction completion
 2. \$1000 - Possible damage to:
 - a. curb stop – Water valve
 - b. sidewalks, curbs and gutters
 - c. Driveway aprons and asphalt
 - d. Boulevard landscaping and trees
 - e. Light standards
 - f. Fire hydrants
 - g. Cathodic protection points
 - h. Grading and drainage swales
 - i. Fencing
- To be reimbursed after FAC compliance with municipality or inspection with Builder

The procedure for a deposit return is as follows:

- Exterior completed in accordance with registered guidelines and as approved by the architectural consultant.
- Landscaping satisfactorily completed as per requirements.
- Rough grading completed
- Water valve exposed and marked.
- Sidewalks, street, lane, gutters and curbs cleaned.

Upon Completion of construction, site works, and landscaping, a final inspection is done to ensure compliance with the architectural guidelines and to check for any damages to municipal improvements. **To initiate the final inspection, a request form must be forwarded by the builder to Crosslink Leaseholds Inc.**

Phone Numbers:

City of Grande Prairie	(780) 538-0300
County of Grande Prairie	(780) 513-3950
Aquatera Utilities	(780) 538-0340

