

BRIDLE ESTATES HOMEOWNERS' ASSOCIATION

Restrictive Covenant D Maintenance Control Policy

Approved by the Board October 25, 2022

Restrictive Covenants

There are a number of restrictive covenants (registered at Alberta Land Titles 2009-03-30) to which all Bridle Estates homeowners are legally bound.

Restrictive Covenant D, which follows, provides the guidance for the Maintenance Control Policy.

Restrictive Covenant D Statement

The Grantor, as owner of the Servient Lots or their agents shall:

- a) *not suffer or permit the accumulation of snow on the driveways of the servient Lots or sidewalks on the Lands*
- b) ***not suffer or permit the lawns, trees, shrubs and flowerbeds on the Servient Lots to continue without weekly or otherwise required maintenance***

*not suffer or permit any person other than the Bridle Estates Homeowners' Association (the Association established for the maintenance of the Lands) or its agents, to maintain the lawns, trees, shrubs, and flowerbeds and all grass and plantings surrounding "the Entrance Features", "the Linear Park" and "the Pavilion" to be constructed on a portion of the lands and all of the lots (other than those areas such as a flower garden or vegetable garden (which shall not exceed 400 square feet in total) and which is maintained by the Grantor) and **shall pay when levied all dues, assessments, charges or fees as shall be established by the Bridle Estates Homeowners' Association***

- c) *remove snow from the driveways or sidewalks of the Lands*

Purpose of the Maintenance Control Policy

- a. **to provide guidance to homeowners concerning their responsibilities to maintain all plantings (flower beds, shrubs, bushes, trees) that they install in their rear and side yards, to prune as needed any trees and shrubs in their front yard, and to pay when levied, all dues, assessments, charges or fees established by the Bridle Estates Homeowners' Association**
- b. **to clarify the mandate of the Board of Directors with respect to their responsibilities for the maintenance of homeowners' front, rear and side yards – the Board must ensure that appropriate maintenance of front rear and side plantings is completed in a timely manner. The Restrictive Covenant D gives the Board authority to levy fines or costs for homeowners' property maintenance as required.**

Responsibility of the Association:

1. Snow removal and lawn care services are provided to all public and private properties in Bridle Estates. The cost of this service is included in annual HOA fees paid by all homeowners.
2. Winter maintenance includes: snow removal from private driveways, sidewalks, and porch steps to the front door. It also includes snow and ice removal from public sidewalks and all common properties within Bridle Estates.
3. Summer maintenance includes lawn cutting, trimming, fertilization, irrigation, weed spraying in all private properties, both front and back and side yards. Flower beds are weeded three times per summer season in front yards only.

Responsibility of Homeowners:

1. Homeowners are responsible for maintaining all their trees, shrubs and bushes and any flower beds planted in their rear and side yards. Maintenance includes regular weeding, watering, and pruning as required.
2. Shrubs and bushes in front yards must be pruned as needed.
3. Trees in both front and rear yards must be pruned regularly so that the branches do not encroach on neighbouring properties or on adjacent common property.
4. Tree wells must be kept clean and clear of weeds and debris.
5. If owners are unable to maintain their rear gardens, they have two choices: a) they can remove the plantings and replace them with grass that can be maintained by the Association, or b) they can agree to have the Association maintain their gardens and accept their responsibility to pay for this service upon receiving an invoice from the Association.

The Board of Directors will take the following actions when we are informed of any rear yards that are not being properly maintained by owners:

1. We will reach out to the owner to discuss the cleanup needed. This could include basic weeding, or complete removal of all plantings, with sod being placed on the property instead. It is hoped that this conversation can result in a plan and a timeline to remedy the issue which is agreeable to both parties.
2. A letter will be sent to the owner following this conversation, outlining the details discussed. If the property is not cleaned up within the mutually agreed timeline, the owner will be informed that the Association will clean up the property in accordance with our responsibility to ensure regular maintenance.
3. The homeowner will be invoiced for this work. The charges are due upon completion of the cleanup.