

*Lot Owner Information Guide*  
*for*



**SWIFT CREEK**  
— E S T A T E S —

*fee simple 59 to 63 lot subdivision  
Municipal District of Rocky View No. 44, Alberta*

**DATE:** February 2, 2007 (Supersedes previous Lot Owner Information Guide dated October 12, 2006).

**NAME OF DEVELOPER:** WESTSPRING DEVELOPMENT LIMITED PARTNERSHIP

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AND BUSINESS ADDRESS  
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**DISCLAIMER:**

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**NOTE:**

*In order to ensure that the property described meets with your expectations it is recommended that you inspect the property personally and discuss with the Developer the nature and effect of any existing or proposed encumbrances on title to the property.*

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## *Lot Owner Information Guide*

*for*

# **SWIFT CREEK ESTATES**

*fee simple 59 to 63 lot subdivision  
Municipal District of Rocky View No. 44, Alberta*

### **1.0 THE DEVELOPER**

- 1.1 The developer of the development (the "Development"), which is the subject matter of this Information Guide, is Westspring Development Limited Partnership (the "Developer"), a British Columbia limited partnership, formed by certificate of limited partnership no. 415086-06 filed on January 20, 2006. The Developer was subsequently registered as an Alberta limited partnership on April 13, 2006 (registration no. LP12358255).
- 1.2 The general partner of the Developer (the "Developer's General Partner") is Macdonald Westspring Properties Ltd., which was incorporated as a British Columbia corporation on January 17, 2006 (incorporation no. BC0746058) under the name Weslan Developments (2006) Inc. The Developer's General Partner was registered as an extra-provincial corporation in Alberta on April 10, 2006 (corporate access no. 2112350364). The Developer's General Partner subsequently changed its name to Macdonald Westspring Properties Ltd. on May 16, 2006 (British Columbia certificate no. BC0746058).
- 1.3 The Developer was formed specifically for the purpose of developing the fee simple subdivision lots (the "Lots") comprising the Development. The Developer has no material assets other than the lands (the "Property", being the development property which is the subject of this Information Guide) on which the Development is located.
- 1.4 The registered office in Alberta of both the Developer and the Developer's General Partner is located at 30th Floor, Fifth Avenue Place, 237 - 4th Avenue S.W., Calgary, Alberta T2P 4X7.
- 1.5 Senior associates of Macdonald Development Corporation ("MDC") are managing the development of the Property in their capacity as officers of the Developer's General Partner. MDC is a prominent Vancouver based residential land development company. In addition to its other real estate operations in Vancouver, the Howe Sound-Squamish corridor and in selected United States cities, MDC's current portfolio of land development projects includes subdivisions currently under development or nearing completion in Kelowna, Britannia Beach and various locations on Vancouver Island, as well as elsewhere in Calgary.

### **2.0 GENERAL DESCRIPTION**

#### **2.1 General Description of the Development**

##### **(A) *Introduction***

The development to be completed by construction of certain limited services within the Property (as defined in section 4.1 of this Information Guide), and subdivision of the Property into individual lots, is referred to in this Information Guide as the "Development." The Development will consist of up to 63 subdivided fee simple, serviced but unimproved land parcels (the "Lots"), which are for single family residential use. 59 of these Lots are offered for

sale as of the date of this Information Guide. Reference is made to subsection 2.1(D) below for a discussion of the purpose and use of the remaining land parcels in the Development.

**(B) *Location***

The Property on which the Development is to be constructed is essentially a quarter-section of land comprising approximately 65.1 hectares (approx. 160.87 acres) located within the Central Springbank area of the Municipal District of Rocky View No. 44, Alberta (the "Municipal District"), approximately 25 kilometres from downtown Calgary. The Municipal District comprises various municipalities and unincorporated townships surrounding the City of Calgary. The Property fronts on the west side of Range Road 31 approximately five kilometres (three miles) south of the intersection of Old Banff Coach Road and Trans Canada Highway 1. Range Road 31 runs directly into Old Banff Coach Road. The aforementioned highway intersection lies a short distance west of the current Calgary city limits and approximately six kilometres driving distance west of Canada Olympic Park. The Property is also accessible from Springbank Road and Lower Springbank Road, which intersect Range Road 31 approximately 2.4 and 0.8 kilometres, respectively, north of the Property.

Reference is made to subsection 4.6(A) of this Information Guide for a discussion of the topography of the Property, and to subsection 4.6(B) regarding soils conditions.

**(C) *Approval Authority***

The Municipal District (also referred to as the "Approval Authority") is the governmental authority responsible for approval of any subdivision of the Property. Reference is made to the Approval Authority's tentative subdivision plan approval (the "Conditional Subdivision Approval") of the subdivision application made by the Developer for the Development, further discussed in section 6.1 of this Information Guide.

**(D) *Proposed Plan of Subdivision***

The intended layout of the Development is illustrated on the reduced copy of the proposed plan of subdivision of the Property (the "Proposed Layout Plan") contained in Exhibit 'A' attached to and forming part of this Information Guide. As indicated on the Proposed Layout Plan:

- (1) Lots 1 through 59 inclusive as labelled on the Proposed Layout Plan will be for single-family residential use;
- (2) The parcel of land labelled "Phase Two" on the Proposed Layout Plan is an easement area for the currently registered easement across the Property providing access to neighbouring lands to the south of the Property (the "South Neighbouring Lands"). Subject to approval by the Municipal District, this portion of the Property may be developed as up to four additional single family residential lots (the "Potential Phase Two Lots"). A summary discussion of this potential further subdivision of this easement area in the southeast portion of the Property is contained in subsection 2.1(E) below;
- (3) The parcel of land labelled on the Proposed Layout Plan as "Parkland", adjacent to the rear yards of Lots 18 through 28 inclusive and Lots 54 through 58 inclusive, as well as the strip of land lying between Lots 21 and 22 and the narrower strip of land lying between Lots 55 and 56 (such parkland and strips of land referred to in this Information Guide as the "Municipal Reserve Ravine"),

are to be dedicated to the Municipal District for use as publicly accessible parkland;

(4) The strip of land on the west side of Lot 59 is to be dedicated to the Municipal District as a right of way for a future public access road to lands to the south of the Property. This 25 metre wide right of way has been designated in the Development's Conditional Subdivision Approval as an emergency access only.

(E) ***Potential Phase Two Lots***

As of the date of this Information Guide and if, as and when subdivision to create the Potential Phase Two Lots is approved by the Municipal District, the Developer contemplates that the design of the access to the Potential Phase Two Lots would proceed in one of the following two ways:

- (1) One potential plan contemplates the construction of a municipal standard, paved access road generally along the alignment of the existing easement driveway which lies to the south of Lots 30 to 34 inclusive and to the east of Lot 29. This access road would provide permanent access to up to four additional lots to be located to the south of this road as well as to the approximately 143 acre South Neighbouring Lands.
- (2) An alternate plan would involve reconfiguring that portion of the southern end of Road B, lying to the south of its intersection with Road G, such that access to the South Neighbouring Lands would be provided by the extension of Road B, in an alignment to be located between Lots 29 and 30, to the Property's south boundary. Access to the Potential Phase Two Lots would then be provided by two shared driveways, one accessing the easternmost two additional lots from Range Road 31, and a second accessing the westernmost two additional lots from the extended Road B.

The South Neighbouring Lands are currently designated *Residential Three District* (R-3) under the *Municipal District of Rocky View No. 44 Land Use Bylaw C-4841-97* (the "Zoning Bylaw"), which provides for residential use, on parcels of not less than four hectares (9.9 acres) in size, which can accommodate residential, more general agricultural uses, a range of home-based business uses, and larger accessory buildings. Any development of the South Neighbouring Lands would occur at an uncertain future time. If the South Neighbouring Lands were to be re-zoned in the near future, it would not be unreasonable to expect that their predominant permitted use would be as single family residential on individual lots of not less than 0.81 hectares (two acres). The achievable residential density from any such re-zoning would be constrained by the significant portion of the South Neighbouring Lands which lie within the flood plain of the Elbow River. However, because such matters are outside of the Developer's control and determining influence, the Developer provides no assurances as to the timing, nature, extent or manner of any future re-zoning of or development on the South Neighbouring Lands.

(F) ***Access to the Development; Access to Individual Lots***

As shown and labelled on the Proposed Layout Plan, Range Road 31 will connect to "Road A" (located within the Development) between Lot 1 and Lot 53. Road A will be the principal access to all but Lots 54 through 59 inclusive located in the southwestern portion of the Development. "Road F" located within the Development, which will connect to the road network in the *Grandview Park* subdivision currently under development by others on the one-

quarter section of land immediately to the west of the Property, will provide access to Lots 54 through 59 inclusive. The *Grandview Park* subdivision, and thus Lots 54 through 59 inclusive, will be accessed from Range Road 32, which parallels and is located 1.6 kilometres to the west of Range Road 31. Range Road 32 is accessed from Lower Springbank Road, which runs in an east-west direction approximately 0.8 kilometres north of the Property and intersects Range Road 31.

**(G) *Sizes of Lots / Building Envelopes***

Please note that the configuration of the Lots, locations of property lines and size of the Lots and their Building Envelopes indicated on the Proposed Layout Plan are subject to revision following detailed site planning and in response to requirements of the Approval Authority regarding technical matters which have come to light and may arise subsequent to the date of Conditional Subdivision Approval but prior to final approval ("Final Approval") by the Approval Authority of the plan of subdivision of the Property (the "Plan of Subdivision") required in connection with the Development. However, the Developer has no reason to believe that the general location and general configuration of each of the Lots to be set out on the Plan of Subdivision and the Building Envelopes delineated in a restrictive covenant to be registered in the Calgary Land Titles Office will differ materially from those illustrated on the Proposed Layout Plan.

*A prospective purchaser of a Lot should review the Proposed Layout Plan carefully to ensure that it conforms to the prospective purchaser's expectations.*

**2.2 Permitted Use**

**(A) *Zoning***

The Property is designated *Residential One District* ("R-1 District") under the Zoning Bylaw. The Municipal District's land use map for the township in which the Property is located, as well as a copy of section 46 "Residential One District" of the Zoning Bylaw (but not the entire Zoning Bylaw), is attached to this Information Guide as Exhibit 'B.' Please note that the Zoning Bylaw prescribes various requirements in addition to those contained in section 46 thereof, including but not limited to matters pertaining to: home-based business (section 21 of the Zoning Bylaw), keeping of dogs (section 23), design, character and appearance of buildings and structures (section 25), landscaping and screening (section 26), lighting of sites/developments (section 27), signage (section 35), mobile home dwellings during construction (section 37), and extensions into prescribed minimum front, side and rear yards (section 38).

The permitted uses under the R-1 District designation provide for the intended usage of the Lots for single family residential occupancy. Those uses which will be permitted on a Lot under the Zoning Bylaw include, without limitation, a single-family residential dwelling, up to two accessory buildings not exceeding a certain gross building area and height, private swimming pools and "Type 1" home-based business occupations as described in the Zoning Bylaw. Notwithstanding the foregoing, the design guidelines restrictive covenant (the "Design Guidelines") referred to in subsection 2.3(B) of this Information Guide, as supplemented by the Design Guidelines Supplement attached as Exhibit "C" to this Information Guide will prohibit certain land uses which are otherwise prescribed under the Zoning Bylaw as "discretionary uses" in an R-1 District.

To the best of the Developer's knowledge and belief, the Development's intended uses conform to the designation of the Property under the Zoning Bylaw regarding the permitted uses and maximum allowable density.

(B) *Other Restrictions on Use*

In addition to applicable criminal and other civil legislation, restrictions on the use of any Lot include the following:

- (1) Those imposed by the Municipal District pursuant to its zoning and other bylaws applicable to the Property;
- (2) The Design Guidelines referred to in subsection 2.3(B) below, the scope and design-related provisions of which are set out in a separate document provided to prospective purchasers of Lots and certain additional particulars of which are set out in the supplement contained in Exhibit 'C' attached to this Information Guide; and
- (3) Those referred to in subsections 4.3(B), 4.3(D) and 4.4(B) of this Information Guide.

The Developer is not aware of any other material restrictions on use affecting the Lots.

2.3 **Building Construction**

(A) *General*

The Developer is responsible for constructing, or causing to be constructed at the Developer's expense, the utilities services and other infrastructure on the Property more particularly discussed in subsections 3.2(A) through (M) of this Information Guide. Each Lot purchaser is responsible for the construction, and cost thereof, of any residence or other building and related improvements on his or her Lot. Each Lot purchaser is required to individually apply to the Municipal District for a building permit prior to construction of a residence or other improvement on a Lot.

(B) *Design Guidelines*

A set of Design Guidelines will be registered as a restrictive covenant against title to all of the Lots. The scope and design-related provisions of the Design Guidelines are set out in a separate document provided to prospective purchasers of Lots. Exhibit 'C' attached to and forming part of this Information Guide describes certain additional particulars of the Design Guidelines. The Design Guidelines will govern the manner of building and yard design and by which construction of buildings and landscaping of yards will take place, and to some extent will govern the manner by which the Lots may be used. The Design Guidelines impose certain restrictions and requirements which are in addition to those prescribed under the Zoning Bylaw. The Design Guidelines will also prohibit any commercial or other use (other than for certain home based business occupations) which is not ancillary to use of the Lot for residential purposes. Please note that the final form of the Design Guidelines will change from that set out in Exhibit 'C' and in the separate document to take into account various issues which are identified during the marketing and construction of the Development and which may be required in order to comply with requirements of the Calgary Land Titles Office for their registration.

*Otherwise Discretionary Uses Prohibited Under the Design Guidelines*

Bed and breakfast homes, child care facilities, medical practices and hobby kennels, each of which is a discretionary use under the Zoning Bylaw in an R-1 District, are prohibited land uses under the Design Guidelines. A livestock operation of any kind, including but not limited to an equestrian centre, is not a permitted use in an R-1 District.

### 3.0 SERVICING INFORMATION

#### 3.1 Homeowners' Association

As a condition of Final Approval, the Developer will cause a homeowners' association (the "Homeowners' Association") to be established as a not-for-profit corporation, to which each Lot owner will become a shareholder at closing of the purchase and sale of their respective Lot. The Homeowners' Association will be responsible for certain matters of common interest to Lot owners, including but not limited to the following:

- maintenance of the Municipal Reserve Ravine and all fencing and pedestrian trails located on the Development, including their landscaping;
- maintenance and repair of any identifying entrance monuments to the Development, including their surrounding landscaping;
- overseeing of the compliance by each Lot owner of the provisions of the Design Guidelines, once this responsibility is passed onto the Homeowners' Association by the Developer;
- not less than a certain amount (in accordance with such published policy of the Municipal District as may pertain) of third party liability insurance pertaining to public access to the Property, the pedestrian trails and the Municipal Reserve Ravine, in favour of the Homeowners Association and its shareholders (the Lot owners), to the satisfaction of the Municipal District;
- contracting for regular solid waste (garbage) collection and disposal service for each Lot;
- annual election of directors of the Homeowners' Association who are Lot owners, and attendance to all such annual corporate proceedings and meetings thereof as may pertain and may be required;
- management of the Homeowners' Association by a third party commercial property management firm regularly engaged in such services, including but not limited to maintenance of the books of account of the Homeowners' Association, preparation of financial statements annually and reporting to shareholders in connection therewith;
- collection of annual or monthly fees from Lot owners to cover all costs associated with fulfilling the obligations of the Homeowners' Association including as described above; and
- such other duties and responsibilities as are typically required of this nature of homeowners' association, including duties which may be imposed by the Municipal District through the development agreement entered into with the Developer.

Each Lot owner's rights and obligations as a shareholder in the Homeowners' Association will burden and run with the Lots and shall enure to the benefit of and be binding upon the Lot owner, the Lot owner's heirs, executors, administrators, successors and assigns. Each subsequent purchaser of a Lot will assume the Lot owner's obligations as a shareholder in the Homeowner's Association. Reference is made to the mortgage encumbrance referred to in subsection 4.4(B)(4) regarding such obligations.

Although annual budgeting will be the responsibility of the Homeowners' Association, the Developer currently anticipates that the initial dues required of each Lot owner will be in a range of \$100 to \$125 per month. Copies of the draft bylaws of the Homeowners' Association will be available through the offices of the Developer during normal business hours, upon

request. A copy of the final incorporation-related documents and bylaws of the Homeowners Association will be provided to each Lot purchaser prior to closing of the purchase and sale of his or her respective Lot.

### 3.2 Utilities and Services

#### (A) *General*

The Development will be serviced by electricity, natural gas, potable domestic cold water and fire protection lines, conventional (wire line) telephone, cable television, and storm water ditching, culverts and collection areas. The Development will not be serviced by underground storm water drainage sewerage service. The Development will not be serviced by sanitary sewer drainage service unless and until such time as the Municipal District constructs a regional sanitary sewage system and provides such service to the Development.

As shown and labelled on the Proposed Layout Plan, Road A, Road B, Road C, Road D, Road E, Road F and Road G (collectively, the "Access Roads", and individually, an "Access Road") will be constructed and paved to provide vehicular access to each of the Lots in the Development.

Each lot owner will need to ensure that distribution lines for all electricity, natural gas, wire line telephone, cable television and potable water service within each Lot shall be underground from their connections to service at the Lot's property line as well as elsewhere on the Lot.

Reference is made to section 5.1 of this Information Guide regarding commencement and completion of construction of the Development.

#### (B) *Access to Individual Lots*

As shown on the Proposed Layout Plan, access to the Property will be from Range Road 31, except for Lots 54 through 59 inclusive, which will be accessed via Range Road 32. Access to the Lots will be provided by the Access Roads, as shown on the Proposed Layout Plan. At the Developer's expense, all Access Roads and associated road drainage will be constructed to the required standards and specifications of the Approval Authority including as set out in the Approval Letter, complete with cul-de-sac turnarounds where indicated. All Access Roads will be asphalt paved, without either curbing or gutters.

Driveway entries will be constructed and paved from the Access Roads, across the stormwater ditches, to or just inside the property line of each Lot.

#### (C) *Sidewalks, Pedestrian Trails*

There is no provision for either sidewalks or pedestrian walkways along any of the Access Roads within the Development. The Developer will provide a public pedestrian trail in an easement area six metres in width, to be located within the easternmost area of Lots 1, 34, 35, 50, 51, 52 and 53, adjacent to Range Road 31. As part of the *Springbank Regional Pathway System*, the Developer will also provide a pedestrian trail within the Municipal Reserve Ravine, connect that trail to the intersection of Road A and Road B via the branch of the Municipal Reserve Ravine lying between Lots 21 and 22, and to Road F via the strip of Municipal Reserve Ravine lying between Lots 55 and 56. The Developer will also provide a pedestrian trail in an easement area up to ten metres in width, to be located along the west property line of Lots 6, 7 and 8 and the east property line of Lots 9, 11 and 12. Reference is made to the proposed

easements referred to in subsections 4.4(B)(7) and (8) of this Information Guide. These trails will provide public pedestrian access to and within the Municipal Reserve Ravine and along the west side of Range Road 31, from within the Development as well as from lands surrounding the Property.

(D) *Street Lighting*

There is no provision for any street lighting along any Access Road or at any road intersection.

(E) *Electricity*

At the Developer's expense, underground electricity service is to be provided to the property line of each individual Lot. The electricity service capacity to be provided to each Lot will be 200 amperes, at 240/120 AC voltage. Installation of electricity service to the lot line of each Lot is subject to inspection by FortisAlberta Inc. ("Fortis"). More than 200 amperes service to any individual Lot will not be provided by the Developer; the costs associated with supplying and installing such additional electricity service capacity, should the possibility exist to deliver such excess capacity, will be at the respective Lot owner's sole expense. Each Lot owner desiring such additional service capacity must make his or her own arrangements for same, directly with a third party electrical contractor and/or Fortis, as the case may be.

Hook-ups for electricity service to individual Lots will require meters and incur normal costs of connection work by either Fortis or third parties (as the case may be), and may also entail such hook-up fees as Fortis may charge for such service. Each prospective purchaser of a Lot should ascertain the timing and costs of electricity service to the Lot, including metering.

(F) *Wire Line Telephone Service*

Underground wire line telephone service and, if available in the vicinity, ADSL broadband internet service, to the property line of each individual Lot is being provided by Telus Corporation ("Telus"). Installation of telephone service to the lot line of each Lot is subject to inspection by Telus.

Hook-ups for telephone service to individual Lots would incur normal costs of connection work by Telus and such hook-up fees as Telus may charge for such service. Each prospective purchaser of a Lot should ascertain the timing and costs of telephone service to the Lot.

(G) *Cellular Telephone Service*

Wireless cellular voice telephone reception is currently available on the Property, from Telus Mobility, Rogers Communications and Bell Mobility.

(H) *Cable Television Service*

Underground cable television and broadband cable internet service to the property line of each individual Lot will be provided by Shaw Cable.

Hook-ups for cable television and broadband cable internet service to individual Lots would require normal hook-up fees as charged by Shaw Cable. Each prospective purchaser of a Lot should ascertain the timing and costs of cable television service to the Lot.

(I) *Natural Gas*

Underground natural gas service to the property line of each individual Lot is being provided by the natural gas division ("ATCO Gas") of the ATCO Group of Companies. Installation of natural gas service to the lot line of each Lot is subject to inspection by ATCO Gas.

Hook-ups for natural gas service to individual Lots would require meters and incur normal costs of connection work by either ATCO Gas or third parties (as the case may be), and may also entail such hook-up fees as ATCO Gas may charge for such service. Each prospective purchaser of a Lot should ascertain the timing and costs of natural gas service to the Lot, including metering.

(J) *Sanitary Sewage*

Until such time as the Municipal District may provide sanitary sewage service to the Property, on each Lot the sanitary sewage resulting from occupancy of the Lot is to be disposed of through individual in-ground septic field systems. Reference is made to the Soils Percolation Investigation and percolation testing at the Property referred to in subsection 4.6(C) of this Information Guide. In summary, a positive percolation test, regarding the subsurface conditions necessary for a septic tile field waste water dispersal system, was performed using a test hole drilled on each of the 59 Lots in the first phase of the Development. Notwithstanding the foregoing, the Developer's engineering consultant has made no representation as to the subsurface conditions or specific percolation capacity of the subsurface in any other locations within any Lot.

The respective purchaser of each Lot or his or her authorized representative is required to apply for and obtain the necessary permit for a septic field on the Lot and approval of the location of the septic field on the Lot from the local health authority or other governmental agency which issues permits for septic fields. Each prospective purchaser of a Lot should ascertain the costs of sanitary sewage disposal within the Lot.

In contemplation of possible future sanitary sewerage service to the Property and as a condition of Final Approval, at the Developer's expense an underground sanitary sewerage collection system will be constructed as part of the Development, including capped individual connections at the property line of each Lot. Reference is made to the caveat referred to in subsection 4.4(B)(5) of this Information Guide, which is to be registered in favour of the Municipal District against title to each Lot, pertaining to such future sanitary sewerage service and connection to a future municipal system.

(K) *Potable Domestic Water and Fire Protection Water System*

Potable domestic cold water and fire protection water service to the Property will be provided by Doran Engineering Services Ltd. ("Doran") acting as the authorized representative of Westridge Utilities Inc. ("Westridge"). Westridge is a privately owned, publicly regulated utility which provides domestic water service in the Springbank area of the Municipal District. As part of the Development, underground potable domestic water service to the property line of each individual Lot, is to be constructed at the Developer's expense and connected to Westridge's service. Installation of domestic water service to the lot line of each Lot may be subject to inspection by Doran.

It is expected that hook-ups for domestic water service to individual Lots will require meters and will incur normal costs of connection work by third parties. Each prospective

purchaser of a Lot should ascertain the costs of domestic water service to the Lot, including metering.

**(L) *Fire Protection Water System***

The Developer will install fire hydrants along the Access Roads, which will be connected to the water system underground mains referred to in the immediately preceding subsection. Reference is made to subsection (P) below entitled "Fire Protection Service."

**(M) *Storm Water Drainage***

Storm water drainage ditching along Access Roads adjacent to Lots, under-road culverts and storm water drainage infiltration catchment areas to a standard acceptable to the Approval Authority, are to be constructed at the Developer's expense in accordance with a storm water management plan prepared by the Developer's water management engineering consultant (the "Stormwater Implementation Plan"). The Stormwater Implementation Plan comprises a hydrologic analysis for the Development as well as engineering design of the storm water drainage system and infiltration catchment areas to be located on the Property. As a condition of Final Approval, the Approval Authority's review and approval of the Stormwater Implementation Plan is required.

**(N) *Garbage Removal***

The Developer will cause the Homeowners' Association to contract with a private solid waste disposal service for regular garbage collection and removal. Further information regarding solid waste (garbage) collection is available through the offices of the Developer.

**(O) *Police***

The Development is serviced by the Cochrane detachment of the Royal Canadian Mounted Police.

**(P) *Fire Protection Service***

Fire protection will be provided to the Development by the Municipal District of Rocky View Fire Services, out of its Station 71 Springbank fire hall, located at 128 McLaurin Drive, approximately seven kilometres northwest of the Development.

**(Q) *Emergency Medical Services***

The *Foothills Medical Centre* (<http://www.calgaryhealthregion.ca/fmc/>; 777 beds), located at 1403 - 29 St. NW in Calgary just south of 16th Avenue NW (which is the Trans Canada Highway through Calgary), is the general hospital nearest to the Development. Foothills is a tertiary care referral centre for southern Alberta, and is the primary trauma centre, neonatal intensive care and acute care health facility for residents in the northwest area of Calgary and the portion of the Springbank area in close proximity to Trans Canada Highway #1.

*Rockyview General Hospital* (<http://www.calgaryhealthregion.ca/rgh/>; 500 beds) is located at 7007 - 14 Street SW in Calgary, just south of Glenmore Trail. It provides comprehensive and specialized medical and surgical services to Calgary and southern Alberta.

The recently opened *Alberta Children's Hospital* is located at 2888 Shaganappi Trail NW, in Calgary, on the western side of the University of Calgary campus.

The *Cochrane Community Health Centre*, which offers non-emergency basic medical services on weekdays during certain daytime hours, is located at 213 – 1st Street West in Cochrane, Alberta.

(R) *Schools*

Rocky View School Division #41 (“SD#41”), in which the Development is located, provides elementary and secondary public school education in the Municipal District. SD41’s Internet website (<http://www.rockyview.ab.ca/>) provides further information regarding the academic programs offered, as well as a listing of elementary, secondary and alternate secondary schools and district services offered. SD#41 operates a school bus transportation network for students who live outside certain specified walk limit boundaries.

*École Elbow Valley Elementary* (<http://www.rockyview.ab.ca/evalley/>) is located at 244209 Range Road 33, approximately 7.3 kilometres northwest of the Development. It offers both English and French immersion programs, in kindergarten to grade four. Other elementary schools are located in Cochrane, Alberta, and in the Bearspaw area of northwest Calgary.

*Springbank Middle School* (<http://www.rockyview.ab.ca/springmd/>; grades five to eight), is located at 244235 Range Road 33, approximately 7.2 kilometres northwest of the Development. *Mitford Middle School* (<http://www.rockyview.ab.ca/mitford/>) is located at 110 Quigley Drive in Cochrane.

*Springbank Community High School* (<http://www.springhs.ca/>) is located at 32226 Springbank Road, approximately 5.6 kilometres west-northwest the Development. *Bow Valley High School* (<http://www.bowvalleyhigh.com/>) is located at 2000 River Heights Drive in Cochrane.

The *University of Calgary*, which offers a wide range of degree programs in the arts, sciences and professions, is located approximately 17 kilometres east of the Development and is accessible via the Trans Canada Highway.

The main campus of *Southern Alberta Institute of Technology* (S.A.I.T.), which currently offers diploma, certificate and apprenticeship programs in a wide range of technology and non-technology related applied skills, as well as four applied degree programs, is located at 1301-16th Avenue NW in Calgary, approximately 20 kilometres east of the Development.

(S) *No Municipal Bus Transportation*

There is currently no municipal bus transportation service to the Development.

(T) *Recreational Facilities*

Other than the Municipal Reserve Ravine and associated trail network on the Property, there is no provision for any recreational facilities as part of the Development.

*Westside Recreation Centre* (<http://www.westsiderec.com/>), located in Calgary at 2000 - 69 Street SW, approximately 10 kilometres east of the Development via Lower Springbank Road and 17 Avenue SW, offers a diverse range of indoor recreational facilities, including an innovative leisure ice skating arena, a regulation size (200 ft. x 85 ft.) hockey rink, wave, water slide and lazy river leisure pool, 25 metre lap pool, sauna, steam room and spa pool, 9000 square foot gymnasium, a large fitness centre, 24 foot high climbing wall, three meeting

rooms and child care area. Drop in admission, 10 visit passes and annual memberships are available.

*Springbank Park for All Seasons* (<http://www.springbank.ab.ca/Facilities/>) is a community owned recreational facility located on Range Road 33 just north of Springbank Road approximately 5.7 kilometres west-northwest the Development. The Springbank Park facility offers a six sheet curling rink, two hockey rinks, baseball/softball fields, soccer fields, meeting rooms and banquet facilities and a children's playground area. The Springbank Curling Club operates out of the facility.

*Pinebrook Golf & Country Club* (<http://www.pinebrookgolfclub.com/>; private; equity membership) located just south of Lower Springbank Road and west of 101 Street SW, *Elbow Springs Golf Club* (<http://www.elbowsprings.com/>; semi-private; equity membership) located a short distance south of Alberta Highway 8 and west of 101 Street SW, *Springbank Links Golf Course* (<http://www.springbanklinks.com/>; private; equity and annual memberships) located north of the Property five kilometres from the intersection of Old Banff Coach Road and the Trans Canada Highway, *The Glencoe Golf & Country Club* (<http://glencoegeolf.nemexinc.com/>; private) located on the south side of the Elbow River directly south of the Property, and *River Spirit Golf Club* (<http://www.riverspiritgolf.com/>; semi-private; equity membership) located on Range Road 34 north of Alberta Highway 8, are all located within approximately 15 minutes driving distance of the Property. *Redwood Meadows Golf and Country Club* (<http://www.redwoodmeadows.com/>; semi-private; equity membership) is located in Bragg Creek, Alberta, further to the southwest of the Development.

*Springbank Equestrian Park*, which is operated by the Springbank Equestrian Society, is located on Lower Springbank Road a short distance east of the Development. It offers facilities and activities for recreational, competitive, Western and English saddle riders. A number of member clubs operate out of the equestrian park.

In addition to the foregoing, there are numerous outdoor recreational activities, both seasonal and year-round, in which to participate in the vicinity or within less than 90 minutes driving distance of the Development, most if not all of which are accessible to the public. Such activities include hiking, rock climbing, mountain biking, fishing, river and whitewater kayaking, baseball, soccer, downhill skiing, cross-country and back country skiing and snowmobiling. In general, organized league sports are offered to the public through local clubs and amateur sports associations.

#### **4.0 TITLE, LEGAL & ENVIRONMENTAL MATTERS**

##### **4.1 Legal Description**

The Property on which the Development is located is legally described as:

Plan 0012189, Block 2  
Municipal District of Rocky View No. 44  
Excepting thereout all Mines and Minerals  
(the "Property").

#### 4.2 Ownership

- (A) The Developer's General Partner is the registered owner of the Property.
- (B) The Developer's General Partner holds title to the Property in trust for the Developer and, having power and authority as general partner to do so, will execute all conveyancing documents including, without limitation, the contract of purchase and sale in respect of each Lot.

#### 4.3 Existing Encumbrances and Legal Notations

Title search prints (as of October 3, 2006) for the Property are attached to this Information Guide as Exhibit 'D.' *A prospective purchaser should review title to the Lot with a solicitor prior to any purchase of a Lot, and be satisfied as to the content and effect of any existing or proposed encumbrance which is listed or referred to in this Information Guide.* Please contact the Developer for copies of any existing or proposed encumbrances or for details of same.

##### (A) *Existing Financing-Related Encumbrances*

The following financial encumbrance is registered against and recorded on title to the Property as of the date of this Information Guide:

- (1) mortgage registered on May 10, 2006 under number 061 181 153, the registered owner of which is Royal Bank of Canada ("Royal Bank").

##### (B) *Description of Certain Existing Non-Financial Encumbrances*

The following is a summary description of or reference to certain statutory right of ways and related encumbrances which are currently registered against title to the Property:

- (1) *Existing Easement.* An easement registered under number 841 154 450 on September 14, 1984, providing for access to the South Neighbouring Lands, the beneficiary of which is the registered owner of such lands;
- (2) *Existing Natural Gas Utility Right of Way.* A blanket utility right of way registered under number 961 252 920 on October 29, 1996, the registered owner of which is Canadian Western Natural Gas Company (which is now part of ATCO Gas);
- (3) *Existing Electrical Utility Right of Way.* A utility right of way registered under number 001 243 172 on August 29, 2000, the registered owner of which is FortisAlberta Inc;
- (4) *Conditions of Original or Other Crown Grant.* Title to each Lot will be subject to subsisting conditions, provisos, restrictions, exceptions and reservations contained in the original grant or in any other grant or disposition from the Crown.

Unless and until discharged as referred to in subsection 4.3(C), the Developer's covenants and obligations thereunder referred to above in subsections 4.3(B)(1) through (4) inclusive burden and shall run with the Lots and enure to the benefit of and shall be binding upon the Developer, the Developer's heirs, executors, administrators, successors and assigns. The aforesaid covenants, obligations and encumbrances have priority over any financial charges registered against the Lots.

(C) *Encumbrances to be Discharged*

The Developer will cause the security for its indebtedness to Royal Bank (the "Royal Bank Security") referred to in subsection 4.3(A)(1) above to be discharged and removed from title to specific Lots provided that the Developer causes 100% of the net sales proceeds of each Lot sold to be paid to Royal Bank until the Developer's indebtedness to Royal Bank is repaid in full including all interest and any other monies owing under the Royal Bank Security.

The Developer has been advised by ATCO Gas that it intends to replace the existing natural gas line running through the Property adjacent to Range Road 31 with a new natural gas line in a new location adjacent to the Access Roads, as part of one of the proposed right of ways referred to in subsection 4.4(B)(1) of this Information Guide. It is the Developer's understanding that, in such event, ATCO Gas intends to decommission and abandon the presently existing natural gas line, whereupon the blanket utility right of way referred to in subsection 4.3(B)(2) of this Information Guide may be discharged.

(D) *Locations of Certain Existing Encumbrances*

The existing easement area referred to in subsection 4.3(B)(1) above is located within the southeast portion of the Property labelled on the Proposed Layout Plan as "Phase Two."

The existing natural gas line in the blanket utility right of way referred to in subsection 4.3(B)(2) above is located along the east side of the Property adjacent to Range Road 31 and within Lots 1, 34, 35, 50, 51, 52 and 53.

The existing electrical utility right of way referred to in subsection 4.3(B)(3) above runs along the southern boundary of the Property adjacent to Lots 58 and 59.

**4.4 Proposed Encumbrances**

(A) *Proposed Financing-Related Encumbrances*

Upon creation of title to the Lots at the time of registration of the Plan of Subdivision in the Calgary Land Titles Office, the security for the construction financing arranged by the Developer for the Development will encumber the newly created titles, at which time title to the Lots will be subject to the Royal Bank Security referred to in subsection 4.3(A)(1) of this Information Guide. Reference is made to subsection 4.3(C) above regarding encumbrances to be discharged.

(B) *Proposed Non-Financing Related Encumbrances and Covenants*

As a requirement of Final Approval by the Approval Authority, there will be additional covenants, caveats, right of ways and easements registered against title to some or all of the Lots, which will affect use. Such right of ways, easements, restrictive covenants and other encumbrances, which are currently expected to be registered against title to the affected Lots, will include those referred to in the following summary descriptions of the proposed encumbrances.

- (1) Blanket Easements and/or Right of Way(s) for Electricity, Natural Gas, Water, Sanitary Sewerage, Cable TV and Telephone Utilities Distribution. One or more statutory right of ways and/or easement agreements affecting all of the Lots, the registered owners of which will be Fortis, ATCO Gas, Westridge Utilities Inc., the Municipal District, Shaw Cable and/or Telus, as the case may be. The right

of ways and/or easement agreements will, among other things, provide for location, installation, access for maintenance, maintenance and connection by properly authorized persons of below-grade electricity, natural gas, potable domestic water and fire protection, sanitary sewerage, cable television and telephone distribution lines and mains within the Property and associated conduit, service boxes, terminal boxes, at-grade electrical transformers, water mains, sewers, fire hydrants, manholes, valves, other fixtures and similar equipment. The effect of the right of ways and/or easement agreements will be restricted to those areas of the Property where such construction work is required and infrastructure is located, and without limitation but wherever possible will be located in the Access Roads right of ways and on both sides of the Access Roads right of ways in 3.5 metre wide strips lying within the Lots where they border the Access Roads.

It is expected that the aforementioned blanket easements and/or right of ways will be replaced by specific easements or right of way areas as construction of services is completed and the specific locations of services are then established. As and when such plans become available, the Developer will provide prospective purchasers of the affected Lots with reference plans, indicating the location and size of the specific easement areas or right of ways on each of the Lots, upon prior request;

(2) Blanket Easement and/or Right of Ways for Stormwater Drainage. A blanket easement and/or right of way(s) affecting all the Lots, the registered owner of which is expected to be the Municipal District. The encumbrance(s) will, among other things, provide for location, installation, access for maintenance, maintenance and connection by properly authorized persons of drainage ditching, culverts and storm water drainage infiltration catchment areas within the Property, and associated fixtures and equipment. The effect of the encumbrance(s) will be restricted to those areas of the Property where such construction work is required and infrastructure is located, and without limitation but wherever possible will be located in the vicinity of Access Roads. Notwithstanding the foregoing,

(i) one large storm water drainage infiltration catchment area will be located within an easement area or right of way and restrictive covenant area on the eastern one-quarter (approximately) of Lot 21, relatively wide strips of land on the western portion of Lots 22 and 23, and on the portion of the Municipal Reserve Ravine lying between Lots 21 and 22; and

relatively narrower storm water drainage infiltration catchment areas will be located in an easement area or right of way and restrictive covenant area within the following affected Lots:

(ii) along the common property line between Lots 27 and 28,  
(iii) along the east property line and part of the north property line of Lot 34, and along the east property line and part of the south property line of Lot 35,  
(iv) along the north property line of Lots 34, 35, 36, 37 and 38, and along the south property line of Lots 48, 49 and 50, and  
(v) along the south property line of Lots 58 and 59.

It is expected that restrictive covenants will accompany the easement and/or right of ways, to contain provisions substantially whereby, among other things, the Developer, on behalf of itself and on behalf of its heirs, executors, administrators, successors and assigns, will covenant with the Municipal District that there will be no alteration or disturbance of the vegetation or land subsurface within the aforesaid restrictive covenant areas. ***Prospective purchasers of affected Lots should review the final form of the encumbrances in order to be informed of their exact nature, substance and content.***

It is expected that the blanket easement and/or right of ways for storm water drainage will be replaced by specific easement or right of way areas as construction of the stormwater drainage services is completed and the specific locations of storm water drainage ditching and related works are established. As and when such plans become available, the Developer will provide prospective purchasers of the affected Lots with reference plans, indicating the location and size of the specific easement areas or right of ways and restrictive covenant areas on each of the aforementioned affected Lots, upon prior request;

- (3) **Design Guidelines / Building Envelopes.** The Design Guidelines referred to in subsection 2.3(B) and the Building Envelopes within which each dwelling unit will be required to be located as referred to in subsection 2.1(G) of this Information Guide, by way of a restrictive covenant affecting all the Lots;
- (4) **Homeowners' Association Mortgage.** A mortgage affecting all the Lots, the registered owner of which will be the Homeowners' Association, which will secure the obligations of each Lot owner to contribute moneys for the operation of the Homeowners' Association and its performance of such obligations as to which the Homeowners' Association may be or become so obligated, including but not limited to those referred to in section 3.1 of this Information Guide;
- (5) **Caveat – Deferred Services Agreement.** A caveat affecting all the Lots in favour of the Municipal District, which will, among other things, notify each future Lot owner of a certain agreement (the "Deferred Services Agreement") to be entered into between the Developer and the Municipal District prior to Final Approval, pertaining to domestic and fire protection water, underground wastewater sewerage and underground storm water drainage (if any) infrastructure services to be provided at an indefinite future point in time, and the provisions thereof. The Deferred Services Agreement will obligate the respective Lot owner of his or her obligation, at the Lot owner's sole cost as and when each such service may become available from the Municipal District, to at such time connect to the Municipal District's regional water system and/or wastewater sewerage system and/or underground storm water drainage system (if any), and to decommission and reclaim where required the corresponding existing infrastructure service being replaced (for example, sanitary waste disposal via an in-situ septic field);
- (6) **Lease (Licence of Occupation) – Municipal Reserve Ravine.** A lease affecting all the Lots, under which the lessor will be the Municipal District and the lessee will be the Homeowners' Association, regarding, among other things, the use of the Municipal Reserve Ravine by the general public (including residents of the Lots), and its maintenance by the Homeowners' Association;
- (7) **Easement for Access to Municipal Reserve Ravine.** An easement affecting Lots 6, 7, 8, 9, 11 and 12, in favour of the Municipal District, which will provide

for pedestrian access by the public to the Municipal Reserve Ravine and the parts of the *Springbank Regional Pathway System*, to be located within the Property by way of an easement area up to 10 metres in width, to be located along the west property line of Lots 6, 7 and 8, and the east property line of Lots 9, 11 and 12 and across the affected Lots.

It is expected that, among other things, the agreement accompanying the easement will contain provisions whereby each owner of an affected Lot will covenant that he or she will not obstruct the access to or use of the easement area either by landscaping materials, the erection of fences, or similar action or work. As and when such plans become available, the Developer will provide prospective purchasers of the affected Lots with the reference plan or plans, indicating the location of the specific easement area on each of the aforementioned affected Lots, upon prior request;

(8) *Easement for Pedestrian Trail.* An easement affecting Lots 1, 34, 35, 50, 51, 52 and 53, in favour of the Municipal District, which will provide for pedestrian access by the public to parts of the *Springbank Regional Pathway System* to be located within the Property by way of an easement area six metres in width, to be located along the east property line of Lots 1, 34, 35, 50, 51, 52 and 53 and across the affected Lots.

It is expected that, among other things, the agreement accompanying the easement will contain provisions whereby each owner of an affected Lot will covenant that he or she will not obstruct the access to or use of the easement area either by landscaping materials, the erection of fences, or similar action or work. As and when such plan become available, the Developer will provide prospective purchasers of the affected Lots with the reference plan or plans, indicating the location and size of the specific easement area on each of the aforementioned affected Lots, upon prior request;

(9) *Other Matters.* Such other agreements, restrictive covenants, right of ways or easements (including, without limiting the generality of the foregoing, easements in favour of owners of adjacent lands requiring access), indemnities and other charges in favour of public authorities, utility companies or the Municipal District as may be required in order to develop the Property, maintain the Property, and create the Lots.

*The Developer's covenants and obligations thereunder referred to above in subsections 4.4(B)(1) through (9) inclusive shall burden and run with the Lots and shall enure to the benefit of and be binding upon the Developer, the Developer's heirs, executors, administrators, successors and assigns. Each of the purchasers of Lots from the Developer will assume the Developer's covenants and obligations under the aforementioned encumbrances as it relates to his or her respective Lot. The aforesaid covenants, obligations and encumbrances shall have priority over any financial charges registered against the Lots. Save and except for the existing non-financial and the proposed non-financing related encumbrances referred to in subsections 4.3(B) and 4.4(B) respectively of this Information Guide, which are not to be discharged, and the reservations and conditions in the original Crown grants of the lands comprising the Development, the purchaser of a Lot will acquire title to the Lot free and clear of all financial encumbrances.*

Please contact the Developer for details of existing or proposed encumbrances in respect of any individual Lot that are referred to in sections 4.3 and 4.4 of this Information Guide.

*At this time the exact nature, form and content of the instruments which will be registered against title to the Lots and which will restrict usage of Lots has not been finally determined. A prospective purchaser should discuss the status of these restrictions with regard to specific Lots with the Developer prior to any purchase of a Lot. The onus is on the purchaser to ensure that a Lot will be suitable for the use to which the purchaser intends to put such Lot. The purchaser will agree, pursuant to the agreement of purchase and sale of a Lot, to take title to such Lot subject to the foregoing and subject to any other restrictions on use which may be required as a condition of the Final Approval of the Plan of Subdivision by the relevant government authorities. Building permits will not be available until after the Lots are created, all on-and off-site work is substantially complete or fully bonded for, and all relevant instruments referred to above are in place.*

#### **4.5 Outstanding or Contingent Litigation or Liabilities**

The Developer is not aware of any outstanding or contingent litigation or liabilities in respect of the Development or against the Developer which may affect the Lots, save and except trade accounts which are not yet due and any builders' lien holdbacks which are being held or may be held by the Developer pursuant to applicable Alberta legislation.

#### **4.6 Environmental Matters**

##### **(A) *Topography***

With the exception of the embankments along the boundaries of much of the Municipal Reserve Ravine, the topography of the Property comprises generally flat to gently rolling grazing grassland and cultivated terrain. A large, intermittent drainage coulee in the Municipal Reserve Ravine traverses the southwest portion of the Property to the rear of Lots 18 through 28 inclusive and Lots 54 through 58 inclusive. There are no identifiable seasonal or permanent surface watercourses on the Property.

##### **(B) *Existing Subsoils and Hydrogeological Conditions Investigation***

On behalf of the previous owner of the Property and subsequently on behalf of the Developer, the civil engineering consultant for the Development retained a geotechnical engineering firm to conduct geotechnical subsoil investigations of the Property, and prepare reports (the "Subsoil Investigation") on such investigations. Copies of the Subsoil Investigation reports are available for inspection by prospective purchasers of Lots at the offices of the Developer during normal business hours, upon prior request.

As set out in the Subsoil Investigation reports, the surficial lacustrine (water deposited) sediment that covers the area is from the Calgary Formation, and consists of interbedded clay and silt. The silt/clay sediments found in the test holes drilled were of variable thickness ranging from 0.2 metres to 7.5 metres, generally classified by testing as medium plastic clay, of soft to very stiff consistency, with natural moisture contents generally at or below plastic limits. Sand was encountered in only one test hole; the sand was damp to wet, from compact to dense consistency. Glacial silt till, moist and of stiff consistency, was encountered in only one test hole, at depth. Bedrock was not encountered in any of the test holes drilled on the Property.

The Subsoil Investigation reports contain specific recommendations regarding engineered backfill grading and the potential use of engineered structural fill as it pertains to foundation design. In particular but without limitation, the reports state that all organic topsoil, wet and/or soft subsoils be removed prior to placing any engineered fill soils, that engineered fill

be compacted to a minimum of 97% Standard Proctor dry density, and that soil bearing observation reports be conducted in all Lots containing engineered fill in order to determine specific bearing conditions and identify foundation design and construction considerations. The September 2002 report also remarked on the water soluble sulphate content of surficial soils at the Property, and provides recommendations regarding a specific concrete mix for foundations which may come in contact with any particularly sulphated soils.

Exact soil conditions and elevations vary from Lot to Lot.

(C) *Soils Percolation Investigation and Testing*

On behalf of the previous owner of the Property and subsequently on behalf of the Developer, the civil engineering consultant for the Development retained an independent engineering contractor to conduct a site investigation of water table conditions and soil percolation rates on every lot in the Development, and prepare reports (the "Soils Percolation Investigation") on such investigations. As set out in such reports, the soil conditions at the septic field test locations where test holes were drilled consist of predominantly light olive in colour silt, with some sand and clay. Free water was not observed in the test holes during drilling. In its report, the engineering contractor stated that the near surface water table will be below a depth of 1.8 metres below grade during the months of highest groundwater conditions (June to August). The water percolation rate in the test hole on each Lot was recorded to be between the Municipal District's and Alberta Government's specified minimum and maximum limits. The Soils Percolation Investigation report concluded that the locations of the percolation test holes drilled are suitable for standard size septic tile field waste water dispersal systems.

A copy of the Soils Percolation Investigation reports are available for inspection by prospective purchasers of Lots at the offices of the Developer during normal business hours, upon prior request.

Other than in connection with the investigations and assessments referred to in this section 4.6 of this Information Guide, the Developer has not made any other inquiries or investigations regarding the condition of the soil or subsoil in the 59 lot phase one area of the Property.

(D) *Flood and Erosion Hazards*

Other than as discussed or referred to in the preceding portions of this section 4.6 of this Information Guide, the Developer has not made any further inquiries or investigations regarding flooding or drainage hazards, nor is the Developer aware of any extraordinary risks or dangers connected with the Development in respect of flooding or drainage hazards.

(E) *Biophysical Impact Assessment*

On behalf of the previous owner of the Property, the civil engineering consultant for the Development retained a biological/biophysical consultant to conduct an ecological site assessment of the Property, and to prepare a report (the "Biophysical Impact Assessment"), dated May 2002, on their investigations. As noted in the Biophysical Impact Assessment report, approximately 90% of the central Springbank area is comprised of lands that have been significantly altered by past cultivation and exotic plant invasion. The report also states that the lack of cover and high percentage of disturbed habitat at the Property precludes its value as a route for regional or even local wildlife movement, and that the development of the Property will not significantly increase fragmentation of native habitat in the region. The Biophysical Impact Assessment found that the majority of habitat on the Property with significant ecological

integrity lies within the access easement area in the southeast corner (Phase Two area) of the Property; this area contains a diverse range of native habitat types. The report recommends that preservation of the existing forest in this area of the Property would mitigate the impact from development of the Property on the Northern Goshawk and Canada Lynx, which are the two resident vertebrate species identified in the Biophysical Impact Assessment as being at risk. The Biophysical Impact Assessment concludes by suggesting that landscaping of the rear yards of Lots backing onto the Municipal Reserve Ravine could include native grasslands.

(F) *Environmental Site Contamination Investigation*

On behalf of the previous owner of the Property, the civil engineering consultant for the Development retained an environmental consultant to undertake a Level 1 environmental site assessment of the Property. Past uses of the Property have been agricultural. In its report to the previous Property owner dated March 21, 2002, the consultant reported that at the time of its on-site investigations there were no obvious signs of uncontrolled dumping on the Property, and that adjacent lands appeared to be maintained in such a manner as to minimize the potential for cross contamination. The environmental consultant's historical records review of the documents available from the municipal and provincial government agencies contacted showed no records of impairment or environmental violations, nor any record of oil or natural gas wells, on the Property. The environmental consultant concluded by stating that no significant environmental impairment existed on the Property as at the date of the report, and that no further investigation was required at such time.

(G) *Historical Resource Impact Assessment*

A historical resource impact assessment of the Property was conducted in May 2005 by a qualified heritage consultant and a report prepared dated September 6, 2005. The report discusses two aboriginal peoples' bison kill sites dating to approximately 8,000 years ago which were identified in the bottom of the coulee on the Property, and evidence of a larger campsite found on the western edge of the Property. However, as set out in the report, subsequent erosion events in the coulee have removed much of the two sites and the density of cultural materials in the area that remains intact is very low. The consultant reported that the depth of sediments in the campsite area is not great and the probability that any intact cultural features remain is very low. The consultant concluded by recommending that no further investigative work be undertaken. The Developer does not expect there will be any additional restrictive covenant areas or other encumbrances on the Property required as a result of the historical resource impact assessment of the Property.

(H) *Slope Stability*

Each purchaser of a Lot bordering the Municipal Reserve Ravine is advised to retain his or her own geotechnical engineer in order to determine the location of the crest of such slope on his or her respective Lot, and to defer to the recommendations of his or her geotechnical engineer regarding specific local slope stability conditions and construction and excavation on the Lot in the vicinity of such embankment.

There is no evidence of rockfall activity at the Property and, in general, there are no signs of ground instability or major slope instability, and the Property does not appear to be subject to landslide or rockfall hazards.

Other than as may be described or referred to above or elsewhere in this Information Guide, there are no proposed changes to the existing natural state of the Property except the usual clearing,

blasting (if any), grading, cutting, filling, levelling and backfilling in order to facilitate construction work in connection with the Development, including but not limited to construction of Access Roads, driveway entries off of the Access Roads for Lots, cutting and filling of areas within certain Lots, and construction of the services referred to in Section 3.2 of this Information Guide.

## **5.0 CONSTRUCTION**

### **5.1 Construction Dates**

Construction work on the Property commenced in September 2006. As of the date of this Information Guide, the Developer estimates that construction of the Access Roads and infrastructure will be either "substantially completed" (within the meaning of such term in quotations under the *Builder's Lien Act* of Alberta) by October 31, 2007, with the exception of Access Road asphalt surfacing work, which is weather and temperature dependent, and which therefore may require a bond or letter of credit posted with the Approval Authority for completion of such work following Final Approval. However, the Developer cannot give any definite assurances as to when the services described or referred to in this Information Guide will be completed. Access Road surfacing work will be completed during seasonal periods of relatively more mild or warm, drier weather.

Final Approval is a condition precedent to submission of the Plan of Subdivision for registration. The Developer expects that the Plan of Subdivision will be submitted to the Calgary Land Titles Office for registration 30 days following substantial completion of construction work (or following the provision of a bond to the Municipal District for any work not yet completed), or such later date as may result from delays in obtaining Final Approval therefor, including but not limited to the ratification of the required development agreement by the Municipal District. However, the workload of municipal officials involved in granting Final Approval may affect the timing of submission of the Plan of Subdivision for registration, which may occur earlier or later than the estimated date set out above. The Developer makes no representation and can give no assurances whatsoever in this regard.

### **5.2 Warranties**

Except as expressly set out herein and as may be expressly set out in any written contract of purchase and sale entered into between the Developer and a prospective purchaser of a Lot, there are no warranties or representations, express or implied, made or given by the Developer. Without limitation, no verbal representations, warranties, promises or statements made by the Developer or any realty brokerage, realtor, agent or consultant to the Developer will be in any way binding. A prospective purchaser of a Lot must understand and recognize that only the Information Guide and any written agreement of purchase and sale of a Lot will be binding upon or affect the rights and obligations of the purchaser and Developer.

## **6.0 DEVELOPMENT APPROVALS**

### **6.1 Conditional Subdivision Approval**

Conditional Subdivision (tentative plan of subdivision) Approval for the Development was received from the Approval Authority by letter to the Developer dated August 2, 2006 (the "Approval Letter"). The Approval Letter sets out certain conditions which the Developer will be required to meet prior to receiving Final Approval.

## 6.2 Final Approval of the Plan of Subdivision

Final Approval of the Development will occur when all conditions set out or referred to in the Approval Letter have been fulfilled to the satisfaction of the Approval Authority, a development agreement encompassing these terms has been executed by the Developer and ratified by the Municipal District, and either construction of the Access Roads and services which are discussed in section 3.1 of this Information Guide is complete to the satisfaction of the Approval Authority or the Developer has posted a bond or letter of credit satisfactory to the Approval Authority sufficient to pay the cost of any services construction in the Development which is not constructed by the date that the Plan of Subdivision is submitted for registration in the Calgary Land Titles Office.

Reference is made to section 5.1 of this Information Guide for a discussion of construction commencement and completion dates and dates for submission for registration in the Calgary Land Titles Office of the Plan of Subdivision for the Development.

Title to the Lots will not be created and the Lots will not be transferred until after Final Approval has been obtained by the Developer and the Plan of Subdivision is deposited for registration in, and has been processed by, the Calgary Land Titles Office.

## 7.0 MISCELLANEOUS

### 7.1 Deposits

All deposits and other monies received from a purchaser of a Lot shall be held in trust to the extent required by the *Real Estate Act* of Alberta until an instrument evidencing the interest of the purchaser in the Lot has been deposited for registration in the Calgary Land Titles Office.

### 7.2 Purchase and Sale Agreement

The Developer is offering the Lots for sale on the basis of the matters discussed and referred to in this Information Guide, including, without limiting the generality of the foregoing and if applicable in the circumstances at the time, as a condition precedent to closing of any contract of purchase and sale of a Lot that title to the Lot will have been created upon registration of the Plan of Subdivision applicable to the Lot in the Calgary Land Titles Office following Final Approval.

The Developer reserves the right to prepare one or more forms of contract of purchase and sale which will be used to sell Lots to the extent the Developer deems this necessary or appropriate in the circumstances. The standard form of contract of purchase and sale prepared for the Development and which is acceptable to the Developer is attached to this Information Guide as Exhibit 'E.' Among other things, the standard form of contract of purchase and sale contains provisions relating to this Information Guide and pertaining to certain matters referred in this Information Guide.

### 7.3 Other Matters

#### (A) *Property Taxes; Local Area Improvement Assessments*

The registered owner of each Lot is responsible for payment of real property taxes levied on his or her Lot, as well as any particular improvement assessments which may be levied by local government authorities.

(B) *Exhibits*

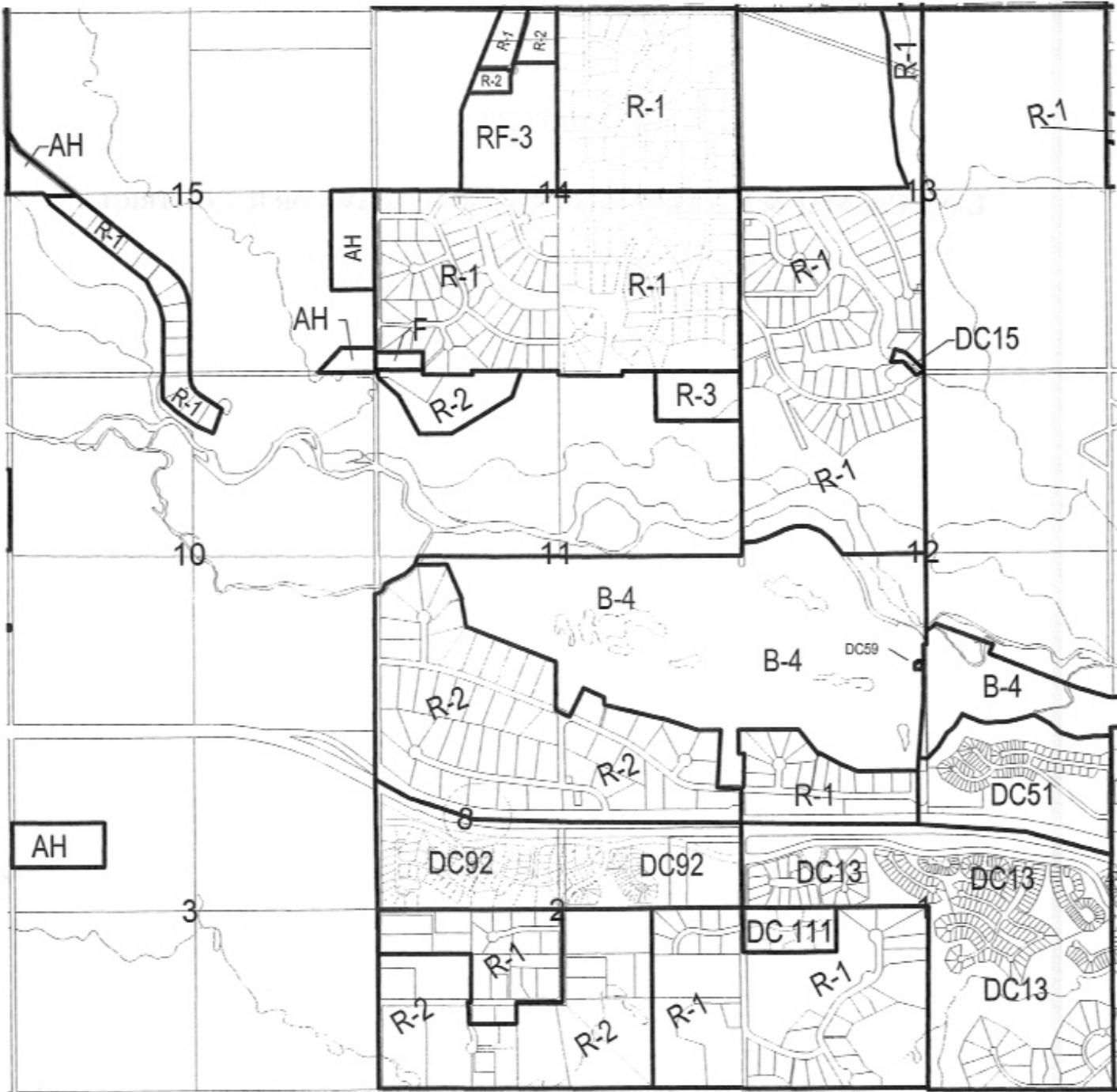
The Exhibits attached to this Information Guide marked "Exhibit 'A'", "Exhibit 'B'", "Exhibit 'C'", "Exhibit 'D'" and "Exhibit 'E'" are incorporated into and form a part of this Information Guide.

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**EXHIBIT 'B'**

**LAND USE MAP & EXCERPT FROM ZONING BY-LAW FOR R 1 DISTRICT**

*(referred to in section 2.2 of the Information Guide  
for Swift Creek Estates dated February 2, 2007)*



ALL LANDS ARE DESIGNATED RF UNLESS NOTED OTHERWISE

RANCH AND FARM DISTRICT  
- SEE EXCEPTIONS LISTED WITH THIS DISTRICT  
RANCH AND FARM TWO DISTRICT  
RANCH AND FARM THREE DISTRICT  
AGRICULTURAL HOLDING DISTRICT  
FARMSTEAD DISTRICT  
RESIDENTIAL ONE DISTRICT  
RESIDENTIAL TWO DISTRICT  
RESIDENTIAL THREE DISTRICT  
HIGHWAY BUSINESS DISTRICT  
GENERAL BUSINESS DISTRICT

RF  
RF-1  
RF-2  
RF-3  
AH  
F  
R-1  
R-2  
R-3  
B-1  
B-2

LIMITED BUSINESS DISTRICT  
RECREATION BUSINESS DISTRICT  
AGRICULTURAL BUSINESS DISTRICT  
LOCAL BUSINESS DISTRICT  
NATURAL RESOURCE INDUSTRIAL DISTRICT  
HAMLET RESIDENTIAL SINGLE FAMILY DISTRICT  
HAMLET RESIDENTIAL (2) DISTRICT  
HAMLET COMMERCIAL DISTRICT  
HAMLET INDUSTRIAL DISTRICT  
PUBLIC SERVICES DISTRICT  
AIRPORT DISTRICT  
DIRECT CONTROL DISTRICT

B-3  
B-4  
B-5  
B-6  
NRI  
HR-1  
HR-2  
HC  
HI  
PS  
A-5  
DC



MUNICIPAL DISTRICT OF ROCKY VIEW #44  
TWP. 24-3-W5M.

Part FIVE of the BYLAW No. C-4841-97.

LAND USE MAP No.

47-SE

DATE: September 14, 2006

### SECTION 46. *RESIDENTIAL ONE DISTRICT (R-1)*

#### 46.1 Purpose and Intent

The purpose of this District is to provide for a residential use on a small *parcel* of land which does not accommodate *agriculture, general*.

#### 46.2 Uses, Permitted

*Accessory buildings* less than 80.0 sq. m (861.0 sq. ft.) building area

*Dwelling, single detached*

*Home-Based Business, Type 1*

*Private swimming pools*

#### 46.3 Uses, Discretionary

*Bed and Breakfast Homes*

*Child care facilities*

*Dwelling, moved-in*

*Kennels, Hobby*

*Medical Practice*

*Signs*

#### 46.4 General Regulations

The General Regulations apply as contained in Part 3 of this Land Use *Bylaw* as well as the following provisions:

#### 46.5 Minimum and Maximum Requirements

##### 46.5.1 *Parcel Size:*

The minimum *parcel size* shall be 0.8 hectares (2.0 acres).

##### 46.5.2 *Yard, Front:*

- (a) 45.0 m (147.6 ft.) from any *road, municipal*
- (b) 60.0 m (196.8 ft.) from any *road, primary highway* or any *road, secondary or highway*
- (c) 15.0 m (49.2 ft.) from any *road, internal subdivision* or *road, service*

##### 46.5.3 *Yard, Side:*

- (a) 45.0 m (147.6 ft.) from any *road, municipal*
- (b) 60.0 m (196.8 ft.) from any *road, primary highway* or any *road, secondary or highway*
- (c) 15.0 m (49.2 ft.) from any *road, internal subdivision* or *road, service*

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## LAND USE DISTRICTS

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- (d) 6.0 m (19.7 ft.) all other

### 46.5.4 *Yard, Rear:*

- (a) 30.0 m (98.4 ft.) from any road
- (b) 15.0 m (49.2 ft.) all other

### 46.6 Minimum Habitable Floor Area, excluding basement

- (a) 140.0 sq. m (1,507.0 sq. ft.) single *storey dwelling*
- (b) 140.0 sq. m (1,507.0 sq. ft.) split level *dwelling*, the total area of two finished levels
- (c) 121.0 sq. m (1,302.5 sq. ft.) split entry or bi-level and the main floor; 28 sq. m (301.4 sq. ft.) finished lower level
- (d) 150.0 sq. m (1,614.6 sq. ft.) two *storey dwelling*, combined *floor areas*
- (e) 140.0 sq. m (1,507.0 sq. ft.) main floor - *dwelling, moved-in*

### 46.7 Maximum height of buildings

- (a) *principal building* - 10.0 m (32.8 ft.)
- (b) *accessory buildings* - 5.5 m (18.0 ft.)

### 46.8 Maximum *dwelling units per lot* is one.

### 46.9 Maximum total building area for all *accessory buildings* - 120 sq. m (1,292.0 sq. ft.)

### 46.10 Maximum number of *accessory buildings* - 2

## *Design Guidelines – Supplement*

*for*



### **SWIFT CREEK ESTATES**

*fee simple 59 lot subdivision  
Municipal District of Rocky View No. 44, Alberta*

This supplement (“Supplement”) to the Design Guidelines for *Swift Creek Estates* comprises part of the Design Guidelines. In this Supplement, references to the Design Guidelines are intended to include this Supplement. The provisions of this Supplement will be included in the restrictive covenant agreement – to accompany the encumbrance referred to in subsection 4.4(B)(3) of the Lot Owner Information Guide – which, as a registered charge on title to each Lot, is to give force and effect to the Design Guidelines so as to require each Lot owner’s compliance with the Design Guidelines.

#### **1.00 DESIGN REVIEW CONSULTANTS, OTHER APPROVED CONSULTANTS, AUTHORITY AND FEES**

1.01 Architectural Design Coordinator and Landscape Design Review Consultant. The Developer of *Swift Creek Estates* has appointed IBI Group, Architects Engineers Planners, as *Swift Creek Estates*’ architectural design review consultant (the “Design Coordinator”), and landscape design review consultant (the “LRC”). IBI Group’s contact information is as follows:

Attention: Chris O’Halloran, Senior Design Coordinator  
IBI Group  
Suite 400 – Kensington House  
1167 Kensington Cres. N.W.  
Calgary, AB  
T2N 1X7

tel: (403) 270-5600  
fax: (403) 270-5610  
e-mail: [cohalloran@ibigroup.com](mailto:cohalloran@ibigroup.com)  
Internet: <http://www.archcontrol.com/>

Subject to those provisions set out in section 1.05 of this Supplement, the Developer has sole discretion to appoint and dismiss the Design Coordinator and the LRC, and appoint any replacement Design Coordinator or LRC, as the case may be, from time to time as may be required in the circumstances.

1.02 Responsibilities. The Design Coordinator and LRC are responsible for reviewing all building and landscape plans, respectively, submitted by Lot owners to ensure that the criteria set forth in the Design Guidelines for *Swift Creek Estates*, including the provisions of this Supplement, are met.

1.03 Design Review Fees.

- (1) Provided that the Lot owner has followed the intent of and complied with the provisions set out in the Design Guidelines, for each Lot the Design Coordinator's fee (the "Design Coordination Fee") and the LRC's fee are included in the purchase price of the Lot. The Design Coordination Fee is required to offset the expense of the plan review and Design Guidelines approval and compliance process.
- (2) Notwithstanding the foregoing, in the event that for whatever reason additional time is required beyond the standard amount allocated by the Design Coordinator and LRC to review and provide final approval of the Lot owner's plans and final construction, such time will be charged directly to the Lot owner at the Design Coordinator's and LRC's charge-out rates set out below, plus Goods and Services tax and disbursements for out of pocket costs. Any such additional charges will be payable directly to the Design Coordinator and LRC. Such additional fees and expenses may be payable in each of the following circumstances, amongst others:
  - (A) if the Lot owner's submission for formal review and approval is incomplete; or
  - (B) if the Lot owner's submission has not followed the intent of and not complied with all aspects of the Lot Owner Information Guide affecting the proposed use of and building siting and construction on the Lot, taking into account the restrictive covenants (including the provisions of the Design Guidelines) referred to in the Lot Owner Information Guide, resulting in a rejected application and required re-submission to the Design Coordinator.

Design Coordinator's charge out rates: \$140 per hour

LRC Managing Consultant's charge out rates: \$140 per hour

Staff Consultant: \$110 per hour

Senior Technician: \$ 80 per hour

1.04 Authority. Subject to those provisions set out in section 1.05 below, the Design Coordinator and LRC have full discretion in their interpretation of all aspects of the Design Guidelines. Moreover, the Design Coordinator reserves the right, in the Design Coordinator's sole and unfettered discretion exercised in a manner reasonably satisfactory to the Developer, to grant approval of the residential dwelling (the "Principal Building") on any Lot or any accessory building on the Lot which does not meet or varies from the provisions of the Design Guidelines in any respect. Similarly, the LRC reserves the right to vary or waive any of the provisions of the Design Guidelines as to a particular Lot or Lots as the LRC sees fit in its sole discretion. Neither the Design Coordinator nor the LRC shall in any way be liable to any Lot owner for damages or otherwise as a result of any decisions in this regard. While the Design Coordinator, LRC, the Developer and the *Swift Creek Estates* Homeowners' Association (the "Swift Creek Estates HOA") may enforce all the provisions of the Design Guidelines, nothing contained in the Design Guidelines should be interpreted so as to impose any requirement on these parties to enforce any provisions which they choose, in their sole discretion, not to enforce. These parties will have no liability to any Lot owner for any decisions made or neglected to be made in regard to the Design Guidelines. Every party that submits plans to the Design Coordinator or the LRC or both, as the case may be, for approval agrees that neither they

nor the respective Lot owner, as the case may be, will bring action or suit against the Developer, the Swift Creek Estates HOA, the Design Coordinator or the LRC for any reason whatsoever.

#### 1.05 Design Guidelines Control and Management

- (1) During the period (the "Transition Period") commencing January 1, 2007 and ending December 1, 2010 (the "Turnover Date"), or such earlier Turnover Date as the Developer shall determine in its discretion, the Developer has full authority for the implementation, application, interpretation and enforcement of the Design Guidelines. For greater certainty and without limiting the generality of the foregoing, such authority includes the selection and management of the Design Coordinator and the LRC. Therefore, until the Turnover Date but subject as otherwise provided in subsection 1.05(2) below, the Swift Creek Estates HOA will have no authority regarding or involvement in the oversight or management of any aspect of the Design Guidelines, nor shall the Swift Creek Estates HOA be entitled to require compliance with any provision of the Design Guidelines which, as provided in section 1.04 of this Supplement, the Design Coordinator or the LRC, as the case may be, may approve variance therefrom or non-compliance therewith.
- (2) Notwithstanding the foregoing, at any time during the Transition Period the Developer in its discretion may but shall not be obligated to delegate to the Swift Creek Estates HOA responsibility to oversee, implement and apply any such particular provision of the Design Guidelines as the Developer may determine; provided, however, that any such delegation to the Swift Creek Estates HOA shall not in any way diminish or negate the Developer's authority provided in subsection 1.05(1) above. In each instance of delegation to it of responsibility as aforesaid, the Swift Creek Estates HOA shall thereupon immediately accept such responsibility and perform the duties pertaining to and arising from such responsibility.
- (3) With the prior approval of the shareholders (being the Lot owners) of the Swift Creek Estates HOA given by special resolution passed by a two-thirds majority vote either at a duly constituted meeting of such shareholders (at which meeting the required quorum shall be a majority of the Lot owners) or in writing, the Developer will have the authority to change any provision of the Design Guidelines at any time that the Developer shall have the authority provided in subsection 1.05(1) above.
- (4) On the Turnover Date, the Swift Creek Estates HOA shall accept and assume full authority for the implementation, application, interpretation and enforcement of the Design Guidelines.

#### 1.06 Recommended Design Consultants and Builders

- (1) So as to assist in ensuring that the entire design review process goes as smoothly as possible for the Lot owner, and to help maintain the highest quality in design and construction at *Swift Creek Estates*, the Developer has pre-qualified a select number of house builders (the "Recommended Builders"), house designers and landscape designers (the "Recommended Designers"). Some of the Recommended Builders have their own in-house architectural designers. Some of the recommended landscape designers also act as landscape contractors.
- (2) Use of one of the Recommended Designers for all building architectural and yard design is strongly encouraged and will help to streamline the design review process.
- (3) Each of the Recommended Designers and Recommended Builders has been selected for his/her particular reputation and professionalism. Each is familiar with the *Swift Creek Estates* project, the Design Guidelines and the Developer's high expectation regarding the standard of design and construction to be achieved at *Swift Creek Estates*. Use of these pre-

qualified consultants should assist in minimizing the time required to be devoted to the design and construction process by each Lot owner, and should help ensure a high level of satisfaction with the finished product.

- (4) The Design Coordinator will provide a current listing of the Recommended Designers and Recommended Builders to each Lot owner upon request.

#### **1.07 Design Guidelines Construction Compliance Bond**

- (1) To ensure each Lot owner's compliance with the Design Guidelines, a construction compliance bond (the "DGC Bond") of \$12,500.00 will be paid by each Lot owner to the Developer at the time of the *Stage 2 Review* drawings submission described in subsection 2.01(2)(B) of this Supplement, and deposited by the Developer in a fully segregated interest bearing account or money market fund of or administered by a Canadian chartered bank or provincially regulated credit union. The DGC Bond will be forfeited to the holder thereof (the "DGC Bondholder", being the Developer or the Swift Creek Estates HOA, as the case may be pursuant to subsection 1.05(1) of this Supplement) in whole or in part (in an amount as determined by the DGC Bondholder) as partial or full compensation for any default by the Lot owner in his/her compliance with the Design Guidelines, and in his/her payment of additional billings from the Design Coordinator pursuant to section 1.03 herein. Any construction or exterior alterations that take place without approval or contrary to the restrictive covenants and other encumbrances referred to in the Lot Owner Information Guide (including the Design Guidelines) are subject to change or removal at the Lot owner's expense.
- (2) Upon completion by the Lot owner of all house construction and a satisfactory final inspection thereof by the Design Coordinator, the Lot owner is required to so notify the DGC Bondholder in writing. Upon receipt of such notice, the DGC Bondholder will return the DGC Bond to the Lot owner, in full (if the Lot owner has fully complied with the Design Guidelines save and except the provisions thereof which are subject to the provisions of section 1.08 of this Supplement) or in part (if a partial forfeiture has occurred due to compensation for some measure of non-compliance), together with the interest on the principal amount of the DGC Bond at such rate from time to time as shall have been earned thereon while held on deposit.

#### **1.08 Landscaping Compliance Bond**

- (1) To ensure each Lot owner's compliance with the landscaping provisions of the Design Guidelines, separate and apart from the DGC Bond a landscaping performance bond (the "Landscaping Bond") of \$12,500.00 will be paid by each Lot owner to the Developer at the time of the *Stage 3 Review* drawings submission described in subsection 2.01(2)(C) of this Supplement, and deposited by the Developer in a fully segregated interest bearing account or money market fund of or administered by a Canadian chartered bank or provincially regulated credit union. The Landscaping Bond will be forfeited to the holder thereof (the "Landscaping Bondholder", being the Developer or the Swift Creek Estates HOA, as the case may be pursuant to subsection 1.05(1) of this Supplement) in whole or in part (in an amount as determined by the Landscaping Bondholder) as partial or full compensation for any default by the Lot owner in his/her compliance with the landscaping provisions of the Design Guidelines, and in his/her payment of additional billings from the LRC pursuant to section 1.03 herein. Any landscaping-related work that takes place without approval or contrary to the restrictive covenants and other encumbrances referred to in the Lot Owner Information Guide (including the Design Guidelines) are subject to change or removal at the Lot owner's expense.

(2) Upon completion by the Lot owner of all landscape work and a satisfactory final inspection thereof by the LRC, the Lot owner is required to so notify the Landscaping Bondholder in writing. Upon receipt of the such notice, the Landscaping Bondholder will return the Landscaping Bond to the Lot owner, in full (if the Lot owner has fully complied with all landscaping-related provisions of the Design Guidelines) or in part (if a partial forfeiture has occurred due to compensation for some measure of non-compliance), together with the interest on the principal amount of the Landscaping Bond at such rate from time to time as shall have been earned thereon while held on deposit.

## **2.00 BUILDING AND LANDSCAPE PLANS – DESIGN REVIEW AND APPROVAL PROCESS**

### **2.01 Design Approval Process.**

(1) Plans for all buildings, alterations and additions shall be submitted to the Design Coordinator. The Design Coordinator has been appointed to provide the following services in connection with the Principal Building proposed to be built on any Lot. These services entail a three stage “Design Guidelines” architectural design review process plus follow-up site reviews:

- (A) A pre-design meeting between the Lot owner and/or his or her architectural designer is mandatory in order to establish a clear understanding of the provisions of the Design Guidelines;
- (B) *Stage 1 Review* involves the review of the massing (or the size and shape) of the proposed building, its placement on the Lot, and its relationship to its neighbours for compliance with the provisions of the Lot Owner Information Guide (including the Design Guidelines). The purpose of this preliminary submission will be for the Design Coordinator to review each Lot owner’s chosen building design so as to ensure that the design of the proposed building(s) is/are consistent with the intent and scope of the Design Guidelines. The Design Coordinator will respond to the Lot owner on this submission in a timely manner. Through this informal process at the front end, expensive and time-consuming design work can be properly focused and detailed work on unacceptable designs can be avoided. A successful first stage application receives a preliminary approval that allows the Lot Owner’s architectural designer to proceed with detailed architectural design;
- (C) *Stage 2 Review* involves the review of the detailed plans of the building(s), landscaping details, and material and colour specifications for compliance with the Design Guidelines as well as all other relevant aspects of the Lot Owner Information Guide. A successful second stage application receives an approval which allows the Lot Owner’s architectural designer to proceed with preparation of building permit application drawings;
- (D) *Stage 3 Review* involves the review of the building permit application drawings for conformity with the approved Stage 2 detailed design drawings and specifications. Building permit application drawings will not be accepted for review by the permit approval authority having jurisdiction (the “Municipal District”) without the required Design Coordinator’s signature thereon;
- (E) During and post construction, site reviews will be made to assess conformity with the approved plans and specifications, and to report on any substantive discrepancies observed or identified; and
- (F) When satisfied, the Design Coordinator and the LRC will sign off on compliance with the provisions of the Design Guidelines.

(2) The following subsections set forth the required drawings, related documents and other information (as a minimum) to be submitted in each stage of the design review process to the Design Coordinator and the LRC for formal review. All drawings are to be fully dimensioned, to scale and prepared to a professional standard. Two sets of all drawings and landscape plans are required.

(A) *Stage 1 Review:*

- (a) A copy of certificate of title or similar acceptable proof of Lot ownership;
- (b) Legal survey of the subject Lot, prepared by a registered Alberta Land Surveyor, showing property lines and dimensions, the registered building envelope on the Lot, existing topographical levels, rights-of-way and easements, and the required setbacks;
- (c) A set of photographic prints with short descriptions for each showing existing site conditions. Do not put on boards;
- (d) A plan of the proposed development superimposed onto the legal survey showing the building footprint(s) and driveway location;
- (e) Perspective, axonometric or isometric drawings of the proposed building(s) massing showing the property lines and exterior envelope (including roof profiles) of the building(s) are strongly recommended, and may be required at the sole discretion of the Design Coordinator. Sketch floor plans must also be included. These drawings should all be drawn at  $1/8" = 1'-0"$  scale;
- (f) A brief written description of the proposed project scope, including grading, demolition or removal of buildings, landscaping, fencing, etc;
- (g) A duly completed Application and Agreement Form as supplied by the Design Coordinator, signed by the Lot owner(s), which, among other things, will provide the Design Coordinator with the Lot owner's and all consultants' names and pertinent contact information.

Once the Lot owner is confident that his/her overall design concept should be acceptable to the Design Coordinator, he/she should complete all of the design plans described in subsection (B) below for submission to the Design Coordinator and the LRC, both of whom will provide a formal response to the Lot owner's submission in a timely manner.

(B) *Stage 2 Review:*

- (a) Landscape plan or plans, including all detail drawings of hard landscaping elements, prepared at 1:100 (larger scale for detail drawings), showing the following for the entire Lot:
  - the location(s) on the Lot of all buildings;
  - road access, driveways and parking;
  - grading and storm water management;
  - fencing, decks and patios, Sports Courts, other structures, planted areas and tree locations, putting greens, water features, rockery gardens, landscape lighting and the like;

- Treatment of remainder of the Lot not specified above including lawn and ground cover areas;
- Materials, colours and specifications of all built surfaces, including but not limited to Sports Court surfacing;
- Location and details (including both Latin and common names of species, size and height) of all plantings and planting beds, including a planting list itemizing quantities, tree callipers and plant sizes;

(b) Floor Plans for all floors including a basement/foundation plan and a roof plan indicating all slopes and configurations, drawn at 1/8" = 1'-0" scale;

(c) Table of Gross Building Areas & Ratios of the main floor and the upper floors of each building, in order to verify compliance with the provisions of subsection 3.01(3) of this Supplement. For residences with attached garages, the table shall indicate the gross building areas of the garage floor and any upper floor space above it and the ratio of such areas, separately from the gross building areas of the main and upper floors and the ratio thereof for the remainder of the residence structure, and vice versa;

(d) Elevations of all sides of the building(s), showing existing and finished grades at all corners of the building(s), taking into account any applicable grading plan, drawn at 1/4" = 1'-0" scale;

(e) Sections through the buildings showing building materials, how grade differences are being handled, and height calculations;

(f) Building Details showing the following: ridge, eave, soffit and fascia details; base and window trim; and deck, handrail, fence and screening details;

(g) Materials List including a completed Detailed Information Form (to be provided by the Design Coordinator for completion) and descriptions of such material and colour selections as may be requested by the Design Coordinator; and

(h) Colour and Material Samples wherever practical to demonstrate proposed exterior colours and materials. These should include paint samples of all exterior colours, including a description of where each occurs. A description (or sample if appropriate) of the proposed roofing material should also be provided.

(C) ***Stage 3 Review:*** Following receipt of the Design Coordinator's approval after completion of Stage 2 Review, and before making application to the Municipal District for any building permit, submit two sets of building permit application drawings to the Design Coordinator for his required approval signature prior to submitting such drawings to the Municipal District in connection with a building permit application. The Design Coordinator's approval signature will be affixed to such drawings only after the Developer or the Swift Creek Estates HOA, as the case may be, shall have confirmed to the Design Coordinator that it has received the applicant's DGC Bond and Landscaping Bond discussed in sections 1.07 and 1.08 of this Supplement.

(3) All reviews by the Design Coordinator and the LRC are limited to the extent necessary, in the opinion of the Design Coordinator or the LRC, as the case may be, acting reasonably, to

ensure compliance with the provisions set out in the Design Guidelines. The Design Coordinator and the LRC will respond to a submission in a timely manner. The decision of the Design Coordinator and the LRC shall consist of either an approval, a conditional approval or a rejection.

2.02 **Limitation**. Neither the Design Coordinator nor the LRC nor the Developer nor their respective successors or assignees shall be liable for damages to anyone submitting plans for approval by reasons of mistake in judgement, negligence or in connection with the approval or disapproval or failure to approve any such plans. Reference is made to the provisions of section 1.04 of this Supplement.

2.03 **Building Permit Application**. The Design Coordinator's approval under the Design Guidelines of a building design does not in any way infer that the Municipal District's approval of the building permit application for such building will be obtained.

2.04 **Applicable Legislation**. In addition to the provisions of the Design Guidelines, all construction must meet the requirements of the Municipal District's zoning regulations and the current applicable building codes. The Lot owner is responsible for obtaining all required permits for the construction of the building(s) on his or her Lot.

### **3.00 ADDITIONAL LAND USE REGULATIONS**

3.01 The following prescriptions, which are in addition to the provisions of the Zoning Bylaw, apply to the development of every Lot at Swift Creek Estates:

(1) Maximum Built Area (FSR):	0.15 of total Lot area, including garage space and <u>all</u> accessory buildings and the pro-rata portion of basements above grade;
(2) Maximum FSR of Floor(s) above the Main Floor:	0.05 of total Lot area;
(3) Maximum Aggregate Ratio of Gross Building Areas of Upper Floors to Main Floor:	35% to 65%, depending on the particular design and architectural style of the building. In determining this ratio, the floor area of each full two storey high space on the main floor will also be included as upper floor area. Garages, whether attached or detached, will be treated as a separate structure for the purpose of calculating these ratios;
(4) Total Site Coverage:	0.15 of total Lot area, excluding unenclosed patios but including decks more than 0.8 m (2.6 ft) above grade;
(5) Minimum Dwelling Size:	225 metres <sup>2</sup> (2,422 sq. ft.) gross building area, including the main floor and all floors above grade but excluding basements, garages and accessory buildings;

These prescriptions are intended to provide for a degree of control over the scale and massing of buildings on all Lots.

3.02 **Building Footprint Envelope Restrictions**. As referred to in subsection 2.1(G) of the Lot Owner Information Guide and indicated on the Proposed Layout Plan in Exhibit 'A' to the Lot Owner Information Guide, the reference plan accompanying a restrictive covenant to be registered in the Calgary Land Titles Office against title to each of the Lots will delineate a specific building envelope

(a "Building Envelope") on each Lot. On each Lot, the footprint of the Principal Building, including porches and above grade decks, as well as the footprint of any garage whether attached or detached, will be required to be located within the particular Building Envelope for the Lot. Subject as may otherwise be provided under the Zoning Bylaw regarding yard setbacks, roof overhangs and non-enclosed patios, as well as accessory buildings and all other built forms on a Lot including – without limiting the generality of the foregoing – swimming pools and "Sports Courts" (defined in section 8.01 of this Supplement), are not required to be located within the particular Building Envelope for the Lot.

3.03 **Fire Damage**. No structure visibly damaged by fire shall be left un-repaired for more than four (4) months following the occurrence of the fire causing such damage.

#### **4.00 PROHIBITED LAND USES**

4.01 Notwithstanding such uses as may be permitted under the zoning by-laws and regulations of the Municipal District applicable to the Property including the Zoning Bylaw, the following uses shall not be permitted on a Lot:

- (1) mobile homes, recreational vehicles and trailers (including "fifth wheel" trailers) maintained or occupied as a residence;
- (2) the boarding of animals and the keeping of any livestock or poultry;
- (3) processing of aggregate materials, including without limitation excavation and hauling of sand or gravel out of any Lot in commercial quantities;
- (4) all home based businesses which are automotive, sawmill, millwork, or heavy machinery-related;
- (5) any animal breeding-related business of any size;
- (6) as discussed in subsection 2.3(B) of the Lot Owner Information Guide, bed and breakfast homes, child care facilities, medical practices and hobby kennels; and
- (7) processing and packaging of water regardless of its source.

4.02 Subject as otherwise provided in subsection 4.01(4) above regarding otherwise discretionary uses which are prohibited land uses under the Design Guidelines, home based business occupation permitted under the Zoning Bylaw which is ancillary to use of the Lot for residential purposes is permissible.

#### **5.00 LANDSCAPING AND SITE DESIGN**

5.01 **Lot Grading and Drainage**. Natural drainage patterns should not be interrupted unless necessitated by house design. Stormwater drainage design should ensure that no drainage is directed onto neighbouring Lots, but instead to rock drainage pits located on the subject Lot wherever reasonably possible, or connected to *Swift Creek Estates*' stormwater system.

5.02 **Recommended Landscape Materials**. A list of recommended tree, shrubbery and other plant species, which are either indigenous or adapt well to the local climatic conditions, is available from the LRC upon prior request. The list also identifies certain materials which are unsuitable for southwestern Alberta's climate.

5.03 Ground Cover; Completion. At a minimum, all yards must be fully planted and maintained with a local climate-tolerant species of grass and shrubs to eliminate soil erosion and run-off onto neighbouring property. All of a Lot's ground cover (such as grass sod) must be laid or planted and the finished driveway and garage apron surfacing on the Lot must be installed before either the first October 31st date which follows the date when the Municipal District issues an occupancy permit for the residence on the Lot or – only if such occupancy permit is issued during either September or October – June 30th of the following year. Notwithstanding the foregoing, if a Lot owner does not commence construction of a house by six months after the closing of the Lot purchase, he/she will be required to hydroseed all disturbed portions of the Lot.

5.04 Ornaments. Artificial features such as statuary and pre-cast ornaments are not permitted either in front yards or at driveway entries.

5.05 Tree Growth Restrictions and Removal

- (1) Any tree located on a Lot which has been planted by any Lot owner, which has been positioned or has grown such that it significantly restricts views of the Rocky Mountains from the Principal Building on any other Lot, will be promptly topped, trimmed back to an appropriate degree, taken down or relocated by the Lot owner, upon the reasonable request of the affected neighbouring Lot owner. In the case of disagreements amongst Lot owners, the decision of the LRC or the Swift Creek Estates HOA, as the case may be, will be absolute and binding on the parties.
- (2) At the reasonable request of an affected Lot owner, the Swift Creek Estates HOA shall at its expense cause any tree planted in any road right-of-way, which has grown to the point that views of the Rocky Mountains from the Principal Building on the affected Lot are significantly restricted, to be promptly topped or trimmed back.

5.06 Electricity, Telephone and Cable Television Utilities Lines. All electrical, telephone and cable television wiring within each Lot shall be buried underground from its connection to the service distribution lines at the Lot's property line as well as elsewhere on the Lot.

## 6.00 VEHICLES, TRAILERS, BOATS AND OTHER RECREATIONAL OBJECTS

6.01 Parking & Storage. None of the following shall be parked or kept outdoors on any portion of any Lot, whether or not on a trailer, whether unenclosed or enclosed in a cover, and whether or not screened from view in any manner:

- (1) recreational vehicles for more than 10 days in any consecutive 60 day period, including without limitation travel trailers and camper trailers, except for one or more periods not exceeding six (6) months cumulatively in duration during construction of the Principal Building on a Lot;
- (2) boats of any size or description, including but not limited to personal water craft;
- (3) vehicles intended for use exclusively on a closed course or off-road, of any size or description, including without limitation all terrain vehicles, motocross motorcycles, and snowmobiles;
- (4) buses, trucks or semi-trailers exceeding seven metres (23 feet) in overall length;
- (5) utility trailers, boat trailers and vehicle trailers;
- (6) any unlicensed motor vehicle of any kind; and

(7) partially wrecked or discarded vehicles, fuel tanks, firewood, trash and other unsightly objects.

6.02 **Off Premises.** Any vehicle, boat, trailer or other object referred to in section 6.01 above and all other items which either are not capable of being or are not parked, kept or stored inside a garage or fully enclosed in an accessory building on a Lot shall be kept or stored off-site and not on the Lot.

## 7.00 OBJECTS OUTDOORS

7.01 **No Outdoor Storage.** No clothes lines, storage, refuse, garbage containers (except on garbage collection days) or propane storage tanks greater than 20 lbs. capacity shall be located outdoors anywhere on a Lot.

7.02 **No Membrane Enclosed Structures.** The erection of fabric, polyethylene sheet or other membrane enclosed structures and inflatable structures, whether on metal, plastic or wood frames or air supported, is not permitted on any Lot, regardless of their use.

7.03 **Dog Houses.** Dog houses, if any, must be located in the rear yard of a Lot and must not be visible from any public road or any neighbouring Lot. Generally, dog houses are discouraged.

7.04 **Dog Run Enclosures.** Dog runs shall be enclosed with chain link fencing as provided in section 8.06 of this Supplement; such fencing shall not exceed 1.52 metres (five feet) in height, regardless of the size of dog it is intended for. No portion of any dog run enclosure shall be located either within 9.1 metres (30 feet) of any property line of any Lot, or on any portion of any Lot which lies between any portion of the exterior wall of the residence on the Lot which faces a public road and that road. It is strongly recommended that one side of the dog run enclosure be a wall of either an attached or detached garage, and preferably the portion or portions of the garage wall which face or are oriented to the rear of the Lot.

## 8.00 SPORTS COURTS

8.01 **Definition.** As used in this Supplement, the term "Sports Courts" shall include any distinct hard surfaced area used for any outdoor recreational activity including, without limiting the generality of the foregoing, tennis, basketball, skateboarding, rollerblading, ice skating, roller hockey and ice hockey.

8.02 **Location.** No Sports Court shall be located in any front yard or side yard. Unless otherwise approved by the LRC, no portion of any Sports Court shall be located within 12 metres (39.4 feet) of any property line of any Lot. The location of any Sports Court on any Lot must be approved by the LRC prior to its construction, in order to address concerns regarding views of the Rocky Mountains from either the Principal Building on any immediately neighbouring Lot – if the precise location of such Principal Building is known at the time when such approval is to be given – or otherwise from the Building Envelope on an immediately neighbouring Lot.

8.03 **Size.** No Sports Court shall exceed in area the size of one International Tennis Federation regulation doubles tennis court (78 feet long x 36 feet wide) plus up to 18 foot deep back spaces beyond the baselines and up to 10 foot wide side spaces beyond the alleys (i.e., a maximum overall size of 114 feet x 56 feet).

8.04 **Surfacing.** Every Sports Court shall be finish surfaced with a suitable, purpose-specific surfacing product. The product to be used and the colour scheme of the sport court surfacing must be approved by the LRC prior to its application. Ordinary painted or unfinished asphalt is unacceptable.

8.05 **Lighting.** Free standing overhead lighting of Sports Courts shall be restricted as follows:

- (1) The lamp standards including all mounting brackets and bases, light fixture and its shielding, shall be factory prefinished or anodized in a colour acceptable to the LRC which shall minimize their visibility;
- (2) The source of the illumination (including but not limited to the lamp or filament inside the light fixture) shall be fully shielded from direct view from any neighbouring Lot. This may require light hoods which extend lower than what would be required only for proper illumination of the court;
- (3) All Sports Court lighting (if any) shall be located and shielded in a manner which, in the sole determination of the LRC, should not significantly compromise views of the Rocky Mountains from either the Principal Building on any immediately neighbouring Lot – if the precise location of such Principal Building is known at the time when the LRC makes such determination – or otherwise from the Building Envelope on an immediately neighbouring Lot.

8.06 **Chain Link Fencing.** For dog runs and Sports Courts, coloured polyvinyl chloride (PVC) coated, or electrostatically applied polyester or acrylic coated, prefinished chain link wire fencing is permitted, provided that no chain link fencing shall be erected within any portion of any Lot which lies between any portion of the exterior wall of the residence on the Lot which faces a public road and the road. Prefinished powder coated framework (posts, rails and gates), and prefinished wire mesh (either PVC wrapped or powder coated) and all fasteners shall be black in colour, using prefinished powder coated framework and fittings and PVC wrapped or powder coated wire mesh, with fasteners to be field painted with several coats, particularly if spray painted. Black is the only acceptable colour; green, brown and white chain link fencing is not permitted. Fencing for a Sports Court shall not exceed 3.05 metres (10 feet) in height.

8.07 **Ice Rinks.** Except for chain link fencing around a Sports Court, no freestanding fencing of any kind is permitted around any outdoor ice rink; snowbanks are an acceptable alternative. If the rink is located on a Sports Court and during only those months of the year when temperatures are generally below freezing, boards for playing hockey may be temporarily fastened to the insides of the chain link fencing enclosing the Sports Court. Such boards shall be of plywood or other suitable material, painted or otherwise finished on both sides, well maintained, regularly refinished and promptly removed when the rink is no longer usable each season.

## **9.00 DRIVEWAY ENTRIES; SIGNAGE**

9.01 **Design & Detailing of Driveway Entries.** Each Lot owner is permitted to construct a professionally designed entry feature (a “Driveway Entry Structure”) astride the driveway entrance to the Lot in the vicinity of the Lot’s property line, only in accordance with the following provisions:

- (1) No portion of the Driveway Entry Structure shall extend more than 3.05 metres (10 feet) in length beyond either the surfaced portion of the driveway or top of bank of any stormwater ditch running along the driveway, nor more than 2.0 metres (6.56 feet) in height above natural grade;
- (2) A Driveway Entry Structure may include masonry or stone pillars or short sections of wall. Any such pillars and/or wall shall be finished with the same masonry or stone as is used on the Principal Building on the Lot;

- (3) Except for well detailed light fixtures or lamp enclosures which in the Design Coordinator's sole discretion is acceptable in design and compatible with the particular architectural style of the Principal Building on the Lot, no Driveway Entry Structure shall include any pre-cast, metal, ceramic or other form of ornamental object, nor any statue whatsoever. Lot owners and their designers may wish to consult the Design Coordinator for examples of what might be an acceptable light fixture for a Driveway Entry Structure, depending on the particular architectural style of the Principal Building on the Lot;
- (4) At the Lot owner's option, gates for either pedestrians or vehicles using the driveway, or both, may be included as part of the Driveway Entry Structure. Such gates, if any, must be tastefully designed, non-ornamental, constructed of wrought iron, wood or aluminum, and swing open by means of hinges attached to the Driveway Entry Structure.
- (5) Excluding gates as described in subsection 9.01(4) above, no object of any kind is permitted to span across the driveway at any height above the ground, including without limitation any "over the driveway" entry sign, trellis, heavy timber rails, or similar sort of generally horizontal element.

9.02 No Permanent Signage. Except as provided in subsection 9.03 below and as set out in the Design Guidelines, no signs are permitted. There shall be no signage for any permitted home business occupation.

9.03 Temporary Signage. Temporary signs identifying parties involved in the design and construction of the Principal Building are acceptable during the construction period only and must be grouped together in one location adjacent to the access to the Lot. The builder may display supplier names on the bottom of his sign; there shall be no separate signs for suppliers and sub-trades. Property "For Sale" signs are also permitted.

## 10.00 CONSTRUCTION GUIDELINES

### 10.01 General Considerations

- (1) These construction guidelines are primarily designed to maintain a safe and appealing neighbourhood environment for existing residents and potential buyers during construction of homes in *Swift Creek Estates*. The guidelines are not intended to overly constrain contractors but simply to provide enough control to ensure an orderly construction process.
- (2) Construction must be carried out in strict conformity with the design plans that have been approved by the Design Coordinator and the LRC. All work must be performed in a professional manner and must fully comply with all federal, provincial and municipal bylaws and building codes.
- (3) There is no time limit by the end of which a Lot owner is required to commence construction of a Principal Building on his or her Lot. However, on an ongoing basis, each owner of a vacant Lot will be required to keep the Lot free of garbage, unsightly objects and overgrown grasses and weeds.

10.02 Lock-Up Time Line. Construction of the Principal Building on any Lot and any accessory building on the Lot shall proceed to "lock-up" stage (all exterior portions of the building complete, including all exterior wall finish cladding and roofing work) within fourteen (14) months following the date that preparatory site work for construction actually commences. Thereafter, construction of such buildings to completion shall proceed in an orderly and timely manner such that an occupancy permit

for the Principal Building will have been issued by the Municipal District on a date which is not more than 24 months following the commencement date of preparatory site work on the Lot.

10.03 **Damage to Utilities.** The Lot owner is the sole party responsible for any and all damage that may result from any form of construction activity. The cooperation of all contractors and sub-trades is essential to minimize damage to curb boxes, water valves, pedestals (power & phone), shallow utility lines, hydrants, streets, manholes and other structures. Should damage occur to services or infrastructure adjacent to or on any specific Lot, that Lot owner will be responsible for the repair costs.

10.04 **Excavation Near Trees and Other Landscaping.** Extreme care should be taken when working and excavating close to trees and any planted landscaped areas. Damage to roots, contact of trees and shrubs with construction equipment or changing the grade of land immediately around the base of trees shall be avoided. If the Lot owner or the Lot owner's contractor determines that damage or destruction to any tree on a Lot is unavoidable as a result of required construction activities, the LRC should be immediately contacted and his permission obtained prior to removal of the affected tree(s).

10.05 **Excavation Near Survey Markers.** Survey guard posts and iron pins lost or moved by the Lot owner or the Lot owner's contractor must be reinstalled in their surveyed locations (exact locations, for pins) at the expense of the Lot owner.

10.06 **Erosion Control.** Provision must be made at each construction site to control erosion and run-off from the Lot onto neighbouring Lots or roadways. Various methods can be employed such as the use of diversion swales, straw bales, seeding and the shielding of excavations though the use of material such as plastic tarpaulin.

10.07 **Job Site Conditions and Behaviour**

- (1) Owners and their contractors must take all reasonable steps to keep the streets, street boulevards and neighbouring Lots free at all times from construction debris and garbage, run-off, construction materials, trailers and portable toilets. Each builder shall provide an enclosed portable toilet on or in close proximity to the Lot, for workers' use. Every contractor shall monitor the construction site and surrounding areas for cleanliness on a daily basis.
- (2) Construction materials should be neatly stored on the Lot at the end of each construction day. Construction waste and garbage should be promptly disposed of in a large trash receptacle or disposal bin or removed from the site as required to prevent unsightly build-up of waste materials.
- (3) No rocks, plant material, topsoil, construction material or similar items shall be removed from any neighbouring Lots, including other construction sites.
- (4) The impact of construction activities on neighbouring residents must be kept to a minimum. Issues include parking, speeding, loud music, loud profane language and the borrowing of power, water or telephone service from neighbours.

January 16, 2007

**EXHIBIT 'C'**

**DESIGN GUIDELINES – SUPPLEMENT**

*(referred to in section 2.3(B) of the Information Guide  
for Swift Creek Estates dated February 2, 2007)*

The Supplement to the Design Guidelines is intended to provide information which is primarily procedural or behavioural in nature. As such, the Supplement is in addition to but distinct from the form, character and architectural and landscaping detail-related information contained in the Design Guidelines document itself.

**EXHIBIT 'D'**

**TITLE SEARCH PRINTS**

*(referred to in section 4.3 of the Information Guide  
for Swift Creek Estates dated February 2, 2007)*