



## **TUSCAN RIDGE ESTATES**

LIVE BEAUTIFULLY

### **Section 1 – General Construction Requirements**

- 1.1 All buildings and other improvements on the Lots are to comply with the current R.M. of Corman Park District Zoning Bylaws, all building codes, and conform with all easements and restrictive covenants registered on title.**
- 1.2 All dwellings and outbuildings on the Lots must be constructed in accordance with these guidelines. Only one main dwelling house, to be occupied by one family, shall be erected and standing on any one Lot at any time.**
- 1.3 Prior to the application for a building permit from the R.M. of Corman Park, a copy of the construction drawings for the proposed dwelling with the architectural and design standards form filled out in full must be submitted and approved by the Vendor. The construction drawings must include a complete set of house plans, exterior elevations, floor plans, site plan and full construction notes. Any changes to the original submitted plans and or architectural selections must be submitted for approval by the Vendor. The Purchaser acknowledges that the Vendor shall have the right (but not the obligation), in its sole discretion, to assign its approval rights hereunder to the Tuscan Ridge Community Association at any time.**
- 1.4 No construction may commence without a signed approval form from the Vendor and without an approved permit from the R.M. of Corman Park. Permits must remain in effect throughout the entire time of construction.**
- 1.5 All buildings in addition to the main dwelling must be constructed of the same materials and follow the same architectural guidelines excluding garden sheds of 140 sq ft or less. No more than one detached building may be erected per Lot. No building designed as living space other than the main dwelling may shall be erected on any Lot. The combined area of the outbuilding cannot exceed the total developed area of the main dwelling.**
- 1.6 All chimneys and outdoor fire pits must meet all building code requirements.**



## **TUSCAN RIDGE ESTATES**

LIVE BEAUTIFULLY

- 1.7 All construction materials and debris must be contained in approved waste containers. It is the individual Lot owner's responsibility to ensure that the construction site is kept free of debris, garbage and construction materials.**
- 1.8 All walkout foundations and living spaces above any garage must be reviewed and sealed by an engineer.**
- 1.9 Prior to building and as a condition of sale, all Lot owners will be provided with a copy of the Geotechnical Report and Drainage Report for the Development. The basement and foundation of any building must be engineered or a Lot specific geotechnical report completed. This information must be provided to the R.M. of Corman Park with the development permit application.**
- 1.10 Sewage disposal shall be a type 2 mound. Sask Water Corporation will require a completed inspection form from the contractor installing the mound or from Saskatchewan Rural Health before the hook up of the water system is granted. Location and size of septic tanks/cisterns must be submitted to the Vendor with the construction plans for review.**
- 1.11 Building setback must be a minimum of 8 meters from the front of the Lot, 3 meters from each side of the Lot, and 10 meters from the back of the Lot. All building set backs must be shown and submitted on the site plan before a permit is issued.**
- 1.12 There shall be no commercial business or commercial signs of any sort on any of the Lots.**
- 1.13 No used buildings or structures may be moved onto any portion of the Development.**
- 1.14 No trailers, mobile home or any similar building used for the purpose of living accommodations, shall be used or left on any Lot, other than for up to 6 months during construction.**
- 1.15 No large or commercial vehicles, inoperative vehicles, farm machinery, or other unsightly objects or materials shall be left or stored on any Lot at any time. Construction materials must be kept**



## **TUSCAN RIDGE ESTATES**

LIVE BEAUTIFULLY

on the owner's Lot and kept in a neat and tidy manner. No Lot is to be used as a storage facility for trailers, recreation vehicles, automobiles, storage trailers, or camper trailers, by anyone not residing in the Development.

- 1.16 All fences and other structures must be maintained and or kept in a condition to not appear run down and worn out. Fences along the front of the property must be constructed of white vinyl and must not be more than 4 feet in height and consist of three horizontal rails and posts no more than 8 feet apart. Additional fencing must be white vinyl or complementary to white vinyl and be approved by the Vendor.**
- 1.17 No horses, birds, livestock or animals of any kind may be kept on any Lots except for dogs, cats, rabbits, or any other household pets, in accordance with the R.M. of Corman Park Bylaws.**
- 1.18 No excavation and or removal of soil, gravel or sand except for the purpose of building and or improvement of the overall terrain of the Lot is allowed.**
- 1.19 The Vendor will not be held liable for any individuals and or Lot owners in the Development who do not follow or conform to the restrictions laid out in this document. In the event that any of the restrictions contained herein conflict with the RM of Corman Park's Bylaws, then those Bylaws will take precedence.**
- 1.20 Owners may remove trees/shrubs from their Lot in order to clear the land for construction of their dwelling, outbuilding and driveway. The Vendor encourages Lot owners to refrain as much as possible from cutting down mature trees in order to maintain the natural beauty of the Development.**
- 1.21 There shall be no draining of water or creating drainage swales to permit drainage of surface water in or near the Development. In addition there will be no altering or obstructing in any way the natural drainage of water in or near the Development.**
- 1.22 Any antenna or pole placed on any Lot or structure on the Lot shall not exceed 1.5 meters above the nearest structure to the antenna.**



## **TUSCAN RIDGE ESTATES**

LIVE BEAUTIFULLY

- 1.23 Off-road vehicles such as skidoos, ATV's, and dirt bikes may be used on individual Lots and for maintenance purposes only. At no time is operation of off-road vehicles permitted within the Development with the exception of leaving or returning to a Lot by the most direct route.
- 1.24 No hunting, trapping, or shooting of any fire arms shall be allowed within the Development. Surrounding land may be used for general farming purposes and residents should be aware and understanding of these practices.
- 1.25 All exterior light fixtures shall be designed and placed to illuminate structures within the confinement of the Lot boundary lines so as to screen the glare and light from adjoining properties.
- 1.26 All Lot owners are entitled to become members of the Tuscan Ridge Homeowners Association.

### **Section 2 – Architectural Guidelines**

- 2.1 **Minimum Dwelling Sizes**
- |  |   |
|--|---|
| - Block 1, Lots 8 - 12                                 | 1600sq ft bungalow/bilevel<br>2000 sq ft two storey<br>3 car attached garage  |
| - Block 1, Lots 1-7 & 13 -16<br>and Block 2, Lots 7-13 | 1400 sq ft bungalow/bilevel<br>1800 sq ft two Storey<br>2 car attached garage |
- 2.2 **Foundation**
- Concrete or Insulated block
  - No wood basements
  - All walkout lots where a retaining wall is required must follow the corresponding grades.
- 2.3 **Exterior Materials and Colors**
- Acrylic stucco
  - Cement board
  - Brick or stone with minimum of 20% frontage with 2' returns
  - Other exterior applications upon approval of the Vendor



## **TUSCAN RIDGE ESTATES**

**LIVE BEAUTIFULLY**

- Exterior color schemes must be neutral earth tones and blend with the overall feel and flow of the Development. All exterior selections must be approved by the Vendor.
- Front porches are allowed but material must be treated wood or wood composite.

### **2.4 Roof Construction**

- Minimum 6/12 (or otherwise approved by the vendor)
- Asphalt Shingles (Min 30 year)
- Clay or Metal Shingles only if approved by the Vendor
- Rubber shingles

### **2.5 Landscaping**

- Basic landscaping must be completed within 12 months of completion of building.

### **2.6 Driveways**

- Driveways must be completed at a minimum with a gravel surface.

## **Section 3 - Water Distribution**

- 3.1** The Vendor will supply a curb stop (connection point) at or near the Lot line. The connection to the curb stop and trenching of the line to the dwelling will be the responsibility of the Purchaser.
- 3.3** Water will be supplied by Lost River Water Co. Ltd. and costs in relation to same will be the responsibility of each Lot owner.

## **Section 4 - Roadways**

- 4.1** The Developer will build the roadways within the Development to the standards of the R.M. of Corman Park. The developer will apply hard surface paving as per the R.M. of Corman Park servicing agreement.
- 4.2** The Purchaser will be responsible for the maintenance of their approach and any driveway within the boundaries of their Lot. The Purchaser is responsible for the gravel or surface of their approach



## **TUSCAN RIDGE ESTATES**

LIVE BEAUTIFULLY

and their driveway. Any damage done to the approach and or culvert is the responsibility of the Lot owner to repair.

### **Section 5 - Garbage Pickup**

- 5.1 Lot owners are to arrange their own garbage pickup with a reputable service provider of their own choosing.

### **Section 6 - Construction Timelines**

- 6.1 All exterior construction on a Lot, including all finishes and painting, must be completed within 1 year of commencement of construction on that Lot.
- 6.2 All construction on a Lot must be completed within 2 years of commencement of construction on that Lot.

### **Section 7 - Further Subdivision**

- 7.1 There will be no further subdivision of any land in the Development unless the vendor is provided approvals from R.M of Corman Park.

### **Section 8 - Miscellaneous**

- 8.1 The right is granted by the Vendor to the Purchaser to enforce the said conditions and limitations in respect of every one of the Lots as against the owners thereof from time to time, the intention being to create these conditions and limitations for the benefit of all of the owners of the Lots from time to time.
- 8.2 The Vendor covenants with the Purchaser to observe the said conditions and limitations as the same apply to the Lots. In order to provide security to ensure strict compliance with these conditions, the Vendor shall have a lien against the Purchaser's title to the Lot and shall be entitled to register a caveat against the title to the Lot for the amount of any damages resulting from the Purchaser's failure to observe any of the said conditions and limitations.
- 8.3 The covenants in this instrument contained on the part of the Vendor and the Purchaser and all the said conditions and limitations and all rights and conditions created hereunder, are expressly declared to be



## **TUSCAN RIDGE ESTATES**

**LIVE BEAUTIFULLY**

**perpetual and to be covenants and conditions running with the land, and all covenants on the part of the Vendor and the Purchaser shall enure to the benefit of their successors, heirs, executors, administrators and assigns.**

- 8.4 The liability for breach of any of the covenants herein contained on the part of the Purchaser shall be borne by the owner(s) of the Lot(s) on which any breach occurs, at the time such breach occurs. The Vendor shall have no obligation to enforce any of the conditions herein contained but the said obligations may be enforced by any other Lot owner(s).**
- 8.5 The rights under this Agreement shall accrue as often as any of the said conditions are broken and, under no circumstances, shall any condonations, waiver or release of any breach of any of the said conditions, be pleaded as a defence or estoppel in any action to enforce any right under this Agreement.**
- 8.6 Any deviation from this said agreement will be considered by the developer upon written request. Subsequent documents and/or meetings may be required from the developer in order to further define the scope of the request. With the developers sole discretion, written approval may be granted for the deviation/variance.**