

Pursuant to Sections 48 and 68(1) of the Land Titles Act (Alberta) R.S.A. 2000 Chap. L-4

## **RESTRICTIVE COVENANT**

### **BACKGROUND:**

- A. **Westspring Development Limited Partnership** (the "**Developer**"), an Alberta registered limited partnership, is the beneficial owner of the Swift Creek Estates Subdivision described in **Schedule "A"** to this Restrictive Covenant, the legal and registered owner of which is Macdonald Westspring Properties Ltd., the Developer's general partner. Such Swift Creek Estates Subdivision is situated in the Municipal District of Rocky View No. 44, in the Province of Alberta (the "Municipal District");
- B. The Developer is in the process of selling the Lots to individuals or bodies corporate and wishes that such Purchasers and any successors in title be bound hereby to maintain consistent, high standards of development within the Swift Creek Estates Subdivision; and
- C. The Developer intends to impose on each and every Lot a scheme of mutually enforceable restrictions, with respect to the use and improvement of the Swift Creek Estates Subdivision and the construction, use and improvement of the dwellings thereon in order to preserve the integrity of the development and value of the Swift Creek Estates Subdivision.

NOW, THEREFORE, the Developer, on behalf of itself and its successors in title to the Swift Creek Estates Subdivision, annexes to the Swift Creek Estates Subdivision and each and every portion thereof, the following restrictions.

### **ARTICLE 1 DEFINITIONS**

- 1.1 "**Design Guidelines**" means the procedural and land use-related provisions as fully described in **Schedule "C"** and the design-related specific provisions as fully described in **Schedule "D"**, both attached to and forming part of this Restrictive Covenant Agreement.
- 1.2 "**Developer**" means Westspring Development Limited Partnership.
- 1.3 "**Development**" means the carrying out of any construction or excavation on the Swift Creek Estates Subdivision, or any changes or alterations to any improvements constructed on or in the Swift Creek Estates Subdivision.

- 1.4 **"Lot(s)"** means any lot or lots, with the exception of public utility lots and municipal reserves, within the Subdivision, described in **Schedule "B"** attached to this Restrictive Covenant Agreement.
- 1.5 **"Lot Owner(s)"** or **"Purchaser(s)"** means any person, persons or body corporate who acquires a Lot from the Developer and any successor in title to such person.
- 1.6 **"Restrictive Covenant Agreement"** means this agreement containing certain restrictions on the use of the Lots pertaining to the matters set forth herein which is registered as an encumbrance on title to each Lot, and includes **Schedules "A", "B", "C", "D", "E" and "F"** attached hereto, each of which Schedules form part of this Restrictive Covenant Agreement. Where used in this Restrictive Covenant Agreement, the words "Article", "Section", "section", "subsection", "paragraph" and "Schedule" followed by a number or letter mean and refer to the specified article section, subsection, paragraph or schedule of or annexed to and forming part of this Restrictive Covenant Agreement, and the words "herein", "hereof", "hereby", "hereto", "hereunder" and similar expressions refer to this Restrictive Covenant Agreement as a whole and not to any particular portion hereof, unless the context otherwise clearly requires.
- 1.7 **"Swift Creek Estates", "Subdivision" or "Swift Creek Estates Subdivision"** refers to those lands set forth in **Schedule "A"** attached to this Restrictive Covenant Agreement or any part thereof, in which are located the Lots.
- 1.8 **"Swift Creek Estates HOA"** means the homeowners association, established by the Developer, which will be responsible to oversee the management of the common areas and other appropriate homeowner responsibilities and activities in regard to the Swift Creek Estates Subdivision.

## **ARTICLE 2 PERMITTED USES**

2.1 Subject as provided in section 4.01 of **Schedule "C"** to this Restrictive Covenant Agreement, the Swift Creek Estates Subdivision shall not be developed for any purpose other than construction of a private single family dwelling, together with the usual type of ancillary buildings used in connection therewith, and no more than one single family dwelling shall be erected on any Lot.

### **ARTICLE 3 MINIMUM HOUSING AND LANDSCAPING STANDARDS**

3.1 Notwithstanding any other provision of this Restrictive Covenant, no residence or yard shall be constructed on any Lot unless it complies with the requirements of the Design Guidelines.

### **ARTICLE 4 COMPLIANCE**

4.1 No Development shall be commenced, or carried out, on the Swift Creek Estates Subdivision, or any Lot, except in full compliance with:

- (a) the provisions of any federal, provincial or municipal statute, regulation, by-law, resolution or other governing legislation;
- (b) the conditions of any easement, right-of-way, development agreement, or other development restriction, including any restriction pertaining to the development agreement between the Municipal District and the Developer and the Municipal District land use by-law or other development restrictions imposed by the Municipal District; and
- (c) the Design Guidelines.

4.2 No Development shall be commenced or carried out on any Lot, until a building permit has been acquired from the relevant municipal or local authority, and construction shall not proceed unless the building permit remains in full force and effect. No construction shall be carried out on a Lot except in accordance with the building standards established by the relevant municipal or county development or planning authorities.

### **ARTICLE 5 DESIGN GUIDELINES CONTROL AND MANAGEMENT**

5.1 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 (as these terms are defined in **Schedule "C"** of this Restrictive Covenant Agreement). Therefore, until the Turnover Date but subject as otherwise provided in subsection 5.2 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 6.1 below, the Design Coordinator or the LRC, as the case may be, may approve variance therefrom or non-compliance therewith.

5.2 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 section 5.1 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.

5.3 With the prior approval of the shareholders (being the Lot Owners) of the Swift Creek Estates HOA given by special resolution passed by a three-quarters majority vote either at a duly constituted meeting of such shareholders 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 section 5.1 above.

5.4 On the Turnover Date, the Swift Creek Estates HOA shall accept and assume full authority for the implementation, application, interpretation and enforcement of this Restrictive Covenant Agreement including, without limiting the generality of the foregoing, any provision of the Design Guidelines.

## **ARTICLE 6 AUTHORITY / LIABILITY**

6.1 Subject to those provisions set out in Article 6 herein, 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, and the Swift Creek Estates HOA, as the case may be, to grant approval of a residential dwelling or accessory building on a 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.

6.2 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, non-decision, action or non-action, regarding this Restrictive Covenant Agreement including, without limiting the generality of the foregoing, any provision of the Design Guidelines. While the Design Coordinator, LRC, the Developer and 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 for any reason. The Developer and the Swift Creek Estates HOA will have no liability to any Lot Owner for any decisions made or neglected to be made in regard to this Restrictive Covenant Agreement. Every party who submits plans for approval to the Design

Coordinator or the LRC or both, as the case may be, 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 related to this Restrictive Covenant Agreement.

#### **ARTICLE 7 TERMINATION**

7.1 This Restrictive Covenant Agreement and all obligations, liabilities and restrictions imposed on the Lot Owners under it, shall be automatically terminated and have no further force or effect on October 31, 2047.

7.2 The Restrictive Covenant Agreement, if registered on title to the Lots, shall be promptly discharged thereafter from title to each of the Lots on which it still remains on title.

#### **ARTICLE 8 GENERAL PROVISIONS**


8.1 The burden and benefit of the covenants and restrictions contained in this Restrictive Covenant Agreement shall pass with, and extend to, and run with and bind the Swift Creek Estates Subdivision and each and every part thereof and shall be annexed to and devolve with the Swift Creek Estates Subdivision and each and every part thereof so as to bind the Purchaser and all successors and assigns, deriving title from the Purchaser to the Swift Creek Estates Subdivision, or any part thereof, or any interest therein, and the sale or transfer of any Lot carries with it the burden and benefit of the said covenants and restrictions and any future Purchaser is to be bound by same. Each Lot within the Swift Creek Estates Subdivision will be dominant over every other Lot. Each Lot within the Swift Creek Estates Subdivision will be servient to every other Lot.

8.2 The Purchaser agrees to grant such easements and rights-of-way on the Swift Creek Estates Subdivision as may from time to time be required for the purpose of providing local improvements and utilities to the Swift Creek Estates Subdivision.

8.3 If any restriction, covenant, schedule or condition contained in this Restrictive Covenant Agreement shall be declared invalid by any Court of competent jurisdiction, such invalidity shall not affect or impair the validity of any other restriction, covenant or condition contained in this Restrictive Covenant Agreement which shall be read and construed as if such invalid restriction, covenant or condition had never been included in these presents.

**IN WITNESS WHEREOF Macdonald Westspring Properties Ltd.** has executed these presents under the hand of its proper officer duly authorized in that behalf, this 26 day of OCTOBER, 2007.

**MACDONALD WESTSPRING PROPERTIES LTD.**

Per:  (Corp. Seal)

TO: The Registrar of the South Alberta Land Registration District  
Land Titles Office  
Calgary, Alberta

**SCHEDULE "A"**

(Referred to as the "Swift Creek Estates Subdivision")

**FIRSTLY:**

Plan 071 \_\_\_\_\_  
Block 1  
Lots 1 to 5 inclusive  
Excepting thereout all mines and minerals

**AND**

Plan 071 \_\_\_\_\_  
Block 2  
Lots 1 to 12 inclusive  
Excepting thereout all mines and minerals

**AND**

Plan 071 \_\_\_\_\_  
Block 3  
Lots 1 to 19 inclusive  
Excepting thereout all mines and minerals

**AND**

Plan 071 \_\_\_\_\_  
Block 4  
Lots 1 to 23 inclusive  
Excepting thereout all mines and minerals

[Being a total of 59 lots]

**SECONDLY:**

The parcel described as "Remainder of Block 2 Plan 001 2189"

**SCHEDULE "B"**

(Referred to individually as a "Lot" and collectively the "Lots")

FIRSTLY:

Plan 071 \_\_\_\_\_  
Block 1  
Lots 1 to 5 inclusive  
Excepting thereout all mines and minerals

AND

Plan 071 \_\_\_\_\_  
Block 2  
Lots 1 to 12 inclusive  
Excepting thereout all mines and minerals

AND

Plan 071 \_\_\_\_\_  
Block 3  
Lots 1 to 19 inclusive  
Excepting thereout all mines and minerals

AND

Plan 071 \_\_\_\_\_  
Block 4  
Lots 1 to 23 inclusive  
Excepting thereout all mines and minerals

[Being a total of 59 lots]

SECONDLY:

The parcel described as "Remainder of Block 2 Plan 001 2189"



**Schedule 'C'**

**DESIGN GUIDELINES: PROCEDURAL- AND LAND USE-RELATED PROVISIONS**

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

Section 1.01    Architectural Design Coordinator and Landscape Design Review Consultant. Subject as provided in section 5.1 of this Restrictive Covenant Agreement pertaining to Swift Creek Estates, the Developer has appointed IBI Group, Architects Engineers Planners, through their Calgary offices, as the architectural design review consultant (the "Design Coordinator"), for all buildings to be built on Lots, and as the landscape design review consultant (the "LRC") for all landscaping to be undertaken on the Lots. 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

Internet address: <http://www.archcontrol.com/>

Subject to those provisions set out in section 5.1 of this Restrictive Covenant Agreement, 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.

Section 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 all provisions of this Restrictive Covenant Agreement, including the provisions of this Schedule 'C' and Schedule 'D' to this Restrictive Covenant Agreement, are met.

Section 1.03    Design Review Fees.

1.03(1)    Provided that the Lot owner has followed the intent of and complied with the provisions set out in this Restrictive Covenant Agreement, 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.

1.03(2)    Notwithstanding the foregoing, in the event that for whatever reason additional time is required beyond the standard amount of time determined by the Design Coordinator and LRC to review and provide final approval of the Lot owner's plans

and final construction and allocated by them to perform such services, such time will be charged directly to the Lot owner at the Design Coordinator's and LRC's regular charge-out rates as established by the Design Coordinator and the LRC and in effect from time to time, plus Goods and Services tax and disbursements for out of pocket costs. Any such additional charges will be payable by the Lot owner directly to the Design Coordinator and LRC, at the Lot owner's sole cost and expense. 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.

1.03(3) As of the date of registration of this Restrictive Covenant Agreement, the Design Coordinator's and LRC's regular charge-out rates are as set out below:

- (A) Design Coordinator's
  - Senior Design Coordinator: \$ 140 per hour;
- (B) LRC Managing Consultant: \$ 140 per hour;
- (C) Staff Consultant of
  - Design Coordinator or LRC: \$ 110 per hour;
- (D) Senior Technician: \$ 80 per hour.

**Section 1.04 Recommended Design Consultants and Builders**

1.04(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.

1.04(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.

1.04(3) Each of the Recommended Designers and Recommended Builders has been selected for his/her particular reputation and professionalism. 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 satisfaction with the finished product.

- 1.04(4) The Design Coordinator will provide a current listing of the Recommended Designers and Recommended Builders to each Lot owner upon request.

**Section 1.05 Design Guidelines Construction Compliance Bond**

- 1.05(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 or the Swift Creek Estates HOA, as the case may be, pursuant to the provisions of section 5.2 of this Restrictive Covenant Agreement, at the time of the *Stage 2 Review* drawings submission described in subsection 2.01(2)(B) of this Schedule 'C', and deposited by the recipient thereof 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) 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.

- 1.05(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 1.06 of this Schedule 'C') 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 as shall have been earned thereon while held on deposit.

**Section 1.06 Landscaping Compliance Bond**

- 1.06(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 or the Swift Creek Estates HOA, as the case may be, pursuant to the provisions of section 5.2 of this Restrictive Covenant Agreement, at the time of the *Stage 3 Review* drawings submission described in subsection 2.01(2)(C) of this Schedule 'C', and deposited by the recipient thereof 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) 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.

- 1.06(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 as shall have been earned thereon while held on deposit.

ARTICLE 2.00      BUILDING AND LANDSCAPE PLANS –  
DESIGN REVIEW AND APPROVAL PROCESS

Section 2.01    Design Approval Process.

- 2.01(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.

2.01(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, shape and the calculated area (such calculations to be also submitted) of the "Site Development Area" defined in subsection 3.01(F) of this Schedule;
  - the location, shape and the calculated area (such calculations to be also submitted) of the "Natural Transition Areas" discussed in section 5.02 of this Schedule;
  - the location(s) on the Lot of all buildings and structures;
  - road access, driveways, pedestrian pathways and parking;
  - grading and stormwater management;
  - fencing, decks, patios, Sports Courts, planted areas and tree locations, putting greens, water features, rockery gardens, landscape lighting, any other structures and the like;
  - Treatment of remainder of the Lot not specified above including manicured lawn, ground cover and foundation plantings within the Site Development Area and the native ground cover within the Natural Transition Areas;
  - Materials, colours and specifications of all built structures and surfaces, including but not limited to decks, patios and Sports Court surfacing;
  - Location and description (including both Latin and common plant names of proposed species) of all proposed planting, including a plant list itemizing all proposed quantities, tree callipers, tree height and plant size for shrubs, perennials and grasses;
  - method(s) of irrigation;

- (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 section 3.01 of this Schedule 'C.' 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 1.05 and 1.06 of this Schedule 'C.'

2.01(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.

Section 2.02 Limitation. Neither the Design Coordinator, nor the LRC, nor the Developer, nor the Swift Creek Estates HOA, 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 this Restrictive Covenant Agreement.

Section 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.

Section 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.

#### ARTICLE 3.00      ADDITIONAL LAND USE REGULATIONS

Section 3.01 Additional Prescriptions. 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:

- (A) Maximum Built Area (FSR): Subject as otherwise provided in subsection 3.02(2) of this Schedule 'C' to this Restrictive Covenant Agreement, 0.15 of total Lot area, including garage space and all accessory buildings and the pro-rata portion of basements above grade;
- (B) Maximum FSR of Floor(s) above the Main Floor: 0.05 of total Lot area;
- (C) 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;



- (D) 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;
- (E) 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;
- (F) Maximum Site Development Area: Subject to the "Building Envelope" restriction referred to in section 3.02 below, the portion of the Lot on which buildings may be constructed and landscaping, including new grass, sod or ground cover planting, may be installed (the "Site Development Area", which area shall exclude the "Natural Transition Areas" discussed in section 5.02 of this Schedule) shall not exceed 75% of the total Lot area.

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

**Section 3.02 Building Footprint Envelope Restrictions.**

- 3.02(1) Subject as provided in subsection 3.02(2) below, the reference plan contained in Schedule 'E' attached to and forming part of this Restrictive Covenant Agreement delineates a specific building envelope (a "Building Envelope") on each Lot.
- 3.02(2) Notwithstanding subsection 3.02(1) above, if, as and when Lots 7 and 8 of Block 4 are consolidated under applicable law into one fee simple lot (the "Consolidated Lot"), the Building Envelopes on each Lot including the Consolidated Lot shall be as delineated on the reference plan contained in Schedule 'F' attached to and forming part of this Restrictive Covenant Agreement. Notwithstanding anything to the contrary contained herein, if but only if the aforesaid consolidation is attained the permitted maximum built area (FSR) on the Consolidated Lot shall not exceed 0.10 of the total Consolidated Lot area.
- 3.02(3) 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, is required to be located within the particular Building Envelope for the Lot.
- 3.02(4) 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 Schedule 'C'), are not required to be located within the particular Building Envelope for the Lot.

Section 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.

ARTICLE 4.00      PROHIBITED LAND USES

Section 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, none of the following uses are permitted on a Lot:

- (A) mobile homes, recreational vehicles and trailers (including “fifth wheel” trailers) maintained or occupied as a residence;
- (B) the boarding of animals and the keeping of any livestock or poultry;
- (C) processing of aggregate materials, including without limitation excavation and hauling of sand or gravel out of any Lot in commercial quantities;
- (D) all home based businesses which are automotive, sawmill, millwork, or heavy machinery-related;
- (E) any animal breeding-related business of any size;
- (F) 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;
- (G) processing and packaging of water regardless of its source.

Section 4.02 Home Based Business Occupation. Subject as otherwise provided in subsection 4.01(D) 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.

ARTICLE 5.00      LANDSCAPING AND SITE DESIGN

Section 5.01 Lot Grading and Drainage. Natural drainage patterns and landforms should not be interrupted unless necessitated by house design. Stormwater drainage design should ensure that no drainage is directed onto neighbouring Lots. Wherever reasonably possible and practical, stormwater should be channelled to rock drainage pits, or to cisterns for non-potable water use such as landscape irrigation, located on the subject Lot. Otherwise, all stormwater drainage shall be channelled to connect to the Subdivision's stormwater system.

Section 5.02 Natural Transition Areas. Lot owners are encouraged to preserve the existing native prairie grass of the Property, and wherever possible through careful site planning restore the natural/transition portions of the Lot to the original meadow ecosystem of the Property prior to its agricultural use. So as to help achieve this objective, not less than 25% of the total area, as indicated on the Lot's survey plan, of each Lot (the "Natural Transition Areas") is to either (1) remain in its undisturbed natural state, or (2) be restored to the state it was in prior to construction of infrastructure at the Property by seeding of the Natural Transition Areas with those native grasses and other native vegetation which are identified by the LRC as being indigenous to the

Property or the surrounding area, together with adequate watering during such vegetation's germination and initial growth. The Natural Transition Areas shall serve either as a natural buffer between the more manicured nature of the Site Development Areas on neighbouring Lots or as a transition area between the Site Development Area on the Lot and adjacent undeveloped lands.

- Section 5.03 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 LRC can also provide Lot owners with a restricted plant list identifying certain materials which are not and will not be approved for Lots, either because they are unsuitable for southwestern Alberta's climate or in the LRC's opinion are inappropriate for the natural setting of the Property.
- Section 5.04 Ground Cover; Completion. At a minimum, all yards must be fully planted and maintained with a local climate-tolerant and/or native species of grass and/or shrubs to eliminate soil erosion and run-off onto neighbouring lands. All of a Lot's ground cover (such as grass or sod within the Site Development Area) and native grasses or shrubs within the Lot's Natural Transition Areas 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, during the earlier of the spring or autumn season immediately following such six month period the Lot owner is required to (1) seed (by either brilliant or broadcast seeding) or sod all disturbed portions of the Lot lying within its Site Development Area, and (2) seed and/or plant as need be the Lot's Natural Transition Areas with native grasses and/or other native vegetation.
- Section 5.05 Vegetation Maintenance. Pruning, cutting, weeding, spraying and mowing is permitted within the Site Development Area at any time. Subject as otherwise provided in section 5.06 below, within the Natural Transition Areas the clearing, mowing and spraying of native grasses and other native vegetation is prohibited. However, such pruning and hand weeding as may be necessary to maintain the native trees and shrubs within the Natural Transition Areas is permitted.
- Section 5.06 Fire Risk. So as to mitigate the risk of grass and brush fires, once and if need be twice each year the Natural Transition Areas within each Lot are to be mown and other native vegetation growth pruned back. Such maintenance work shall be conducted at the expense of each respective Lot owner by a landscape company appointed by the Swift Creek Estates HOA.
- Section 5.07 Ornaments. Artificial features such as statuary and pre-cast ornaments are not permitted either in front yards or at driveway entries.

Section 5.08 Tree Growth Restrictions and Removal

- 5.08(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.
- 5.08(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.

Section 5.09 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.

ARTICLE 6.00            VEHICLES, TRAILERS, BOATS AND OTHER RECREATIONAL OBJECTS

Section 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:

- (A) 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;
- (B) boats of any size or description, including but not limited to personal water craft;
- (C) 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;
- (D) buses, trucks or semi-trailers exceeding seven metres (23 feet) in overall length;
- (E) utility trailers, boat trailers and vehicle trailers;
- (F) any unlicensed motor vehicle of any kind;
- (G) partially wrecked or discarded vehicles, fuel tanks, firewood, trash and other unsightly objects.

Section 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.

ARTICLE 7.00      OBJECTS OUTDOORS

- Section 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.
- Section 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.
- Section 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.
- Section 7.04 Dog Run Enclosures. Dog runs shall be enclosed with chain link fencing as provided in section 8.06 of this Schedule 'C'; 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.

ARTICLE 8.00      SPORTS COURTS

- Section 8.01 Definition. As used in this Restrictive Covenant Agreement including this Schedule 'C', 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.
- Section 8.02 Location. No Sports Court shall be located in any front yard or side yard of any Lot. 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.
- Section 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).
- Section 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.

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

- (A) 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;
- (B) 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;
- (C) 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.

Section 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.

Section 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; snow banks 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.

## ARTICLE 9.00      DRIVEWAY ENTRIES; SIGNAGE

Section 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:

- (A) 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;
- (B) 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;
- (C) 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;
- (D) 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.
- (E) Excluding gates as described in subsection 9.01(D) 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.

Section 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.

Section 9.03 Temporary Signage. Temporary signs identifying parties involved in the design and construction of the Principal Building and landscaping of the Lot are acceptable during the construction period only and must be grouped together in one location adjacent to the access to the Lot. The contractor 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.

ARTICLE 10.00      CONSTRUCTION GUIDELINES

Section 10.01 General Considerations

- 10.01(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.
- 10.01(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.
- 10.01(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.

Section 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.

Section 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.

Section 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).

Section 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.



Section 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 through the use of material such as plastic tarpaulin.

Section 10.07 Job Site Conditions and Behaviour

- 10.07(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.
- 10.07(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.
- 10.07(3) No rocks, plant material, topsoil, construction material or similar items shall be removed from any neighbouring Lots, including other construction sites.
- 10.07(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.

## Schedule 'D'

### **DESIGN GUIDELINES: DESIGN-RELATED SPECIFIC PROVISIONS**

#### ARTICLE 1.00 INTRODUCTION

- Section 1.01 Developer's Intentions. The residential development at Swift Creek Estates (referred to elsewhere as the Subdivision) will be created in tune with its environment, an estate community of uncompromising quality that is intended to be in harmony with the colours, landforms and textures of the western Alberta prairie. This powerful, yet peaceful, open landscape and respect for the natural qualities of the land and weather, together with the stewardship of the environment, should provide a framework for and inspire the overall design of the homes.
- Section 1.02 Objective. The objective of the provisions of Schedules 'C' and 'D' to this Restrictive Covenant Agreement is to provide a design framework for the architectural design of each of the residences in the Subdivision and the landscaping of the Lot on which each residence is located. Different architects or designers may author each of them, but the overall development should appear as a community that is cohesive, grounded and contextually harmonious with its surroundings.
- Section 1.03 Scope. The provisions of this Schedule 'D' to this Restrictive Covenant Agreement are intended to be read by all those participating in the design and approval process. They are not always absolute or prescriptive, but are worded so as to encourage design creativity and diversity within a range of styles. Nevertheless, the provisions set out in this Schedule 'D' and in the preceding Schedule 'C' to this Restrictive Covenant Agreement set out the expectations and requirements that will need to be met to gain approval to successfully build a residential building or accessory building on a Lot.
- Section 1.04 Applicability. Whenever any current national, provincial or municipal zoning regulations and / or bylaws that are in effect pertaining to the Subdivision at the time of application for approval conflict with any statement or requirement contained in this document, then the most restrictive of the conflicting provisions will govern.

#### ARTICLE 2.00 GENERAL ARCHITECTURAL FACTORS

##### Section 2.01 Siting

- 2.01(1) Siting – General. Every Lot will have its own particular characteristics with regards to size, site elevations, orientation to sun and seasonal winds, existing vegetation and location within the overall development. Consideration of existing conditions should dictate the design, layout and siting of each home. Sloped sites adjacent to the Swift Creek coulee should inspire and promote the creation of plan

forms that make use of the sloped landforms and views, and fit the proposed dwelling "into" the landform.

- 2.01(2) Adjacent Development. Building forms on each Lot should take into consideration both existing and potential future development on adjacent Lots, with respect to privacy, sunlight, views and relationship to building forms on adjoining Lots.
- 2.01(3) Building Envelopes. Reference is made to the provisions of section 3.02 of Schedule 'C' of this Restrictive Covenant Agreement affecting the positioning of all buildings on a Lot, including the principal dwelling and garage, but excluding any accessory buildings, within certain specific building envelopes which are delineated on the reference plans contained in Schedule 'E' and Schedule 'F' attached to and forming part of this Restrictive Covenant Agreement.

#### Section 2.02 Built Form

- 2.02(1) "Grounding" each house to the landform is of primary importance in order to obtain approval from the Design Coordinator. Thus the individual massing, form and layout of each home should be designed to achieve the maximum visual connection to the land.
- 2.02(2) House forms should be "footprinted" to their own particular site, with the "Rural Estate" style discussed in Section 3.05 of this Schedule 'D' being relatively low slung. This may be aided by the choice of materials and details, but is primarily achieved by sensitive siting, massing, room layout and roof forms.
- 2.02(3) Houses with a living area of less than 3,000 square feet (excluding the basement and garage) are discouraged.
- 2.02(4) Primary massing should be parallel to the fronting street.
- 2.02(5) Consideration should be given to siting and massing the house to provide for the maximum cross ventilation in the summer months from the prevailing winds so as to minimize the need for the use of air conditioning systems.
- 2.02(6) Winter wind protection may be achieved by utilizing strong massing to combat the worst conditions and minimizing openings to the most exposed elevations.

#### Section 2.03 Character

- 2.03(1) The provisions of this Schedule 'D' to this Restrictive Covenant Agreement have been drafted to encourage the creation of individual low "estate-like" building forms that are firmly grounded to the western prairie setting, with each residence set into landscaping that enhances this rural environment. Houses should be low-slung in form with maximum height massing of two and a half storeys to encourage a larger footprint.

- 2.03(2) Picturesque roofscapes and a variety of formal elements such as gables, bay windows, dormers and interesting chimneys will give variety and interest.
- 2.03(3) The building siting should be informal. Groups or clusters of built-form elements can wrap or enclose outdoor spaces such as courtyards, patios and driving courts.
- 2.03(4) Breezeways, verandas, porches, and loggia elements should be used to encourage outdoor living. Outdoor fireplaces, BBQs and fire pits can add to the ambience.
- 2.03(5) The overall impression of the buildings on a Lot should be one of a casual, elegant estate lifestyle. Materials should be of high quality, authentic yet natural and relaxed. The use of natural earth tones or deep rich colours will add to the ambience. Bright colours should be avoided.

Section 2.04 Diversity

- 2.04(1) This Restrictive Covenant Agreement provides for two general categories of architectural heritage styles which will be appropriate and permitted at Swift Creek: "Heritage Country" and "Rural Estate."
- 2.04(2) Diversity, originality of individual identity and custom siting are encouraged, while still maintaining a sense of overall design unity throughout the development. Distinct floor plans and elevations must be used throughout the development, and individuality between adjacent properties will be required. No plan may be duplicated without major changes to exterior elevations.
- 2.04(3) No one home will be allowed to dominate the others by means of its size, massing, over-scaled details, materials or colour.
- 2.04(4) Log homes are not permitted.

ARTICLE 3.00 ARCHITECTURAL THEMES & STYLES

Section 3.01 Primary Style Themes. Two primary style themes are envisaged at Swift Creek, each one with its own particular characteristics but each allowing for much design latitude. These are intended as design guides only. Attractive interpretations within these styles are strongly encouraged.

Section 3.02 Architectural Character Boards. With the intention of achieving this requirement, the Developer has prepared architectural character presentation boards (the "Architectural Character Boards") that illustrate certain recommended styles for these structures. The Architectural Character Boards are to be on display in the Developer's presentation centre at the property, and subsequently will be available for inspection through the offices of the Design Coordinator.

Section 3.03 STYLE 1: Heritage Country. This family of styles draws from the heritage of Europe and the north-eastern United States. These include the "English Vernacular", "French Country" and "Traditional" styles. Designers of homes proposed for Lots in the Subdivision are expected to take into account in their

proposed designs the following brief historical overview of these styles and their origins, as well as their general identifying characteristics:

- (A) Historically, these dwellings were working rural buildings characterized by somewhat informal massing and planning. Often clustered around substantial courtyards and stable yards, they formed a picturesque impression of casual elegance and refined style;
- (B) Both gable and hip roof forms were common, usually at a steeper pitch, as were multiple front gables, roof dormers, distinctive chimneys and prominent entry porches;
- (C) Small tower forms with subtly flared roofs would often be used to add variety, emphasis and interest to the massing. Embellishments included window shutters, roof brackets and more elaborate post and beam supports;
- (D) Wall materials were primarily masonry – stone or brick, sometimes with wood or stucco accents or infill. In the case of the Traditional style, painted wood was often the dominant material;
- (E) Roofing was often shingle or slate;
- (F) Windows tended to be vertically proportioned, multi-paned, and often included attractive glazed bay windows and French doors;
- (G) Colours were natural and subdued and dominated by the natural stone or brick;
- (H) Gardens would tend to be formalized, with both hedging and solid garden walls being used to define specific garden areas within the property.

Section 3.04 Identifying Features of the "Heritage Country" Family of Styles. The following is a list of several identifying architectural features of the "Heritage Country" family of styles, which designers of buildings at Swift Creek are expected to consider and – where appropriate to the particular building's overall design concept – incorporate in the design of the structure:

- (A) Steeper pitched roofs;
- (B) Multiple front gables;
- (C) Windows that often break the roof line;
- (D) Asymmetrical elevations;
- (E) Emphasis on front entry;
- (F) Grouped windows;
- (G) Casement windows;
- (H) Stucco or masonry cladding;
- (I) Substantial barge boards;
- (J) Prominent chimneys;
- (K) Extensive uncoursed stonework.

Section 3.05 STYLE 2: Rural Estate. This family of styles includes the "Ranch" or "Farmhouse" style, "Craftsman" and the "Prairie" style. Designers of homes

proposed for Lots in the Subdivision are expected to take into account in their proposed designs the following brief historical overview of these styles and their origins, as well as their general identifying characteristics:

- (A) The "Prairie" style of residential design was developed by Frank Lloyd Wright, often in somewhat more urban situations, but is particularly appropriate for the western prairie setting of Swift Creek;
- (B) Rural Estate dwellings evolved as working country homes that are characterized a low, grounded built-form, shallow pitched roofs and with wood of various types used as the most common exterior surface;
- (C) Often smaller buildings were grouped together in clusters, with additions accrued over the years giving the house a relaxed, picturesque quality;
- (D) These buildings were characterized by their low sprawling forms, and extensive use of wood for wall coverings;
- (E) Board and batten, horizontal siding and shingles were all common wall surfaces;
- (F) Veranda and porch elements were major elements in the composition, as were gables and roof dormers;
- (G) Breezeways were also a common element, used to connect different portions of the building and provide weather protection;
- (H) Windows were typically wood casement type with substantial wood trim, sometimes grouped together in bands to enhance the ground-oriented built form;
- (I) Colours varied from the lighter shades of stained or painted wood siding through weathered greys to rich earth tones;
- (J) Landscape treatments were usually simple, neat and tidy with large lawn areas, mature trees and with wood fencing as a prominent element.

Section 3.06 Identifying Features of the "Rural Estate" Family of Styles. The following is a list of several identifying architectural features of the "Rural Estate" family of styles, which designers of buildings at Swift Creek are expected to consider and – where appropriate to the particular building's overall design concept – incorporate in the design of the structure:

- (A) Lower pitched roofs;
- (B) Side gables;
- (C) Bracketed eaves;
- (D) Exposed roof beams;
- (E) Rafter tails;
- (F) Extensive wood trim;
- (G) Veranda and porch elements;
- (H) Grouped windows;
- (I) Battered masonry bases.

ARTICLE 4.00      GENERAL PRINCIPLES

Section 4.01    Building Height

4.01(1) In addition to the maximum height prescribed under applicable zoning laws and regulations, each house should be considered carefully with regard to the preservation of view lines for neighbouring houses.

4.01(2) A maximum height and elevation of two and a half storeys is allowed, excluding basements. However, substantially continuous three storey elevations of wall that include the walk out portions of basements will not be allowed. If a third storey (excluding the basement level) is proposed it may be built to a maximum area of 55% of the floor below, and shall be entirely contained within the volume of the sloped roof.

Section 4.02    Roof Form

4.02(1) The roof is the dominant element of any house design, and must be used to "anchor" the house to its site. Simple primary rooflines are required, but gables and dormer windows are also encouraged as major or minor design elements. Long rooflines are encouraged to effectively cap the residential form below, and to work with the natural landforms present in the western prairie setting.

4.02(2) Primary rooflines, like the massing, should be parallel to the fronting street. All roofs must be sloped. No roof shall be steeper than 14 in 12 nor less than 4 in 12.

4.02(3) Flat roofs and mansard roofs are not allowed.

4.02(4) Large overhangs are required for their visual qualities, as well as to act as summer environmental wall and window protection from the hot summer sun. Overhangs must suit the architectural style of the home, provided, however, that in no case shall the overhang at any eave be less than 0.305 metres (12.0 inches).

Section 4.03    Highest Building Face. The *Highest Building Face* of any elevation on any building shall not exceed 6.4 metres (22 feet) in vertical dimension, excluding eaves and the pitched roof portion of either gable ends or dormers. For purposes of this provision, "*Highest Building Face*" shall mean the projected plane of the building elevation which has the greatest vertical distance – whether or not such distance lies in one continuous plane – between:

(A) as the case may be, either

(i) the lower of the average finished or natural grade along the base of that building elevation, or

(ii) the finished elevation at the underside of any soffit which is recessed not less than 0.9 metres behind the finished wall surface above and which is at or in proximity to the finished ceiling of the floor level closest to grade at such elevation;

- and
- (B) the level of the underside of the highest facing eave on that building elevation.

## ARTICLE 5.00      DETAIL DESIGN ELEMENTS

### Section 5.01 House Base

- 5.01(1) All houses are to be visually "grounded" to the landscape. This is achieved by massing, rooflines and appropriate detailing, including but not limited to the masonry base discussed in subsection 5.01(2) below.
- 5.01(2) The exterior walls of all homes shall have a continuous base extending around all sides of either the exterior wall of – or planter bed walls adjacent to – the floor of the principal dwelling closest to grade on the street elevation (the “main floor”), as well as the garage structure. All exterior columns at basement level which support either the dwelling or a deck above shall also have a masonry base. The height of this masonry base shall be from a height which is at no place more than 0.255 metres (10 inches) above finished grade (which may require stepping the base material and using lateral retaining walls to deal with steeper grade changes as need be) to between 0.6 m (2.0 ft) and 1 m (3.3 ft), depending on window sill heights. The minimum height will mean that ground floor windows with sills at an average height will either rest directly on or be "let in" to the base. This masonry base must continue around on side and rear elevations, up to the point where either the finished grade slopes noticeably lower, or retaining walls are used, to allow for basement level walkouts. This base is a deliberate design detail that enhances visual interest and "sets down" the house into its site. The face of the masonry base shall extend a minimum of 75 mm (3 in) proud of the wall above.
- 5.01(3) The masonry base may be sloped (battered) to enhance the feeling of stability and connectivity to the grade.
- 5.01(4) In the event that any particular house is otherwise faced with stone, then the base material shall be applied as provided in this Section 5.01.
- 5.01(5) Appropriately integrated wing walls, retaining walls, stairs, steps and planters may also be considered as a means of providing a transition from house to grade.

### Section 5.02 Primary Entry

- 5.02(1) The primary entry to the dwelling shall be defined and articulated by either a roofed and well-considered porch, recessed alcove, bay, veranda or sloped roof so that it is distinctive and easily seen by day or night when viewed from the fronting roadway. It shall provide appropriate shelter from inclement weather for those using the entrance. This element shall not be over-scaled, nor contain elements that are visually out of place (such as two-storey columns).



- 5.02(2) The primary entry foyer level shall not be located more than 0.9 m (3 ft) above the average finished grade within 3 m (10 ft) of the entry door.

Section 5.03 Patios & Attached Conservatories

- 5.03(1) Front and/or rear patios and loggias may be incorporated to give weather protection to the house, and to act as outdoor social gathering spaces.
- 5.03(2) An integrated conservatory which is attractively designed and detailed as part of the overall composition may also be incorporated to provide an indoor/outdoor room for use in all but the most severe weather.
- 5.03(3) Proprietary kit sunrooms or aluminum and glass "add-on" structures, including prefabricated greenhouses, are not allowed.

Section 5.04 Skylights

- 5.04(1) Skylights may be used where incorporated into roof forms on appropriately facing roof slopes.
- 5.04(2) Skylight framing shall match the windows of the dwelling.
- 5.04(3) Tinted plastic and bubble skylights are not permitted.

Section 5.05 Indoor and Outdoor Areas: Outdoor Rooms

- 5.05(1) Consider incorporating features which transition indoor living space to outside living space. Courtyards, terraces, decks, planted pergolas, landscaped or carefully paved courts and stepped patios at sloping sites are all delightful elements which offer and enhance the experience of outdoor living when incorporated into the whole composition.
- 5.05(2) Trellised patios are especially effective when climbing plants are encouraged to grow over their structure.
- 5.05(3) Protected landscaped or paved courtyards are also encouraged as these provide private transitional outdoor "room" spaces. Careful massing can provide wind protection for at-grade patios and courtyards.

Section 5.06 Garages

- 5.06(1) Garages shall be designed and sited to be clearly ancillary to the principal dwelling. Creatively designed separated or semi-detached garages or coach-houses are preferred to fully attached garages in order to visually relieve the overall composition.
- 5.06(2) Designs whereby garages are positioned so that no garage door faces any access road are strongly encouraged – garage doors facing an access road will be permitted only in exceptional circumstances. The street facing side of the garage

shall be fully articulated, and set apart from the principal building by a minimum of 1 m (3.28 ft).

- 5.06(3) A maximum of two garage doors is allowable in the same alignment. Any additional parallel garage doors shall be set back from the other garage doors by a minimum of 0.9 m (3 ft), or otherwise located in a side or rear alignment.
- 5.06(4) The design and finish of all garages, whether attached to or separated from the principal building, are to be fully compatible in design and finish with the principal building. All garages are to be fully enclosed with either horizontal sliding or vertical rolling garage doors. Reference is made to section 5.12(4) of this Schedule 'D' regarding the design and appearance of garage doors.
- 5.06(5) Garage door openings should not exceed 2.44 m (8.0 ft) in height, nor 3.05 m (10.0 ft) in width. Double car width garage doors are not permitted. However 2.75 m (9.0 ft) high garage doors will be permitted on fully detached garages that are carefully sited and shielded to conceal the garage door from neighbouring residences and any access road. All garage doors are required to have glazing located in the uppermost two feet of their height. With the prior approval of the Design Coordinator in his or her discretion, one garage door opening may exceed 2.75 metres in height ONLY IF the portion thereof which is above 2.44 metres in height is designed as a separate, independently openable component in a gable end or similarly discernable one storey elevation and constitutes a separate but compatible fenestration element that complements the overall design while preserving the human scale of a conventional height garage door opening.

#### Section 5.07 Driveways

- 5.07(1) Each Lot shall have only one driveway. This driveway should be narrow until nearing the garage itself. To promote a natural look, straight runs should be avoided and topography utilized on sloped Lots to provide a context and alignment for the driveway layout.
- 5.07(2) Driveway surfaces shall be in keeping with the design and materials selected for the buildings. Stone, brick, pre-cast concrete pavers, exposed aggregate and coloured concrete with a stamped or saw-cut geometrical pattern (not ornamental) are all acceptable materials. Asphalt driveways with an attractive "stamped" geometrical pattern (not ornamental) and a well-detailed masonry or concrete border would be permitted.
- 5.07(3) Paved driving courts, for visitor parking, can be a handsome feature when incorporated sensitively into the design of the site.

#### Section 5.08 Chimneys

- 5.08(1) Chimneys should be of substantial proportion and should appear strong and stable. They, and their caps, may be innovatively detailed and specified, but shall be designed to be a part of the overall composition. Where chimneys are attached to, or part of an exterior wall, they shall extend all the way to grade.

- 5.08(2) Chimneys for fireplaces or metal vents shall be finished in stone, brick or split faced concrete block. Wood clad chimneys are permitted provided that the design of the chimney enclosure, its detailing, proportions, cladding material and colours are compatible with the architectural form and exterior wall finishes and colours of the building itself. Metal, and unfinished concrete block chimneys are not allowable.
- 5.08(3) Direct vent fireplaces must not be visible to the street, and shall be screened and painted to blend as imperceptibly as possible into the surrounding exterior wall finish.
- 5.08(4) Generally, metal flues are discouraged. However, if metal flues are used, the top caps of any exposed metal flues shall be custom designed to the prior satisfaction of the Design Coordinator; standard circular metal 'hats' are unacceptable. Otherwise, the top cap of a metal flue shall be concealed from view by an appropriately detailed metal or masonry shroud designed to comply with such provincial and municipal building construction legislation as may apply in the circumstances.

Section 5.09 Wall Materials

- 5.09(1) When selecting exterior wall finish materials, the intention should be to create a sense of permanence and compatibility with the land. The use of locally available natural materials is strongly recommended.
- 5.09(2) Sandstone, river stone, rundle rock and limestone are all readily available around Calgary and have been traditionally used on many of the heritage homes in the area. Stonework applications and styles vary, but should be chosen to suit the particular architectural style of the home. Cut stone in courses and split faced stone in more random patterns are also acceptable.
- 5.09(3) Brick, in the earth tones common to Calgary, is acceptable as a wall facing, and well-considered stone and brick combinations can be attractive.
- 5.09(4) Masonry may also be utilized solely as an emphatic or key element (for example, for chimneys or principal entrances). When chosen as the principal wall material, masonry must be used at all elevations of the building.
- 5.09(5) Except with the prior approval of the Design Coordinator in his or her discretion, cultured stone is not permitted. Tile finishes are not permitted. Unfinished concrete block may not be used on exterior walls.
- 5.09(6) Wood siding, wall shingles, board and batten with timber trim, and horizontal siding are all acceptable finishes. Composite low-maintenance products used in these circumstances are also acceptable.
- 5.09(7) Wall finishes used on the street elevation must continue around the side and rear elevations, except for recessed, walk out portions of basement level exterior walls.

- 5.09(8) Vinyl and aluminum siding is not allowed.
- 5.09(9) All exposed fascias are to be of wood or composite material.
- 5.09(10) Stucco is permissible as a principal wall material but will be acceptable only if the architectural design of the home contains a great deal of visual interest in its form and composition, incorporating other materials as emphatic elements and accented with detailed contrasting trim. Large areas of unbroken stucco will not be allowed, and compositional blandness caused by the selection of this material as a wall finish will not be acceptable.
- 5.09(11) Stucco will only be permitted as a smooth, sand finish, or small rock-dash outer surface. Swirled, patterned or other mannered stucco surface finishes are not permitted.

Section 5.10 Roof Materials

- 5.10(1) The use of taper-sawn cedar shakes or cedar shingles is encouraged, as are slate or flat concrete tiles. 30 year heavyweight architectural asphalt shingles are permissible.
- 5.10(2) Roof finishes should complement other finishes selected and should be considered as a major textural, tonal and colour contrasting element.
- 5.10(3) The Design Coordinator, on a case-by-case basis, may approve the use of composite materials, including solid rubber roof tiles, provided they are not used on either adjacent house on the same street, that are designed to emulate natural materials.
- 5.10(4) Vinyl or aluminum clad roofs are not permitted, nor are Mediterranean profiled tiles, clay tiles or their like.
- 5.10(5) Careful detailing of the underside of sloped soffits using elements such as exposed rafter tails, together with contrasting colours and materials, is encouraged. Horizontal soffits are discouraged, and aluminum is not allowed as a soffit finish material.

Section 5.11 Windows

- 5.11(1) When placing windows, careful attention should be paid to should the orientation as it relates to seasonal prevailing winds.
- 5.11(2) Multi-paned windows are encouraged. This can be achieved using either simulated divided light windows or true divided lights.
- 5.11(3) Large windows shall be designed to be compatible with the form and character of smaller, multi-paned windows.
- 5.11(4) All windows shall be wood, or large vinyl profile, with natural, aluminum or vinyl finish. All windows should be fully trimmed out with a minimum finished width

of 90 mm (3.5 in), or brick mould. Such trim can be either of wood, or composite or other synthetic materials that are designed, constructed and finished to readily appear from a distance to be wood or masonry materials. An elastomeric-like, smooth sand acrylic coating finish to such composite synthetic material is acceptable.

- 5.11(5) Window shutters are permitted and appropriate to the "Heritage Country" styles of architecture discussed in Sections 3.03 and 3.04 of this Schedule. Where provided they shall be appropriate to the form and character of the principal building. They must appear to be functional and be proportioned to match the size of the windows.

#### Section 5.12 Doors

- 5.12(1) The exterior finish of all exterior, swinging (hinged) doors shall be such that they readily appear to be of wood construction. The Design Coordinator will carefully control any use of glazed lights incorporated within doors at principal entrances or feature doors.
- 5.12(2) Full height sidelights and full width transom lights at entry doors are encouraged, so as to provide daylight inside entry foyers.
- 5.12(3) Patio doors shall be double "French" doors where possible, but sliding glass doors are acceptable at less prominent locations.
- 5.12(4) Garage doors are a significant item in the composition, and care should be taken to specify doors that are visually attractive. Opportunities exist to incorporate attractive glass lights within the garage door. The exterior finish of all garage doors shall be such that they readily appear to be of wood construction. Non-articulated, flush panel overhead doors are not permitted.

#### Section 5.13 Colours

- 5.13(1) This Restrictive Covenant Agreement promotes the use of carefully defined colour palettes which are diverse enough to accommodate both the "Heritage Country" and "Rural Estate" styles and needs, while still promoting a unified appearance to the overall Swift Creek subdivision.
- 5.13(2) Colour schemes with a variety of colour compatible hues and contrasting shades are strongly encouraged. Repetitive use of visually uninteresting, dull earth tones is discouraged. Contrast must be provided between the body of the house and its trim, and the roof colour. The deeper hues used as the primary colour of the house are encouraged to provide richness and unity.
- 5.13(3) Bright, primary, overly colourful, and washed-out colours are not acceptable. However, accent colour may be used judiciously to enhance entries or architectural details.
- 5.13(4) Exact duplication of house colours will not be permitted.

- 5.13(5) Flashings, vents, gutters and rainwater leaders shall be finished to exactly match the colour of the backing roof or wall surface.

Section 5.14 Decks and Railings

- 5.14(1) Carefully integrated decks and balconies can enhance the design of the home, and provide ideal conditions for casual walk out space from upper floors. The location and design of these elements shall be carefully considered as part of the overall composition.
- 5.14(2) Railings should be predominantly glazed in appearance and handsomely detailed. Cheap continuous aluminum pickets and railings, and continuous all-glass (without railings) balustrades on decks above grade will not be allowed. However, the use of predominantly or entirely glazed windbreaks up to 1.22 m (4.0 ft) in height at on-grade patios is permitted.

Section 5.15 Lighting

- 5.15(1) The rural environment of Swift Creek calls for outdoor lighting that is soft, subtle and glare-free. It is imperative that all lighting should cause low visual impact to both the street and neighbouring properties.
- 5.15(2) Lighting to highlight architectural elements or special vegetation should be used sparingly. Bright lighting and floodlights will not be allowed. Apart from soffit lights, which should be limited to entrances, exterior fixtures should not have a light-source directly visible from the street.
- 5.15(3) Subtle garden and landscaping lighting is encouraged.

Section 5.16 Garbage. Except on garbage collection days, all garbage cans shall be contained within a roofed, ventilated and fully screened enclosure that is designed as part of the overall home design. This shall be as visually unobtrusive as possible and may only be located as a part of the side or rear faces of the principal building/garage element, or as part of a garage or an accessory building. Alternatively, garbage cans shall be stored within a garage or accessory building.

Section 5.17 Meters, Panels and Accessories

- 5.17(1) Panels and meters must be clearly identified on the design drawings, and should be located in an enclosed space.
- 5.17(2) Solar panels of reasonable size and area may be allowed, but their acceptability will be subject to prior review by the Design Coordinator for location, and visual obtrusiveness.
- 5.17(3) Geothermal heating systems shall be allowed depending on the home design and construction methods. Perpendicular directional drilling is permitted, but trenching will be subject to the Design Coordinator's review for each particular case.

- 5.17(4) Satellite dishes shall be limited in size to a maximum of 0.6 m (2 ft) in diameter, and be positioned so that they are not visible from the any street. Television, communications or radio aerials of any kind are not allowed.

ARTICLE 6.00      SITE DESIGN

Section 6.01 Grading and Drainage

- 6.01(1) The Subdivision has been engineered to maintain the form of the western prairie landscape and provide adequate drainage for each Lot without the need for excessive grading or re-shaping. By means of careful design, all homes can be placed on their Lots in such a way that the natural landscape can be maintained as much as possible.
- 6.01(2) Applicable municipal bylaws carefully restrict any extensive re-grading of building lots. Any attempt to artificially elevate the finished grade of a Lot so as to raise the main floor level of a dwelling, and any extensive re-grading to create a flat site on the existing topography, will not be allowed.
- 6.01(3) Terraced decks, patios and courtyards can be designed to provide gracious changes of grade that work with the existing slopes.
- 6.01(4) On sloped Lots innovative planning and slope-adaptive design can be used to create dynamic interior spaces and limit disturbance to the site. All grading must be in accordance with the storm water plan for the Subdivision. Where possible revised grading should divert runoff water to benefit existing vegetation and/or new plantings.

Section 6.02 Retaining Walls and Planters

- 6.02(1) All retaining walls must be designed to complement the character of the home and become part of the overall architectural composition. All such walls shall be clad in masonry to match or complement the character of the principal buildings.
- 6.02(2) Exposed, unclad concrete walls are not permitted.
- 6.02(3) No retaining wall shall be greater than 1.2 m (4 ft) in height at any point above adjoining grade. If possible by applicable building codes, retaining walls should be set to a comfortable seating height at appropriate areas to encourage social interaction.
- 6.02(4) Integral planters can be incorporated as a part of retaining walls, and may be designed to be planted with trees or decorative or trailing plants to soften the composition.

Section 6.03 Plantings

- 6.03(1) The landscape design of each Lot constitutes an important part of the overall attractiveness of the Subdivision. Each owner must landscape his or her Lot to a

certain minimum standard of quality. The following guidelines are not intended to control personal expression or limit design in the development of yards; however, prior to their approval, all landscape design plans and plant lists will be reviewed by the LRC for integrity, plant maturity and stylistic influences.

- 6.03(2) The landscape plan for the Lot should incorporate very generous plantings of trees and shrubs, both coniferous and deciduous, in attractive groupings. Plantings designed in less conventional ways incorporating large rocks, small brick or rock walls, water features and exterior lighting are encouraged. Large expanses of lawn, uninterrupted by plantings, will not be acceptable. Shrub and tree species selected should generally be of native varieties.
- 6.03(3) All landscape plans should have the following minimum plant sizes. At least 50 percent of all shrubs and 50 percent of all trees should be coniferous varieties:
- (A) Shrubs. At least 50 percent should be a minimum size of 5 gallons, and at least a further 25 percent should be a minimum size of 3 gallons.
  - (B) Coniferous Trees. At least 10 percent should be a minimum height of 4 m (13 ft), and at least a further 40 percent should be a minimum height of 3 m (10 ft).
  - (C) Deciduous Trees. At least 10 percent should be a minimum calliper size of 7.5 cm (3 in), and at least a further 30 percent should be a minimum calliper size of 5 cm (2 in).
- 6.03(4) Trees, as well as any trellises, arbours or gazebos, must be carefully located on each Lot so as not to significantly restrict views of the Rocky Mountains from neighbouring homes.
- 6.03(5) Variances to these minimum planting requirements may be permitted by the LRC if landscaping plans incorporating very interesting and attractive design elements are proposed.
- 6.03(6) All shrubs should be tightly spaced resulting in a dense appearance according to their growing characteristics.
- 6.03(7) Artificial features such as statuary and pre-cast ornaments are not permitted.
- 6.03(8) Yards must be well maintained by the Lot owner at all times. Each Lot owner's maintenance responsibility will also include the strip of vegetation lying between his/her front property line and the asphalt edge of the public roadway.

#### Section 6.04 Accessory Buildings

- 6.04(1) Accessory Buildings such as gazebos, carriage houses or garden sheds shall be designed to be an integral component of the whole aggregation of building form and new landscape. They shall be sited to complement the overall garden

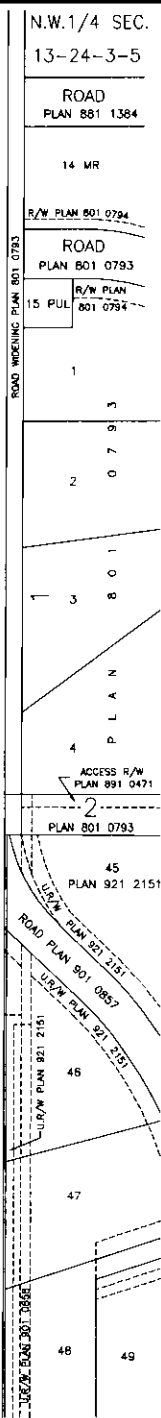
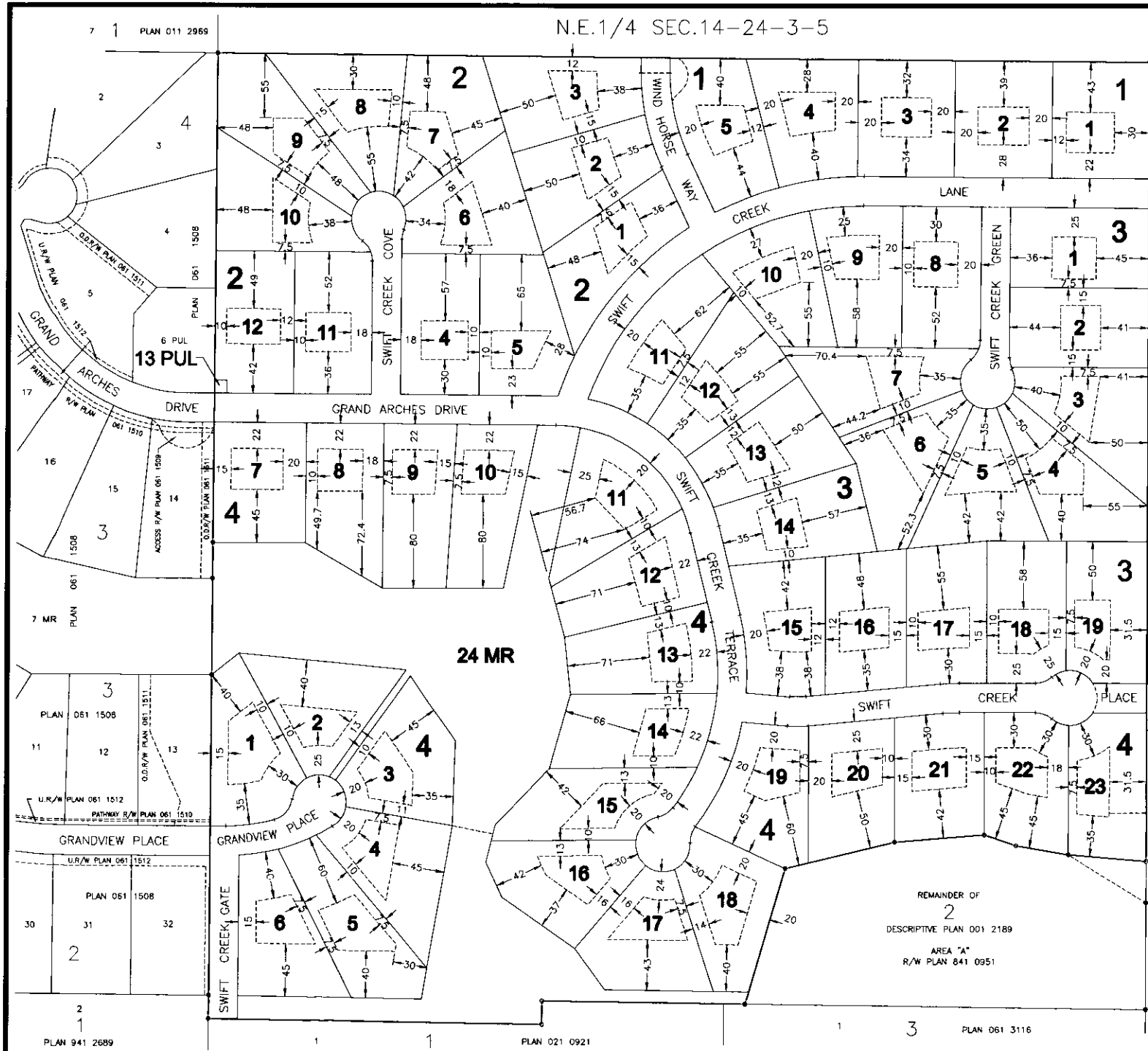


composition, and will be subject to design review by the Design Coordinator prior to their construction.

- 6.04(2) Stock aluminum sheds, garages and cheap greenhouses are not permitted.

Section 6.05 Fencing

- 6.05(1) Fencing at or along property lines may be installed at the option of the Lot owner. With careful use of planting, privacy may be achieved without fencing.
- 6.05(2) Masonry, wood or wrought iron fencing, designed to the satisfaction of the Design Coordinator, is allowable only for the first ten feet of the property line astride of driveway entrances. The incorporation of planting and tasteful, subtle lighting at entranceways is encouraged.
- 6.05(3) Each owner will be required to install beside his/her driveway at property line an entrance monument identifying his/her street address. For consistency across the community, the design of this entryway feature will be specified by the Design Coordinator. This requirement will be waived in the case of an owner constructing a Driveway Entry Structure (as more particularly described and discussed in section 9.01 of Schedule 'C' to this Restrictive Covenant Agreement).
- 6.05(4) Privacy fencing may be created in rear yards only to a distance of 12.0 m (40 ft) from the rear wall of the home. Any privacy fencing shall not exceed 1.5 m (5 ft) in height.
- 6.05(5) All other fencing shall be post-and-rail type. This shall be installed to lumber sizes, materials, height, rail and post, spacing, colour (black only) and finish strictly in accordance with the standard detail provided by the Design Coordinator. The maximum height of such fencing is 1.1 m (3.5 ft).
- 6.05(6) Chain link fencing is not allowable for any purpose other than enclosed dog-runs and Sports Courts. Any dog runs shall be fully screened from view from adjacent properties using shrubbery and other planting. The posts, rails, fasteners and mesh of all chain link fencing shall be black.
- 6.05(7) Sports Courts, as more particularly discussed in article 8.00 of Schedule 'C' to this Restrictive Covenant Agreement, are allowed, subject to careful review of siting, colour and materiality of enclosure. Visual incompatibility and noise intrusion to adjacent properties will be taken into account during the Design Coordinator's review process.
- 6.05(8) Pools, spas and hot tubs and their enclosures must be carefully integrated into the overall design. They shall be screened by plantings where required by the Design Coordinator, and must possess safety railings and gates that meet the governing building code.

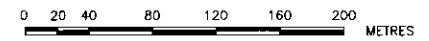


# SCHEDULE 'E'

## M.D. OF ROCKY VIEW No.44

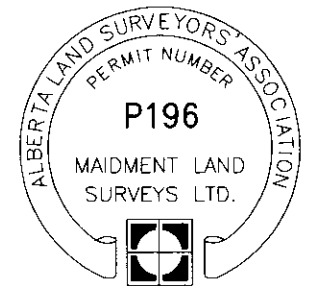
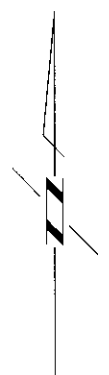
### SWIFT CREEK - PHASE 1

SKETCH SHOWING  
 BUILDING ENVELOPES  
 AFFECTING RESIDENTIAL LOTS WITHIN  
 BLOCKS 1, 2, 3 & 4, PLAN 071 \_\_\_\_\_  
 WITHIN  
 S.E.1/4 SEC.14, TWP.24, RGE.3, W.5M.



SCALE: 1:4500  
 B.M. WILSON, A. L. S. 2007

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