



COMMUNITY COVENANTS for SINGLE FAMILY LOTS

LOT # _____ Purchasers: _____ Date: _____

Halls Creek Villages is a “COMPLETE” community. These guidelines have been developed to implement the design philosophy of Halls Creek Villages, namely, to blend structures and residents' lifestyles into a harmonious and aesthetically pleasing community that places a strong emphasis upon the preservation and enhancement of the natural beauty and ecological diversity of Halls Creek Villages. These guidelines are intended to provide direction to property owners and builders in the planning, design, and construction of their residences. The intention is to promote quality of design and compatibility among all improvements without unduly restricting the property owners' ability to exercise individuality in their choice or design of a residence. No one residence, structure, or other improvement should stand apart in its positioning, design, or construction so as to detract from the overall environment or appearance of Halls Creek Villages. Synergy Urban Villages Inc. will be open to and encourage creativity, innovative use of materials and design, and unique (if appropriate) methods of construction as long as the final result is consistent with the spirit of these guidelines and the guiding philosophy of Halls Creek Villages.

This agreement, between SYNERGY Urban Villages Inc. (the Developer of Hall's Creek Villages), and the Residents of Hall's Creek Villages is intended to facilitate the ease with which people become residents of the community. It is also intended to put the focus on the fair and equitable development of this sustainable community with respect to the Residents, the social fabric of the community, the environmental qualities of the Villages, the energy efficiency of the homes and businesses, and the economic feasibility of the various construction projects.

The Residents agree to comply with the following covenants which shall be incorporated into, and registered with the deed of the property.

The Resident agrees to comply with the recommendations of the Developer with regards to the following points:

- A. The Resident agrees to erect a detached, site-built, single-family dwelling, as a main use. Prefinished or prefabricated homes may be permitted upon approval of the Developer.
- B. The Resident agrees to provide SYNERGY Urban Villages Inc. with a conceptual design of the proposed dwelling. Once the conceptual design has been approved by the Developer, the Resident may then continue with the construction drawings.

- C. The Resident agrees to provide SYNERGY Urban Villages Inc. with a complete set of detailed construction drawings of the main dwelling, and including any accessory buildings to be built or placed on the lot prior to, or after, construction. Any changes to the plans implemented either before or during construction, shall be subject to approval by the Developer. These construction drawings must be approved by the Developer prior to the commencement of construction.
- D. The Resident agrees to comply with the following construction specifications:
1. To comply with the site drainage plan as registered with the City of Moncton for Lot # _____, Registry # _____ filed with Land Titles.
 2. To locate the driveway as recommended by the Developer.
 3. To use all reasonable care while excavating the site, paying particular attention to trees and vegetation, and to permit representatives of SYNERGY Urban Villages Inc. to remove native plants from the site, some of which are to be re-transplanted after construction.
 4. To locate the building within the required building set-back dimensions provided by the Developer.
 5. To maximize solar gains with proper house design and orientation, while balancing green-space, maintaining trees, and site orientation.
 6. To replace any tree greater than 4", which was deemed unnecessarily removed from the site, with a nursery-grown tree, or a professionally transplanted tree, as directed by the Developer.
 7. To complete construction within two (2) building seasons and to complete landscaping within the following growing season following the completion of the dwelling.
 8. To comply with on-site site storm water management strategies during the construction process to ensure that silt is not carried away from the site.
 9. To be responsible, during construction, for any damages to curb and gutter, street, underground ducting for street light, electrical, telecom, plumbing, sewer lines, etc...
 10. To be responsible to have a licensed surveyor replace any property identification markers that may have been removed or lost during construction.
 11. To take reasonable care to remove construction debris during construction.
 12. To comply with the Developer's recommendation on the use of exterior fixtures such as clothes lines, antennae, renewable energy devices, etc...
 13. To install underground utility services to and from the dwelling to the respective connection points at the edge of the property line, as indicated by the Developer.
 14. To ensure that the energy efficiency of the dwelling meets or exceed the performance rating of "ENER-GUIDE *90*" as measured by a licensed residential energy evaluator.

15. To comply with the following dimension parameters:
 - a) To ensure that the footprint of the dwelling, including the garage, does not exceed 25% of the lot dimension.
 - b) To ensure that the area dedicated to “hard-scape”, that is the driveway, walkways, and decks, does not exceed 15% of the lot dimension. Permeable surface are preferred and encouraged.
 - c) To ensure that 30% of the lot is maintained as undisturbed green space, and left natural.
 - d) To ensure that a maximum of 20% of the lot dimension will be treated as manicured landscape (lawns +flowerbeds).
 - e) The remaining 10% is left to the discretion of the Resident; however, section (c) must remain at a minimum of 30%. Otherwise, the extra 10% may be divided up among (a), (b), or (d). An exception can be granted to reduce the 30% of the lot that is maintained as undisturbed green space if that space is to be used as an organic vegetable/herb garden or permaculture space.
16. To comply with the Developer’s recommendation for exterior finish, including siding materials, colors, details, and for windows and exterior doors.
17. To comply with the Developer’s recommendations for detached structures, sheds, etc...
18. To agree not to park commercial vehicles greater than ¾-ton on the streets, or in the driveways, during the overnight periods, unless in the event an emergency.
19. To agree not to park any non-functioning vehicles on the streets, or in the driveways, for a period of time longer than 7 days. “Storage” of unsightly, non-functioning vehicles or other debris on the properties will not be permitted.

SYNERGY Urban Villages Inc. retains the right to add, delete, or change the above restrictions at any time, with 30-days written notice to the Resident.

To the extent that the qualities of this document run with the parcel of land, described as Parcel Identifier Number (PID) _____, the Resident agrees that the above conditions shall apply to any subsequent “owners” of the land in question.

SYNERGY Urban Villages Inc. retains the option to buy back the lot at the original price, less any and all legal fees for both transactions, should the Residents not commence construction within two years of the date of purchase.

SYNERGY Urban Villages Inc.

Resident

Date

Resident