



Community Charter

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I. Preamble

WE, THE DEVELOPER, PARTICIPATING BUILDERS AND ALL OWNERS who own Real Property subject to this Community Charter within Alstonvale, located in Hudson Heights within the Town of Hudson, Quebec, affirm and subscribe to the purposes and provisions of this Community Charter.

II. Developer's Statement of Mission and Goals for Alstonvale

It is the objective of Alstonvale Development Inc. (Hereinafter referred to as **DEVELOPER**) on behalf of its business interests, and on behalf of all Owners and Residents of Alstonvale, to plan and develop this community in a manner that not only significantly contributes to the quality of life for Alstonvale's Residents, but that results in an exemplar to be followed by others involved in community planning, development and management.

Furthermore, it is the Developer's desire for Alstonvale to evolve as a community so that it continues to respond to its Residents' future needs to the extent practical under the provisions of this Community Charter.

III. General Provisions

A. Definitions

- **ASSOCIATION**, Alstonvale Resident's Association.
- **BOARD**, The Board of Directors of the Association.
- **BY-LAWS** The by-laws of the Association.
- **LOT**, Any plot of land shown as a separate parcel upon any recorded Final Map or Parcel Map of any portion of the properties.
- **RESIDENTS**, Any natural person who takes up residence in Alstonvale either as an Owner or a lessee.
- **OWNERS**, The record owners, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.
- **MEMBER**, An Owner/Resident who is entitled to membership in the Association as provided in the Community Charter.
- **PROPERTIES**, The real property within the jurisdiction of the Association.

- **ARCHITECTURAL REVIEW COMMITTEE, (ARC),** A committee to review building applications on lot specific issues (design, materials etc.) to ensure conformity to the charter

B. *Scope and Effect of the Community Charter*

1. *Purpose*

The primary purpose of this Community Charter is to protect and enhance each Owner's financial investment in Real Property within Alstonvale.

The architectural controls that form part of this Community Charter are intended to allow ample opportunity for individual expression through improvements to any Lot while ensuring that design harmony is achieved and maintained throughout Alstonvale.

2. *Amendments*

Until 80% of the Alstonvale Development is sold the Developer reserves the right to propose and effect amendments to the Community Charter. Proposed amendments requiring public hearings by the Town of Hudson shall be presented at a public meeting of the Alstonvale Resident's Association called by the Developer, prior to submission to the Town, for the purpose of informing Residents of the proposed amendments and to receive their comments. Approval from the residents shall, however, not be required. Proposed changes to the Community Charter not requiring public hearings by the Town shall be communicated to the Residents and the Board by the Developer. Public hearings on such matters shall not be required.

IV. *Alstonvale Resident's Association*

A. *Establishment of the Association*

Developer shall establish the Alstonvale Resident's Association, which shall constitute the primary governing body responsible for carrying out the intents and provisions of the Community Charter. The Association is charged with the duties and vested with the powers prescribed by law and those set forth in this Community Charter, the Bylaws and the Articles of Incorporation.

B. *Organizational Structure of the Association*

The Association shall comprise all Owners/Residents of Alstonvale. The primary purpose of the Association is to carry out the responsibilities established for the Association in the Community Charter. The affairs of the Association shall be governed and administered through a governing structure consisting of a Board of Directors, elected by residents, a President, elected by residents, and an Architectural Review Committee, appointed by the Board.

C. *Evolution of the Association*

From its date of incorporation until a Resident is elected to the Board of Directors, the Developer shall have full responsibility for conducting the affairs of the association. To promote the orderly growth of the governance of Alstonvale, Resident representation on the Board of Directors shall increase as resident membership in the Association grows.

D. Membership

Upon purchase of real property in the Alstonvale development the Owner/Resident shall automatically become an ordinary member of the Association with the option of becoming a Special Service member as described in section F.2.

E. Voting

To be entitled to vote in matters arising before the Association, Members must be in good standing with the Association. Thus a Member must be registered with the Association and must be current on any financial obligations to the Association. Only Members in good standing may cast votes on certain matters, including but not limited to amendments to this Community Charter. In such votes, each Lot carries the right of one vote where such vote shall be determined by all whose names appear on the title to a Lot. No such vote is valid without all Owners of a Lot joining in registering the single vote that ownership of the Lot permits. Duly appointed estate executors or others with an appropriate power of attorney may execute a vote for an Owner.

F. Assessment to the Association

1. Creation of Lien and Personal Obligation for Assessment

Each Owner of a Lot is obliged to pay an annual assessment to the Association. Any unpaid assessment along with interest charges and reasonable legal fees shall be a charge on the land and shall be a continuing lien upon the Lot against which such an assessment is made. The lien shall be effective upon recording of a notice of delinquent assessment. Each assessment along with interest charges and reasonable legal fees shall also be the personal obligation of the person who was the Owner of the Lot at the time the assessment was due. The personal obligation for delinquent assessments shall pass to successors in title of a Lot unless expressly assumed by them.

2. Purpose of Assessments

The assessments levied by the Association shall be used for the general upkeep and matters of common interest. The Board of Directors of the Association shall propose the amount of the annual assessment. Special Service members will be provided with services such as snow removal, lawn mowing and any other service that this class of membership chooses to add. The cost of such services, which should benefit from economies of scale, shall be divided pro-rata.

3. Individual Special Assessment

The Association may also impose a special assessment against an Owner to reimburse the Association for the costs incurred in bringing that Owner or his Lot into compliance with the provisions of this Community Charter. The Board may impose an Individual Special Assessment following a hearing and a vote.

4. Payment Basis

The payment amount shall be fixed at a uniform rate for all and will be collected on a periodic basis to be determined by the Board.

5. ***Date of Commencement of Annual Assessments***

Annual assessments shall commence as to all Lots on the first day of the month following purchase of real property. The Board shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. The Board shall establish the due dates for payment of assessments.

6. ***Effect of Non-Payment of Assessments; Remedies of Association***

Any assessment made in accordance with this Community Charter shall be a debt of the Owner of a Lot at the time the assessment is due. Any assessment not paid within 30 days after the due date shall bear interest from 30 days following the due date at the annual rate of prime rate plus 2%. The Association may institute legal proceedings against the Owner in default and, in addition or instead of, may foreclose the lien against the Lot. The assessment lien may be registered against the property and enforced by sale by the Association after failure of the Owner to pay the assessment.

7. ***Subordination of the Lien to First Mortgage***

The assessment lien shall be subordinate to the lien of any first Mortgage, and the sale or transfer of any Lot pursuant to judicial or non-judicial foreclosure of a first Mortgage shall extinguish the lien of the assessment as to payments, which became due prior to the sale or transfer. No sale or transfer shall relieve the Lot from lien rights for any assessments thereafter becoming due.

8. ***Personal Liability of Owner***

No Owner may exempt himself from personal liability for assessments levied by the Association, nor release the Lot owned by him from the liens and charges for assessments by abandonment of his Lot.

V. ***Architectural Control***

A. ***Architectural Review Committee***

The Committee shall consist of no less than three, or more than five members of the Association appointed by the Board of Directors.

Upon the Board's approval, the Committee may amend or supplement the Architectural Controls and Use Restrictions within this Community Charter.

No grading, excavation, alteration, addition, construction or reconstruction of any kind involving the visible exterior of any improvement on any Lot shall be commenced or maintained until the plans, specifications and samples describing the proposed work have been submitted to and approved in writing by the Architectural Review Committee (ARC) The Committee may not unreasonably withhold such approval.

Persons submitting plans and specifications to the Committee (each person is referred to as the **APPLICANT**) must obtain a dated, written receipt for such plans and specifications and furnish the Committee with the address to which further communications from the Committee to the Applicant are to be directed.

1. *Objective of the Committee*

To assure that any new improvement to a Lot or any modification to an existing improvement is sensitive to its context and consistent with the design intentions underlying Alstonvale.

2. *Functions of the Committee*

- a) Work with Owners and Participating Builders to achieve the stated objective.
- b) Ensure that all plans and specifications submitted by Applicants meet the requirements of the Community Charter.
- c) Issue Alstonvale Certificates of Conformity, which, in addition to a Town of Hudson building permit, would be a prerequisite to commencing any work within the Properties.
- d) Inspect construction for compliance with the Community Charter.
- e) Investigate and render judgment on alleged violations of the Community Charter. Judgments may include the determination of appropriate and reasonable punitive measures such as assessing the extent of financial damages arising from a violation of the Community Charter.
- f) Hear appeals and take appropriate action.
- g) Make reasonable attempts to resolve cases of alleged violations through informal means.
- h) Make reasonable attempts to resolve, through informal means, conflicts between Residents in cases where an adversarial relationship has arisen between Residents over alleged violations of the Community Charter.
- i) Propose, to the Board, any necessary revisions to the Architectural Controls and Use Restrictions within the Community Charter.

B. *Committee Approval*

The Committee shall approve plans and specifications as well as colour and material samples submitted for its approval only if it deems that the improvement contemplated is sensitive to its context and consistent with the design intentions underlying Alstonvale.

C. Approved Conditions

The Committee may condition its approval of the proposed changes, as it deems appropriate. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, site plans, drainage plans, landscape plans, floor plans, sections, elevations, and samples of exterior materials and colours. The Committee may postpone review of any proposed improvement until it receives all the plans, specifications and samples that it deems necessary to assess the proposed improvement.

D. Notification

The Committee's decisions and the reasons for these decisions shall be transmitted by the Committee to the Applicant at the address set forth in the application no later than 40 days after receipt by the Committee of all required materials. Any application submitted shall be deemed approved, unless the Committee's written disapproval or a request for additional information is transmitted to the Applicant within 45 days after the date of receipt by the Committee of all required materials.

E. Waiver

The approval of the Committee to any proposal shall not be deemed to constitute a waiver of any right to withhold approval to any similar proposal subsequently submitted for approval.

F. No Liability

Neither the Committee, nor any of its members, nor their representatives, shall be liable to any Applicant or Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties, unless due to the wilful misconduct of the Committee.

G. Design Criteria

The Committee shall review and approve or disapprove proposed improvements on the basis of satisfaction with the grading plan, building siting, building form, exterior materials and colours, sensitivity to the building context, as well as landscaping and hardscaping. The Committee's approval of any proposed improvement shall not be deemed to constitute approval of the structural adequacy of the proposed improvement, conformance of the proposed improvement with the National Building Code or the regulations of the Town of Hudson. The Committee's approval of a proposed improvement shall expire and the plans and specifications shall be resubmitted for approval if substantial work is not commenced within six months. All construction activities shall be performed as promptly and as diligently as possible and shall be completed within such reasonable period of time specified by the Committee.

1. Documents Required

A full set of exterior building drawings indicating roof, window and exterior wall treatment must be provided to the Committee for its approval.

2. Building Siting and Relation to Street

A significant portion of the footprint of an improvement on a Lot shall be on the same geometry as the front property line of that Lot. Furthermore, any improvement on a Lot shall present a front façade as well as a picturesque massing to the street. A site plan, including proposed tree removal, shall be submitted to the Committee for review.

3. Building Area and Form

- a) Minimum habitable building area, excluding garage and basement, shall be 235 square metres (2,530 square feet). Building height shall conform to Town of Hudson regulations.
- b) No building, including any accessory building, shall have a flat roof. Buildings shall have pitched roofs with a minimum slope of 7:12.

4. Exterior Materials

- a) Only stone or brick material specifically approved by the committee shall be used as exterior wall veneers. The side and rear facades of any structure shall be treated in a similar manner as its front facade. For example, if stone is used on the front facade of a structure, the same stone shall be used on the side and rear facades as well. Chimneys and gables shall be of stone or brick in keeping with the front façade or of the same material as used for the roofing. The Participating Builder or Owner shall submit samples (150mm x 300mm (6inches x 12 inches) minimum) of all exterior materials for approval by the Committee if requested.
- b) A maximum of 300mm (12 inches) of concrete foundation wall shall be visible above finish grade at any point along the exterior wall of any structure.
- c) Only asphalt roof shingles, slate and concrete roof tiles are permitted as roofing materials. Roof skylights shall be installed such that they are not visible from any public street. . The Participating Builder or Owner shall submit samples (150mm x 300mm (6inches x 12 inches) minimum) of all roofing materials for approval by the Committee if requested.

5. Exterior Colours

The exterior colours of any improvement shall be within the colour-palette outlined by the colour-boards in possession of the Committee. The Participating Builder or Owner shall submit samples (150mm x 300mm (6inches x 12 inches) minimum) of all exterior colours for approval by the Committee if requested.

6. Window and Door Treatments

Ornamental door and window treatments consisting of materials other than stone or brick may be employed upon the approval of the Committee.

7. *Landscaping and Hardscaping*

- a) No fence shall be installed along the front property line of a Lot. Furthermore, no fence shall be installed along 10m (32 feet-10 inches) of the side property lines measured from the front property line. Any chain-link fence shall be of the vinyl coated type and shall either be black, brown or green in color and screened with landscaping. Any fence installed on a Lot shall be properly maintained and if not ornamental screened with landscaping. The maximum allowable height of any fence shall be 1.8m (6 feet).
- b) The maximum width of a driveway at the front property line shall be 5 m (16 feet-5 inches). Driveway materials and design must be approved by the Committee and shall be constructed only of paving stones (pavé-uni), or asphalt with a paving stone border or coloured gravel with a paving stone border or any such other materials as may be approved from time to time
- c) Retaining walls shall be of stone.

8. *Garages*

The vehicular entrance to an attached or detached garage shall be perpendicular to the main facade of the house. Adequate measures shall be taken to conceal the garage doors from view from any public street. The colour of the garage doors shall integrate with the colour of the exterior veneer of the garage structure.

A detached garage shall be set back a minimum of 5m (16 feet 5 inches) from the main facade of the house. Furthermore, a detached garage shall have similar roof pitch, roof tiles, exterior cladding and door and window treatments as the main house.

A detached garage shall not be higher than the main house.

An attached or detached garage shall not present a large expanse of blank wall to any street. A reasonable design effort shall be made to give interest to such walls with windows or other architectural elements.

Lot size, house placement, topography, natural obstructions, hardship, aesthetic or environmental considerations may require that a detached garage have doors parallel to the façade of the house. If this is the case, the setback of the detached garage shall be a minimum of 2 m (78 inches) from the rear façade of the house.

9. *Accessory Buildings*

An accessory building shall be set back a minimum of 5m (16 feet 5 inches) from the main facade of the house. Furthermore, an accessory building shall have similar roof pitch, roof tiles, exterior cladding and door and window treatments as the main house unless they are completely invisible from the road.

An accessory building shall not be more than 1 storey or 6m (19 feet8 inches) in height and it shall not be higher than the main house.

10. *Swimming Pools*

An in-ground swimming pool may only be installed in the rear yard of a Lot. Adequate measures shall be taken to conceal such installations from view from any public street or

any Lot within the Properties.

11. *Equipment*

Any equipment to be installed on the exterior portion of a Lot, e.g. propane tanks, air conditioning units, etc., shall be installed contiguous to the rear or sides of the main structure and within the buildable area of the Lot, or adequate measures shall be taken to conceal such equipment from view from any street or from any other Lot within the Properties.

H. *Variances*

The Committee may authorize variances from compliance with any of the architectural provisions described above when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. The granting of such a variance shall not operate to waive any of the terms and provisions in this document for any purpose except as to the particular property and particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all laws and regulations of any governmental authority affecting the use of his Lot, including, but not limited to, zoning and building requirements of any governmental agency or entity having jurisdiction over the Lot.

I. *Developer Exemption*

Neither this Community Charter nor the Committee shall have application to improvements made by Developer

VI. *Use Restrictions*

A. *Antennae and Satellite Dish*

A satellite dish may only be installed on the rear wall of a building provided that the diameter of the dish does not exceed 450mm (18 inches). Adequate measures shall be taken to conceal an installed satellite dish from view from any street.

B. *Nuisances*

No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere within a Lot, and no odour shall be permitted to arise therefrom so as to render the Lot or any portion thereof unsanitary, unsightly or offensive from any street or to any portion of the Properties, or vicinity thereof, or its occupants. No noise or other nuisance shall be permitted to exist or operate upon any portion of a Lot so as to diminish or disturb normal enjoyment of the other owners, occupants or lessees. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, unlicensed off-road motor vehicles or other items which may unreasonably disturb other owners or their tenants shall be located, used or placed on any Lot. No vehicles may be operated upon any portion of the Properties not approved as street, driveway or parking area. Alarm devices used exclusively to protect the security of a residence and its contents shall be permitted, provided that such devices do not produce annoying sounds or conditions as a result of frequently occurring false alarms. No motorized equipment for cutting or trimming grass, trees, leaf blowing etc. may be used on Sundays.

C. Exterior Maintenance and Repair; Owner's Obligations

No improvement within a Lot shall be permitted to fall into disrepair, and the Owner thereof shall at all times keep each improvement in good condition and repair.

D. Drainage

There shall be no interference with the established drainage pattern over any Lot so as to affect any other portion of the Properties, unless an adequate alternative provision is made for proper drainage and it is in accordance with all applicable governmental codes and ordinances. For the purpose hereof, "established drainage" is defined as the drainage which exists at the time of the overall grading and landscaping of the Properties pursuant to grading plans approved by the Town of Hudson, Quebec.

E. Water Systems

No individual water supply system, water softener system or sewage disposal system shall be permitted on a Lot unless the system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of any applicable water district and any applicable governmental health authority having jurisdiction.

F. Hazardous Activities

No activities shall be conducted nor shall any improvements be constructed anywhere on a Lot which are or might be unsafe or hazardous to any person or property.

G. Unsightly Articles

No unsightly articles, including clotheslines, shall be permitted to remain on any Lot if they are visible from any street or from any other Lot within the Properties.

H. Oil Tank

No exterior heating oil tank shall be permitted.

I. Newspaper Box

No newspaper box shall be erected on any portion of a Lot such that it is visible from any street or from any other Lot within the Properties.

J. Trash

Refuse, garbage and trash shall be kept at all times in covered, sanitary containers commercially designed for such a purpose (i.e., oil drums or similar substitutes for commercially designed refuse receptacles are prohibited). Furthermore, trash containers shall be located within an enclosed area or areas appropriately screened from view from any other Lot or street within the Properties. Such containers shall be exposed to the view of neighbouring Lots only when set out for a reasonable period of time. No curbside trash enclosure shall be permitted.

K. *Fires*

There shall be no exterior fires and no burning of leaves. Only barbecue fires contained within barbecue receptacles shall be permitted.

L. *Temporary and Prefabricated Structures*

No tent, shack, trailer or any temporary building, improvement or structure shall be placed upon any portion of a Lot unless it is for a reasonably brief period of time. The foregoing excludes construction trailers and other temporary or prefabricated structures or improvements utilized during construction and sales activities. Also excluded are children's play structures that are not visible from any public street.

M. *Mining and Drilling*

The surface of a Lot shall not be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth, nor shall oil wells, tanks, tunnels, minerals or shafts be permitted upon the surface of any portion of a Lot.

N. *View Impairment*

Each owner, by accepting a deed to a Lot, acknowledge that grading of, construction on or installation of improvements on other surrounding properties may impair the view of such Owner, and consents to such impairment.

O. *Residential Use*

All Lots within the Properties shall be improved and used solely for single-family residential use. This provision shall not preclude any owner from renting or leasing all of his Lot by means of a written lease. Only one lease shall be permitted in any one-year period. No Lot shall be used for any business, commercial, manufacturing, mercantile, storage, vending or other non-residential purposes. Lots may, however, be used for model home sites during the construction and sales period. The provisions of this Section shall not preclude professional or administrative occupancies without external evidence thereof, for so long as such occupations, (1) are conducted in conformance with all applicable governmental ordinances, (2) are merely incidental to the use of the Lot as a residence, and (3) the patrons or clientele of such professional or administrative occupations do not regularly visit or conduct business on the Lot.

P. *Residential Area Improvements*

No Lot shall be improved except with one residence designed to accommodate no more than a single family and its servants and occasional guests, plus a garage and other improvements as are necessary or customarily incident to a single-family residence. Subject to applicable requirements of any governmental agency or entity having jurisdiction over the Lot, no projections of any type shall be placed or permitted to remain above the roof of any building within the Lot, except chimneys, vent stacks, pediments and similar architectural features. . No wiring or air conditioning fixture, water softeners or other devices shall be installed on the exterior of a residence or be allowed to protrude through the walls or roof of the residence (with the exception of those items installed during the original construction of the residence).

Q. *Landscaping*

Within nine months after the earliest of a substantial completion of the exterior of the house or the issuance of a certificate of occupancy for a residence constructed on a Lot, the Owner shall install and thereafter maintain driveway, lawns, plants, shrubs, trees and any other appropriate landscaping improvements, pursuant to plans and specifications approved by the Committee. Each owner shall properly maintain and periodically replace when necessary all trees, plants, grass, vegetation and other landscaping improvements located on the Owner's Lot which includes the area between the property line and the edge of the pavement on the Town road.

If any Owner fails to install or maintain landscaping in conformance with architectural rules or allows the landscaping on his Lot to deteriorate to an unsafe or unsightly condition, the Committee, upon 30 days' prior written notice to the Owner, shall have the right to enter upon the Lot to correct the condition. Any such Owner shall promptly reimburse the Committee for the cost of the corrective measures.

R. *Parking and Vehicular Restrictions*

None of the following (collectively "PROHIBITED VEHICLE") vehicles shall be parked, stored or kept on any street, public or private, within the Properties: any large commercial type vehicle (including, but not limited to, any dump truck, cement mixer truck, oil or gas truck or delivery truck); any recreational vehicle (including, but not limited to, any camper unit, house/car or motor home); any bus, trailer, trailer coach, camp trailer, boat, aircraft or mobile home; any inoperable vehicle or any other similar vehicle; or any vehicle or vehicular equipment, mobile or otherwise, constituting a nuisance. No Prohibited Vehicle shall be parked, stored or kept on any Lot except wholly within an enclosed garage, and then only if the garage door is capable of being fully closed. Prohibited Vehicles shall not be allowed on any driveway or other exposed parking areas, or any street (public or private), except for the purpose of loading, unloading, making deliveries or emergency repairs ("Transitory Use"), provided that no Transitory Use shall extend over more than 48 hours during any seven consecutive days. Vehicles owned, operated or within the control of an Owner, or of a resident of Owner's Lot, shall be parked in the garage or other assigned parking space to the extent of the maximum designed capacity of the garage or parking space. There shall be no parking in the front of the house except for normal passenger loading and unloading. Garage doors shall be kept closed at all times, except as reasonably required for ingress to and egress from the interiors of the garages. No repairs or restorations of any motor vehicle, boat, trailer, aircraft or other vehicle or equipment shall be conducted upon any street (public or private), Lot or elsewhere within the Properties, except wholly within an enclosed garage; provided, however, that such activity is not undertaken as a business, and provided further that such activity may be prohibited entirely if it constitutes a nuisance. These restrictions shall not be interpreted in such a manner so as to permit any activity, which would be contrary to any ordinance of the Town of Hudson or other governmental agency having jurisdiction over the Properties.

S. *Carports*

No carport, plastic "tempo" or similar shelter for a vehicle shall be erected on any portion of a Lot.

T. Above-Ground Swimming Pools

No aboveground swimming pool shall be erected upon any portion of a Lot.

U. Environmental Protection Measures

In order to minimize adverse effects of human habitation, the Association may adopt Community Codes designed to protect Alstonvale's environment and may adopt reasonable punitive measures for its wilful degradation.

V. Animals

No animals, fowl, poultry, or insects of any kind (ANIMALS) shall be raised, bred or kept on any Lot, except that a reasonable number of birds, dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, nor in unreasonable quantities nor in violation of any applicable law or ordinance. No animal shall be maintained in any Lot, which constitutes a nuisance to other Owners of Lots in the Properties. Animals belonging to Owners, occupants or their licensees, tenants or invitees must be either kept within the enclosure, an enclosed yard, or on a leash or bridle being held by a person capable of controlling the animal. Furthermore, to the extent permitted by law, any Owner shall be liable to each and all Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Properties by an Owner or by members of his family, his tenants or his guests; and it shall be the duty and responsibility of each Owner to clean up after such animals which have used any portion of the Properties.

W. Signs

No sign, poster, billboard, balloon or other display or advertising device of any kind shall be displayed on, over or from any portion of the Properties, except (1) such signs (regardless of size or configuration) as may be used by Developer or Participating Builders in connection with the development of the Properties and the sale, lease or other disposition thereof, (2) entry monuments and similar community identification signs, and (3) one sign which may be displayed on each Lot advertising the Lot for sale or lease; provided that such for sale or lease signs (a) shall not be larger than 450mm x 900mm (18" x 36") in size; (b) shall not be attached to the ground by means other than a conventional single vertical stake which shall not exceed 50mm x 75mm (2" x 3") in dimension (i.e. posts, pillars, frames or similar arrangements are prohibited); (c) shall not exceed 900mm (35") in height above the ground level and (d) shall be professionally produced and contain no hand written letters.

The forgoing excludes any reasonably sized address or nameplate, which may be installed at the entrance to a Lot or on a dwelling structure.

X. Trees

Before planting any trees, the proposed location of such trees shall be approved in writing by the Committee. Such approval shall not be unreasonably withheld.

Y *Social event*

Large social events such as weddings, birthday parties etc. may be held in the development provided they are held on an infrequent basis and provided the concerns of the neighbour's such as noise, parking, litter etc. are respected

Appendix A: Items to be submitted for Committee Approval

No tree removal, grading, excavation, or construction of any kind involving the visible exterior of any improvement on any Lot shall be commenced or maintained until the plans, specifications and samples describing the proposed work have been submitted to and approved in writing by the Committee.

Applicants submitting plans, specifications and samples to the Committee must obtain a dated, written receipt. They must also furnish the Committee with the address to which further communications from the Committee to the Applicant are to be directed.

The Applicant for approval by the Committee shall submit the following items. All required drawings should be dimensioned and drawn to a minimum scale of 1:100 (1/8"=1'0"). Furthermore, all material and colour samples shall be a minimum of 150mm x 300mm (6" x 12") in size.

1. Site Plan

The site plan shall indicate the extent of tree removal, the footprint of the proposed improvement, all hardscaping including driveways, and any proposed modification to the contours of the site.

2. Landscaping Plan

The landscaping plan shall indicate any proposed landscaping features including tree planting.

3. Exterior Elevations

The exterior elevations shall clearly indicate and specify, for all the elevations of a proposed improvement, all exterior materials and treatments.

4. Roof Plan

The roof plan shall indicate all roof slopes and shall specify all roofing materials.

5. Exterior Material Samples

Samples shall be submitted of all proposed exterior veneers, all roofing materials as well as all colours.