

Architectural Controls

Introduction

1. Westlake Estates is positioned to be one of the most unique recreational subdivisions in Central Alberta. Acreage-sized lots, the absence of sidewalks, a minimum of fencing, generous building setbacks and a variety of stunning vistas will create a "country estate" feel. Yet the subdivision is strategically located 2 hours from Calgary, 1.5 hours from Edmonton and 3/4 hour from Red Deer.
2. In order to fully optimize the value of the exclusive setting and to ensure consistent high standards throughout the development area, these Restrictive Covenants and Architectural Control Guidelines will apply. These covenants and controls will greatly benefit homeowners through an improved residential development and appreciation in real estate value.
3. The program outlined is not intended to be of a stringent or restrictive nature, but rather to set up guidelines together with basic design information which will assist in producing a high quality, estate style, single family subdivision. For this purpose, the developers are establishing a committee that will act as Architectural Guidelines consultants and will be responsible for the interpretation of the guidelines and may modify any of the provisions at their sole discretion.

Home Design

4. The house designer is encouraged to explore the potential of each lot to arrive at a solution which resolves the needs of the family in terms of layout and finish, and also reflects the unique features of each lot in terms of view, orientation, access and integration of indoor with outdoor space. The design must be conceived as a simple and honest expression of present day architecture.
5. Due to the acreage-sized parcel sizes it is anticipated that homes will be designed as bungalows, however bi-levels or two-stories may be considered. The Committee reserves the right to reject a Purchaser's proposed design which in its opinion is deemed to be incompatible with the overall design intentions of the subdivision. Appropriate permits for all buildings must be obtained from The County of Ponoka.
6. No mobile or modular home of any nature whatsoever shall be placed or maintained on any lot. No previously used building shall be relocated or moved onto any land in the subdivision.

Size of Home

7. The minimum floor area of any home will be 1200 square feet, this includes the outside walls but excludes any garage, patio or porch. Two-story homes shall be minimum 1000 square feet on the main floor. Only one detached dwelling, for one family, may be erected on a lot.

Roofs

8. A minimum roof pitch of 4:12 should be used although shallower or flat roofs may be considered if the designer can demonstrate the necessity for reduction in pitch. Acceptable materials are cedar or pine shakes, concrete or clay tile, and "architectural" asphalt shingles.

External Wall Finishes

9. One principle finish material must be used on all elevations of the home, false fronts are not encouraged. Materials such as stucco, brick, stone and wood siding are to be used whenever possible. Aluminum or vinyl siding is not an acceptable finish material.
10. The excessive use of one color and the use of extreme colors is to be avoided. For example: red, bright blue, bright yellow, bright green, pink or purple are not acceptable colors. Earth tone and/or neutral colors are to be used.

Garages and Accessory Buildings

11. An attached garage may be included as part of the overall design of the home, and may be sized to be up to 75% of the main floor area of the house.
12. There may also be a detached single story accessory building built on the lot. This accessory building may be sized to a maximum of 100% of the main floor area of the house including the garage, however in no case to exceed 1200 sq. ft. The maximum overall height of the accessory building shall not exceed the height of the house, and in no case shall exceed 24' from grade. The accessory building must match the house as to overall design and exterior finishes.

13. Such an accessory building is strictly intended for personal use such as storage of a boat, travel trailer or motorhome, or for personal hobbies such as woodworking, art or photography. No outside equipment, such as air compressors or dust collection systems, may be attached to any building. It is not intended to be used as a second dwelling for sleeping or housing tenants of any kind. It is also not intended to be used for any commercial activity whatsoever. Placement of the accessory building on the lot shall comply with all setback requirements, and shall further be situated taking into consideration sightlines of surrounding properties. The house must be built prior to construction of the accessory building.
14. One additional skid-mounted garden shed or child's playhouse may be placed on the property, to a maximum size of 240 sq.ft. Semi-trailer cargo containers, sea-cans or unsightly storage units will not be allowed.

Commercial or Industrial Activity

15. No commercial or industrial activity will be allowed other than what is permitted in the County of Ponoka standards for Home Occupation if approved.

Setbacks

16. To achieve the desired streetscape and to maintain the country style of the development, a minimum setback of 6 meters from the front property line will apply. Other setbacks will be 3 meters for side yards and a 6 meter rear setback. Properties backing onto Highway 771 shall have a 20 meter rear setback. Setbacks shall apply to the principal residence, the garage and any accessory building. The Developer reserves the right to vary setbacks slightly, taking into account development on adjacent parcels and/or the unusual shape of some of the lots within the development.

Fencing

17. The developer will install a 4' high chain link fence along the rear of those properties adjacent to the commercial properties, and possibly around the privately-owned wildlife preserve property. Due to the large scale of the subdivision, additional fencing may not be required at all. Owners wishing to construct a fence on the side property lines must use material similar to the developer's fence in conjunction with landscaping. Privacy screening around decks and patios will be permitted as long as the materials match the finish of the house.

Landscaping

18. Landscaping will be installed by the developer in the municipal reserve area located adjacent to Highway .771. Individual landscaping on each parcel shall be undertaken by the homeowners to enhance individual homes and to compliment the style of the development while giving consideration to neighboring properties.

Driveways

19. Driveways are to be finished with gravel as a minimum, but may also be hard surfaced in asphalt, broom finish concrete, exposed aggregate or interlocking pavers.

Garbage Collection

20. Home builders are to utilize containers from a commercial waste disposal service during construction to prevent building materials from blowing onto adjacent properties.

21. Once homes are completed, the county of Ponoka will make available to each residence a portable garbage container. It will be the homeowner's responsibility to store the container out of sight, except for collection day. Options include storing the container in the garage or constructing a properly integrated enclosure.

Grades

22. Finished lot grades have been established for each lot to assist in unifying each unit to its neighbor and to achieve an efficient overall water drainage system for the subdivision.

Water

23. As verified by the Preliminary Groundwater Potential Study conducted in 2008, each acreage-owner is permitted to have one (1) water well on their property. The preferred drillers for all wells is Aero Drilling & Consulting Ltd. or an alternate licensed professional well driller. All wells must be registered.

Surface Water Drainage Control

24. In the case of a parcel of land lying adjacent to other parcels of land within the subdivision (Westlake Estates), the owner shall not allow discharge or diffusion of accumulating surface water onto adjacent lands of lower elevation.

Sanitary Service

25. All lots in Westlake Estates are of sufficient land area to contain private sewage disposal systems, Geotechnical engineering has determined that the soils at Westlake Estates are suitable for individual septic systems. Once the location of buildings is determined the owner should conduct a site specific evaluation to determine the optimum placement of the septic field, taking into account the location of the well, adjacent fields, driveways, etc.

Security Deposit

26. A \$2,500.00 Architectural Controls Deposit is to be paid to the Developer as security for compliance by the Purchaser of the terms of these Controls as well as appropriate building codes. Upon final completion of building and including landscaping, the Purchaser must submit approval documents from Alberta Permit Pro and request the Committee to perform an inspection for compliance with these Controls. When the Committee confirms satisfactory compliance with the Architectural Controls, the Security Deposit will be refunded in full to the purchaser. The Deposit is non-interest bearing.

Completion of Building Exterior

27. The Purchaser shall be expected, subject to reasonable weather contingencies, to complete the exterior finishes of their buildings within one (1) year of commencement of construction.

Non Compliance

28. If the Purchaser does not comply with the requirements as specified herein, the Developer will have the right to rectify the deficiencies using the Deposit funds and to recover any additional costs from the Purchaser. The Developer shall be at liberty to pursue legal action for any deficiencies arising from the Purchaser's non-compliance with the Developer's covenants.

Building Time Limit

29. If the Purchaser/Land Owner fails to begin house construction within five (5) years from the original date of closing of the Offer to Purchase/Agreement for Sale for the lot purchase between the Developer and the first Purchaser/Land Owner, then the Developer shall have the right to arrange for an appraisal on the lot, shall have the right to pay the Purchaser /Land Owner 75% of the fair market value of the appraised value of the property, and Title to the property will revert back to the Developer. The appraisal shall be done by a mutually agreed upon appraiser. If the Purchaser/Land Owner and the Developer fail to agree on a suitable appraiser after 30 days, then an appropriate, licensed, realtor shall provide the appraisal.

Miscellaneous

30. The following are miscellaneous provisions applicable to Westlake Estates:

1. Further re-subdivision of any lot within the development is prohibited.
2. These Covenants and Controls can only be amended or varied with the unanimous agreement in writing of all registered owners affected. This agreement shall be binding upon the parties hereto, their heirs, legal and personal representatives, successors and assigns.
3. Holiday trailers, motor homes, or tents parked on the lot may only be occupied while the dwelling house is under construction or for overnight visitors once the dwelling house is constructed. Maximum of one personal holiday trailer or motorhome may be stored on each lot.
4. No hunting, trapping or shooting of firearms will be allowed.
5. No raising or keeping of livestock, including but not limited to cattle, horses, sheep, goats, donkeys, rabbits, etc. will be permitted.
6. No signs, billboards or advertising matter of any kind shall be displayed on a lot other than reasonable signs offering property for sale or a sign indicating the name and local address of the owner.
7. No vehicles which are inoperable shall be kept, stored or parked except inside a garage and not subject to view.
8. No piles of lumber, old cars or junk of any type shall be allowed to accumulate, nor shall building waste be dumped on any of the lots or reserve areas.