



EXSHAW MOUNTAIN GATEWAY INC

ARCHITECTURAL & LANDSCAPING GUIDELINES – November 2023

EXSHAW, ALBERTA

Exshaw Mountain Gateway Inc.

Architectural Controls

1. Introduction

Exshaw Mountain Gateway is a residential community whose goal is to ensure a quality living environment that builds on the spectacular natural environment, recreation and amenities of the Bow Valley. The Architectural & Landscaping Guidelines are intended to create an aesthetically pleasing neighbourhood that complements Exshaw's existing eclectic range of housing styles. The Guidelines outline the potential opportunities and constraints associated with this creation of a compatible community with integrity, mountain views and connection to the Canadian Rockies.

The Architectural and Landscaping Guidelines will be administered by Exshaw Mountain Gateway Inc., the "Developer", its successors or assignees, or by parties the Developer may designate. The lands being developed are defined as the Development.

The designated land uses in the development are zoned R1-S, RM-1 and RM-2 by the MD of Bighorn Land Use Bylaw No. 09-Z/18. R1-S is defined as Hamlet Serviced Residential District single family homes with the potential for a studio or secondary suite that could be used for long term tenants or Visitor Accommodation if approved. RM-1 is Hamlet Multi-Residential District 1 whose permitted uses include Duplex homes. RM-2 is Hamlet Multi-Residential District 2 whose permitted uses include low to medium density multi-dwelling developments such as apartments or row townhomes.

These Architectural and Landscaping Guidelines are prepared by Exshaw Mountain Gateway Inc. and are subject to change at their sole discretion. These guidelines may also be defined as the Agreement.

2. General Regulations

The Developer and/or Architectural Coordinator will complete a review of all housing plans to ensure compliance with these Developer Guidelines. All construction must comply with the current MD of Bighorn Land Use Bylaws and Alberta Building Code. Conformity with the Guidelines does not supersede the required MD of Bighorn approvals process.

3. Lot Grading

3.1 Lot grading and drainage must follow the natural slope of the land and be consistent with the subdivision grading plan. A Site Plan has been developed for each lot and is provided with the purchase documents. It is recommended that you engage a surveyor to design detailed grading information for your building site. Builders must pay close attention to drainage

patterns created in the homesite in order to ensure surface water is channeled away from the house on all sides and into adjacent drainage swales and storm water systems. To maintain the integrity of the subdivision drainage plan the swales must not be disturbed. Site drainage must be established prior to commencing construction and maintained by the builder throughout the construction period. Drainage swales must maintain a minimum 2% slope and must be indicated on the plot plan.

3.2 Retaining walls should be kept to a minimum. Where retaining walls are necessary prior approval will be required from the Developer and must meet MD of Bighorn standards of construction. Retaining walls must be constructed using natural materials and earth tone colours.

3.3 Driveway slopes shall not exceed 10% or less than 2%. The Ridge Lot driveways may require unique design and grading which can be reviewed by the Developer on a case-by-case basis. The water & sewer service valves are located at the front property lines as shown on the Site Plan. All home owners are required to ensure that these valves are operational, protected and accessible at all times

4. Site Planning and House Appearance

The objective is to outline the potential opportunities and constraints associated with the creation of appropriate building forms. Buildings should maintain the alpine architectural character employing local materials such as timber and stone while promoting an environmental awareness and sustainable.

4.1 Sustainability Goals: Exshaw Mountain Gateway aligns with the Alberta Building Code goal of building Net Zero Ready homes by 2030. The subdivision has great photovoltaic exposure for solar energy creation. Built Green practices are encouraged.

4.2 House Size: The following home unit areas of above ground development are the minimum acceptable standard. This may be relaxed at the discretion of the developer.

Single Story/Bi Level	1,000 sq. ft. per floor
Split Level	1,200 sq. ft. above grade
Two Storey	1,400 sq. ft. combined

4.3 Driveways and Sidewalks: All front and side yard driveways shall be constructed of exposed aggregate, pavement, stamped concrete or interlocking paving stones. Sidewalks shall be cast in place concrete or paving stones. Pervious surfaces may be approved by the Developer upon review.

4.4 Setbacks and Side yards: Building setbacks are established by the MD of Bighorn Land Use Bylaws. All homes are required to follow the bylaws of each Land Use District. The Site Plans will identify the minimum setbacks for each lot. Relaxation of setbacks will only be allowed by the MD of Bighorn approval and the Developer.

4.5 Garages: All homes will require a minimum single car garage. All driveways and garages must be built on the approved side of the lot as per the Site Plan. Alternate driveways and detached garages may be allowed with prior approval by the Developer.

4.6 Repetition: House designs with near identical elevations and colours beside each other will only be approved at the discretion of the Developer. The goal is to create a unique and eclectic community of homes.

4.7 Corner Lots: Lots that side onto a street, pathway or open spaces should take into account the unique nature of elevation, design and elements. All elevations of the home should compliment each side regarding the level of detail and appearance.

4.8 Fences: The Developer may designate one standard fence design and colour. No front yard fences will be allowed. Screen fences will not be permitted in favour of wildlife friendly fences that allow movement. Fence heights are limited to 1.2 meters (4 ft). During the construction period the lot should be fenced on all the sides and not encroach on neighbours or Municipal Reserve lands. No fences are allowed on either side of a Developer-constructed fence. Fence design must be reviewed and approved by the Developer. Fences adjoining Municipal Reserves need to comply with the MD of Bighorn Land Use Bylaws.

4.9 Landscaping: Each home site will require a landscape plan as part of their application. The builder must landscape the front yard up to the face of the home prior to final inspection. The development is seeking WildSmart and FireSmart designations thus those guidelines provide the best practices. Fire pits may only be located in the rear yards and meet the MD of Bighorn Bylaw/Policy and FireSmart standards. Landscaping must be maintained to the satisfaction of the Developer. Xeriscape techniques and native species are recommended. A prohibited plant list is included with the FireSmart and WildSmart packages.

4.10 Tree Removal: Builders and Owners are only allowed to cut trees after a Building Permit has been issued. The Developer must approve the cutting of all trees that are outside the perimeter of the building envelope. No trees may be cut beyond the lot boundaries. Failure to follow this guideline will be treated as Default of the agreement.

4.11 WildSmart: A Checklist will be provided for all owners to follow. Landscaping shrubs and trees must all conform to the permitted list and meet the MD of Bighorn standards.

4.12 FireSmart: A Checklist will be provided for all owners to follow. Exshaw Mountain Gateway has partnered with FireSmart Alberta to pioneer a New Community Recognition Program.

4.13 Roof Pitch and Overhang: The roof pitch must be consistent with the chosen architectural style. Roof lines with varied heights, dormers and gables are encouraged. All roof overhangs should be a minimum of 16" and compliment the home design. The builder is responsible to meet MD of Bighorn requirements for roof height and obtain their necessary approvals.

4.14 Exterior Decks and Front Porches: Decks and porches should follow the FireSmart standards provided. No combustible materials can be stored under decks. All decks must be included in the submitted plans and meet Alberta building codes.

4.15 Chimneys: Flues and vents are to be enclosed in the chimney enclosure. The enclosure is to be finished with non-combustible materials to match the home. Any flues extending more than 60 cm above the roof shall be enclosed with complimentary materials.

4.16 Fireplaces: Gas fireplaces and high efficiency wood burning fireplaces are encouraged. All wood burning stoves must have approved spark arresters.

4.17 Accessory Buildings: Accessory buildings shall be finished to match the principal home and must conform to the MD of Bighorn bylaws. The style/size/design are to be included on the Landscape Site Plan for Developer approval.

4.18 Exterior Lighting: Front, rear and side lighting must focus downward and not direct light to the surrounding neighbourhood.

4.19 Shallow Utilities: The Builder must identify the service connections to the home on the Site Plan. Shallow utilities such as power, telephone and cable have all been provided to the lots as identified on the Site Plan.

4.20 Address Markers: For Emergency Service providers a clear and visible address marker must be installed on the front of each home.

4.21 Heat Pumps and Air Conditioning Units: We encourage all homes to be built towards Net Zero Alberta Building Code guidelines. The locations of these units should be sensitive to your neighbours and be included on the Landscape Site Plan for Developer approval.

4.22 Roof Height: The Builder is responsible to meet the MD of Bighorn requirements for height and obtain the necessary approvals. The local Land Use Bylaws can be referenced.

4.23 Water Meters: No wells or septic fields will be permitted in this development. All homes are required to have a water meter installed prior to turning on the water and conform to MD of Bighorn Bylaws.

5. Materials and Finishes

5.1 Exterior Finish: FireSmart approved siding is recommended such as stucco and Hardie board. Finish materials shall be non-combustible. Vinyl siding will not be permitted. The Developer encourages the use of unique materials between the top and main floor sections. Exterior siding must terminate a minimum of 15 cm above grade.

5.2 Colours: Earth tone and natural colours are recommended to avoid high contrast and extreme shades. Colour schemes will be considered on an individual basis.

5.3 Masonry: Natural and manufactured stone are encouraged. Masonry colours must compliment the exterior finish. All masonry should return a minimum of 30 cm around corners.

5.4 Fascia, Soffits & Eaves Troughs: FireSmart approved materials that are non-combustible shall be used. Soffit venting can be used if perforations are less than 3 mm. Designers are asked to put a great deal of effort into the trim detailing on the front elevation. Gutters and downspouts shall be made of non-combustible materials.

5.5 Roof: Roof shingles and underlayment shall have a Class A fire rating. Wood shakes are not permitted.

5.6 Corner Lots: The street side of the home will require detailing similar to the front elevation.

5.7 Front Entrance and Garage Doors: Front entry doors shall compliment the architectural style of the home. Garage doors shall be painted with a colour compatible with the house.

5.8 Windows: Windows should be positioned in good proportion and relationship to one another on an elevation. Elaborate window designs are encouraged to take advantage of the alpine mountain views.

5.9 Exposed Foundations: Exposed foundation and covering must be non-combustible and parging is recommended.

5.10 FireSmart: A construction checklist for materials will be provided. Builders can reference the NRC Guide for Wildland Urban Interface.

6. General

6.1 Construction Traffic: Builders and Owners are to ensure all construction traffic related to their home minimizes impacts on adjacent neighbours. Please refer to the MD of Bighorn noise Bylaws and hours of construction permitted.

6.2 Construction Washrooms: It is recommended that all sites have their own porta potty.

6.3 Debris and Trash Removal: The building sites shall stay clean during the construction period and avoid debris being blown off the site. Haul away construction bins are recommended. The site must be kept clean and properly policed to avoid any conflicts and attractants with wildlife.

The Developer wishes to be a leader in sustainable development and recycle waste when possible. Please reference the Bow Valley Waste Commission.

6.4 Excavation Material: Excess excavation material is to be removed from the site and not stock piled on adjacent sites or Municipal land areas.

6.5 Erosion Control: Erosion and sediment control is the responsibility of each Builder as per site activities. Debris and soils from the site must be cleaned from the streets and sidewalk areas.

7. Building Commitment

7.1 The Developer of Exshaw Mountain Gateway has a three year building commitment. The lot Owner is required to have all the necessary approvals and complete construction to the occupancy permit stage of the home within three years of the initial Closing Date. Regardless of change of ownership, the initial Closing Date with the first Owner applies to this commitment. The lock up stage is defined as the home having all windows, doors, roof, shingles and siding finish installed. The finished exterior of the home must be completed within two years of the initial closing date. The finished exterior is defined as the lock up stage and landscape grading being completed.

7.2 The construction of the home must be completed within 18 months from the date on which construction begins. Within 18 months the entire home finish exterior, landscaping, sidewalks and driveway must be completed. The MD of Bighorn has a one year construction period for occupancy of the home, please review their current Bylaws and Land Use Bylaws.

7.3 Default: In the event the Builder and/or Owner is in default of any of these terms & conditions with respect to the commencement and construction completion of the home, the Developer shall have the right and option to repurchase the lot free and clear of all encumbrances except those registered against title by the Developer. Payment to the Owner will be the original lot price or deposit paid on the lot, the lowest payment paid. The Developer will not be obligated to refund any GST which may have been paid to CRA by the Purchaser.

These commitments are intended to ensure a reasonable time frame for construction. The goal is to develop a complete, clean and quiet neighbourhood within a respectful time frame.

8. Approval and Construction Process

8.1 Purchase Lot: Owner and/or Builder selects and purchases a lot from the Developer. Some lots may have been reserved in advance during the pre-sale process, thus the final balance is paid. Pre-sales require a 20% deposit held in trust at the time of signing the Pre-Sale Agreement or Sale Agreement.

8.2 Preliminary Review and Approval: Owner/Builder reviews concept plans for the home design with the Developer. The preliminary review will save time and money by not going to final designs that may not be approved. The Developer will then issue a Pre-Approval Letter.

8.3 Final Approval: Owner/Builder are required to submit the following items to the Developer for the Final Approval. Please allow 7 days for the Final Approval.

Required Information for Final Approval:

1. Grade Plan (Plot Plan) completed by a Certified Surveyor drawn at 1:200 metric scale. The Plan must include the following details:
 - a. All corner lot grades and total lot size
 - b. Building Envelope with front, rear and side yard setbacks
 - c. Landscape grades at all corners and sides of the home
 - d. Drainage patterns and directions indicated
 - e. Top off footing height and proposed floor elevations
 - f. Driveway location and grade of slope (%)
 - g. All easements and right of ways identified
 - h. Location of any fire hydrants, electrical transformers, street lights and pedestals as they relate to the home and driveway locations.
 - i. Maximum allowable roof height and actual roof height.
2. Two complete sets of House Plans drawn at 1:50 metric scale. All house plans are to be professionally drawn and incomplete plans will not be accepted. The plans must include all floor plans, cross section and all exterior elevations. Exterior finish materials must be drawn on and clearly identified for all four elevations. The Developer will retain one copy for their records.
3. Two Grade Plans completed by a Certified Surveyor, including retaining walls if required, slope of driveway (minimum 2%, maximum 10%) and showing lot grades, drainage swales, in accordance with the Developers Site Plan.
4. Sample boards or drawings identifying all exterior colours at a 1:100 metric scale. The quality of colour rendering must clearly match the colour swatches, as the developer will not hold the samples long term.
5. Landscape Plan showing maintained and natural areas. Tree removal locations must be noted.
6. Servicing Plan showing electrical/telephone/cable/water/sewer/AC Unit/HRV Unit/Heat Pumps servicing locations.
7. Architectural Performance Security Deposit of \$ 10,000 is required and must be paid by the Owner/Builder prior to the Developer giving Final Approval. The Deposit is made payable to Exshaw Mountain Gateway Inc. The deposit will be held until final inspection of the home, landscaping and driveway are completed. The Deposit shall stand as security for any damage to roadways, sidewalks, services, valves, utilities and lands adjacent to the property. The Developer may retain the deposit, or portion thereof, and

use the funds to pay for repairs and rectify non-compliance. If the costs exceed \$ 10,000, then the Developer may charge the Owner/Builder for the balance due identified as Default 8.4 below. Upon Final Approval being granted the Deposit will be repaid without interest within 10 days subject to the Owner/Builder performing all obligations under the Lot Purchase Agreement and Architectural & Landscaping Guidelines. Payment of the Security Deposit shall in no way be deemed to limit the liability of the Owner/Builder.

8. Summary of FireSmart and WildSmart practices in the design and compliance.

8.4 Default: In the event the Owner/Builder is in default of any of the terms and conditions in the Architectural & Landscaping Guidelines, the Developer may perform or cause to be performed each and every obligation of the Owner/Builder in relation thereto. Any and all expenses resulting from the Owner/Builder breach shall be due and owing to the Developer forthwith and shall bear interest at 15% per annum until paid. The Owner/Builder hereby charges its interest in the Property as security performance of all their obligations under these Architectural & Landscaping Guidelines. The Developer may also retain the Security Deposit, or portion thereof, and use the money as deemed necessary to rectify the non-compliance.

8.5 MD of Bighorn Approvals: The Owner/Builder will be required to obtain all the necessary approvals from the MD of Bighorn for the construction and occupancy of their home. All homes will require a Development Permit and a Building Permit.

8.6 Final Inspection: Final Inspection will be completed when the Owner/Builder notifies the Developer that they are finished construction of the home as per the approved Plans, finishing materials, colours, grades, landscaping and hard surfacing of the driveway. The Owner/Builder must provide written confirmation from an Alberta Land Surveyor that the home has been built in the approved location and to the approved design grades. A Real Property Report is required for the Final Inspection. The Security Deposit will only be returned after the house and landscaping is completely finished.

8.7 Final Approval: The Developer will sign off the Final Approval after the Final Inspection is passed. Upon Final Approval being granted the Deposit will be repaid without interest within 10 business days subject to the Owner/Builder performing all obligations under the Lot Sales Agreement and Architectural & Landscaping Guidelines. The MD of Bighorn Occupancy Permit is required to complete this Agreement and achieve the Final Acceptance Certificate.

8.8 Developer Liability: If any covenant, term or provision of the Architectural & Landscaping Guidelines, or application thereto to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of these Architectural & Landscaping Guidelines, other than such term, shall be valid and in force to the extent permitted by law. The requirements in this document in no way limit the legal liability of the Owner/Builder in respect of any act, statute, code or MD of Bighorn Bylaw. No omission by the Developer to enforce the strict performance of its rights under these Architectural & Landscaping Guidelines shall operate as a waiver of any

of these rights. No waiver shall be effectual unless in writing, and any such waiver shall not extend to any subsequent breach. The Developer shall not be held liable for any failure to enforce its right against the Owner/Builder of any of the lots in the Exshaw Mountain Gateway subdivision development and other EMGI lands. No person shall infringe upon, excavate on, destroy, paint, fill in, cut, remove or tamper with any lot or EMGI lands they do not own. If done so the Developer has the full right to take legal action for relief of any violation. The Developer, their employees, agents, consultants and contractors shall not be liable for damages in any form to anyone submitting plans to them for approval or to any Owner/Builder by reason of mistake in judgement, negligence, or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any plans or specifications.

8.9 Warranty: The Developer is not, nor will it be enrolled under any New Home Warranty programs.

8.10: Enurement: This Agreement shall ensure to the benefit of and be binding upon their heirs, executors, administrators and permitted assigns of the parties hereto.

8.11 Entire Agreement: This Agreement is the entire agreement between the Developer and Owner/Builder (parties) and they acknowledge and conclusively agree that there are no representations, conditions, warranties, promises, guarantees, obligations, undertakings, expressed or implied, collateral or otherwise, upon which either has relied in entering into this Agreement unless expressly set forth herein, all else being hereby negated and nullified. Without limitation to the foregoing there is no representation, warranty, zoning, municipal permit, collateral agreement, license or condition affecting the Lot or the Development and Developer other than as expressed herein in writing. It is expressly agreed that all rights and obligations under this Agreement shall continue after conveyance and shall not merge in the transfer of the Lot.

8.12 Representation: No further representation, condition, warranty, promise, guarantee, undertaking or obligation, shall bind the Developer unless expressed in writing and signed by the Developer. The Developer shall not be liable for any failure to enforce its rights against the Builder/Owner of any of the lots in the Development subdivision.

Exshaw Mountain Gateway Inc. Design/Construction Approval Process

Lot Purchase – Sale Agreement - \$ 10,000 security deposit/performance deposit in trust
Pre-Design Meeting – Preliminary Consultation – Pre-Approval Letter granted
Detailed Design Submitted – Architectural and Landscaping Approval Form
Design Review and Endorsement Approval – Building Permit submitted to the MD of Bighorn
Construction Stage – Site Inspections and Control Reviews
Final Inspection – Construction and Site Review
Final Approval Application – Final Acceptance Certificate is issued
Security Deposit is returned within 14 days of Final Acceptance Certificate

9. Force Majeure

9.1 "Force Majeure Event" includes an act of God including, but not limited to, fire, flood, earthquake, windstorm or other natural disasters; act of any sovereign including, but not limited to, invasion, war, act of foreign enemies, revolution, hostilities, destruction or damage to land and property by or under the order of any government or public or local authority. But, not limited to, strike, lockout or boycott; interruption or failure of utility service, including, but not limited to, electric power, gas, water, internet or telephone service; failure of transportation of any personnel, equipment, machinery supply or material required by the Developer and Owner/Builder.

9.2 The Developer will not be liable for any delay in performing or failure to perform any of its obligations under this agreement caused by a Force Majeure Event.

9.3 Should the Developer claim a Force Majeure Event, it will notify the Owner/Builder in writing the reasons for the delay or stoppage and the likely durations taking all reasonable steps to overcome the delay or stoppage.

9.4 Should the Developer claim a Force Majeure Event, its performance under this Agreement shall be suspended for the period of time the Force Majeure Event continues and shall have an extension of time for the performance, which is reasonable, and in any event, an extension of time equal to the period of the delay or stoppage.

9.5 If the delay or stoppage continues for more than three hundred and sixty-five (365) continuous days, the Developer may terminate this Agreement with immediate effect on giving written notice to the Owner/Builder and shall not be liable to the Owner/Builder for such termination.

Appendix A = Architectural and Landscaping Approval Form

Appendix B = Application for Final Architectural and Landscaping Approval

Appendix C = Request for Final Security Deposit Release

Appendix A

Architectural and Landscaping Approval Form

Name: _____

Lot: _____ Block: _____

Civic Address: _____

1. Grade Plan (Plot Plan) completed by a Certified Surveyor
2. Two complete sets of House Plans drawn at 1:50 metric scale.
3. Two Grade Plans completed by a Certified Surveyor
4. Sample boards or drawings identifying all exterior colours at a 1:100 metric scale.
5. Landscape Plan showing maintained and natural areas.
6. Servicing Plan showing electrical/telephone/cable/water/sewer/AC Unit/HRV Unit/Heat Pumps servicing locations.
7. Architectural Performance Security Deposit of \$ 10,000 is required and must be paid by the Owner/Builder prior to the Developer giving Final Approval
8. Summary of FireSmart and WildSmart practices in the design and compliance

Note: Construction may not commence until after the site inspection with the Developer

The following details must be completed:

Housing Type: _____ House Size: _____

Setbacks: Please review the MD of Bighorn Exshaw Land Use Zoning R1-S

Front: _____

Rear: _____

Left Side: _____

Right Side: _____

Appendix A

Home Design:

Roof Pitch: _____ Roof Overhang: _____

Maximum Roof Height: _____

Location of Utilities: _____

Exterior Finishes

Material

Colour

Air Conditioning Unit _____

Corner Trim _____

Deck & Railings _____

Driveway _____

Eavestrough _____

Entry Door _____

Exterior Walls – Upper _____

Exterior Walls - Lower _____

Fascia & Trim _____

Garage Door _____

Heat Pump Unit _____

Soffit _____

Stone or Foundation _____

Shingle Roof Material _____

Windows _____

For Office Use Only:

Preliminary Review Date: _____

Notes: _____

Final Review Date: _____

Notes: _____

Appendix B

Application for Final Architectural and Landscaping Approval

Name: _____

Lot: _____ Block: _____

Civic Address: _____

Mailing Address: _____

Phone: _____ Email: _____

The owner acknowledges and agrees that design review and the Developer assumes no responsibility for the accuracy of the information provided, or for any losses or damages resulting from the use thereof. This plan approval does not guarantee approval for the development permit/building permit by the MD of Bighorn, nor does the MD of Bighorn approval for development permit/building permit guarantee approval from the Developer.

Owner/Builder Signature: _____

Owner/Builder Name: _____

Date: _____

The Owner/Builder must adhere to all Alberta building codes and MD of Bighorn Land Use Bylaws.

Appendix C

Request for Final Security Deposit Release

Name: _____

Lot: _____ Block: _____

Civic Address: _____

Mailing Address: _____

Phone: _____ Email: _____

Architectural Performance Security Deposit of \$ 10,000 is required and must be paid by the Owner/Builder prior to the Developer giving Final Approval. The Deposit is made payable to Exshaw Mountain Gateway Inc. The deposit will be held until final inspection of the home, landscaping and driveway are completed.

The Deposit shall stand as security for any damage to roadways, sidewalks, services, valves, utilities and lands adjacent to the property. The Developer may retain the deposit, or portion thereof, and use the funds to pay for repairs and rectify non-compliance. If the costs exceed \$ 10,000, then the Developer may charge the Owner/Builder for the balance due.

Upon Final Approval being granted the Deposit will be repaid without interest within 10 days subject to the Owner/Builder performing all obligations under the Lot Purchase Agreement and Architectural & Landscaping Guidelines. Payment of the Security Deposit shall in no way be deemed to limit the liability of the Owner/Builder.

Owner/Builder Signature: _____

Owner/Builder Name: _____

Date: _____