



*Gray Homestead  
Community Association*

**HOMEOWNER'S MANUAL**

*(Revised 2017)*

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## **Gray Homestead Community Association Policies**

The Gray Homestead Community Association has been charged with the responsibility of maintaining the community to the standards which were formulated at the launch of the development. These standards are ever developing concepts, reflecting community members' current and future ideas regarding the evolution of our community. This document is being issued to review the standards and serve as a basis of information for future policy development. This is meant as a summary only, with the full document being available under Restrictive Covenant #021-210-540, as it is assessed on each property. Subsequent standards are available through General Meeting Minutes. The following policies are ones that have been deemed a priority by community members, and they will be enforced by the Gray Homestead Community Association when necessary. Having stated this, it is important to remember that we are all neighbours and that disputes should be resolved first through neighbourly contact. Simple discussions should be all that is required given that homeowners have been made aware of the community policies. In the event of unresolved disputes, an e-mail sent to [ghca@grayhomestead.ca](mailto:ghca@grayhomestead.ca) will notify the Board of Director's as to any offenses, whereby the Board will deal with infractions via e-mail or by letter. As a last resort, legal action may be instigated by the GHCA, with the costs associated with enforcing the community policies born by the offending homeowner.

### **Dues:**

Community Association dues are reviewed and approved annually by a quorum of the membership at the Annual General Meeting. Dues are payable to the Gray Homestead Community Association on or before March 31. Failure to pay dues in a timely fashion will result in a penalty of \$75.00 and immediate suspension of membership to the community association, as well as revoking of voting privileges. Failing response from these measures collection letters will be delivered to homeowners, which will be subsequently sent to mortgage holders, notifying them of the Community Association's intent to file a claim on the property.

### **Construction:**

All house plans, changes, or additions to existing structures, and major landscaping projects must be approved by the Board of Director's. Such items include sheds, gazebos, pergolas, decks, dog runs, lighting, and front yard structures. To submit plans contact the Community Association via the "Contact Us" e-mail on our website ([www.grayhomestead.ca](http://www.grayhomestead.ca)) to set up a meeting time.

Plans will be reviewed by the Board of Director's, and notification given back to the homeowner within 30 days. All Board Members must sign off on the plans; during the summer approvals may take longer on account of holidays. Please provide two copies of your submission so that one may be kept for central file. House Plans are required to be signed by the GHCA President and the Director responsible for Building Approvals, and sealed with the GHCA stamp in order to be accepted by Rocky View County.

**Pets:**

No livestock of any kind shall be kept or maintained on any property. Domestic pets, such as dogs and cats shall be kept under control by their owners at all times. Residents should do their utmost to keep their pets in their own yards. Dogs should be kept on a leash when off their properties, but they can walk off-leash so long as they are with their owners and kept under control. Members should clean up after their dogs. Failure to follow this policy will require action by the GHCA and/or Rocky View County.

**Lights:**

No outdoor lights shall be permitted except for lights affixed upon the residence and other buildings, and unobtrusive lights for driveways and walkways (height and wattage of light to be used must be approved by the Board of Director's). The use of these lights should be done in a respectable manner so that neighbours are not affected in any way; any complaints may be sent via e-mail to [ghca@grayhomestead.ca](mailto:ghca@grayhomestead.ca) to initiate GHCA action with the offending property owner.

**Drainage:**

Drainage shall not be altered on any lot when landscaping, nor shall ponds or other such structures be allowed without the express approval of the GHCA. To submit plans contact the Community Association via the "Contact Us" e-mail on our website to set up a meeting time.

**Parking and Storage:**

No trailer, large truck, inoperable vehicle, boat, or RV shall be parked on a property except in the garage, or in a screened area located adjacent to the house or behind the house. Screening can be achieved through landscaping (shrubbery and trees), which will effectively block the view of the afore-mentioned vehicle from Gray Way and neighbouring properties. No material or equipment shall be stored outside of a structure on any lot. No gasoline tanks, tanks, or stands shall be permitted on any property. Offenders will be asked by the GHCA to remove the trailers/vehicles, equipment in order to comply with this requirement.

**Garbage Cans:**

Garbage Cans left out for regular pick-up must be secured to the fence-post if there is a tendency for them to fall over, and the lids for all cans must be secure. Garbage that is blown around is the responsibility of the homeowner and they will be asked to clean up any debris.

**Lot Maintenance:**

Each homeowner is required to mow and maintain their ditches. Each homeowner is also responsible for weed control on their property. This is not only a community requirement, but one that is also required by Rocky View County. Failure to comply with either of these requirements will result in a letter of complaint to be delivered to the homeowner from the GHCA, as well as a letter of notification to be sent to Rocky View County.

# THE GRAY HOMESTEAD COMMUNITY ASSOCIATION

## Restrictive Covenant

WHEREAS Bauland Inc. is the registered owner of those lands hereinafter described and hereinafter referred to as the "Lots" or "Lands". The Lands are:

Lots 1 to 16 inclusive, Block 1 Plan 021 2085  
Lots 1 to 4 inclusive, Block 2 Plan 021 2085  
Lots 1 to 10 inclusive, Block 3 Plan 021 2085

Which Plan is hereby referred to as the "plan of subdivision".

AND WHEREAS it is desirable that the buildings within or upon the Lots must maintain certain standards of use and shall observe certain standards of architectural excellence, as described in this restrictive covenant and the "Architectural Guidelines" attached as Schedule "A" hereto and referred to as the "Architectural Guidelines", for the benefit of all future property owners of the lots and in accordance with conditions of development imposed by the Municipal District of Rockyview.

AND WHEREAS a homeowners association "The Gray Homestead Community Association" (sometimes hereinafter referred to as "Gray Homestead" or the "homeowners association") has been incorporated to manage and enforce the restrictive covenants, the Architectural Guidelines, and maintain certain facilities after December 31, 2004.

NOW THEREFORE THIS DEED WITNESSETH THAT in pursuance of the covenants and for valuable consideration, Bauland Inc. does hereby for itself, its successors and assigns and The Gray Homestead Community Association covenant as follows:

1. Bauland Inc. by virtue of its ownership of the Lots, pursuant to section 71(1) of the Land Titles Act, does for itself and its successors and assigns in title covenant and agree to observe and be bound by the hereinafter mentioned covenants running with the Lands, which covenants shall be binding upon and enure to the benefit of all lots and parcels and owners thereof, such that all of the Lots shall be servient lots with respect to each and every other lot and all of the Lots shall be dominant lots with respect to each and every other lot.
2. All of those Lots upon the Lands shall be built upon and maintained in conformity with:
  - a. the conditions and covenants set out or referred to in this Restrictive Covenant; and the Architectural Guidelines attached as schedule "A"
  - b. the building, zoning and municipal by-laws of the Municipal District of Rockyview #44 and any successor municipal authority;
  - c. the restrictive covenant registered against the Lands relative to a storm water drainage easement; and

d. a restrictive covenant registered pursuant to the archaeological restrictions.

3. Bauland Inc. will implement, impose and carry-out the terms of this restrictive covenant and the Architectural Guidelines until December 31, 2004 and thereafter The Gray Homestead Community Association shall assume the obligations and rights contained within this restrictive covenant and Architectural Guidelines and impose and carry-out the terms thereof using the funds generated pursuant to a charge registered against the Lots by the Community Association.

4. All the Lots upon the Lands shall be deemed to form a building scheme, the land use and building restrictions and Architectural Guidelines and these covenants herein shall be deemed to be covenants running with the Land and shall be binding upon and enure to the benefit of all such lots and parcels and owners from time to time in the said building scheme. Such land use and building restrictions, Architectural Guidelines and conditions may be enforced by Bauland Inc. or by the homeowners association after December 31, 2004, by reason of ownership of the Lots or the Lands surrounding or adjacent to the Lots. In the event lots are developed upon Blocks 4 and 5 within the quarter section, the developer of these adjoining lands shall be entitled, with the consent of the homeowners association, to include these lots created in the Lands, and in this event the restrictions and obligations of the Restrictive Covenant and Architectural Guidelines, encumbrances and financial obligations shall apply mutatis mutandis.

5. Bauland Inc. shall approve the plans of the buildings and their appurtenances that are to be constructed on any of the Lots, the location of the dwelling upon the Lots, the type and location of the septic tank and field and the natural trees and shrubs that may be removed in order to permit the construction of the dwelling, septic tank field, outbuildings and driveway. Bauland Inc. shall enforce the Architectural Guidelines and shall interpret the Architectural Guidelines at its sole discretion and shall determine whether such conditions and standards contained in the Architectural Guidelines have been complied with and shall have the power to enforce compliance in any manner it deems appropriate.

6. No failure on the part of Bauland Inc. to enforce promptly and fully the conditions, covenants and restrictions contained herein shall be or be deemed to be a waiver of the right of Bauland Inc. to enforce the conditions, covenants and restrictions. The restrictive covenants contained herein are severable, and the invalidation of one shall not invalidate any other restrictive covenant or performance standards herein, and shall in no way be construed as a waiver of any of the other restrictive covenants or performance standards.

7. For the purpose of carrying out its functions under this building scheme Bauland Inc. may hire, employ and retain engineers, architects, surveyors, planners and solicitors and the costs incurred in the operation shall be borne by Bauland Inc.

8. The Lands covered by this building scheme shall be used for private residential purposes only and no attached or semi-detached house, duplex or apartment or any house designed for more than one family shall be erected on the Lots, and no out-buildings other than a garage, and no more than one detached dwelling house may be erected on any one lot in the subdivision, provided that nothing herein shall prevent the owner of any lot making adequate provision for

domestic staff within said detached dwelling, or upon said lot.

9. No residence shall be used for any other purpose than that of a private dwelling for a single family and its domestic staff.

10. None of the Lands or any building erected thereon shall be at any time used for the purpose of any trade or business of any description, or as a hospital, or other charitable institution, or as a hotel, commonly called a bed & breakfast, as an apartment house, boarding or lodging house, or place of public resort.

11. No Lot shall be used for the depositing, dumping or storing of any refuse, trash, garbage, or discarded building materials. All rubbish, trash or garbage shall be removed from the Lot on demand and shall not be allowed to accumulate thereon.

12. No cattle, sheep, poultry, hogs, swine or other livestock shall be kept or maintained on any of the Lots. This paragraph shall not be construed however, as a prohibition or in any manner interfering with the reasonable keeping of pets upon any Lot in accordance with municipal guidelines and by-laws, provided that no business or hobby for the purpose of selling and/or breeding domestic pet animals shall be established on any of the Lots. Domestic pets such as dogs and cats shall be kept under control by the owners of the Lots at all times, in accordance with the rules and regulations that may be adopted by the homeowners association at any annual meeting of its members.

13. No residence or other buildings shall be commenced on the Lands unless the location of the building on the Lot is within the building envelope for that Lot and approved by Bauland in writing. No septic tank or tile field shall be installed until the type and location of each has been approved by Bauland Inc.

14. No building on any Lot shall be serviced with utilities and water except by lines and pipes, which bring the utilities of irrigation line wholly underground into the building. No street lights shall be permitted on the Lots and no outdoor lights shall be permitted except for lights affixed upon the residence and other buildings, lights and a sign on any Lot used for identification and unobtrusive lights for the driveway and walkway as approved by Bauland Inc. or the homeowners association.

15. Any surface drainage systems whether natural or man made as described in a plan of survey for drainage easement shall not be altered or impeded in any way and shall be maintained by Bauland Inc. or the homeowners association as the case may be, along with the ancillary wells and irrigation lines.

16. No home shall be constructed which does not have an individual external read-out water metre. No potable water shall be supplied to the said lands for normal residential use except pursuant to the existing water distribution system. No activity may be taken which will result in the removal or destruction of the aforesaid water metres located upon each lot or which would prejudice the efficient operation of the said water meters, water lines and irrigation lines located upon each lot.

17. No trailer, or mobile home of living accommodation, or truck exceeding one (1) ton capacity or recreation vehicles shall be parked or placed on the Lands except in the garage erected thereon or in an approved screened area, providing that nothing herein shall prevent an owner permitting truck, trailers, or mobile homes to be parked on any of the lots for a period not exceeding forty-eight (48) hours. No non-operable vehicle or vehicle without a current valid license shall be placed or maintained on the Lands.
18. No excavations shall be made on those portions of the Lots shown on the plan of survey for archaeological purposes and shown as areas of historical significance, being lot 15 in Block 1, Lots 1 to 3 in Block 2 and Lots 7, 8 and 9 in Block 3 on the plan of subdivision.
19. No person shall alter the drainage and storm water ponds constructed by Bauland in accordance with a storm water management study prepared by Jubilee Engineering Consultants Ltd. and dated April, 2002 and as shown on the plan of survey registered as a drainage easement.
20. The owner of any Lot shall provide paved or hard surfaced parking sufficient for at least four (4) cars adjacent to the garage. Tennis courts must be landscaped and fenced with appropriate screening material. Each Lot shall have a paved or hard surface driveway from the driveway apron to the garage.
21. No buildings shall be erected or construction commenced on the Lands unless plans showing the location of the said buildings on the Lot, floor plans, grades, elevations and architectural features in accordance with Schedule "A" hereof, design and location of septic tank and field and landscape plan have been submitted to Bauland Inc. and written approval obtained therefore.
22. No building, structure or fence of any kind shall be erected upon any Lot within the subdivision without the prior written approval by Bauland Inc., which approval will consider the sight lines of adjacent lots, the set backs the development site has from the common roadway, rear and side yards, and the conformity or suitability of the development with that of adjacent lands. No fence shall be constructed or replaced that is not identical to or closely similar to the wood rail fence erected by Bauland Inc.
23. Prior to commencement of construction, all residential design as to exterior material, compatibility of design, size, location site, trim, chimneys, entrance, garage doors and fences shall be submitted to Bauland Inc. for approval prior to construction.
24. No aerials or towers for aerials greater than 9 metres in height from ground level shall be erected on any lot and no satellite dish larger than 60 centimeters in diameter shall be erected.
25. No material or equipment shall be stored outside of a structure on any lot. No gasoline tanks, or other fuel tanks or stands therefor shall be permitted on any Lot except within a structure which will conceal their visibility from any other lot. Recreational vehicles parked on any lot shall be screened to conceal their visibility from any other lot and Gray Way. Without restricting the generality of the foregoing, no commercial vehicle of a maximum weight in



excess of nine thousand (9,000) g.v.w. pounds (4082.4 kg) shall remain on any lot for longer than is reasonable necessary to load or unload such a vehicle.

26. There shall not be permitted on any lot any activity that might create, dust, smell, smoke or traffic generation unreasonable for a private community.

27. Garbage cans or receptacles for garbage that are not screened from view shall not be permitted on any lot.

28. No addition to any buildings, or any change in the color scheme of any buildings shall be made unless the plans and specifications and details have been submitted and approved by Bauland Inc. or the homeowners association, as the case may be.

29. No evaporative of air-heating or conditioning unit or tower shall be located on the roof of any structure unless screened by walls or other adequate means in such a manner as to conceal them from the view of neighboring Lots and streets.

30. No outdoor toilets may be erected or maintained on any part of any Lot or property except during construction on the applicable Lots or property.

31. Should it be necessary at any time for Bauland Inc. of the homeowners association to employ counsel, to enforce any of the provisions, conditions, Architectural Guidelines, development controls or covenants herein contained, all costs incurred in the enforcement thereof including but not limited to a reasonable fee for counsel on the basis of a solicitor and his own client shall be paid by the owner or owners of the Lot of Lots who through their breach make it necessary for Bauland Inc. to enforce such provisions, conditions, Architectural Guidelines development controls of covenants. Bauland Inc. or the homeowners association shall have a right to file a lien or caveat against such Lot or Lots and Bauland does hereby charge the Lot to secure payment and restitution caused by any breach of the provisions, conditions, Architectural Guidelines, development controls or covenants herein contained.

32. The obligation to obtain approval from Bauland Inc. and the right to grant such approval pursuant to the provisions of this restrictive covenants and Architectural Guidelines and the right to enforce the ongoing provisions of this restrictive covenant and the Architectural Guideline shall be assigned and assumed by the The Gray Homestead Community Association on December 31, 2004 and thereafter this homeowners association shall be entitled to maintain and enforce the terms of this restrictive covenants and the Architectural Guidelines. The homeowners association of the area shall be entitled to exercise such rights to approve as was formerly held by Bauland Inc. and for clarity, the obligation to seek such architectural approval shall extend to January 1, 2094 when it shall cease. The homeowners association shall be entitled to maintain and enforce the prohibitions and the standards and development controls contained in this Restrictive Covenant.


No action shall lie for damages against Bauland Inc. or the homeowners association as the Grantor or Grantee, for breach or relaxation of any one or more of the covenants, by an owner of a Lot, contained in this Restrictive Covenant or any other third party. This Clause shall

constitute as absolute defense to any such action and may be pleaded as such.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals, attested by the hands of their proper officers this 6 day of June, 2002.

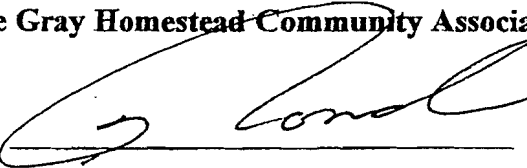
**Bauland Inc.**

Per:

A handwritten signature in cursive script, appearing to read "B. Bauland", written over a horizontal line.

**The Gray Homestead Community Association**

Per:

A handwritten signature in cursive script, appearing to read "G. Bond", written over a horizontal line.

**SCHEDULE "A"**  
**GRAY HOMESTEAD ARCHITECTURAL GUIDELINES**

1. Development is restricted to one detached single-family residence on each Lot, together with accessory buildings such as a private garage and other development, which is clearly consistent with the residential use. No other development shall be constructed upon a lot.
2. Any use other than a residential use is prohibited and shall not be carried on upon any lot.
3. Except for the following no sign shall be erected upon any lot:
  - (a) a temporary sign not to exceed the exterior dimensions of 2 feet by 3 feet for the purposes of advertising the sale of the property. A temporary sign shall not remain upon the property subsequent to the sale of the property.
  - (b) an identification light standard and sign showing house or lot number or residential address; and
  - (c) signs erected by Bauland Inc. for the identification of the subdivision and signs for the development and the sale of the Lots.
4. No dwelling house shall be built, erected or maintained upon any lot within the subdivision of the Land that does not conform with the following namely:
  - 4.01 There shall not be erected upon any Lot any dwelling house, having an area of less than the following:
 

(a) One Storey	1800 square feet	167 square meters
(b) One and One Half storeys: Minimum total area	1400 square feet	130 square meters
	2600 square feet	241 square meters
(c) Split-level Building: Minimum total area	1400 square feet	130 square meters
	2600 square feet	241 square meters
(d) Two Storey buildings	1400 square feet	130 square meters
	2600 square feet	241 square meters

In calculating the ground area of a dwelling house, the measurements for calculation shall be taken as the outside measurements of the main walls of the building and ground level shall not include any garage which does not have habitable rooms above it and shall not include any porches, verandahs or unheated sun rooms.

- 4.02 No two-storey building shall be built upon Lots 14 to 16 in Block 1 or upon Lots 1 to 3 in Block 2, nor shall a house be built on the high points located on Lot 15.

5. No building, structure or fence of any kind shall be erected upon any lot within the subdivision without the prior written approval by Bauland, which approval will consider the sight lines of adjacent lots, the setbacks that the development has from the Gray Way and property lines and the conformity or suitability of the development with that of adjacent lots.
6. Prior to commencement of construction all residential design as to exterior material, compatibility of design, size, location site, trim, chimneys, entrance, garage doors and fences shall be submitted to Bauland Inc. for approval prior to construction.
7. No surface disturbance nor building construction shall obstruct the drainage courses constructed by Bauland Inc. in accordance with a storm water management study prepared by Jubilee Engineering Ltd. dated April, 2002.
8. No garbage cans or receptacles for garbage that are not screened from view shall be permitted on any lot.
9. No buildings shall be erected on the said Lands unless the color, materials, and exterior design of the buildings shall have been approved by Bauland Inc. or, after December 31, 2004, by the homeowners association, and no alteration of the color or exterior design of any building upon the said Lands shall be made without the approval of Bauland Inc. or the community association as the case may be.
10. No addition to any buildings, or any change in the color scheme of any buildings shall be made unless the plans and specifications and details have been submitted to the homeowners association, and approval in writing obtained therefor.
11. Every building shall be completed in accordance with the plans approved by Bauland Inc. or the homeowners association as the case may be.
12. Roof finishes of all buildings on the said Lands shall be complimentary to the building finish and shall be wood shake, wood shingles, clay or concrete tile. Pre-finished color metal or Asphalt shingles may only be used with the approval of Bauland Inc. if the colour and profile is similar to the previous described roof finishes.
13. Fireplace and furnace chimney finishes on all buildings on the Lands shall be matching or complimentary brick or stone of the same materials as the walls or trim of the buildings of which they form a part.
14. If any of the preceding covenants is determined to be void of unenforceable, in whole or in part, such invalidity or unenforceability of any other covenant, and the covenants herein shall be deemed to be separate and distinct covenants.
15. No covenants herein shall be deemed to restrict any provisions of any development control by-law, development control resolution, zoning regulation or land use regulation,

or any similar by-law, resolution or regulation passed or imposed by any governmental authority. The covenants herein are to be considered as additional restrictions and in the event that these Architectural Guidelines are contrary to, but not more stringent or restrictive than the governmental by-law, resolution or regulation, the governmental by-law, resolution or regulation shall apply.