

CHAPTER 1

INTRODUCTION



Preface

The Tsuut'ina Nation and the Province of Alberta signed an agreement in November 2013 which allowed for the southwest extension of the Calgary Ring Road through Tsuut'ina land. This pivotal agreement opened the door for a partnership between the Tsuut'ina Nation and The Candere Group to build one of the largest First Nations developments in North America. Master planned to embrace culture, sustainability, and forward-thinking solutions, Taza includes new cultural, social, and business centres on the eastern edge of Tsuut'ina Nation. High-value retail, office, residential and rental, hospitality, entertainment venues, along with innovation and wellness centres are just some of the new development opportunities afforded by Taza at Tsuut'ina Nation.

The word Taza is derived from the Tsuut'ina story of the Starboy, where it is defined as an "amazed expression – that something wondrous is coming." Like its namesake, the Taza development is envisioned as something amazing for all people. Taza– totaling over 1,200 acres and stretching ten kilometers along Tsuut'ina Trail, situated directly adjacent to the city of Calgary's southwestern border, the Municipal District of the Foothills, and Rocky View County – will be a dynamic place that welcomes and connects tenants, customer, and visitors to the Tsuut'ina Nation, to the land and to each other.

The vision for Taza is grounded in authenticity. It begins with a design that conveys the importance of the land it engages, the culture that it reflects, and the people that it exemplifies. This includes the philosophical concepts of connectivity and interdependence, and the Tsuut'ina value of connection to the land. The ideal interconnectivity between the built and natural environment is informed by the Tsuut'ina's respect for the land. The overall success of each development is measured by its incorporation of the Taza values.

Development partners and tenants should engage the Taza Development Corp. (TDC) Design team committee early to ensure an integrative process. This will result in a more holistic design process and will set performance targets for the development. This includes strategizing goals on a macro to micro level, beginning with the initial concept stage, through the urban planning, the expression of the buildings, the landscape, the building materials, signage and details.



TAZA VILLAGES

Set against the backdrop of vast natural landscapes, and a rich, colourful history, Taza is master planned to be a bustling business, lifestyle, shopping, and entertainment destination to experience, connect with, and reside in. The Taza site comprises more than 1,200 acres of area and is divided into the following three Villages.



TAZA PARK

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Taza Park spans 388 acres and has been meticulously designed as a versatile mixed-use community, conveniently located between Glenmore Trail Southwest and the Stoney Trail/Tsuut'ina Trail Ring Road, just a seven-minute drive from downtown Calgary. The community incorporates retail, office, and residential spaces, as well as an array of recreational and entertainment offerings. Enhancing the community is the Retail Main Street—an inviting, pedestrian-friendly hub for shopping, dining, and socializing—along with a network of cycling paths and over 20 acres of green spaces that seamlessly connect to the nearby 585-acre Weaselhead Flats Natural Environment Park and the Glenmore Reservoir. With picturesque views of the Rocky Mountains and feature elements such as the Central Wetlands, the Greenway Slope, Stormwater Park, Pedestrian Parkway and Central Ponds Promenade, Taza Park offers both enhanced aesthetic and function for its residents and visitors alike.



THE CROSSING

THE CROSSING

The Crossing serves as a pivotal point for the intersection of health, wellness, and innovation. This expansive 360-acre village acts as a focal point for entrepreneurial and high-tech industries, providing a plethora of new job opportunities and educational advancements for both Tsuut'ina and the Calgary region. The development places a strong emphasis on promoting health and wellness, as it embraces both western methodologies and traditional healing and culture. This convergence of tradition and innovation uniquely positions The Crossing as a powerhouse for driving progress and prosperity in the surrounding area. By fostering an environment where traditional practices and modern advancements coexist harmoniously, The Crossing is not just a development, but a movement towards a brighter and healthier future for all involved.



BUFFALO RUN

BUFFALO RUN

Buffalo Run is a 390-acre space that provides a one-of-a-kind blend of retail, office, and tourism offerings. Positioned at the intersection of the Stoney Trail/Tsuut'ina Trail Ring Road and Calgary's Southwest communities of Cedarbrae and Woodbine, this expansive community serves as a major hub for high-quality shopping, dining, and recreation. The Shops at Buffalo Run offer over 50,000 square feet of retail space and is infused with the rich history, culture, and storytelling of the Tsuut'ina Nation. The community's commitment to preserving and showcasing the history and culture of the Tsuut'ina Nation adds a layer of depth and authenticity to the village, making it more than just a commercial space—It's not just a place to shop or dine; it's an experience that immerses visitors in the vibrant culture of the Tsuut'ina Nation.



Purpose of this Document

Taza Park is envisioned to be a dynamic destination that welcomes and connects residents, tenants, customers, and visitors to the Tsuut'ina Nation, the land, and each other. The village of Taza Park is intended to be distinct to the region, grounded in the Tsuut'ina peoples' culture, aspirations, traditions, and values, and provide tangible legacies and economic opportunities for future generations.

The Architectural Guidelines were developed to compliment and be used in conjunction with both the Tsuut'ina Developments Designated Lands Zoning Law and the Village Development Plan (VDP). The Architectural Guidelines provide the necessary parameters for developments so that they achieve the intent of Taza Park, while allowing for site-specific design responses. The Development Authority (TDA) and TDC will use the guideline when evaluating and approving development applications as part of the multi-stage Development Design Review Process as outlined.

Certain aspects of the guidelines provide flexibility in the interpretation and implementation, and use terms such as "desired" or "encouraged." Other parts of the guidelines are mandatory and require that they be achieved through site design on a project-by-project basis. Where design elements and guidelines are to be applied and implemented in all situations, unless it can be clearly demonstrated that it is not reasonable, practical, or feasible in a specific situation, the term "should" is used. Design elements and guidelines that use the terms "shall", "will" or "is required" are mandatory and must be implemented in all situations.

The Architectural Guidelines are to be read in conjunction with the VDP. The VDP outlines the vision, goals and desired characteristics for Taza Park. Four project pillars provide direction for culture, language, and identity to be integrated into each development and contribute to a shared understanding of the Tsuut'ina Nation.

These Architectural Guidelines only refer to Taza Park.

TERMINOLOGY

Entities:

The Partnership: *Tsuut'ina-Canderel Land Development Limited Partnership*

Taza Development Corp. (TDC): the Developer

Tsuut'ina Development Authority (TDA): the review and approval body

Traditional Knowledge Keepers: Elders within the Tsuut'ina Nation

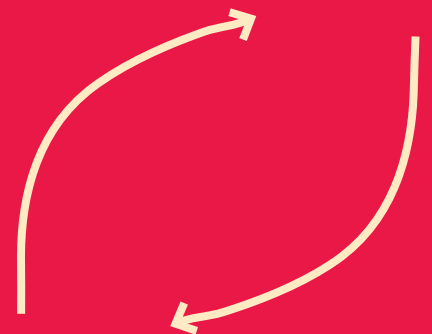
Tsuut'ina Museum: Tsuut'ina historical preservation and training

Tsuut'ina Gunaha Institute: Tsuut'ina language institute

Cultural Committee: review body for art, ceremony and language

CHAPTER 2

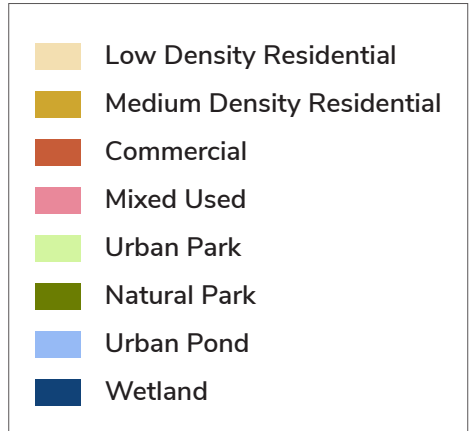
REVIEW PROCESS





Proposed Development Plan

Taza Park is a mixed-use entertainment district for southern Alberta. Its uses include multi-purpose culture, arts, and entertainment complexes complemented by a variety of retail, service, and office. It features an activated Retail Main Street and a series of mixed-use residential developments. This dynamic, vibrant place intends to bring together people of all ages to experience a range of entertainment opportunities, from high-energy activities to quiet reflective spaces. Taza Park's defining feature is an ecological corridor that connects with the existing natural system while providing public amenity space. Taza Park emphasizes the pedestrian scale of the street in order to create a unifying public realm stitching together a variety of uses and neighbourhood nodes.



For zoning refer to the Proposed Land Use Zones Document.



Design Review Process

To ensure that developments meet the intent of the Taza Architectural Guidelines and the Taza Village Development Plan, the TDA will review development applications on an individual basis during the Development Design Review Process. This review process is intended to align the development of individual parcels with the vision of Taza, as well as the character of the individual Villages. The Development Design Review Process works in combination with the [Taza Development Approval Process Law](#) and Taza Development Technical Guidelines and applies to development permits but will also be applied to land use amendment and zoning applications.

The two reviewing entities:

TDC

- ◇ initial review for conceptual design approval and general compliance

TDA

- ◇ detailed review

The Development Guideline Review Process will be conducted in four stages with individual approvals.

TDC

- ◇ Stage 1: Pre-Design

TDA

- ◇ Stage 2: Development Permit
- ◇ Stage 3: Building Permit
- ◇ Stage 4: Occupancy

STAGE 1: PRE-DESIGN

PART A: DUE DILIGENCE

As part of the development initiation, the Applicant will execute the necessary research and due diligence into their preferred site. This will include a detailed review of the Village Development Plan and an understanding of how the development will adhere to the six values and the four pillars (Introduction). During this stage, the Applicant will also read through and understand the *Taza Sustainability Requirements*, *Taza Development Process Law* and *Taza Development Technical Guidelines*.

PART B: DESIGN STATEMENT

A Design Statement shall be prepared by the Applicant and submitted to the TDC that explains the planning context, the sustainability strategy and how the proposed concept responds to the Taza values and the pillars. The length and detail of the Design Statement should reflect the scale and complexity of the development and will support the design drawing submission. Depending on the breadth of the individual submission, this may require a working session(s) with the TDC to achieve the desired results. Ensure the Design Statement captures the essence of the Taza values and pillars, including the following:



SITE CONTEXT

Include an overview of the site's natural land forms, key environmental attributes, built features, interface with adjacent areas (e.g. public streetscape character, open spaces, active frontages, corridor frontages, or adjacent uses), and any significant cultural value associated with the site. This should include opportunities and constraints related to the specific development site.

VILLAGE CONTEXT

Include an overview of the key elements that make up the larger Village (Taza Park, Buffalo Run, or The Crossing), including the public realm, movement, built form, and natural and cultural environment. This may or may not include supporting text, existing site photos, and architectural renderings to support the development.

TAZA DESIGN PRINCIPLES RESPONSE

Including a rationale for how the Applicant intends to respond to each of the development values and what aspects of the development pillars are employed in achieving their development. This rationale will provide a summary of how the development will be grounded in the Taza vision and values. As noted, the length and detail of the response should reflect the scale and complexity of the development.

INNOVATIVE THINKING

Is encouraged in the approach to each development. Applicants should explore creative solutions that have not been explicitly stated within this document, provided they expand on the Taza values and reinforce the Taza vision and sustainability approach.

PRE-DESIGN REVIEW MEETING

At this point a meeting with the TDA is required to review direction.

STAGE 2: DEVELOPMENT PERMIT

PRE-APPLICATION MEETING

The Applicant will contact the TDA once a Design Statement is developed to schedule a pre-application meeting. The Design Statement, along with supporting drawings, shall be submitted to the TDA before the pre-application meeting in accordance with the TDC Process Flow Chart. During the pre-application meeting, the TDA will provide feedback on the alignment of the Design Statement with the overall Taza vision. The TDA will also identify any supporting technical studies, plans, and documents to be submitted to the TDA for the formal submission.

DOCUMENTATION

Once completed, the Design Statement, supporting drawings and fees are to be submitted to the TDA. To ensure completeness, refer to Appendix D for the Development Permit Checklists and Application Forms. Within a reasonable timeframe, a review will be completed to confirm the completeness of an application and provide notice to the Applicant that the application is deemed complete.

TECHNICAL REVIEW AND CIRCULATION

The TDA will review and determine whether the Applicant's submission is consistent with the district Village character, the Zoning Law, VDP, Technical and Architectural Guidelines. Note that this review will include an examination of whether the development has embodied the spirit of the Architectural Guidelines and has responded to the four pillars. In addition, a detailed technical review of all required technical studies, plans, documents will be completed to evaluate the merits of the application in a time sensitive manner. The TDA, at their discretion, may request additional documentation, information and/or modifications be provided to support the application.

DETAILED TEAM RESPONSE

A detailed team response will be provided at the completion of the circulation period including an approval, required modifications or refusal of each application. The TDA may request further information based on the circulation comments including Prior to Release conditions which must be completed prior to release of the development permit. Note that as part of

the Prior to Release conditions, Applicants will be required to provide a digital 3D model which also may include a physical model at a 1:500 scale. These models will be inserted into a master model for the three Taza Villages.

REVISIONS OF APPLICATION

The Applicant shall respond, revise, and resubmit the application within appropriate timelines unless the Applicant provides the TDA a written notice requesting an extension. If there is no activity on the application after 90 calendar days, the application will be deemed inactive and a letter to that effect will be sent to the Applicant.

TIMELINES

Associated timelines for review and approval of Development Permit submissions will vary based on scale and complexity. However, the TDA will make every effort to provide the Detailed Team Response and respond to Prior to Release conditions within the timelines stated in the TDC Permit Process Flow Chart within this section.

STAGE 3: BUILDING PERMIT SUBMISSION

Once a Development Permit has been issued by the TDA, the Applicant can proceed to the Building Permit Submission stage.

PART A: APPLICATION SUBMISSION

DOCUMENTATION

The Building Permit fees and stipulated number of sets from the Development Permit Checklists are to be submitted to the TDA and must be completed in accordance with the relevant bylaws, regulations and building codes. Construction must comply with the National Building Code unless a Provincial or Tsuut'ina Nation Code or Law, or part thereof, provides a more stringent standard. If this is the case, the more stringent code or law, or part thereof, shall apply. Within a reasonable time frame, the TDA will complete a review to confirm the completeness of an application and provide notice to the Applicant that the application is deemed complete.

TECHNICAL REVIEW AND CIRCULATION

The TDA will review and determine whether the Applicant's submission meets relevant codes. Applicant will be advised of any non-complying items in a timely manner. This stage will examine and confirm how the VDP values and pillars have been integrated into the design of the development and if the Sustainability Scorecard requirements have been met.

REVISIONS OF APPLICATION

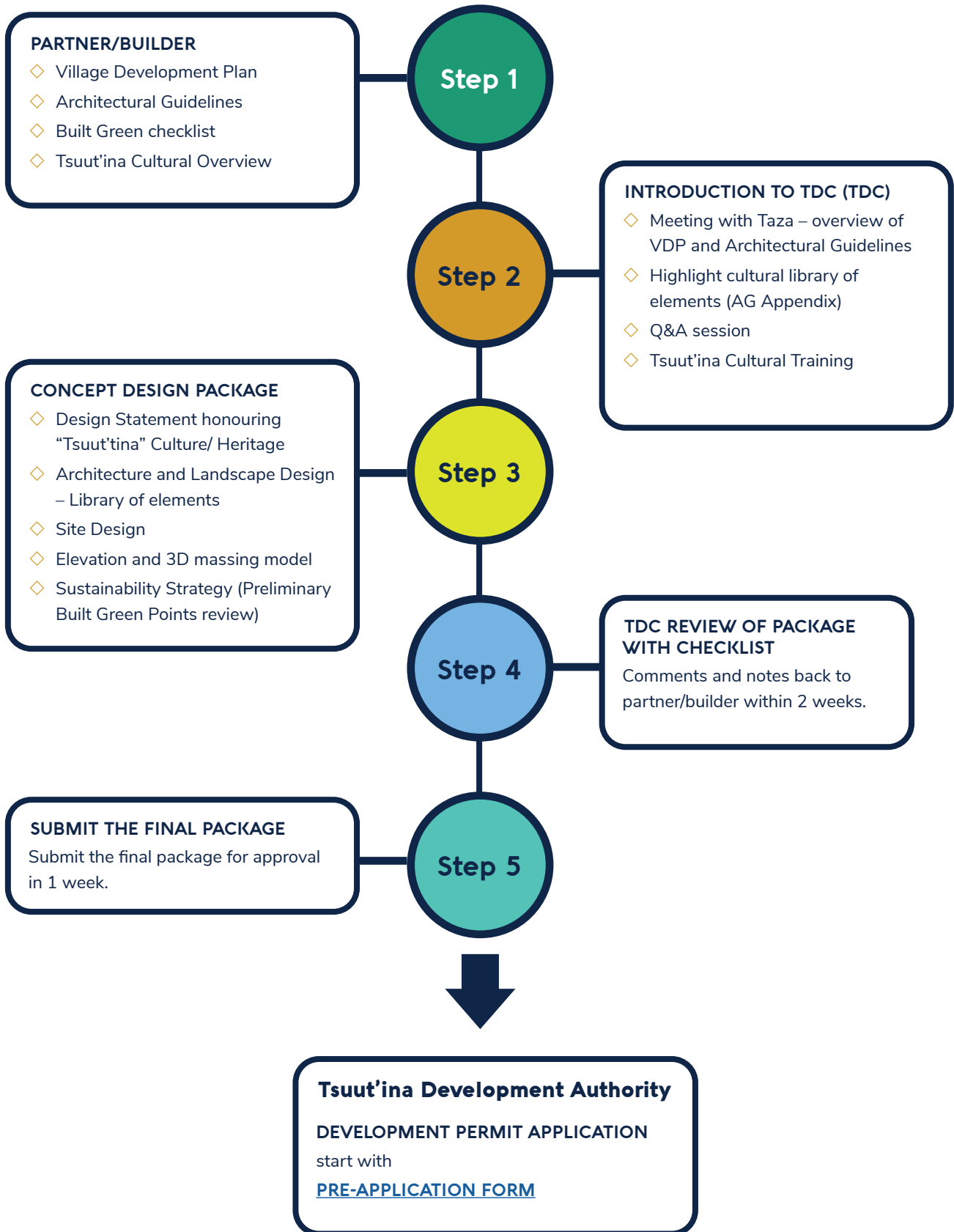
The Applicant shall respond, revise, and resubmit the Building Permit application within appropriate timelines unless the Applicant provides the TDA a written notice requesting an extension. If there is no activity on the application for 90 calendar days, the application will be deemed inactive and a letter to that effect will be sent to the Applicant. The TDA may require re-work and resubmission if the submission does not adequately address relevant Building Codes, the sustainability rating or the Taza Village Plan. A Building Permit may be issued, refused or issued with conditions based on the completeness, accuracy and design response of the submission.

STAGE 4: BUILDING OCCUPANCY

Construction may begin upon the issuance of the Building Permit. A Building Occupancy Permit will be issued after it is deemed that construction deficiencies have been corrected.



TDC. PRE-DESIGN REVIEW



CHAPTER 3

ARCHITECTURAL GUIDELINES





Part 1: Use & Adaptability

Taza Park provides opportunities for diverse and complementary uses that will appeal to a wide range of businesses and users. Taza Park will realize long-term prosperity through the creation of an authentic public realm that embraces best practices in planning and design, while integrating with the natural environment. Developments will contribute to and build on existing economic successes in the Nation. Four season design and active public spaces will draw in visitors year-round. Taza Park developments contain diverse and complementary uses that can adjust to market conditions.

ADAPTABLE DEVELOPMENTS

Creating a flexible, dynamic development plan that evolves with market demands will ensure success now and in the future. Developments that can adapt to a variety of uses can anticipate change in the market and will provide numerous benefits to Taza.

Buildings designed for adaptability enable more efficient functioning, remain in service longer, can reduce the consumption and waste of materials over time, and are able to take advantage of technological innovations.

The following adaptability applications apply to all developments:

- ◇ Design for flexibility so that buildings can be easily extended or subdivided into different functional entities, where appropriate.
- ◇ Anticipate changes in building uses and allow for integration of future uses into the building design if required.
- ◇ Design roads, sidewalks, and pathways to accommodate possible future expansions.
- ◇ Specify equipment in the building for efficiency that results in long term savings rather than compromising on inefficient systems that will be out-performed in a short period of time.
- ◇ Integrate technology for monitoring and data-sharing capabilities that increase energy efficiency and occupant comfort. This can be done through the integration of smart building systems like smart lighting and smart mechanical equipment.
- ◇ Integrate smart lighting into the pathway and street lighting to increase energy efficiency.

FOUR SEASON DESIGN

Embracing the climate and the four seasons is a key value for Taza Park. To be considered truly vibrant, the Village Development requires active streets, pedestrian activity, and animated outdoor public spaces during all seasons of the year, including winter. Designing for all seasons will enhance the social and economic outcomes for Taza Park, and promote it as an exciting, year-round destination.

The following four-season design applications shall apply to all developments:

- ◇ Create a welcoming environment that enhances the outdoor experience through embellishments such as landscaping, artworks, sculptures, furniture, lighting, and fountains (which can be turned off and lit creatively in winter).
- ◇ Design strong indoor/outdoor relationships between buildings and their surroundings to allow people who need to warm up to remain connected to the outdoor activities.
- ◇ Develop methods to adapt park features for winter activities, such as ice skating, skiing, tobogganing, and snow-tubing.
- ◇ Situate activities in close proximity to retail locations whenever possible, to provide opportunities for the local economy during warm-up breaks.
- ◇ Consider providing infrastructure for space-activating activities such as outdoor rinks, ice ribbons or skating pathways.
- ◇ If the project scale is of sufficient size, a Human Comfort Study is recommended to better understand how to provide a sense of well-being for visitors for all four seasons.
- ◇ Early in the design process, create a snow management plan to ensure pedestrian streets and active public areas are clear of snow and ice.



Photo: Ref 1



CULTURAL GUIDELINES

Tsuut'ina culture and traditional ways of knowing do not only exist in the past, they exist today in our present, and in our collective future. Indigenous wisdom transcends time through shared beliefs, histories, language, and ceremonial practices.

Any expression, whether it is architectural, public art, landscape architectural elements, signage, and branding has a cultural reference. To reflect respect of the land and the culture of the Tsuut'ina Nation, an active way of engagement with all the stakeholders at the TDA and TDC. is paramount.

DESIGN ELEMENTS

A catalogue of Design Elements can be found in the appendix. The Design Elements are meant to guide and give examples of expression for form, materiality, and character.

BRANDING

Developments that wish to develop their own unique branding including naming of the development, shall consult with the Cultural Committee to fully understand the impact a proposed brand may have on the existing culture and history of the Tsuut'ina Nation.



SUSTAINABILITY REQUIREMENTS

INTRODUCTION

Environmental sustainability has not only become a prominent global issue, but it is also a concept that is deeply rooted in the culture of the Tsuut'ina Nation. Taza Park developments shall attempt to maintain an ecological balance in our planet's natural environment and conserve natural resources to support the well-being of current and future generations. Environmental sustainability aims to improve the quality of human life without putting unnecessary strain on the earth's supporting ecosystems. All developments must therefore choose a certification path to ensure the sustainability goals of Taza Park will be met:

- ◇ Built Green Canada
- ◇ LEED Gold or Platinum

The chosen certification path must be identified at the pre-design stage.

BUILT GREEN CANADA

Following the principles of environmental sustainability, all Taza Park developments will be part of the Canadian Built Green Certification program.

Built Green an industry-driven organization committed to working with builders interested in sustainability practices in the residential and small commercial building sector that has been created to encourage and facilitate sustainable building practices. The program addresses eight key areas of sustainable building: energy & envelope, materials & methods, indoor air quality, ventilation, waste management, water conservation, occupant wellness, and building practices.

Refer to a checklist of requirements in the appendix for more detail.

LEED

As an alternative to the Built Green Canada certification, developments may pursue LEED Gold or Platinum certification. Certification can be achieved by submitting applications to the Canada Green Building Council (CAGBC).

TAZA'S COMMITMENT TO COMMUNITY ENHANCEMENT THROUGH SUSTAINABILITY PRACTICES

TDC. is committed to community enhancement through sustainability practices, verified through the BUILT GREEN® third-party certification programs (detailed below). This voluntary commitment represents another step forward in their commitment to collaboration, innovation, and sustainability—a commitment that will shape the future of this area for generations to come.

These programs guide builders and developers through a holistic approach to sustainable building practices, focused on eight pillars of sustainability. The result is healthier, more durable homes and communities with a lower environmental impact: during the build and in day-to-day operations. These homes are more affordable with a reduction in monthly operating costs, automatic rebate eligibility, improved resale value, and more.

With this third-party certification, builders will demonstrate to their customers they are ahead of building code: going the extra mile, while verifying their energy performance and green features. This is in keeping with TDC's commitment to respect, honesty, and transparency as they work to bring about profound and lasting positive change for this emerging community within The Three Taza Villages—comprised of Buffalo Run, Taza Park, and The Crossing.



BUILT GREEN CANADA AND THIRD-PARTY CERTIFICATION

Built Green Canada is a national, non-profit organization committed to working with builders interested in responsible sustainability practices, primarily in the residential building sector.

The organization was established in 2003 (in Calgary), when builders wanted a means to progress and showcase their sustainability efforts through rigorous, relevant, and practical third-party certification programs that addressed the Canadian climate and industry needs. Built Green Canada was formed in collaboration with the Canadian Home Builders’ Association, Canada Mortgage and Housing Corporation, the Alberta Research Council, Natural Resources Canada, Climate Change Central, and other key stakeholders.

While energy efficiency is a fundamental component of these programs, Built Green Canada goes beyond energy, moving the industry toward a more holistic approach to sustainability practices. The BUILT GREEN® programs are contained within a checklist, organized around eight pillars of sustainable building: Energy & Envelope, Materials & Methods, Indoor Air Quality, Ventilation, Waste Management, Water Conservation, Occupant Wellness, and Business Practices.



These programs are updated annually through industry input, code changes, new technologies, alongside the organization’s Technical Standards Committee and the Board of Directors.

Certification verifies the project has been built sustainably with third-party verification of the energy efficiency and green features of the build. There are levels of achievement—Bronze, Silver, Gold, Platinum, and Net Zero Energy+—each requiring incremental increases in both energy performance scores and overall checklist points based on the other sections of the checklist. Taza has committed to minimum certification levels of BUILT GREEN® Gold and Platinum.

BUILT GREEN® SINGLE FAMILY CERTIFICATION

The Single Family New Construction program is applicable to Part 9 builds (MURB checklist also available).

This program requires completion of the BUILT GREEN® Checklist, based on those green features the builder chooses to integrate into the build, plus energy performance results (EnerGuide). The checklist guides the builder through the program's eight sections, offering options on green features to integrate into the project—once the features have been chosen, this tool calculates the project's proposed certification level, based on the energy performance results (EnerGuide) and the other checklist items earned in the other areas of the program.

Building performance is modelled and verified by a licensed Natural Resources Canada (NRCAN) Energy Advisor, and the resulting EnerGuide label is required for certification—alongside a completed BUILT GREEN® Checklist, with all section minimums met. This tool also includes a GHG Calculator, where greenhouse gas emissions' reductions can be calculated based on the energy modelling report.

All projects then undergo quality assurance through NRCAN's portal system and review with Built Green Canada. Select projects are randomly chosen for onsite audits. Once the project has been approved, a BUILT GREEN® Single Family label is issued. Builders are asked to affix the BUILT GREEN® label to the electrical panel.

BUILT GREEN® GOLD & PLATINUM LEVEL REQUIREMENTS

Based on the 2024 Single Family Program

Taza requires a minimum certification level of BUILT GREEN® Gold or Platinum. The energy requirement for each certification level is based on the percent improvement over the reference house (detailed below). Beyond energy requirements, each project must also meet minimum point requirements across the other seven program sections.

- ◇ Gold certification: house rating is 20% lower than reference house earning 40 points, plus 80 points across the other sections.
- ◇ Platinum certification: house rating is 30% lower than reference house earning 45 points, plus 100 points across the other sections.



A NOTE ON ENERGY MODELLING: ENERGUIDE RATING / ENERGY TIER CODE

** EnerGuide remains a requirement; however, should a builder prefer to use the step code requirement results instead of the ERS score, this will be accepted for Built Green's Section 1 energy requirements.

To create alignment with the incoming Energy Tier Code, as an alternate energy compliance pathway to going with the % improvement for Part 9 buildings, Built Green offers builders the option to use the tier code scores for Built Green's energy requirement.

Tier 1 – Bronze certification

Tier 2 – Silver certification

Tier 3 – Gold certification

Tier 4/5 – Platinum certification

Tier 5 – Net Zero Energy+ certification

As-Built Compliance Reports required by your municipality must also be submitted to Built Green Canada for verification.

BUILT GREEN® HIGH DENSITY CERTIFICATION

The High Density New Construction program is applicable to Part 3 builds (multi-storey, residential tower, and mixed-use buildings).

This program requires completion of the BUILT GREEN® Checklist, based on the green features the builder chooses to integrate into the build, plus energy performance results. The checklist guides the builder through the program's eight sections, offering options on green features to integrate into the project—once the features have been chosen, this tool calculates the project's proposed certification level based on the energy performance results and the other checklist items earned in the other the other areas of the program.

Building performance is modelled and verified by a professional engineer using NECB or ASHRAE, and the resulting energy modelling report with the engineer's stamp is required for certification—alongside a completed BUILT GREEN® Checklist, with all section minimums met. While this tool does not include a GHG Calculator, carbon reductions are encouraged and are awarded for points. The engineer can do this work.

All projects have a BUILT GREEN® High Density Verifier, who works alongside the builder / developer to collect documentation and verification photos required for auditing purposes; Verifiers are on-site on average three times through the process, though this depends upon the complexity of the project. Once the project has passed the audit, a BUILT GREEN® High Density plaque is awarded for display in the lobby, acknowledging certification.

BUILT GREEN® GOLD & PLATINUM LEVEL REQUIREMENTS

Based on the 2024 High Density Program

Taza has committed to minimum certification level requirements of BUILT GREEN® Gold or Platinum. The energy requirement for each certification level is based on the percent improvement over the reference building (detailed below). Beyond energy requirements, each project must also meet minimum point requirements across the other seven program sections.

Over NECB 2020:

- ◇ Gold certification: building rating is 25% improvement earning 40 points, plus 80 points across the other sections.
- ◇ Platinum certification: building rating is 35% improvement earning 45 points, plus 100 points across the other sections

Projects pursuing NECB 2017 compliance to meet the requirements of their local jurisdictions may subtract 5% to the equivalent performance, as measured against NECB 2020.

Over ASHRAE 90.1 2019:

- ◇ Gold certification: building rating is 25% energy improvement earning 40 points plus 80 points required across the other sections
- ◇ Platinum certification: building rating is 35% energy improvement earning 45 points plus 100 points required across the other sections.

Projects pursuing ASHRAE 90.1 2016 compliance to meet the requirements of their local jurisdictions may subtract 5% to the equivalent performance, as measured against ASHRAE 90.1. 2019.

BUILT GREEN® COMMERCIAL CERTIFICATION

This program is under development. As with Built Green's other programs, the program will take a holistic approach and include an energy requirement, and minimum points across the other sections of the checklist.

While energy efficiency is a fundamental component of these programs, Built Green Canada goes beyond energy, moving the industry toward a more holistic approach to sustainability practices. The BUILT GREEN® programs are contained within a checklist, organized around eight pillars of sustainable building: Energy & Envelope, Materials & Methods, Indoor Air Quality, Ventilation, Waste Management, Water Conservation, Occupant Wellness, and Business Practices.

These programs are updated annually through industry input, code changes, new technologies, alongside the organization's Technical Standards Committee and the Board of Directors.

Certification verifies the project has been built sustainably with third-party verification of the energy efficiency and green features of the build. There are levels of achievement—Bronze, Silver, Gold, Platinum, and Net Zero Energy+—each requiring incremental increases in both energy performance scores and overall checklist points based on the other sections of the checklist. Taza has committed to minimum certification levels of BUILT GREEN® Gold and Platinum.



Part 2: Building Form

ARTICULATION

The connection to the land is essential for the Tsuut'ina Nation. The building articulation and height will be designed to maximize connections to the landscape by respecting views and maximizing sunlight on parks and open spaces to allow for optimal use in all seasons.

MASSING AND HEIGHT

- ◇ Establish a compact development form to maximize open spaces that preserve the vitality of the ecosystem and support a close-knit community. Use podiums under tall buildings to retain a human-scale at grade. Their minimum height should be 9 meters and maximum height should not exceed 50% of the total of right-of-way width plus setbacks.
- ◇ Break up building mass by integrating building stepbacks, fenestrations, undulations in building facades, change in materials and other design elements, to create interesting building form, while maximizing efficient interior layouts and cost-effective construction.
- ◇ Transition building heights to be respectful of the scale of adjacent buildings.
- ◇ Transition buildings fronting open spaces to allow for maximum sunlight exposure.
- ◇ Design buildings with simplified, compact massing and fewer complex junctions to minimize building envelope heat loss. Prioritize simple shifts in massing and changes in exterior colors and textures to articulate facades.
- ◇ Shadow studies will be required for buildings taller than 12 m

SETBACKS AND STEPBACKS

- ◇ Set back buildings to create generous walking zones and forecourt spaces that support active healthy lifestyles and reflect the importance of nature for the Tsuut'ina Nation.
- ◇ If a pollinator corridor is proposed, provide a minimum building setback of 5 m from the property line to ensure an ample planting area.

- ◇ Provide a minimum building setback of 3 m from the property line to allow patios at the ground level and balconies on the upper levels within residential building setbacks. No setbacks are required on lanes.
- ◇ Stepback a minimum of 3 m on upper-storeys of buildings to maintain a desired two to three (2-3) storey street wall, to create a comfortable "human scale" pedestrian environment and to maximize solar exposure and minimize shading on adjacent open spaces and pedestrian connections. A minimum 3 m stepback also allows for usable upper-level terrace space.
- ◇ When amenity pavilions on podium roofs are proposed, a 3 m setback from the building edge is recommended.
- ◇ Setbacks must be carefully considered to accommodate the full canopy growth of street trees and to provide buffer and enhanced landscaping where desirable.
- ◇ Setbacks for Retail: no setbacks are required towards a street or lane. 3 m setback is required if the adjacent site is a residential use site.

BUILDING FRONTAGE, ORIENTATION AND VIEWS

- ◇ Locate and design landmark buildings to accommodate animated, amenity, and destination-oriented uses.
- ◇ Orient buildings and stepbacks to maximize sunlight, increase visibility and enhance sightlines and wayfinding, incorporate weather protection features to provide protection from the wind in the public realm.
- ◇ Align buildings to front onto and frame street edges, open spaces, and pedestrian pathways, with generous entrances and glazing to provide transparency from interior to exterior.
- ◇ Provide connections and transitional spaces to the public realm for all sides of a building. Careful considerations should be given to all frontages, including back-of-house, loading and servicing areas.
- ◇ Avoid designing blank walls along streets. Where large blank walls are unavoidable (for example, in back-of-house, loading, and servicing areas) they should be screened and/or treated as canvasses for Tsuut'ina public art.

- ◇ Weather protection and shading elements should be designed as integral elements of a building’s architecture. Canopies must be at least 3 m in depth across the length of building façades when adjacent to public spaces or walkways.
- ◇ Buildings are to optimize daylight and views to support well-being and biophilia for occupants. Building designs shall balance this objective with controlling unwanted solar gain and glare and maximizing building envelope performance.
- ◇ Maximize view opportunities onto the public realm at the ground level of buildings by providing a high level of building transparency.
- ◇ Create opportunities to connect with the changing seasons, the weather, and the light when both inside and outside of buildings.
- ◇ Provide grade separation from the street for all multi-family buildings by including steps or a slightly elevated entrance experience.
- ◇ Building facades should include a minimum of 20% Tsuut’ina Nation art work.

SOLAR

- ◇ Consider incorporating solar energy into the project, such as rooftop solar panels building-integrated photovoltaics, solar canopies, or solar facades.



Photo: Ref 2





Part 3: Architectural Expression

INTENT

The architectural and landmark design guidelines are intended to ensure high-quality buildings that visually cue the unique places and experiences offered at Taza Park. Architectural language should be sensitive to the location, function, sustainability, and longevity of the building.

Modern, contemporary appearance with meaningful areas, or spaces deemed indicative of Tsuut'ina culture, will be delineated as landmarks with the guidance of the TDA.

The Village Development Plan outlines in detail the vision and goals for Taza Park and shall be considered for any building. The the Taza Park characteristics (included in the VDG) provide a narrative for the desired experience and expression of all developments. All submissions will be evaluated against these principals.

PUBLIC ARTWORK

Public artwork should be strongly considered and could be in the form of, sculpture or other unique landscaping elements that denote an area of significance, gathering and/or public space.

When using artwork consider structural elements, UV, pollution, corrosion, vandalism, and maintenance costs in the choice of materials.

Ensure that the key community organizations (e.g. Tsuut'ina Museum) are engaged for artwork to ensure acknowledgement of the historical, social, and physical context of the site.

STREET FRONTAGE RELATIONSHIP

All buildings should relate directly to the streets on which they front or as defined with all businesses and other community services on ground floor accessible directly from sidewalks along a public space (e.g. street, square or plaza) but not a parking lot. All mixed use buildings along Tsuut'ina Parkway shall include ground-floor retail along at least 60% of the street-level facade. All building facades along sidewalks should avoid blank walls by having windows and/or doors incorporated to create interest and enhance the pedestrian experience. At a maximum no more than 40% or 15 m (whichever is less) of a building length should be blank. In

all cases, the setback should ensure a strong streetwall and pedestrian environment.

RESIDENTIAL:

Ground floor dwellings shall address the street through the use of front door entrances, gates and entry courtyards. Porches, patios or decks should be designed to establish a semi-private zone in support of a "porch culture" along the street. Windows and balconies at upper floor levels should face outward, adding to a sense of safety and security for the public domain.

Entrances should create identity and a sense of address for buildings, dwelling units and stores.

If no maximum setback is designated, those building facades which are street-facing should be set back no more than 5 m.

Where a townhouse or attached residential development ends on the corner or is an end unit, a sensitive transition through height, massing, and setbacks is required.

Units combined in a row or townhouse configuration should be designed parallel to the street with unit entrances oriented toward, and directly accessible from the street. Where a building is proposed perpendicular to the street, the end unit should be oriented toward and interact with the street.

- ◇ Each unit should have a clearly identified primary entrance, including lighting (main door soffit lighting is encouraged) and address signs.
- ◇ Incorporating low fences and hedges, patios, landscaped front yards, and front porches to define and create an identity for each unit is encouraged.
- ◇ Significant changes in elevation between the street level and primary entrances should be avoided. Where a change in elevation is unavoidable, landscaping elements should ensure a gradual transition in elevation without hard edges at the street edge.
- ◇ Fences against a public space or another private space are a max. of 1830 mm (6 ft) tall, of simple horizontal wood board to create a continuous intentional pattern

RETAIL MAIN STREET:

- ◇ Retail entrances should create an address and identity for the building. See sections “Definition of Retail Streets” and “Retail Frontages and Storefront Visibility” for further details.
- ◇ The form of buildings along the retail street should strongly define the street space. Upper floor setbacks for building along the retail street can be utilized to create a human-scaled environment.
- ◇ Canopies should be utilized to create a pedestrian friendly and protected environment. Soffit lighting must be included in canopies.
- ◇ Canopies must be designed and constructed to withstand the weight of snow and prevent the creation of icicles or dripping onto the sidewalk.
- ◇ Retail frontages should be expressed through many stores of narrow frontages with high quality storefront displays rather than wide and uninviting solid walls. Placement of signage, lighting, or architectural detail and indentation of the facade is encouraged.
- ◇ All ground level retail entrances must face a street, not an adjacent parking lot. There should be at 60% clear glazing between 1.0m and 2.3 m in the facade design. Ground level retail must be unshuttered at night.



Photo: Ref 3

MIXED-USE DEVELOPMENT:

- ◇ Office uses at grade should activate the street in which they front. This can be done by utilizing the architectural layout of the building. A minimum of 50% of the office buildings should include ground-floor retail along 60% of the length of the street level facade.

LARGE FORMAT RETAIL:

- ◇ Large format retail structures shall maximize their frontage onto a street and are encouraged to provide street facing entrances- large format retail developments must address the street through landscaping elements, creating a pedestrian scale environment that offers protection from the elements as well as a safe and pleasant environment.
 - Loading docks should be screened and not face a public pedestrian pathway-
 - a variety of architectural expression including clear glazing in large facades is encouraged

ROOFTOPS

RESIDENTIAL

Roofs and terraces should be used, where practical, for private and communal outdoor patios, decks, and roof gardens. Active roofs are encouraged and green roofs can be used as a means of retaining storm water from smaller storm events and to add visual interest. Where active uses are not available, roofs should be designed attractively.



Photo: Ref 4

COMMERCIAL

- ◇ Roof tops should be considered for either solar panel arrays, green roofs or activations such as roof top patios where possible
- ◇ Lower roof tops adjacent to residential developments should be addressed to be pleasant to look at (green roofs or partial green roofs). All rooftop units and equipment must be screened if visible from street-level or from an adjacent residential unit.



UTILITIES & MECHANICAL EQUIPMENT

Utility fixtures, such as natural gas, exhaust vents, and connection boxes for telecommunications, should be located away from publicly exposed views, and whenever possible, installed in the side yard. When they cannot be located out of public view, utility fixtures, mechanical equipment and transformers should be screened or integrated into the building design, to minimize their visual impact. Air conditioning units, where provided, should not be in the front yard or in the side yard adjoining the street on a corner lot. Exterior units will be required to be screened from view subject to compliance with the standards of the utility companies.

BUILDING MATERIALS

The Tsuut'ina Nation have a deep relationship with the land that goes back thousands of years. As such, beyond the utilization of natural resources for sustenance and spiritual practices it also encompasses their approach to building materials and construction methods. Building practices are deeply rooted in their cultural heritage and their understanding of the land's resources and ecosystems.

When selecting building materials for Taza Park, the key objective is to prioritize the use of local, sustainable materials with low embodied carbon. This approach aligns with modern principles of environmentally conscious construction and demonstrates a commitment to reducing the project's overall carbon footprint and environmental impact.

Here are some key factors to explore when selecting materials:

- ◇ Durability and Longevity
- ◇ Renewable and Recyclable Materials
- ◇ Low Embodied Energy
- ◇ High Insulation and Thermal Mass
- ◇ High-Quality Waterproofing and Sealants
- ◇ Life Cycle Assessment (LCA)
- ◇ Low Maintenance Requirements
- ◇ Local Sourcing
- ◇ Flexibility and Adaptability
- ◇ Authentic and High-Quality Materials on ground level

Material selection should consider a natural palette with special consideration of texture and warmth on the ground floor of the buildings. Preference will be given to brick but other materials with a finer grained texture will be considered. Layering of materials should be explored to create variety and human scaled interest.



Photo: Ref 5

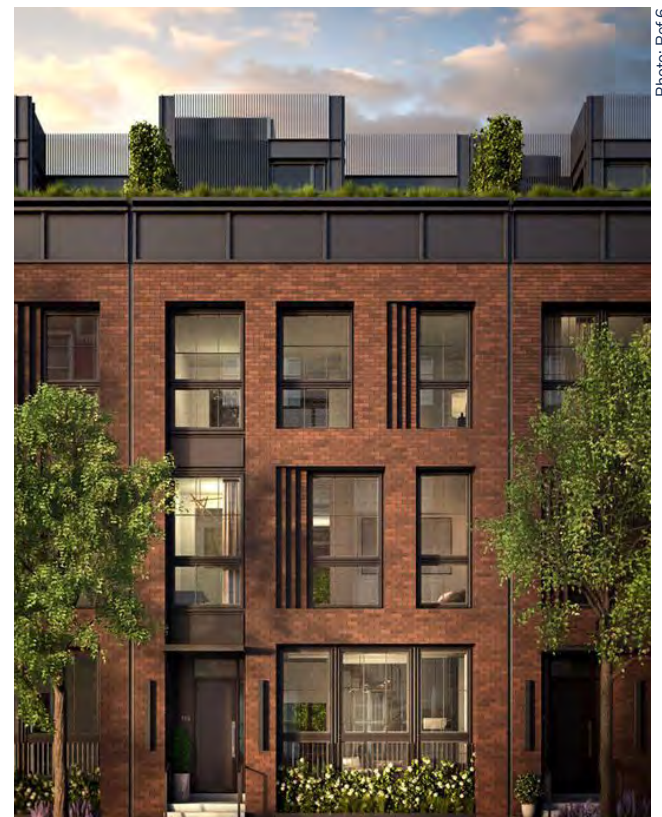


Photo: Ref 6

DESIGN RESPONSE

- ◇ Use building materials that embrace and celebrate both traditional and contemporary Tsuut'ina Nation culture. This approach will not only honor the community's heritage but also showcase its modern identity and aspirations.
- ◇ Utilize wood frame construction wherever possible. And explore using mass timber and cross laminated timber (CLT) construction to celebrate the traditional building materials of the Tsuut'ina Nation.
- ◇ Honour the historic use of these materials.
- ◇ Use durable and versatile materials for cladding. Some examples include: wood soffits, wood composite, natural stone veneer, brick, pre-cast concrete, metal panel, terra-cotta, and/or fiber-cement.
- ◇ Incorporate human scale, tactile materials, and fine-grained detailing for lower levels of buildings is a design approach that enhances the overall experience and connection between occupants and the built environment.
- ◇ Use a maximum of four materials in a facade, the ground level should receive high quality and durable materials.
- ◇ Explore using materials that are environmentally responsible, economically viable, and durable enough to withstand the challenges of changing climates and the test of time.
- ◇ Use a textured finish for exposed concrete. Such as, exposed aggregate finish, sandblasted finish or brushed finish.
- ◇ Design bird friendly buildings by increasing visibility of glass, reducing the appearance of clear passage to the sky and if the design allows apply markers to the glass. These strategies are especially important to the fourth floor.
- ◇ Avoid exposed fasteners and the use plastic as cladding materials.



Photo: Ref 7



Photo: Ref 8





BUILDING LIGHTING

Buildings should include exterior lighting to highlight specific features as well as ensure a safe and inviting environment after dark.

Use design features such as

- ◇ soffit lighting
- ◇ entrance lighting
- ◇ pathway lighting

While creating interesting and welcoming developments through building lighting, following responsible lighting practices, passing Dark Sky friendly legislation should be considered to reduce light pollution.

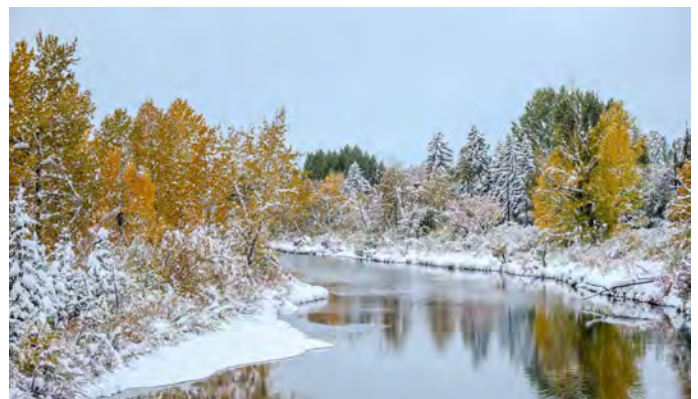
COLOUR PALETTE

Drawing inspiration from the colors found in the land can create a design palette that reflects the natural beauty and cultural significance of their surroundings. The color palette should be earthy, warm, and harmonious, mirroring and accentuating the landscapes, flora, and fauna that hold cultural importance to the Tsuut'ina people.

The key is to create a palette that not only celebrates the beauty of the Tsuut'ina Nation's land but also honors their cultural heritage and deep connection to the environment.



Photo: Ref 9



Part 4: Residential Livability

BUILDING SETBACKS

Privacy for grade level units should be enhanced through low walls, hedges and changes in elevation. Buildings should be separated by a layering of landscaping elements such as low walls, hedges and/or tree rows. Buildings should be designed to avoid overlook problems between units facing one another. Windows located in sideyards should take into account those located in existing or approved adjacent developments.

CHILDREN'S PLAY AREAS

Children of all ages should have easy access to appropriately located, designed and landscaped outdoor play areas suited to their developmental and play needs. Where a site is providing a play area as part of the common property, the total outdoor play area shall be a minimum of 130 square metres in size and shall be visually accessible from amenity areas and residential units. Outdoor play areas shall be situated to maximize sunlight access and also provide areas of shade. There should be a minimum of two hours of sunlight between the hours of 10:00 a.m. and 5:00 p.m. on December 21st and adequate artificial lighting shall be provided. The anticipated demographic of a building will impact the encouragement of a play area.



Photo: Ref 10

PRIVACY OF OUTDOOR SPACES

Each dwelling unit should have direct access to a private outdoor space in the form of a balcony, patio or roof deck. Adjoining balconies should be separated with a privacy screen. Where outdoor spaces are terraced, screening should be employed to minimize the extent of overlook from one patio to another. Courtyard spaces should be usable by building residents as communal outdoor spaces.

IDENTITY

The ground floors of all buildings should be designed to express the individuality of units through architectural expression and the inclusion of entrance doors and windows addressing the street.

Private outdoor spaces should be capable of being customized by residents through their choice of plant materials, potted plants, window boxes and furnishings.



Photo: Ref 11

SAFETY AND SECURITY

Residential developments and unit designs should be safe and secure from on-street access. Public and semi-private outdoor spaces should have some degree of overlook from residential units and good visibility from the street. Landscaping should be illuminated to enhance security. CPTED (Crime Prevention through Environmental Design) principles should be incorporated into building and site design. To raise the sense of security and comfort within parking garages, they should be well illuminated, painted with light colours, have good view lines throughout, and make use of glazing in lobbies and at entrances.

ACCESSIBILITY AND ADAPTABILITY

Many older people prefer to remain in their home for as long as possible. To this end, housing units should be designed to be adaptable to the future needs of residents as they age. Particular consideration should be given to CMHC "Flex Housing" design guidelines. Access to all residential common spaces and primary external circulation routes should be designed to be accessible to those persons impaired by vision, hearing, or mobility. Street-oriented units elevated above the sidewalk grade can be an exception to this requirement, but should provide opportunity for adaptability for accessibility requirements to not preclude aging in place and future users of these units.



SOLAR ORIENTATION, LIGHT AND VENTILATION

Habitable rooms in dwelling units should have access to daylight and direct sunlight. Private and semi-private outdoor spaces should receive direct sunlight during most days of the year. Outdoor spaces related to north-facing units will require careful design for sun access. Each external facing residential room shall have operable windows for increased natural ventilation.

MULTI-LEVEL UNITS

Inclusion of some two- or three-storey units, particularly at street level, will afford the opportunity for residents to have units that are more “house-like”. This unit type also lends itself to flexibility of use for the ground floor, allowing for the inclusion of a home office or studio space.



Photo: Ref. 12

Part 5: Site Management

PROPERTY MANAGEMENT

RECYCLING AND GARBAGE COLLECTION

Residential garbage should be separated into three streams: Organics, Recycling and Waste. Appropriate size of waste bins must be provided on the property, either inside the building or in form of an outside buried system. Garbage and recycling bins must be located within the building or on the property to facilitate easy and frequent collection. Property owners may choose their preferred collection service ensuring collection is scheduled frequently enough to avoid overflowing of waste bins.

Outside waste collection systems should be screened with landscaping elements or decorative screens. All garbage enclosures not within a building must be animal proof.

SNOW REMOVAL

Property owners are responsible for their own snow removal. For larger sites, sufficient areas for snow removal and storage should be considered.

LOADING AREAS

All residential and commercial developments must provide appropriate loading areas.

Commercial loading areas must not be adjacent to the main retail street. Architectural screening or landscaping around larger loading dock areas should be considered if the area is located within a high visibility context.

Loading areas should not be placed crossing major pedestrian pathways.

PARKING AREAS

SURFACE PARKING LOTS

Access to parking lots shall be clear and a reasonable distance from any intersection to avoid traffic incidents. There shall be no access to a surface parking lot from the Retail Main Street along Tsuut'ina Parkway.

Landscaping elements such as high hedges must frame the preliminary edges of large surface parking areas. Native planting and trees should be considered where possible. Safe pedestrian connections from parking stalls to a door or a sidewalk should be considered.

Accessible stalls shall be located near an entry and must be clearly labeled.

STRUCTURED PARKING

An effort should be made to conserve land and consider structured parking instead of surface parking lots. Structured parking should be integrated into the overall development and be addressed architecturally. There is an opportunity for cultural references or artwork on the facade of parking structures. Parking to be buffered by landscaping to enhance the natural surroundings.

BELOW GROUND PARKING:

Below ground parking structures can take parking demand off the surface. Access to below ground parking should be clearly labeled. Ramps must not be steeper than 10% if exposed and unheated. If inside a building and heated, ramps can be a maximum of 15% slope with transitions. The maximum grade change for any ramp is 10%.



CHAPTER 4

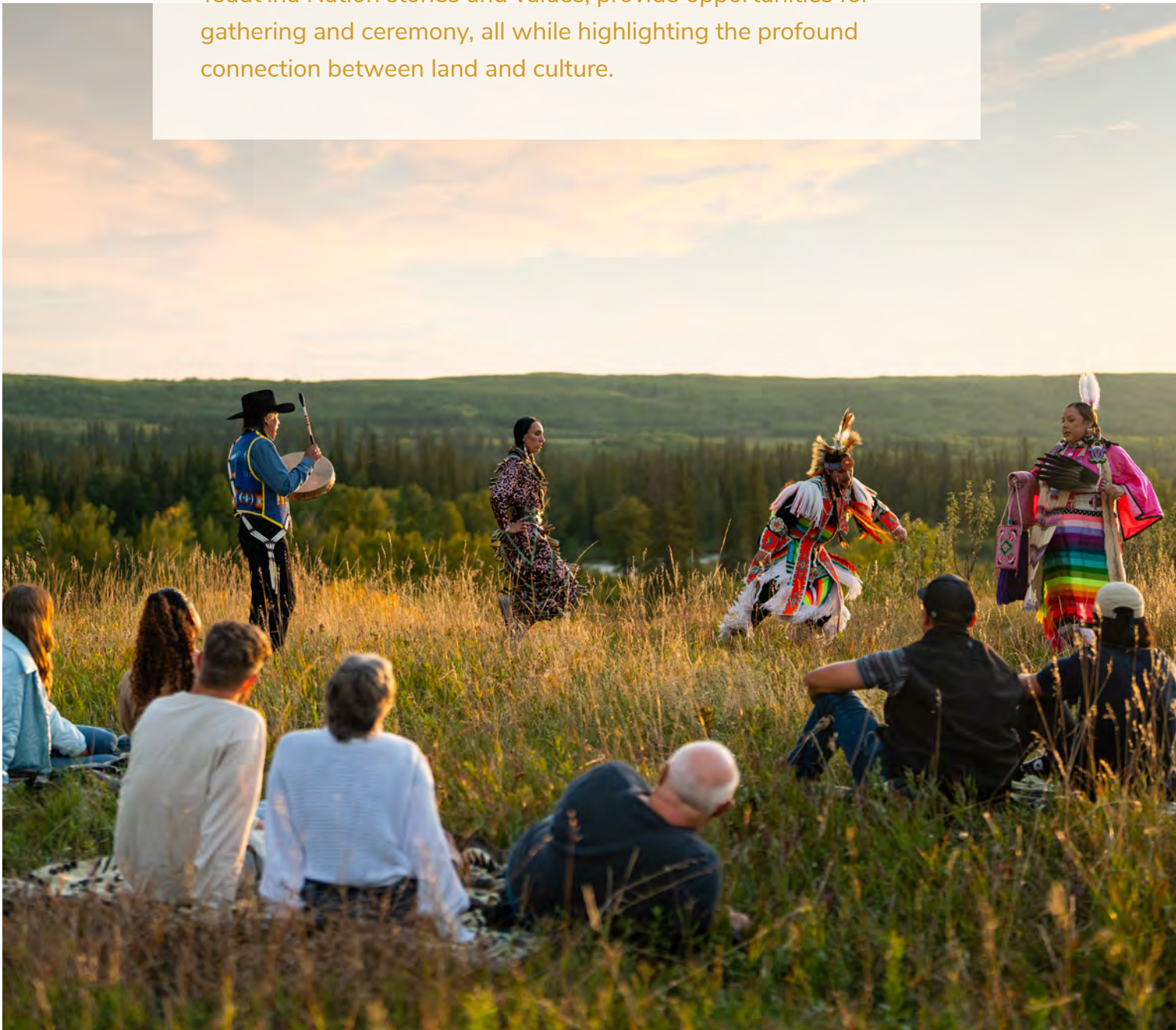
**LANDSCAPE
GUIDELINES**





Part 1: Intent

The landscape of the Taza Park neighbourhood will weave together parks, open spaces, semi-public, and private landscapes into a network of connected, green spaces that welcome people and respect the past, present and future of the Tsuut'ina Nation. The landscape expression will communicate Tsuut'ina Nation stories and values, provide opportunities for gathering and ceremony, all while highlighting the profound connection between land and culture.



Part 2: General Landscape Character

The following landscape character shall apply to the Taza Park neighbourhood:

1. Landscape elements, including landforms should reflect the existing natural context. Respect for the cultural and traditional relationships between the Tsuut'ina Nation and the land shall take the highest priority.
 2. Use regional vegetation and creative site design to maintain or establish ecological corridors for the continuation of natural systems in the area.
 3. Crime Prevention Through Environmental Design (CPTED) principles should be used throughout the landscapes and public realm.
 4. Accessibility and Universal Design principles shall be used throughout all landscape within developed spaces.
 5. A range of surface paving materials, textures, and colours should be integrated to help differentiate spatial types and usage. The selection of surface paving materials should specify low-albedo materials that will reduce the Heat Island Effect.
 6. Recycled and reclaimed materials such as recycled hardwoods, reclaimed stone and metal, and concrete that contains Portland-limestone cement (PLC) may be incorporated into the section of surface and paving materials for site-specific landscaping.
 7. Surface and paving materials selection should strongly consider maintenance and durability of the material.
 8. Planting design should contribute to the overall natural character of the development by providing visual interests along streets, reinforcing defined edges, screen parking areas, complement adjacent buildings and open spaces, and unify private and public realm areas.
 9. Planting can be used as a method to delineate pedestrian and vehicular areas and should be used as a buffer between zones to promote safety and absorb contaminants from vehicular traffic. Line streets with bioswales and infiltration trenches where feasible.
 10. Street trees should be correctly sized and scaled to adjacent buildings and open spaces and provide sufficient clearance to allow for unobstructed movement and views between all modes of travel.
 11. Street trees shall be provided with adequate soil volume, 15 m3 for contiguous tree planting, 30m3 for individual trees.
 12. Reduce the amount of potable water used to irrigate the landscape through the selection of drought tolerant plants and the capturing of rainwater for irrigation.
- ◇ Meet the requirements expected by developers.



Photo: Ref 13





REGIONAL CONTEXT

Situated at the edge of the Rocky Mountains, and overlooking the banks of the Elbow River, the Taza Park neighborhood is situated in a rich ecological region. These adjacencies will inspire the site design, framing views, informing pedestrian and cycling connections. These regional influences of watercourse and transitional planting communities will guide the form and design of the neighbourhood.

IDENTITY

Taza Park shall have an identifiable material palette and pattern language unifying the neighborhood. Pedestrian routes will feature details that act as wayfinding elements - when possible, the materials themselves will tie into regional significance. The planting palette will be comprised of regionally suited plants and represent diverse communities of planting that are not mono-cultures.

SAFETY AND SECURITY

The comfort of residents and visitors to the Taza Park neighborhood will be at the forefront of final design decisions. Adhering to CPTED principles, the development and furnishing of pedestrian routes will provide safe and secure pathways that will be comfortable to use throughout the seasons. Pedestrian networks will maintain clear sight-lines and have an intuitive design, with no dead-ends. For residents of the neighbourhood, ground floor access and patios will activate “eyes on the street” while establishing clear private areas with planting and low walls.



Photo: Ref 14



Photo: Ref 15

Part 3: Public Realm Interface

RESIDENTIAL SETBACKS

Building setbacks, where required, on residential private property should be landscaped. In the case of residential units at street-level, the following criteria should be considered:

- ◇ Low ground planting or mowed grass strip should be planted immediately adjacent to sidewalk, such that no plant material encroaches onto walkways.
- ◇ Slope and/or terrace setback areas where possible, such that private outdoor spaces are nominally higher than the adjacent sidewalk or public realm.
- ◇ Low walls, combined with 'layered' planting rows and/or hedges should be employed to enhance the streetscape experience and define the private outdoor areas.
- ◇ Walls (including retaining walls) should not exceed 24" (600 mm) and should be faced with materials matching adjacent buildings or of high quality architectural cast in place concrete finish. Precast concrete unit retaining walls should not be considered. Concrete block retaining walls are prohibited.
- ◇ A mix of evergreen shrubs and deciduous hedge planting should be used to screen private patios and outdoor spaces from each other, while providing seasonal variety. A maximum height of hedge from patio level should not exceed 5 feet or 1500 mm. Greater visibility through the use of lower growing plants should be provided between the patios and the street.

SETBACKS ON RETAIL CORRIDORS

The building setbacks along the retail corridor are established in the Landuse Plan. The following should be considered:

- ◇ The adjacent streetscape character should be considered when selecting the hard and soft materials within the setback. The setbacks are important to support spill out activity from adjacent retail units.
- ◇ Increased pedestrian flow will likely result in focused planting areas, with plant species and sizes selected in consideration of Crime Prevention through Environmental Design (CPTED) principles.
- ◇ A variety of quality, well placed site furnishings should be provided, such as benches, bike racks and light fixtures.
- ◇ Permanent weather protection should also be considered, such as canopies or awnings attached to building faces.
- ◇ Street trees when selected shall have an overarching form that brings additional thermal comfort and shade from its canopy.

SITE RE-GRADING

In many locations re-grading of the site to meet street construction grades and underground parking structures will result in changes from the existing topography. These variations should be taken up with planted berming or terraced landscaping utilizing brick or concrete retaining walls with planting.

SIDEYARD PRIVACY

Where developments have units with windows or outdoor patios facing a sideyard, privacy should be enhanced through the use of fences or hedges with a maximum height of 1.8 m. The design of all privacy fences are to be integrated with the building architecture.

PRIVACY AND OVERLOOK

- ◇ Landscape elements should be designed to preserve privacy of units and individual outdoor spaces.
- ◇ Views from windows of surrounding buildings should be provided into the semi-private open spaces, especially to areas designed for children's play.
- ◇ When locating outdoor amenities, such as seating areas, outdoor eating and/or BBQ areas, it is important to site them in the shared semi-private areas to minimize potential conflicts between users of the space and nearby residential units.

SEMI-PRIVATE FUNCTIONAL OUTDOOR AREAS

Opportunities to incorporate semi-private 'shared' open spaces within the residential parcels can be realized in a number locations and with a variety of spatial sizes and functions. The most physically and visually accessible areas would be directly above the parking structure, in the interior courtyard area and directly accessed from the first (ground) floor of the surrounding development. Other possible locations would be within the street setback in association with the entry sequence to lobby or indoor amenity room. And the final location would be on the higher roof terraces in combination with possible green-roof systems.



What all of these spaces have in common is their role in providing outdoor areas that promote social interactions with neighbours and community members, and with each of these locations, particular criteria and objectives need to be considered:

- ◇ Shared outdoor areas should be programmed for use by residents and to promote social interaction among neighbours. Opportunities for small children's play, seating, and outdoor eating or BBQ areas should be considered.
- ◇ Consideration towards providing adequate growing medium depths and appropriately designed and installed building envelopes/roof membrane systems to achieve lush and healthy plantings to establish and thrive over the life of the building.
- ◇ Sustainable landscape opportunities should be incorporated including communal gardening areas with composting, shared tool storage and water/hose bib access.
- ◇ Both sunny and shaded areas could be provided, with arbours or trellis structures that create shade. Such structures also reduce the overlook issue from surrounding residential units.
- ◇ Outdoor amenity areas should have direct association with indoor amenity spaces wherever possible.



Part 4: Private Outdoor Spaces

PATIOS

Private outdoor patios for ground floor units should be large enough to permit patio gardening and use of table and chairs. Private patios should be buffered through changes in elevation, hedges, low walls, or other measures.

VISUAL BUFFERING

Landscape elements should be used to provide visual buffers:

- ◇ Trees should be planted between units for visual privacy.
- ◇ Plant material, berms, and hard landscape elements should be used to screen views to service areas, surface parking, parking structures, and utility boxes.
- ◇ Plant material should be selected to achieve a mature scale that will limit future view impacts.
- ◇ A mix of evergreen shrubs and deciduous hedge planting and small trees should be used to provide privacy for patios and outdoor spaces. Maximum height of hedges, measured from patio level should not exceed 1.5 m.

FENCE TYPES

Fencing should be of interest visually. Wood slat fences are supported. Fences should be a minimum of 1.2m and no higher than 1.8 m. Maintained planting should accompany the fence on the public realm side. Ensure the Nation/TDA has the right to upkeep and maintain fences.



Photo: Ref 16



Photo: Ref 17



Photo: Ref 18



Photo: Ref 19

PLANTING REQUIREMENTS

Each property within Taza Park should have a softscape component that matches the program of the site. For commercial locations, parking lots should have planted islands with appropriate soil volume to interrupt large areas of hardscape. Residential units should incorporate planting as a screening and privacy feature, with consideration to a tapered approach with medium sized planting in the foreground to mitigate the feeling of a “green wall” for pedestrians adjacent. For those lots that do desire a lawn-like area, it is encouraged that nontraditional ground covers are used, such as fescues or low water sod alternatives to help with the reduced use of water for irrigation and extensive maintenance.

Planting palette and design should consider two important factors, respect of the natural character of the existing and previous plant communities of the area, and resilience to climate change. Drip irrigation is encourage.

A Taza Park planting plan should highlight and celebrate the plant communities that helped build the flourishing ecosystem found adjacent to the Weaselhead Flats. This means using species such as Trembling Aspen, and White Spruce as prominent trees in the landscape. Medium sized screening between properties can be achieved with Water Birch, Sandbar Willows, and Wolf Willows. Other fruit bearing shrubs can be used for year-round interest at a lower scale, this includes species such as Snowberry, Saskatoon Berry, and Silver Buffaloberry. For those who would like to enjoy a swath of colour in the summer months and selection of regionally appropriate wildflowers would that include Wild Bergamont, Silvery Lupine, Tall Larkspur, Meadow Blazingstar, Western White Clematis, Alpine Aster, and Showy Fleabane as a starting point.

Selecting the species mentioned is one important step to build a landscape that will be able to adapt to the pressures of climate change. While selecting supplemental plants to build off of the mentioned options take into account the region is currently in flux from a 3 a/b hardiness zone to a 4 hardiness zone.

Perhaps as important as what is recommended for the planting selection is what should not be planted on any sites within Taza Park. Because of its proximity to the unique condition that is Weaslehead Flats, it is important that the following invasive species are restricted from planting lists: Cotoneaster, Tatarian Honeysuckle, Creeping Bellflower, Purple Loosestrife, Yellow Clematis, Oxeye Daisy, Spotted Knapweed.



CHAPTER 5

SIGNAGE GUIDELINES





INTENT

The purpose of these signage guidelines is to provide general direction regarding the type and design of signs to be utilized at Taza Park. The guidelines will be administered by TDC. through the development review process.

Rules regarding signage outlined in the Taza Development Sign Law will apply. Applicants will require TDC approval of their comprehensive signage.

COMPREHENSIVE SIGNAGE

The Comprehensive Sign Plan will provide information on the future parcel's signage including the size, type, location, and number of signs. The design, placement and colour of the signs shall be coordinated with the architectural elements of the building and take into consideration the intent of the signage design guidelines discussed below. No permanent sign shall be placed on a parcel until a Comprehensive Sign Plan has been submitted and approved.

The Comprehensive Sign Plan shall consider:

- ◇ The conformance of the proposed sign(s) with the [Taza Development Signage Law](#).
- ◇ The conformance of the proposed sign(s) with the Signage Design Guidelines.
- ◇ The consistency of the plan with signs on adjoining parcels.



Photo: Ref 20



Photo: Ref 21

RESIDENTIAL SIGNAGE

LOCATION

Residential building identification signage should be illuminated indicating the street address in a discreet, graphic style. Signage should be closely related to the principal building entrance and generally placed in low wall elements. This signage could be freestanding on supports or embedded in a building or landscaping wall. Townhome developments do not require each unit number to be illuminated.

CONTEXT

The graphic content of a residential sign shall be limited to one or more of the following elements:

- ◇ project name;
- ◇ project logo; and
- ◇ street address number

COMMERCIAL RETAIL SIGNAGE

Commercial signage should add diversity and interest to retail streets. Blade signage is encouraged and should be mounted perpendicular to the retail frontage so that they are visible to pedestrians walking along the sidewalk to create a consistent aesthetic. Retail tenants will be able to utilize their brand logos and colors, hanging them on standard hardware that is consistent along the entire street. Signs should be clearly visible from a pedestrian's point of view and not so large that they are overbearing and dominate the streetscape.

NUMBER OF SIGNS

A maximum of one primary sign per 4 m of retail frontage is permitted per business.

FASCIA SIGNS

Fascia signs are permitted subject to the following:

- ◇ individual letter type only
- ◇ three-dimensional structure to letters
- ◇ maximum letter size 600 mm
- ◇ neon or halo-type rear illumination, or front illumination with billboard-type light fixtures
- ◇ back-lit, plastic fascia sign boxes are not permitted

AWNING SIGNS

Signs on awning drops are permitted subject to the following:

- ◇ maximum awning drop/skirt of 400 mm in depth
- ◇ painted or vinyl applied lettering, or incised lettering with applied backing
- ◇ no rear lighting is to be installed under awnings
- ◇ no signage or graphic material on any sloped, curved or vertical portion of an awning other than on a drop, as described above

HANGING SIGNS/PROJECTING SIGN

Hanging signs are permitted subject to the following:

- ◇ minimum clearance of 2.4 metres from grade
- ◇ maximum area of 0.5 square metres
- ◇ mounted within the frontage of the premises, or over, awnings and canopies
- ◇ Ground floor retail should include one blade sign to provide wayfinding at the pedestrian level.

WINDOW SIGNS

Window signs are permitted subject to the following:

- ◇ maximum area 0.5 square metres
- ◇ paper, cardboard, plastic or fabrics are not permitted for window sign construction with the exception of cut-out vinyl, surface-applied to inside of glazing
- ◇ no back-lit signs, displays, or product machines may be visible through store windows
- ◇ neon is acceptable when installed on the inside of glazing

BUILDING DIRECTORIES

Directories are permitted subject to the following:

- ◇ maximum area of 1.0 square metre
- ◇ located at the front entrance of building
- ◇ directories should take into consideration the community brand.

FREESTANDING SIGNAGE

All freestanding signs must be spaced a minimum of 20 m apart.

The maximum height of this sign is 2744 mm (9 ft).

A parcel may have a maximum of one sign per street frontage and must be located a minimum of 30 m apart from another freestanding sign located in an adjacent parcel.



SIGNAGE DESIGN

LIGHTING

Signs may incorporate front-lighting for their illumination and limited use of rear lighting provided it is restricted to:

- ◇ individually-incised, plastic or glass letters or symbols mounted in a solid, opaque sign face
- ◇ individual halo-lit lettering or symbols mounted on a solid, opaque background
- ◇ neon illuminated signs

MATERIALS

Exposed surfaces of signs may be constructed of any material with the exception of fibreglass, plywood and particle board.

COLOUR

Signage colour must be coordinated with the materials and colours of the building façade with which it is associated.

HEIGHT

Signs must be located no higher than the finished second floor level of a commercial building. Signs located over pedestrian areas or sidewalks shall have a minimum clearance of 2.4 m from grade

LETTERING

The maximum permitted lettering size on any sign is 450-600 mm. Symbols are encouraged depicting the nature of the business occupation in the premises.

CULTURAL EXPRESSION AND LANGUAGE

The inclusion of the Tsuut'ina language or other visual cultural expressions is encouraged where appropriate. Ensure there is size to accommodate multiple languages while remaining legible from an appropriate viewing distance. This initiative aims to promote the preservation and revitalization of the Tsuut'ina language, which is an important part of the cultural heritage of Tsuut'ina Nation. Applicants must seek advise from the Tsuut'ina Gunaha Institute to ensure accurate translation and appropriate usage of the language.

TEMPORARY SIGNAGE

A-BOARD SIGN

A-Board signs and wind signs are permitted within the community. Each of the two panels shall be no larger than 1 m². Please note, A-Board and wind signs must be secure, so they do not fall over. It is also imperative that the signage is maintained and checked regularly.



Should damage occur, the tenant is responsible to remove it from the site immediately and have it repaired or replaced.

FLAGS AND BANNERS

Flags and banners are only allowed on-site with prior permission and approval from TDC.

EXCLUSIONS

Commercial signage types that are not permitted include:

- ◇ pylon signs
- ◇ back-lit sign boxes
- ◇ billboards
- ◇ revolving signs*
- ◇ banners, pennants, bunting, flags (other than national, provincial, municipal flags), balloons or other gas-filled inflatable devices
- ◇ roof signs
- ◇ changeable, copy signs

*Revolving signs may be considered but are dependent on the discretion of the review team and rationale for the sign.

OFFICE SIGNAGE

Any office tenancy signage requests should be directed to TDC.

APPENDIX



Pre-Application Meeting Requirements

- Complete application form, signed by the owner
- Project Design Statement (refer to Taza Park Village Development Guidelines)
- Drawing(s)

Please send a PDF electronic copy on a memory stick and 1 hard copy delivered to the TDC office to the attention of the Design Director.

Should detail as much information as possible including:

- ◇ site dimensions
 - ◇ proposed and existing buildings
 - ◇ access
 - ◇ parking areas
 - ◇ treed areas
 - ◇ other relevant information
- Submit a 3D Model.
- Any additional information that may assist in providing feedback and expedite the forthcoming application

REFER TO THE PRE-APP CHECKLIST FOR COMPLETE REQUIREMENTS

<https://tda.tsuutina.com>

DP & SSP Application Requirements

DP FIRST SUBMISSION

SUPPORTING DOCUMENTS

- Signed Cover Letter
- Development Permit Application
- Design Statement
- Applicable Development Permit Checklist
- Development Permit Fee Calculation Form
- Statement of Conformance executed by the Consultant
- Site Servicing Plan Checklists

DRAWINGS

- Tentative Legal Plans of Survey
- Tentative Utility Right-of-Way Plan(s)
- One (1) digital copy of signed engineering, landscape and irrigation drawing sets
- One (1) digital copy of a Geotechnical Report
- One (1) digital copy of a Stormwater Management Model/Report and Drainage Studies including Stormwater
- One (1) digital copy of an Erosion & Sediment Control Report and Drawing Application
- Other pertinent items as deemed necessary by Tsuut'ina Nation Civic Services
- One (1) un-editable/printer-friendly electronic format of the entire Development Permit Application and supporting drawings and documentation

DP SECOND SUBMISSION

SUPPORTING DOCUMENTS

- Site Servicing Plan Checklists
- Design Statement (if revised)
- Statement of Conformance executed by the Consultant
- All revisions to existing applications for the Site Servicing Plan must include a cover letter prepared by the Consultant giving a description of the revisions

DRAWINGS

- Resubmission of any drawings, plans and reports as required
- One (1) digital copy of revised signed engineering, landscape and irrigation drawing sets
- One (1) un-editable/printer-friendly electronic format of the entire revised Development Permit Application and supporting drawings and documentation

FOR SECOND AND SUBSEQUENT SUBMISSIONS A FULL SET OF REVISED DRAWINGS SHOULD BE SUBMITTED

REFER TO THE DP CHECKLIST FOR COMPLETE REQUIREMENTS

<https://tda.tsuutina.com>



Architectural Guidelines Checklist

This checklist considers architectural guidelines for the Lot mentioned below and forms part of the Design Review process between TDC. and the Builder

Lot:

Builder:

Architecture	Lot Guidelines	TAZA Review	Resolution	Outstanding Items
Site Plan				
Height, FAR, Zoning				
Access points				
Edges				
Building orientation				
Building Expression				
Contemporary Modern				
Complement Local Context				
Building Façade Materials				
Base condition				
Upper storeys				
Detail elements				
Parking				
Parkade access (if applicable)				
Visitor parking				
Fencing type				
Landscaping				
Level of landscaping i.e. Edges				
Lighting				
Culture				
Library of elements				
Intial response to design statement				
Colour				
Sustainability				
New Buildings Single Family – Built Green (Gold or Platinum)				
New Buildings Multi-family – Built Green (Gold or Platinum) of LEED Gold				
Commercial Leed Gold				
Accessibility				

Built Green Certification Process

1

JOIN BUILT GREEN

Become a part of the local green building community and enjoy member benefits, including the ability to certify.

2

ENROLL PROJECT

Let Built Green know you're working on a project. When you enroll, the project will receive a project ID number, which is required by some jurisdictions for incentives.

3

HIRE VERIFIER

Approved third-party verifiers will help you navigate certification requirements, bolster credibility, and assist with models and testing.

4

With your verifier:

TRACK GREEN FEATURES

Document green strategies and features on the Built Green checklist.

5

With your verifier:

SAVE PERTINENT DOCUMENTATION

Back up your checklist claims with receipts, product specs, and an energy model. Your third-party verifier will help you with what you need.

6

With your verifier:

PHOTOGRAPH PERTINENT ITEMS

Built Green pays attention to not only the final product, but to the construction process as well. Verifiers will visit the project along the way to document this.

7

SIGN CHECKLIST

Your signature indicates that the project, to the best of your knowledge, includes everything claimed on the checklist.

8

VERIFIER SUBMITS CERTIFICATION PACKET

Your verifier will compile all of the necessary materials for Built Green's review.

9

BUILT GREEN REVIEWS DOCUMENTATION

Built Green then affirms everything in the packet is in order and that claimed action items have documentation proving they were taken. Expect about two weeks for project review.

10

CERTIFICATE AWARDED

Share this certificate with real estate agents and/or residents! It proves the project is indeed green.

<https://www.builtgreen.net/certification/#certificationprocess>



Recommended design elements to incorporate cultural expression

RAILINGS



Photo: Ref 22

BUILDING NUMBERS



Photo: Ref 23

LIGHTING

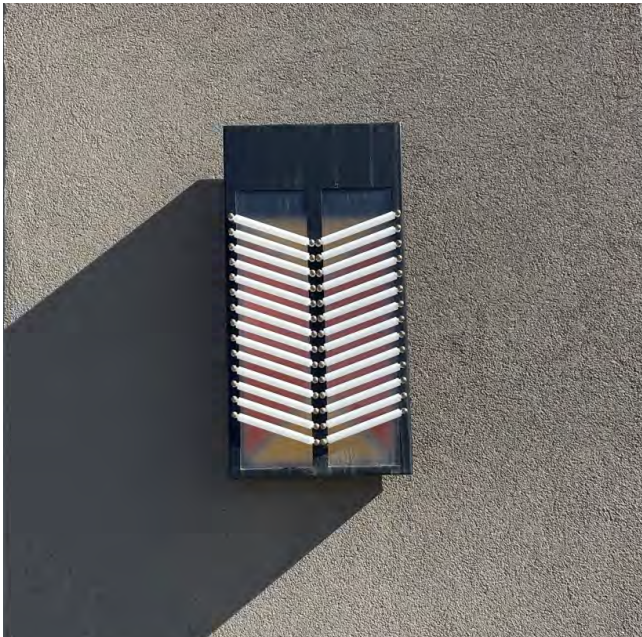


Photo: Ref 24

WALKWAYS

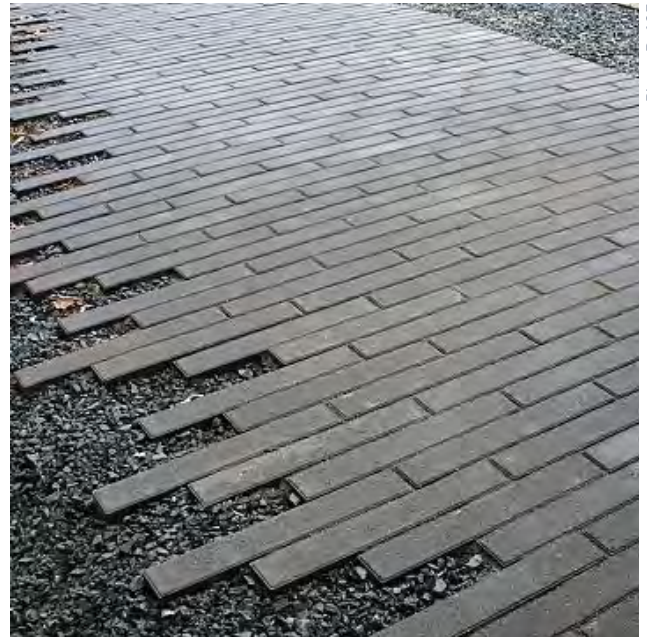


Photo: Ref 25

PERGOLAS



Photo: Ref 26

GATES



Photo: Ref 27

COURTYARD



Photo: Ref 28

WATER FEATURE



Photo: Ref 29



MURALS



Photo: Ref 30

DOORS



Photo: Ref 31

GARDEN



Photo: Ref 32

SCULPTURE



Photo: Ref 33

GAZEBO



Photo: Ref 34

COURTYARD ENTRY



Photo: Ref 35

ART

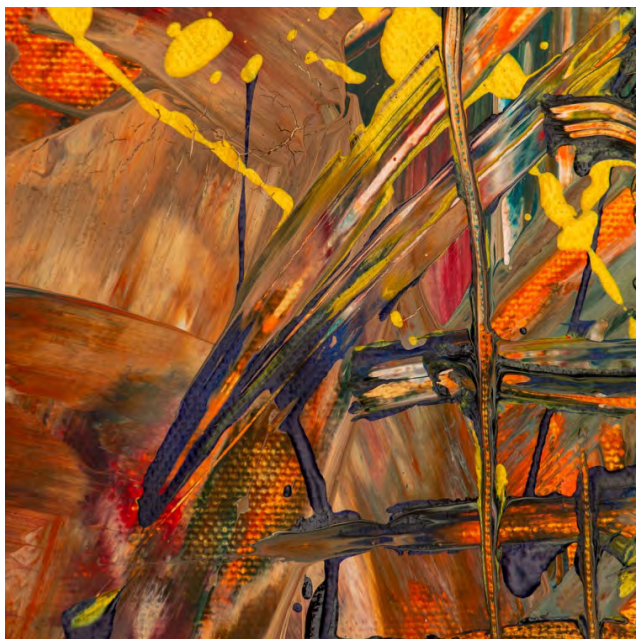


Photo: Ref 36

FLOOR SURFACE

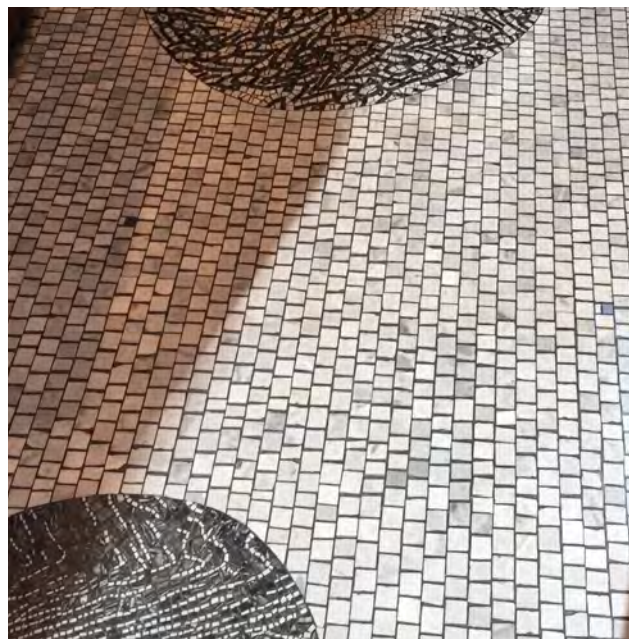


Photo: Ref 37



LOBBIES



Photo: Ref 38

DOORS



Photo: Ref 39

PHOTO CREDITS

Page 15

Photo: Ref 1

Rick McCharles

URL: <https://www.familyfuncanada.com/calgary/community-outdoor-skating-rinks/>

Page 23

Photo: Ref 2

URL: <https://nuvomagazine.com/magazine/winter-2017/cosimo-mammoliti>

Page 25

Photo: Ref 3

Chris Landry

URL: <https://www.avenuecalgary.com/shopping-style/shopping-in-calgary/henry-block-stores-restaurants-services/>

Page 25

Photo: Ref 4

Elkus Manfredi

URL: <https://media.alexandriava.gov/docs-archives/npdesignexcellencecriteriadraft.pdf>

Page 26

Photo: Ref 5

Photo: Dave Vornberger

Project: Brodecky

Firm: Atlas Architects

URL: <https://www.futuristarchitecture.com/59317-brodecky-a-new-double-story-residence-with-strong-living-zone-and-easy-ground-floor-access.html>

Photo: Ref 6

Project: 111 LEROY STREET

Firm: Workshop/APD

URL: <https://www.workshopapd.com/projects/development/view/111-leroy-street/>

Page 27

Photo: Ref 7

Title: Board formed concrete wall.

URL: <https://asiri-designs.com/resources-1/f/design-considerations-for-building-in-the-columbia-river-gorge>

Photo: Ref 8

Title: Yusuhara Wooden Bridge Museum

Firm: Kengo Kuma and Associates

URL: <https://architizer.com/blog/product-guides/product-guide/glulam/>

Page 28

Photo: Ref 9

Project: Cherry Creek North

Firm: Design Workshop

URL: <https://www.designworkshop.com/projects/cherry-creek-north.html>

Page 29

Photo: Ref 10

Title: Sir Wilfrid Laurier Park Company: Earth Scape

URL: <https://www.earthscapeplay.com/project/sir-wilfrid-laurier-park-edmonton-coyote-playground/>

Photo: Ref 11

Title: Horizontal Fence

URL: <https://sgrebuild.com/horizontal/>

Page 30

Photo: Ref 12

Firm: 2 Form Architecture

URL: <https://www.2-form.com/MULTI-FAMILY/The-Solstice/1>

Page 35

Photo: Ref 13

Title: Wolf willow

Photo: Flowery Prose

URL: <https://floweryprose.com/2013/06/29/wolf-willow/>

Page 26

Photo: Ref 14

Firm: Civitas and W Architecture

Photo: Colin Way

URL: <https://civitasinc.com/project/st-patricks-island/>

Photo: Ref 15

Date: March 2018

URL: <https://www.property.com.au/vic/footscray-3011/hocking-st/24-pid-10777278/#mediaGallery>

Page 39

Photo: Ref 16

Photo: Kim Cornelison

URL: <https://www.bhg.com/home-improvement/outdoor/fences/before-you-build-a-fence/>

Photo: Ref 17

Company: Harwell Fencing & Gates

URL: <https://www.harwelldesign.com/modern-wood-fence-gate>

Photo: Ref 18

Title: Custom Built Wood Fencing

URL: <http://www.clarkkentcreations.com/wood-fences.html>

Photo: Ref 19

Company: Armour Guard Fence

URL: <https://www.armourguardfence.ca/1x4-horizontal-click>

Page 42

Photo: Ref 20

Title: Garrison Blvd SW, Calgary, AB T2T 6N1

URL: <https://www.royalpage.ca/en/property/alberta/calgary/2-1538-34-avenue-sw/22143693/mlsa2134727/>

Photo: Ref 21

Title: Residential Multi-Family

Project Architect: Michael Ruble

Architect of Record: ROCCHETTA A:DB, LLC

URL: <http://rochetta-adb.com/portfolio/158-ridge/>

Page 50

Photo: Ref 22

Title: Corten Steel Bridge with Criss-Crossed Designed Guardrail

Company: GneeGarden

URL: <https://www.gneegarden.com/corten-steel-bridge-with-criss-crossed-designed-guardrail/>

Photo: Ref 23

Title: Custom house number

Company: The Moda Industria Design

URL: modaindustria.com

Photo: Ref 24

The Shops at Buffalo Run Light Fixture

Author: Unknown

Photo: Ref 25

Title: Paver and Walkways

URL: <https://www.hometalk.com/posts/pavers-and-walkways-496046>

Page 51

Photo: Ref 26

Author: Real Cedar

URL: <https://www.thisoldhouse.com/yards/21019065/10-cedar-projects-to-enhance-your-outdoor-space>

Photo: Ref 27

Artist: David Freedman

URL: <https://dcfreedman.wixsite.com/millforge/gates>

Photo: Ref 28

Project: Woodforest

Developer: Johnson Development Corporation

URL: <https://structura.com/news/keeping-the-fun-going-after-dark-in-texas-with-structuras-aura>

Photo: Ref 29

Title: Corten Steel Water Bowls

URL: <https://www.allotment-garden.org/store/equipment/corten-steel-water-bowls>

Page 52

Photo: Ref 30

Title: Street Art in Sao Paulo, Brazil

URL: <https://streetartutopia.com/2015/03/26/street-art-in-sao-paulo-brazil/street-art-in-sao-paulo-brazil-2-4737/>

Photo: Ref 31

Photo: Judith MacDougall

Photo: Ref 32

Unknown

Photo: Ref 33

Arizona, USA

Photo: Judith MacDougall

Page 53

Photo: Ref 34 & 35

Arizona, USA

Photo: Judith MacDougall

Photo: Ref 36

Author: Steve Johnson

URL: https://unsplash.com/photos/yellow-and-brown-wooden-sticks-6Lts_7-0Y

Photo: Ref 37

Toronto, Canada

Photo: Judith MacDougall

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Photo: Ref 38

Scottsdale Museum of Contemporary Art, Arizona, USA

Photo: Judith MacDougall

Photo: Ref 39

Title: Pivot Timber Entrance

URL: <https://mccoymart.com/door-designs/>

UPDATE

Schedule J – Development Marketing Guidelines

CHAPTER 4

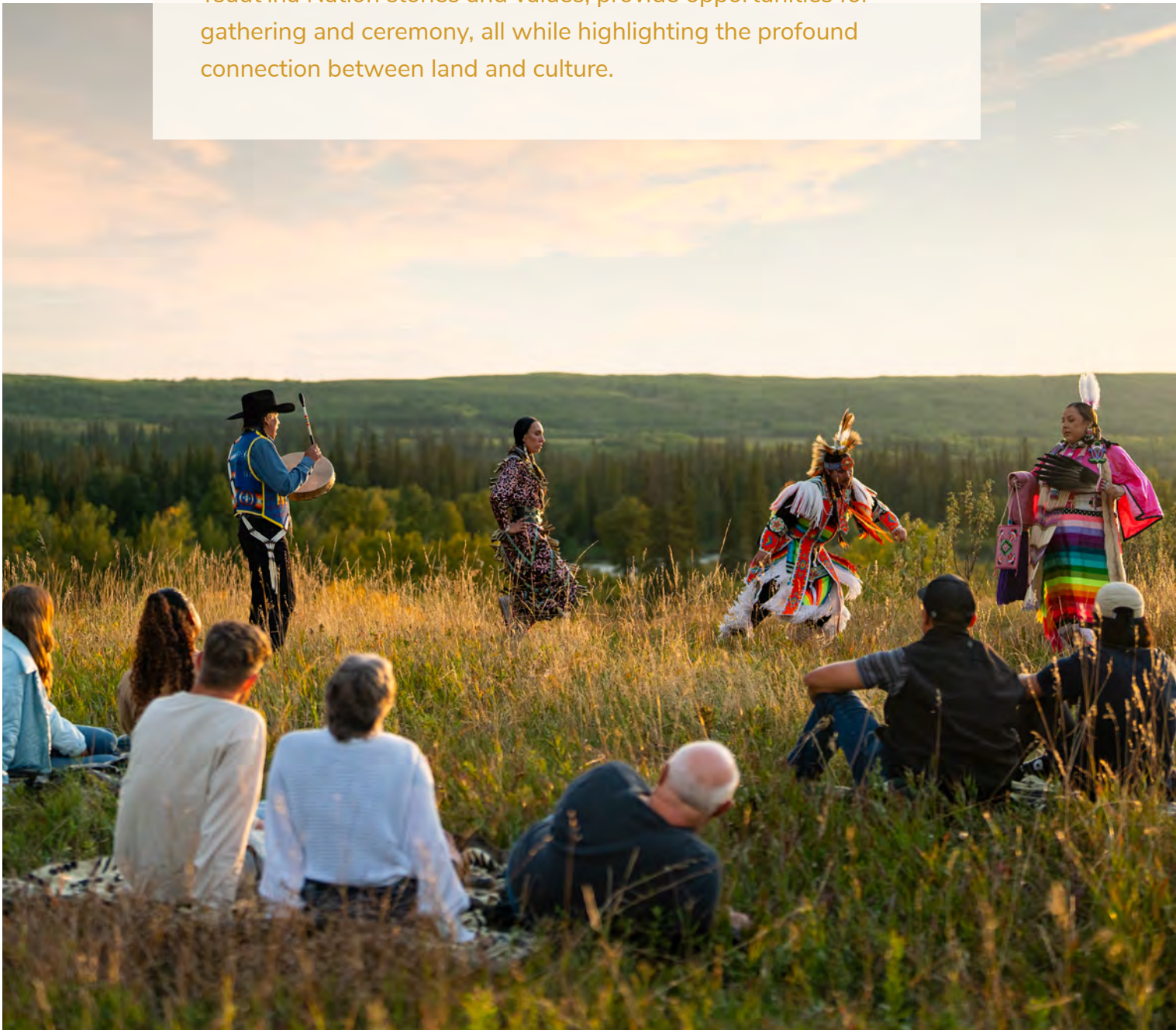
**LANDSCAPE
GUIDELINES**





Part 1: Intent

The landscape of the Taza Park neighbourhood will weave together parks, open spaces, semi-public, and private landscapes into a network of connected, green spaces that welcome people and respect the past, present and future of the Tsut'ina Nation. The landscape expression will communicate Tsut'ina Nation stories and values, provide opportunities for gathering and ceremony, all while highlighting the profound connection between land and culture.



Part 2: General Landscape Character

The following landscape character shall apply to the Taza Park neighbourhood:

1. Landscape elements, including landforms should reflect the existing natural context. Respect for the cultural and traditional relationships between the Tsuut'ina Nation and the land shall take the highest priority.
 2. Use regional vegetation and creative site design to maintain or establish ecological corridors for the continuation of natural systems in the area.
 3. Crime Prevention Through Environmental Design (CPTED) principles should be used throughout the landscapes and public realm.
 4. Accessibility and Universal Design principles shall be used throughout all landscape within developed spaces.
 5. A range of surface paving materials, textures, and colours should be integrated to help differentiate spatial types and usage. The selection of surface paving materials should specify low-albedo materials that will reduce the Heat Island Effect.
 6. Recycled and reclaimed materials such as recycled hardwoods, reclaimed stone and metal, and concrete that contains Portland-limestone cement (PLC) may be incorporated into the section of surface and paving materials for site-specific landscaping.
 7. Surface and paving materials selection should strongly consider maintenance and durability of the material.
 8. Planting design should contribute to the overall natural character of the development by providing visual interests along streets, reinforcing defined edges, screen parking areas, complement adjacent buildings and open spaces, and unify private and public realm areas.
 9. Planting can be used as a method to delineate pedestrian and vehicular areas and should be used as a buffer between zones to promote safety and absorb contaminants from vehicular traffic. Line streets with bioswales and infiltration trenches where feasible.
 10. Street trees should be correctly sized and scaled to adjacent buildings and open spaces and provide sufficient clearance to allow for unobstructed movement and views between all modes of travel.
 11. Street trees shall be provided with adequate soil volume, 15 m3 for contiguous tree planting, 30m3 for individual trees.
 12. Reduce the amount of potable water used to irrigate the landscape through the selection of drought tolerant plants and the capturing of rainwater for irrigation.
- ◇ Meet the requirements expected by developers.



Photo: Ref 13





REGIONAL CONTEXT

Situated at the edge of the Rocky Mountains, and overlooking the banks of the Elbow River, the Taza Park neighborhood is situated in a rich ecological region. These adjacencies will inspire the site design, framing views, informing pedestrian and cycling connections. These regional influences of watercourse and transitional planting communities will guide the form and design of the neighbourhood.

IDENTITY

Taza Park shall have an identifiable material palette and pattern language unifying the neighborhood. Pedestrian routes will feature details that act as wayfinding elements - when possible, the materials themselves will tie into regional significance. The planting palette will be comprised of regionally suited plants and represent diverse communities of planting that are not mono-cultures.

SAFETY AND SECURITY

The comfort of residents and visitors to the Taza Park neighborhood will be at the forefront of final design decisions. Adhering to CPTED principles, the development and furnishing of pedestrian routes will provide safe and secure pathways that will be comfortable to use throughout the seasons. Pedestrian networks will maintain clear sight-lines and have an intuitive design, with no dead-ends. For residents of the neighbourhood, ground floor access and patios will activate “eyes on the street” while establishing clear private areas with planting and low walls.



Photo: Ref 14



Photo: Ref 15

Part 3: Public Realm Interface

RESIDENTIAL SETBACKS

Building setbacks, where required, on residential private property should be landscaped. In the case of residential units at street-level, the following criteria should be considered:

- ◇ Low ground planting or mowed grass strip should be planted immediately adjacent to sidewalk, such that no plant material encroaches onto walkways.
- ◇ Slope and/or terrace setback areas where possible, such that private outdoor spaces are nominally higher than the adjacent sidewalk or public realm.
- ◇ Low walls, combined with 'layered' planting rows and/or hedges should be employed to enhance the streetscape experience and define the private outdoor areas.
- ◇ Walls (including retaining walls) should not exceed 24" (600 mm) and should be faced with materials matching adjacent buildings or of high quality architectural cast in place concrete finish. Precast concrete unit retaining walls should not be considered. Concrete block retaining walls are prohibited.
- ◇ A mix of evergreen shrubs and deciduous hedge planting should be used to screen private patios and outdoor spaces from each other, while providing seasonal variety. A maximum height of hedge from patio level should not exceed 5 feet or 1500 mm. Greater visibility through the use of lower growing plants should be provided between the patios and the street.

SETBACKS ON RETAIL CORRIDORS

The building setbacks along the retail corridor are established in the Landuse Plan. The following should be considered:

- ◇ The adjacent streetscape character should be considered when selecting the hard and soft materials within the setback. The setbacks are important to support spill out activity from adjacent retail units.
- ◇ Increased pedestrian flow will likely result in focused planting areas, with plant species and sizes selected in consideration of Crime Prevention through Environmental Design (CPTED) principles.
- ◇ A variety of quality, well placed site furnishings should be provided, such as benches, bike racks and light fixtures.
- ◇ Permanent weather protection should also be considered, such as canopies or awnings attached to building faces.
- ◇ Street trees when selected shall have an overarching form that brings additional thermal comfort and shade from its canopy.

SITE RE-GRADING

In many locations re-grading of the site to meet street construction grades and underground parking structures will result in changes from the existing topography. These variations should be taken up with planted berming or terraced landscaping utilizing brick or concrete retaining walls with planting.

SIDEYARD PRIVACY

Where developments have units with windows or outdoor patios facing a sideyard, privacy should be enhanced through the use of fences or hedges with a maximum height of 1.8 m. The design of all privacy fences are to be integrated with the building architecture.

PRIVACY AND OVERLOOK

- ◇ Landscape elements should be designed to preserve privacy of units and individual outdoor spaces.
- ◇ Views from windows of surrounding buildings should be provided into the semi-private open spaces, especially to areas designed for children's play.
- ◇ When locating outdoor amenities, such as seating areas, outdoor eating and/or BBQ areas, it is important to site them in the shared semi-private areas to minimize potential conflicts between users of the space and nearby residential units.

SEMI-PRIVATE FUNCTIONAL OUTDOOR AREAS

Opportunities to incorporate semi-private 'shared' open spaces within the residential parcels can be realized in a number locations and with a variety of spatial sizes and functions. The most physically and visually accessible areas would be directly above the parking structure, in the interior courtyard area and directly accessed from the first (ground) floor of the surrounding development. Other possible locations would be within the street setback in association with the entry sequence to lobby or indoor amenity room. And the final location would be on the higher roof terraces in combination with possible green-roof systems.



What all of these spaces have in common is their role in providing outdoor areas that promote social interactions with neighbours and community members, and with each of these locations, particular criteria and objectives need to be considered:

- ◇ Shared outdoor areas should be programmed for use by residents and to promote social interaction among neighbours. Opportunities for small children's play, seating, and outdoor eating or BBQ areas should be considered.
- ◇ Consideration towards providing adequate growing medium depths and appropriately designed and installed building envelopes/roof membrane systems to achieve lush and healthy plantings to establish and thrive over the life of the building.
- ◇ Sustainable landscape opportunities should be incorporated including communal gardening areas with composting, shared tool storage and water/hose bib access.
- ◇ Both sunny and shaded areas could be provided, with arbours or trellis structures that create shade. Such structures also reduce the overlook issue from surrounding residential units.
- ◇ Outdoor amenity areas should have direct association with indoor amenity spaces wherever possible.



Part 4: Private Outdoor Spaces

PATIOS

Private outdoor patios for ground floor units should be large enough to permit patio gardening and use of table and chairs. Private patios should be buffered through changes in elevation, hedges, low walls, or other measures.

VISUAL BUFFERING

Landscape elements should be used to provide visual buffers:

- ◇ Trees should be planted between units for visual privacy.
- ◇ Plant material, berms, and hard landscape elements should be used to screen views to service areas, surface parking, parking structures, and utility boxes.
- ◇ Plant material should be selected to achieve a mature scale that will limit future view impacts.
- ◇ A mix of evergreen shrubs and deciduous hedge planting and small trees should be used to provide privacy for patios and outdoor spaces. Maximum height of hedges, measured from patio level should not exceed 1.5 m.

FENCE TYPES

Fencing should be of interest visually. Wood slat fences are supported. Fences should be a minimum of 1.2m and no higher than 1.8 m. Maintained planting should accompany the fence on the public realm side. Ensure the Nation/TDA has the right to upkeep and maintain fences.



Photo: Ref 16



Photo: Ref 17



Photo: Ref 18



Photo: Ref 19

PLANTING REQUIREMENTS

Each property within Taza Park should have a softscape component that matches the program of the site. For commercial locations, parking lots should have planted islands with appropriate soil volume to interrupt large areas of hardscape. Residential units should incorporate planting as a screening and privacy feature, with consideration to a tapered approach with medium sized planting in the foreground to mitigate the feeling of a “green wall” for pedestrians adjacent. For those lots that do desire a lawn-like area, it is encouraged that nontraditional ground covers are used, such a fescues or low water sod alternatives to help with the reduced use of water for irrigation and extensive maintenance.

Planting palette and design should consider two important factors, respect of the natural character of the existing and previous plant communities of the area, and resilience to climate change. Drip irrigation is encourage.

A Taza Park planting plan should highlight and celebrate the plant communities that helped build the flourishing ecosystem found adjacent to the Weaselhead Flats. This means using species such as Trembling Aspen, and White Spruce as prominent trees in the landscape. Medium sized screening between properties can be achieved with Water Birch, Sandbar Willows, and Wolf Willows. Other fruit bearing shrubs can be used for year-round interest at a lower scale, this includes species such as Snowberry, Saskatoon Berry, and Silver Buffaloberry. For those who would like to enjoy a swath of colour in the summer months and selection of regionally appropriate wildflowers would that include Wild Bergamont, Silvery Lupine, Tall Larkspur, Meadow Blazingstar, Western White Clematis, Alpine Aster, and Showy Fleabane as a starting point.

Selecting the species mentioned is one important step to build a landscape that will be able to adapt to the pressures of climate change. While selecting supplemental plants to build off of the mentioned options take into account the region is currently in flux from a 3 a/b hardiness zone to a 4 hardiness zone.

Perhaps as important as what is recommended for the planting selection is what should not be planted on any sites within Taza Park. Because of its proximity to the unique condition that is Weaslehead Flats, it is important that the following invasive species are restricted from planting lists: Cotoneaster, Tatarian Honeysuckle, Creeping Bellflower, Purple Loosestrife, Yellow Clematis, Oxeye Daisy, Spotted Knapweed.



CHAPTER 5

SIGNAGE GUIDELINES





INTENT

The purpose of these signage guidelines is to provide general direction regarding the type and design of signs to be utilized at Taza Park. The guidelines will be administered by TDC. through the development review process.

Rules regarding signage outlined in the Taza Development Sign Law will apply. Applicants will require TDC approval of their comprehensive signage.

COMPREHENSIVE SIGNAGE

The Comprehensive Sign Plan will provide information on the future parcel's signage including the size, type, location, and number of signs. The design, placement and colour of the signs shall be coordinated with the architectural elements of the building and take into consideration the intent of the signage design guidelines discussed below. No permanent sign shall be placed on a parcel until a Comprehensive Sign Plan has been submitted and approved.

The Comprehensive Sign Plan shall consider:

- ◇ The conformance of the proposed sign(s) with the [Taza Development Signage Law](#).
- ◇ The conformance of the proposed sign(s) with the Signage Design Guidelines.
- ◇ The consistency of the plan with signs on adjoining parcels.



Photo: Ref 20



Photo: Ref 21

RESIDENTIAL SIGNAGE

LOCATION

Residential building identification signage should be illuminated indicating the street address in a discreet, graphic style. Signage should be closely related to the principal building entrance and generally placed in low wall elements. This signage could be freestanding on supports or embedded in a building or landscaping wall. Townhome developments do not require each unit number to be illuminated.

CONTEXT

The graphic content of a residential sign shall be limited to one or more of the following elements:

- ◇ project name;
- ◇ project logo; and
- ◇ street address number

COMMERCIAL RETAIL SIGNAGE

Commercial signage should add diversity and interest to retail streets. Blade signage is encouraged and should be mounted perpendicular to the retail frontage so that they are visible to pedestrians walking along the sidewalk to create a consistent aesthetic. Retail tenants will be able to utilize their brand logos and colors, hanging them on standard hardware that is consistent along the entire street. Signs should be clearly visible from a pedestrian's point of view and not so large that they are overbearing and dominate the streetscape.

NUMBER OF SIGNS

A maximum of one primary sign per 4 m of retail frontage is permitted per business.

FASCIA SIGNS

Fascia signs are permitted subject to the following:

- ◇ individual letter type only
- ◇ three-dimensional structure to letters
- ◇ maximum letter size 600 mm
- ◇ neon or halo-type rear illumination, or front illumination with billboard-type light fixtures
- ◇ back-lit, plastic fascia sign boxes are not permitted

AWNING SIGNS

Signs on awning drops are permitted subject to the following:

- ◇ maximum awning drop/skirt of 400 mm in depth
- ◇ painted or vinyl applied lettering, or incised lettering with applied backing
- ◇ no rear lighting is to be installed under awnings
- ◇ no signage or graphic material on any sloped, curved or vertical portion of an awning other than on a drop, as described above

HANGING SIGNS/PROJECTING SIGN

Hanging signs are permitted subject to the following:

- ◇ minimum clearance of 2.4 metres from grade
- ◇ maximum area of 0.5 square metres
- ◇ mounted within the frontage of the premises, or over, awnings and canopies
- ◇ Ground floor retail should include one blade sign to provide wayfinding at the pedestrian level.

WINDOW SIGNS

Window signs are permitted subject to the following:

- ◇ maximum area 0.5 square metres
- ◇ paper, cardboard, plastic or fabrics are not permitted for window sign construction with the exception of cut-out vinyl, surface-applied to inside of glazing
- ◇ no back-lit signs, displays, or product machines may be visible through store windows
- ◇ neon is acceptable when installed on the inside of glazing

BUILDING DIRECTORIES

Directories are permitted subject to the following:

- ◇ maximum area of 1.0 square metre
- ◇ located at the front entrance of building
- ◇ directories should take into consideration the community brand.

FREESTANDING SIGNAGE

All freestanding signs must be spaced a minimum of 20 m apart.

The maximum height of this sign is 2744 mm (9 ft).

A parcel may have a maximum of one sign per street frontage and must be located a minimum of 30 m apart from another freestanding sign located in an adjacent parcel.



SIGNAGE DESIGN

LIGHTING

Signs may incorporate front-lighting for their illumination and limited use of rear lighting provided it is restricted to:

- ◇ individually-incised, plastic or glass letters or symbols mounted in a solid, opaque sign face
- ◇ individual halo-lit lettering or symbols mounted on a solid, opaque background
- ◇ neon illuminated signs

MATERIALS

Exposed surfaces of signs may be constructed of any material with the exception of fibreglass, plywood and particle board.

COLOUR

Signage colour must be coordinated with the materials and colours of the building façade with which it is associated.

HEIGHT

Signs must be located no higher than the finished second floor level of a commercial building. Signs located over pedestrian areas or sidewalks shall have a minimum clearance of 2.4 m from grade

LETTERING

The maximum permitted lettering size on any sign is 450-600 mm. Symbols are encouraged depicting the nature of the business occupation in the premises.

CULTURAL EXPRESSION AND LANGUAGE

The inclusion of the Tsuut'ina language or other visual cultural expressions is encouraged where appropriate. Ensure there is size to accommodate multiple languages while remaining legible from an appropriate viewing distance. This initiative aims to promote the preservation and revitalization of the Tsuut'ina language, which is an important part of the cultural heritage of Tsuut'ina Nation. Applicants must seek advise from the Tsuut'ina Gunaha Institute to ensure accurate translation and appropriate usage of the language.

TEMPORARY SIGNAGE

A-BOARD SIGN

A-Board signs and wind signs are permitted within the community. Each of the two panels shall be no larger than 1 m². Please note, A-Board and wind signs must be secure, so they do not fall over. It is also imperative that the signage is maintained and checked regularly.



Should damage occur, the tenant is responsible to remove it from the site immediately and have it repaired or replaced.

FLAGS AND BANNERS

Flags and banners are only allowed on-site with prior permission and approval from TDC.

EXCLUSIONS

Commercial signage types that are not permitted include:

- ◇ pylon signs
- ◇ back-lit sign boxes
- ◇ billboards
- ◇ revolving signs*
- ◇ banners, pennants, bunting, flags (other than national, provincial, municipal flags), balloons or other gas-filled inflatable devices
- ◇ roof signs
- ◇ changeable, copy signs

*Revolving signs may be considered but are dependent on the discretion of the review team and rationale for the sign.

OFFICE SIGNAGE

Any office tenancy signage requests should be directed to TDC.

APPENDIX



Pre-Application Meeting Requirements

- Complete application form, signed by the owner
- Project Design Statement (refer to Taza Park Village Development Guidelines)
- Drawing(s)

Please send a PDF electronic copy on a memory stick and 1 hard copy delivered to the TDC office to the attention of the Design Director.

Should detail as much information as possible including:

- ◇ site dimensions
 - ◇ proposed and existing buildings
 - ◇ access
 - ◇ parking areas
 - ◇ treed areas
 - ◇ other relevant information
- Submit a 3D Model.
- Any additional information that may assist in providing feedback and expedite the forthcoming application

REFER TO THE PRE-APP CHECKLIST FOR COMPLETE REQUIREMENTS

<https://tda.tsuutina.com>

DP & SSP Application Requirements

DP FIRST SUBMISSION

SUPPORTING DOCUMENTS

- Signed Cover Letter
- Development Permit Application
- Design Statement
- Applicable Development Permit Checklist
- Development Permit Fee Calculation Form
- Statement of Conformance executed by the Consultant
- Site Servicing Plan Checklists

DRAWINGS

- Tentative Legal Plans of Survey
- Tentative Utility Right-of-Way Plan(s)
- One (1) digital copy of signed engineering, landscape and irrigation drawing sets
- One (1) digital copy of a Geotechnical Report
- One (1) digital copy of a Stormwater Management Model/Report and Drainage Studies including Stormwater
- One (1) digital copy of an Erosion & Sediment Control Report and Drawing Application
- Other pertinent items as deemed necessary by Tsuut'ina Nation Civic Services
- One (1) un-editable/printer-friendly electronic format of the entire Development Permit Application and supporting drawings and documentation

DP SECOND SUBMISSION

SUPPORTING DOCUMENTS

- Site Servicing Plan Checklists
- Design Statement (if revised)
- Statement of Conformance executed by the Consultant
- All revisions to existing applications for the Site Servicing Plan must include a cover letter prepared by the Consultant giving a description of the revisions

DRAWINGS

- Resubmission of any drawings, plans and reports as required
- One (1) digital copy of revised signed engineering, landscape and irrigation drawing sets
- One (1) un-editable/printer-friendly electronic format of the entire revised Development Permit Application and supporting drawings and documentation

FOR SECOND AND SUBSEQUENT SUBMISSIONS A FULL SET OF REVISED DRAWINGS SHOULD BE SUBMITTED

REFER TO THE DP CHECKLIST FOR COMPLETE REQUIREMENTS

<https://tda.tsuutina.com>



Architectural Guidelines Checklist

This checklist considers architectural guidelines for the Lot mentioned below and forms part of the Design Review process between TDC. and the Builder

Lot:

Builder:

Architecture	Lot Guidelines	TAZA Review	Resolution	Outstanding Items
Site Plan				
Height, FAR, Zoning				
Access points				
Edges				
Building orientation				
Building Expression				
Contemporary Modern				
Complement Local Context				
Building Façade Materials				
Base condition				
Upper storeys				
Detail elements				
Parking				
Parkade access (if applicable)				
Visitor parking				
Fencing type				
Landscaping				
Level of landscaping i.e. Edges				
Lighting				
Culture				
Library of elements				
Intial response to design statement				
Colour				
Sustainability				
New Buildings Single Family – Built Green (Gold or Platinum)				
New Buildings Multi-family – Built Green (Gold or Platinum) of LEED Gold				
Commercial Leed Gold				
Accessibility				

Built Green Certification Process

1

JOIN BUILT GREEN

Become a part of the local green building community and enjoy member benefits, including the ability to certify.

2

ENROLL PROJECT

Let Built Green know you're working on a project. When you enroll, the project will receive a project ID number, which is required by some jurisdictions for incentives.

3

HIRE VERIFIER

Approved third-party verifiers will help you navigate certification requirements, bolster credibility, and assist with models and testing.

4

With your verifier:

TRACK GREEN FEATURES

Document green strategies and features on the Built Green checklist.

5

With your verifier:

SAVE PERTINENT DOCUMENTATION

Back up your checklist claims with receipts, product specs, and an energy model. Your third-party verifier will help you with what you need.

6

With your verifier:

PHOTOGRAPH PERTINENT ITEMS

Built Green pays attention to not only the final product, but to the construction process as well. Verifiers will visit the project along the way to document this.

7

SIGN CHECKLIST

Your signature indicates that the project, to the best of your knowledge, includes everything claimed on the checklist.

8

VERIFIER SUBMITS CERTIFICATION PACKET

Your verifier will compile all of the necessary materials for Built Green's review.

9

BUILT GREEN REVIEWS DOCUMENTATION

Built Green then affirms everything in the packet is in order and that claimed action items have documentation proving they were taken. Expect about two weeks for project review.

10

CERTIFICATE AWARDED

Share this certificate with real estate agents and/or residents! It proves the project is indeed green.

<https://www.builtgreen.net/certification/#certificationprocess>



Recommended design elements to incorporate cultural expression

RAILINGS



Photo: Ref 22

BUILDING NUMBERS



Photo: Ref 23

LIGHTING

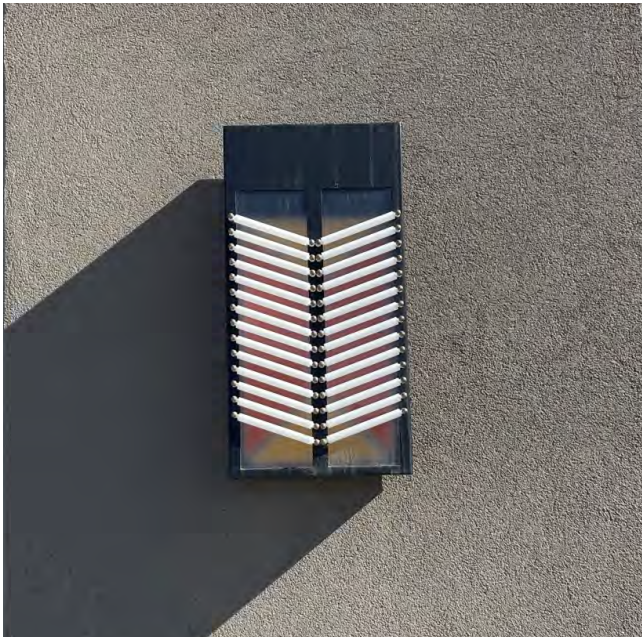


Photo: Ref 24

WALKWAYS

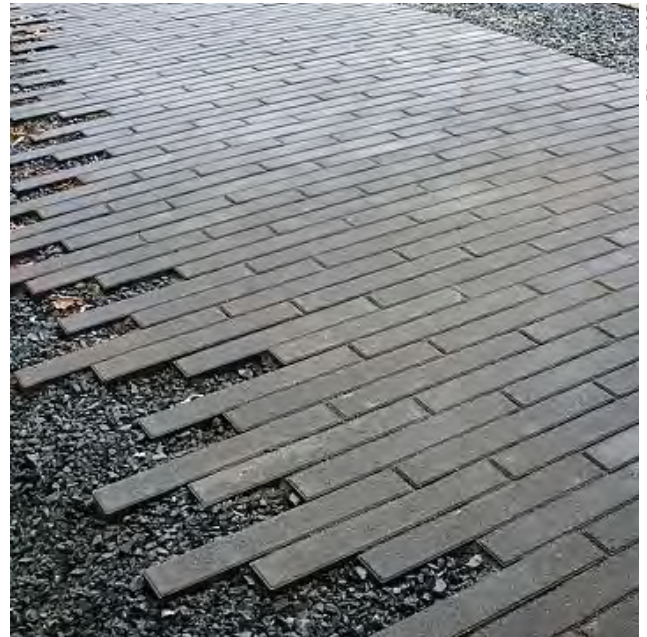


Photo: Ref 25

PERGOLAS



Photo: Ref 26

GATES



Photo: Ref 27

COURTYARD



Photo: Ref 28

WATER FEATURE



Photo: Ref 29



MURALS



Photo: Ref 30

DOORS



Photo: Ref 31

GARDEN



Photo: Ref 32

SCULPTURE



Photo: Ref 33

GAZEBO



Photo: Ref 34

COURTYARD ENTRY



Photo: Ref 35

ART

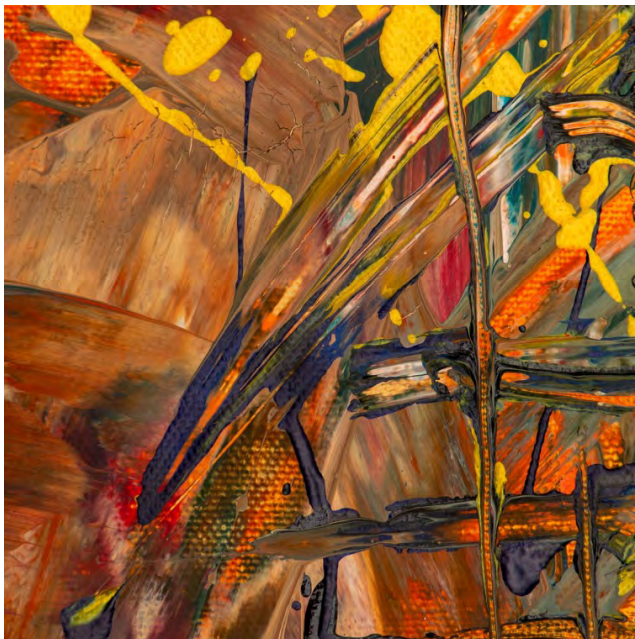


Photo: Ref 36

FLOOR SURFACE

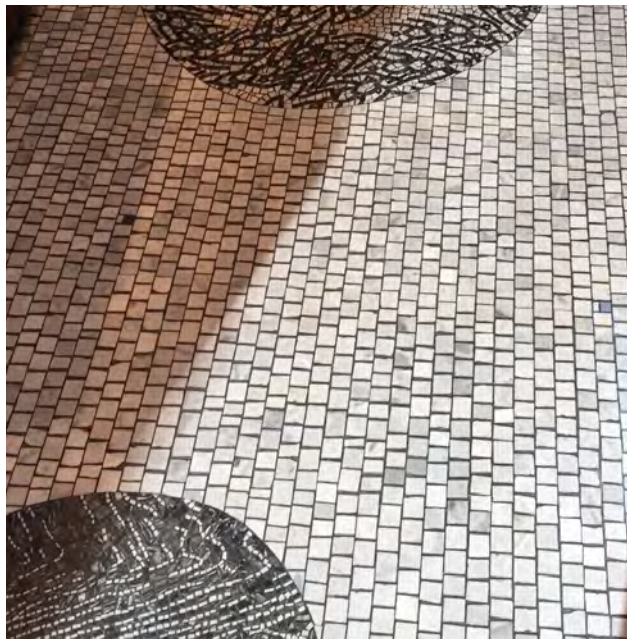


Photo: Ref 37



LOBBIES



Photo: Ref 38

DOORS



Photo: Ref 39

PHOTO CREDITS

Page 15

Photo: Ref 1

Rick McCharles

URL: <https://www.familyfuncanada.com/calgary/community-outdoor-skating-rinks/>

Page 23

Photo: Ref 2

URL: <https://nuvomagazine.com/magazine/winter-2017/cosimo-mammoliti>

Page 25

Photo: Ref 3

Chris Landry

URL: <https://www.avenuecalgary.com/shopping-style/shopping-in-calgary/henry-block-stores-restaurants-services/>

Page 25

Photo: Ref 4

Elkus Manfredi

URL: <https://media.alexandriava.gov/docs-archives/npdesignexcellencecriteriadraft.pdf>

Page 26

Photo: Ref 5

Photo: Dave Vornberger

Project: Brodecky

Firm: Atlas Architects

URL: <https://www.futuristarchitecture.com/59317-brodecky-a-new-double-story-residence-with-strong-living-zone-and-easy-ground-floor-access.html>

Photo: Ref 6

Project: 111 LEROY STREET

Firm: Workshop/APD

URL: <https://www.workshopapd.com/projects/development/view/111-leroy-street/>

Page 27

Photo: Ref 7

Title: Board formed concrete wall.

URL: <https://asiri-designs.com/resources-1/f/design-considerations-for-building-in-the-columbia-river-gorge>

Photo: Ref 8

Title: Yusuhara Wooden Bridge Museum

Firm: Kengo Kuma and Associates

URL: <https://architizer.com/blog/product-guides/product-guide/glulam/>

Page 28

Photo: Ref 9

Project: Cherry Creek North

Firm: Design Workshop

URL: <https://www.designworkshop.com/projects/cherry-creek-north.html>

Page 29

Photo: Ref 10

Title: Sir Wilfrid Laurier Park Company: Earth Scape

URL: <https://www.earthscapeplay.com/project/sir-wilfrid-laurier-park-edmonton-coyote-playground/>

Photo: Ref 11

Title: Horizontal Fence

URL: <https://sgrebuild.com/horizontal/>

Page 30

Photo: Ref 12

Firm: 2 Form Architecture

URL: <https://www.2-form.com/MULTI-FAMILY/The-Solstice/1>

Page 35

Photo: Ref 13

Title: Wolf willow

Photo: Flowery Prose

URL: <https://floweryprose.com/2013/06/29/wolf-willow/>

Page 26

Photo: Ref 14

Firm: Civitas and W Architecture

Photo: Colin Way

URL: <https://civitasinc.com/project/st-patricks-island/>

Photo: Ref 15

Date: March 2018

URL: <https://www.property.com.au/vic/footscray-3011/hocking-st/24-pid-10777278/#mediaGallery>

Page 39

Photo: Ref 16

Photo: Kim Cornelison

URL: <https://www.bhg.com/home-improvement/outdoor/fences/before-you-build-a-fence/>

Photo: Ref 17

Company: Harwell Fencing & Gates

URL: <https://www.harwelldesign.com/modern-wood-fence-gate>

Photo: Ref 18

Title: Custom Built Wood Fencing

URL: <http://www.clarkkentcreations.com/wood-fences.html>

Photo: Ref 19

Company: Armour Guard Fence

URL: <https://www.armourguardfence.ca/1x4-horizontal-click>

Page 42

Photo: Ref 20

Title: Garrison Blvd SW, Calgary, AB T2T 6N1

URL: <https://www.royalpage.ca/en/property/alberta/calgary/2-1538-34-avenue-sw/22143693/mlsa2134727/>

Photo: Ref 21

Title: Residential Multi-Family

Project Architect: Michael Ruble

Architect of Record: ROCCHETTA A:DB, LLC

URL: <http://rocchetta-adb.com/portfolio/158-ridge/>

Page 50

Photo: Ref 22

Title: Corten Steel Bridge with Criss-Crossed Designed Guardrail

Company: GneeGarden

URL: <https://www.gneegarden.com/corten-steel-bridge-with-criss-crossed-designed-guardrail/>

Photo: Ref 23

Title: Custom house number

Company: The Moda Industria Design

URL: modaindustria.com

Photo: Ref 24

The Shops at Buffalo Run Light Fixture

Author: Unknown

Photo: Ref 25

Title: Paver and Walkways

URL: <https://www.hometalk.com/posts/pavers-and-walkways-496046>

Page 51

Photo: Ref 26

Author: Real Cedar

URL: <https://www.thisoldhouse.com/yards/21019065/10-cedar-projects-to-enhance-your-outdoor-space>

Photo: Ref 27

Artist: David Freedman

URL: <https://dcfreedman.wixsite.com/millforge/gates>

Photo: Ref 28

Project: Woodforest

Developer: Johnson Development Corporation

URL: <https://structura.com/news/keeping-the-fun-going-after-dark-in-texas-with-structuras-aura>

Photo: Ref 29

Title: Corten Steel Water Bowls

URL: <https://www.allotment-garden.org/store/equipment/corten-steel-water-bowls>

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Photo: Ref 30

Title: Street Art in Sao Paulo, Brazil

URL: <https://streetartutopia.com/2015/03/26/street-art-in-sao-paulo-brazil/street-art-in-sao-paulo-brazil-2-4737/>

Photo: Ref 31

Photo: Judith MacDougall

Photo: Ref 32

Unknown

Photo: Ref 33

Arizona, USA

Photo: Judith MacDougall

Page 53

Photo: Ref 34 & 35

Arizona, USA

Photo: Judith MacDougall

Photo: Ref 36

Author: Steve Johnson

URL: https://unsplash.com/photos/yellow-and-brown-wooden-sticks-6Lts_7-0Y

Photo: Ref 37

Toronto, Canada

Photo: Judith MacDougall

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Photo: Ref 38

Scottsdale Museum of Contemporary Art, Arizona, USA

Photo: Judith MacDougall

Photo: Ref 39

Title: Pivot Timber Entrance

URL: <https://mccoymart.com/door-designs/>

UPDATE

Schedule I - Condo Building Property Covenants

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1. INTERPRETATION

1.1 In this Schedule, all terms defined elsewhere in the Lease shall have the meanings given them in those definitions. Any reference in this Schedule to a section will mean a section of this Schedule unless otherwise expressly provided. The following terms shall have the meanings set out below as used within this Schedule:

1.2 The following terms shall have the meanings set out below as used within this Schedule:

- (a) “**Act**” means the *Canada Not-for-profit Corporations Act* S.C. 2009, c. 23, including the Regulations made pursuant to the Act, and any statute or regulations that may be substituted therefor, as amended from time to time;
- (b) “**Articles**” means the articles of incorporation of the Homeowner Condo Corporation, with the form of Articles attached as Appendix A to this Schedule;
- (c) “**Board of Directors**” means the board of directors of the Homeowner Condo Corporation from time to time, including the Interim Board;
- (d) “**Board Resolution**” means a resolution passed by the directors of the Homeowner Condo Corporation in accordance with the By-Law;
- (e) “**Building**” means one or more buildings located on the Development Lands;
- (f) “**By-Law**” means the by-laws of the Homeowner Condo Corporation, with the form of By-Law attached as Appendix B to this Schedule;
- (g) “**Class of Residential Units**” means Residential Units;
 - (i) having a comparable design or comparable original Fixtures and Finishing, or
 - (ii) in similar types of Buildings, in the case of multiple Buildings on the Condo Building Plan;
- (h) “**Constating Documents**” means the Articles, By-Law and, as applicable, the Unanimous Members Agreement;
- (i) “**Contribution**” means a contribution to be made by an Owner to the Homeowner Condo Corporation, as determined by the Board of Directors in accordance with section 14.1 and the Constating Documents;
- (j) “**Cost Consultant**” means:
 - (i) in the case of an individual, that individual must be, based on reasonable and objective criteria, knowledgeable with respect to
 - (1) the costs of construction of Units and Common Property that are the subject of section 6, and

- (2) the determination as to when the construction of those Units and that Common Property, as the case may be, is Substantially Complete;
 - (ii) in the case of a corporate entity, that corporate entity must, in carrying out the functions of a Cost Consultant, employ or otherwise retain the services of an individual to carry out those functions who meets the requirements provided for under clause (i);
 - (iii) in carrying out the functions of a Cost Consultant in respect of a Unit or Common Property, a person must act at arm's length from the Developer of the Unit or Common Property.
- (k) **“Deposit Protection Program Administration Authority”** means the Lessor, the Tsuut'ina Development Authority, if such responsibility is delegated to the Tsuut'ina Development Authority by the Lessor, or such other authority as may be designated by the Lessor and notice of same provided to the Developer, in writing.
- (l) **“Depreciating Property”** means the property to which section 12.3(a) applies.
- (m) **“Developer's Agreement”** means an agreement other than a Developer's Management Agreement that is:
- (i) entered into by the Homeowner Condo Corporation while the Interim Board is in place, or
 - (ii) entered into by the Developer and assigned to the Homeowner Condo Corporation,
- but does not include:
- (iii) easements;
 - (iv) restrictive covenants;
 - (v) exclusive possession agreements entered pursuant to the By-Law;
 - (vi) agreements for the provision of electricity or natural gas for a term of less than 5 years;
 - (vii) agreements respecting an alternative or renewable energy system; or
 - (viii) agreements for the provision of telecommunication services or facilities.
- (n) **“Developer's Management Agreement”** means a Management Agreement that is:
- (i) entered into by the Homeowner Condo Corporation while the Interim Board is in place, or

- (ii) entered into by the Developer and assigned to the Homeowner Condo Corporation.
- (o) **“Final Occupancy Date”** with respect to a particular Unit means either:
 - (i) the single fixed date:
 - (1) that the Developer advises will be the Occupancy Date pursuant to an Occupancy Date Statement;
 - (2) as becomes binding on the Purchaser under section 5.5(c),
 - (3) as provided in a written notice of revised Final Occupancy Date under section 5.5(f)(ii), or
 - (4) as agreed to by a Purchaser and the Developer under section 5.5(g), or
 - (ii) the latest date in a range of dates within which the Developer will make a particular Unit available for occupancy:
 - (1) as set out in the Occupancy Date Statement, or
 - (2) as provided in a written notice of revised Final Occupancy Date under section 5.5(f)(ii);
- (p) **“Fixtures and Finishing”** has the meaning ascribed thereto in section 16.2(b);
- (q) **“Homeowner Prepaid Rent”** means the prepaid rent to be paid by the Homeowner under a Prepaid Homeowner Lease;
- (r) **“Interim Board”** means the interim Board of Directors of the Homeowner Condo Corporation appointed under section 4.1;
- (s) **“Landlord”** means Homeowner who has leased a Homeowner Unit pursuant to a Residential Tenancy Agreement;
- (t) **“Management Agreement”** means an agreement entered into by a Homeowner Condo Corporation governing the general control, management and administration of:
 - (i) the real and personal property of the Homeowner Condo Corporation, and
 - (ii) the Common Property.
- (u) **“Material Change”** means a change or series of changes to a fact or proposal as stated in the information or a document provided under section 4.4(b) that, on a reasonable basis, would have an adverse effect on the value or use of the Unit or proposed Unit, the Common Property or the real property of the Homeowner Condo Corporation. The following do not constitute a Material Change:

- (i) a difference, as determined from the Homeowner Condo Corporation's financial statements, between the projected expenses in the Proposed Condo Building Budget and the actual expenses for the 12-month period beginning with the first month in which Contributions are first levied at regular intervals;
 - (ii) a difference between the amount of the estimated Contributions and the actual Contributions; or
 - (iii) a change in a Final Occupancy Date, provided the Developer has complied with section 5.5.
- (v) **“Meeting of Members”** has the meaning ascribed thereto in the By-Law.
- (w) **“Member”** has the meaning ascribed thereto in the By-Law.
- (x) **“Occupancy Date”** means the date that the Developer shall make a Unit available for occupancy by a Homeowner, which shall be after the Occupancy Permit with respect to such Unit has been obtained, but may be prior to the Homeowner Closing Date.
- (y) **“Occupancy Date Statement”** means a statement provided by the Developer to a Purchaser in respect of the applicable Unit containing either:
- (i) a single fixed date on which the Occupancy Date shall occur, or
 - (ii) a range of dates within which the Developer will make the Unit available for the Occupancy Date.
- (z) **“Operating Account”** means an operating account established in accordance with the By-Law.
- (aa) **“Ordinary Resolution”** has the meaning ascribed thereto in the By-Law.
- (bb) **“Owner”** means either:
- (i) a Homeowner pursuant to a Prepaid Homeowner Lease, or
 - (ii) the Developer pursuant to a Developer Prepaid Homeowner Lease
- (cc) **“Program Provider”** means a person who operates a Purchaser's Protection Program;
- (dd) **“Property Manager”** means a person engaged by the Homeowner Condo Corporation to provide management services with respect to the Common Property;
- (ee) **“Proposed Condo Building Budget”** has the meaning given it in section 13.1(a);
- (ff) **“Purchaser”** means a purchaser pursuant to a Purchase Agreement;
- (gg) **“Purchaser's Protection Program”** means a plan, agreement, scheme or arrangement that meets the requirements referred to in section 8;

- (hh) **“Recorded Mail”** means a form of document delivery by mail or courier in which receipt of the document must be acknowledged in writing;
- (ii) **“Recreational Agreement”** means an agreement entered into by a Homeowner Condo Corporation that allows:
 - (i) persons, other than the Owners, to use recreational facilities located on the Common Property, or
 - (ii) the Owners to use recreational facilities not located on the Common Property;
- (jj) **“Related Common Property”** means, in relation to a Unit, a reference to the following:
 - (i) the Common Property or a portion of the Common Property that is necessarily incidental to the completion of the Unit;
 - (ii) the Common Property or a portion of the Common Property that is necessarily incidental to the intended use of the Unit;
 - (iii) the Common Property or a portion of the Common Property consisting of:
 - (1) utilities required to service the Unit and the Common Property,
 - (2) a facility providing for reasonable access to or entrance into the Unit,
 - (3) a facility providing for reasonable access to highways, municipal roads or streets,
 - (4) waste removal facilities or other facilities for handling waste, and
 - (5) any other Improvements or areas that are necessarily incidental to the intended use of the Unit; and
 - (iv) in addition to the Common Property referred to in clauses (a) to (c), any Common Property or any portion of the Common Property that has been represented in the Purchase Agreement by the Developer as being or as going to be available for the use of the Owner of the Unit and, without limiting the generality of the foregoing, may include one or more of the following:
 - (1) roadways, parking areas and walkways;
 - (2) fences or similar structures; and
 - (3) landscaped areas and site lighting.
- (kk) **“Reserve Fund”** means the capital replacement reserve fund required to be established and maintained by the Homeowner Condo Corporation under section 12.2;
- (ll) **“Reserve Fund Report”** means a report prepared in accordance with sections 12.2(c);

- (mm) **“Reserve Fund Study”** means a study carried out in accordance with sections 12.2(a) and (b);
- (nn) **“Reserve Fund Study Provider”** means a person who is engaged to conduct a Reserve Fund Study and is qualified in accordance with section 12.3 and may include a corporate entity if the corporate entity, in carrying out the functions of a Reserve Fund Study Provider, employs or otherwise retains the services of an individual who is a Reserve Fund Study Provider to carry out those functions;
- (oo) **“Residential Unit”** means a Unit other than a Parking Unit, a Storage Unit or a Unit that is Common Property;
- (pp) **“Special Resolution”** has the meaning ascribed thereto in the By-Law;
- (qq) **“Standard Insurable Unit Description”** means a description, as adopted by the Homeowner Condo Corporation under section 16.3, of standard Fixtures and Finishing in a Residential Unit or a Class of Residential Units;
- (rr) **“Trustee”** means:
 - (i) a person, a professional corporation with which such person is associated or a partnership who:
 - (1) is an active member of the Law Society of Alberta,
 - (2) is a holder of a permit issued under Part 8 of the *Legal Profession Act*, or
 - (3) is comprised of partners who are active members of the Law Society of Alberta;as the case may be;
 - (ii) no suspension is in effect under section 63 of the *Legal Profession Act* in respect of
 - (1) the person,
 - (2) the voting shareholder of the professional corporation, or
 - (3) the partners of the partnership, with the result that no partner is permitted to operate a trust account,as the case may be;
 - (iii) the person or partnership is approved to operate a trust account, under the rules established by the Law Society of Alberta under the *Legal Profession Act*; and

(iv) the person or each partner of the partnership, as the case may be, is in good standing in respect of Assurance Fund requirements under section 89(4) of the *Legal Profession Act*.

(ss) “**Unanimous Members Agreement**” means the unanimous members agreement of the Corporation, as defined in the Act, the form of which is attached at Appendix C to this Schedule;

(tt) “**Unit Improvements**” means Improvements made to Units by Owners but does not include:

(i) any property included in the applicable Standard Insurable Unit Description, or

(ii) any Fixtures and Finishing that must be insured by a Homeowner Condo Corporation under section 16.2(a).

1.3 In this Schedule a reference to an arm’s length transaction or to a transaction being at arm’s length is a reference to a transaction that is conducted in an open market between willing parties to the transaction negotiating in their own respective self interest where the consideration paid is competitive and not unreasonable having regard to open market conditions.

2. COMMON PROPERTY

2.1 The Common Property is held by the Homeowner Condo Corporation, or the Developer who shall act on the direction of the Homeowner Condo Corporation with respect thereto until the Transfer Date, on behalf of the Owners of all the Units, each Owner having an interest proportional to the Unit Factors for their respective Units.

2.2 Except as provided in this Schedule, an interest in the Common Property shall not be disposed of or become subject to a charge except as appurtenant to the Unit of an Owner and a disposition of or charge on a Unit operates to dispose of or charge that interest in the Common Property without express reference to it.

2.3 Each Owner of a Unit is only liable in respect of that interest in the Common Property in proportion to the Unit Factor for the Owner’s Unit.

3. REQUIREMENTS OF CONDO BUILDING PLAN

3.1 The Condo Building Plan shall:

(a) be described in the heading of the plan as a Condo Building Plan;

(b) delineate the external surface boundaries of the Premises and the location of the Building in relation to them;

(c) include a drawing illustrating the Units and distinguishing the Units by numbers consecutively commencing with Unit one and terminating with a Unit numbered to

correspond to the total number of Units comprised in the plan presented for registration as a Condo Building Plan;

- (d) define the boundaries of each Unit;
- (e) show the approximate Floor Area of each Unit;
- (f) have endorsed on it the Unit Factor Schedule;
- (g) where a Unit is not a Dwelling Unit or a Storage Unit, the approximate area of such Unit;
- (h) where, in accordance with section 17.2 an Owner may be permitted to exercise exclusive possession in respect of an area or areas of Common Property, delineate the boundaries of the area of Common Property over which the Owner may be permitted to exercise exclusive possession;
- (i) delineate, illustrate and label parking spaces for visitors and persons with disabilities, if any, on Common Property;
- (j) delineate which Units are Parking Units; and
- (k) be signed by the Developer.

3.2 Items under sections 3.1(c) and 3.1(h) shall be on the second sheet or further sheets of the Condo Building Plan. All other items shall be on the first sheet of the Condo Building Plan.

3.3 The diagrams required by sections 3.1(b) and 3.1(c), where practical are to be drawn with the north point directed to the top of the sheet and are to be to a scale that will clearly show all details and notations.

3.4 Where, with respect to Units included in a Condo Building Plan, there are qualifications or restrictions respecting the use of a Unit that are not prohibited under this Lease, those qualifications or restrictions may be endorsed on the Condo Building Plan.

3.5 Each sheet of a Condo Building Plan is to be endorsed in the upper right-hand corner with the words, "sheet ___ of ___ sheets", with the appropriate numbers filled in.

3.6 Unless otherwise stipulated in the Condo Building Plan, if:

- (a) a boundary of a Unit is described by reference to a floor, wall or ceiling, or
- (b) a wall located within a Unit is a load bearing wall,

the only portion of that floor, wall or ceiling, as the case may be, that forms part of the Unit is the finishing material that is in the interior of that Unit, including any lath and plaster, panelling, gypsum board, panels, flooring material or coverings or any other material that is attached, laid, glued or applied to the floor, wall or ceiling, as the case may be.

3.7 Notwithstanding Section 3.5,

- (a) all doors and windows of a Unit that are located on interior walls of the Unit are part of the Unit unless otherwise stipulated in the Condo Building Plan, and
- (b) all doors and windows of a Unit that are located on exterior walls of the Unit are part of the Common Property unless otherwise stipulated in the Condo Building Plan.

3.8 For the purposes of Section 3.7, a reference:

- (a) to a door includes the door, the door frame and the door assembly components, if any, but does not include the door casing, trim or mouldings, and
- (b) to a window includes the glazing, the window frame and the window assembly components, if any, but does not include the window casing, trim or mouldings.

3.9 The Condo Building Plan may only be amended in accordance with this section 3.9.

- (a) The Developer prior to the Transfer Date and the Homeowner Condo Corporation thereafter may register an amendment to a Condo Building Plan to amend that Condo Building Plan if the following requirements have been complied with:
 - (i) a Special Resolution of the Homeowner Condo Corporation has been passed and is in force approving the amendment;
 - (ii) in the case of an amendment that relates to a change to the location of a Building or a portion of a Building as shown on the Condo Building Plan, the amendment is endorsed with or accompanied by a certificate of a Canada Lands Surveyor stating that the Building or a portion of the Building as shown on the Condo Building Plan as amended is within the external boundaries of the Development Lands and, if any projections project beyond those external boundaries, that an appropriate easement has been granted as an appurtenance to the Development Lands;
 - (iii) in the case of an amendment that relates to a change in the Units, the amendment is endorsed with or accompanied by a certificate of an Architect, Engineer or Canada Lands Surveyor stating that the change to the Units as provided for in the amendment has in fact taken place or will become effective on the registration of the amendment;
 - (iv) in the case of an amendment that relates to a change in the Common Property, the amendment is endorsed with or accompanied by a certificate of an Architect, Engineer or Canada Lands Surveyor stating that the change to the Common Property as provided for in the amendment has in fact taken place or will become effective on the registration of the amendment;
 - (v) in the case of an amendment that relates to a matter that needs the approval of the Tsuut'ina Development Authority or any other Governmental Authority, the amendment is endorsed with or accompanied by a certificate of the Tsuut'ina Development Authority or other Governmental Authority or of a person

designated by either of them stating that the approval has been given by the Tsuut'ina Development Authority or other Governmental Authority, as applicable; and

(vi) the Lessor has provided its written consent to the amendment.

(b) Where the Developer or the Homeowner Condo Corporation applies for Lessor's consent to an amendment, the Developer or the Homeowner Condo Corporation, as applicable, must give notice of the application for consent to the Owners, the Homeowner Condo Corporation if the application is being made by the Developer and to each holder of a registered Mortgage.

(c) The Lessor may consider the interests of the persons to whom notice of the application is given and the compliance with the Approved Project Plans and may:

(i) provide its written consent to the amendment to the Condo Building Plan; or

(ii) impose any conditions as part of providing consent that it considers appropriate in the circumstances.

(d) The Lessor shall have no liability to the Developer, the Homeowner Condo Corporation, any Owner or any other person in relation to providing consent to an amendment or not providing consent to an amendment, including for any Claim that the Lessor failed to adequately consider the matters set forth in subsection (c). The Developer or the Homeowner Condo Corporation, as applicable, shall indemnify and hold harmless the Lessor from any Claims in relation to providing consent to an amendment or not providing consent to an amendment.

(e) The Developer or Homeowner Condo Corporation, as applicable, shall be responsible for all costs incurred by the Lessor, including consultants fees and legal fees on a solicitor and their own client basis, in relation to an application for consent to an amendment.

3.10 Upon receiving written consent from the Lessor to amend the Condo Building Plan, the Developer or the Homeowner Condo Corporation, as the case may be, shall register the amended Condo Building Plan with the Registry and provide copies of the registered Condo Building Plan to the Lessor and those that were entitled to receive notice pursuant to section 3.9(b).

4. DUTIES OF THE DEVELOPER

4.1 Appointment of Interim Board. The Developer shall, in its capacity as the initial sole Member of the Homeowner Condo Corporation, no later than 30 days after registration of a Condo Building Plan (or earlier if required by the Act), appoint the directors as members of the Interim Board and provide the Lessor and each existing Homeowner, and thereafter while the Interim Board is in place, provide each new Homeowner, the names and addresses of the members of the Interim Board.

(a) A Developer shall, following a change in:

- (i) the membership of the Interim Board,
- (ii) the name of a member of the Interim Board, or
- (iii) the address of a member of the Interim Board,

promptly advise the Lessor, the Taza Governing Body, if in place, and each Homeowner of such change.

- (b) The directors forming the Interim Board shall hold office until a replacement directors are elected in accordance with the By-Law.
- (c) The Interim Board, and the Developer until the Transfer Date, shall make reasonable efforts to pursue any remedies or claims under warranties or insurance policies respecting the real and personal property of the Homeowner Condo Corporation and the Common Property.
- (d) Until the Transfer Date, notwithstanding that this Lease has not been assigned to the Homeowner Condo Corporation, the Interim Board shall have authority with respect to the Common Property and may make decisions in respect of the Common Property as if such assignment had occurred. The Developer shall use reasonable commercial efforts to comply with the decisions made by the Interim Board in respect of the Common Property at the cost of the Homeowner Condo Corporation.

4.2 Developer's obligation to apply for certificates, approvals and permits. Where a Developer is under an obligation to apply for a certificate, approval or permit required by Applicable Law that relates to the real property of the Homeowner Condo Corporation or the Common Property, that obligation does not expire by virtue of:

- (a) the registration of the Condo Building Plan,
- (b) the election of a Board of Directors, or
- (c) the Developer no longer being an Owner.

4.3 Payment of Contributions. Notwithstanding anything to the contrary in the Constating Documents, where there is at least one Prepaid Homeowner Lease in place, the Developer must pay Contributions in respect of each Unit the is not a Homeowner Unit until the Transfer Date and thereafter must pay Contributions pursuant to each Developer Prepaid Homeowner Lease, each on the same basis as Owners of other Units are required to pay Contributions.

4.4 Developer's Sale of Sub-subleasehold Interests in Units.

- (a) The Developer shall act in in good faith in entering into, performance of and enforcement of any agreement to sell or transfer a sub-subleasehold interest in a Unit to a Purchaser.

- (b) The Developer shall not sell or transfer or agree to sell or transfer a sub-subleasehold interest in a Unit or a proposed Unit to a Purchaser unless the Developer has delivered to the Purchaser a copy of:
 - (i) the Purchase Agreement;
 - (ii) the form of Prepaid Homeowner Lease;
 - (iii) the Condo Building Plan or Proposed Condo Building Plan;
 - (iv) the Constating Documents;
 - (v) the Unit Factor Schedule;
 - (vi) any Management Agreement or proposed Management Agreement;
 - (vii) any Recreational Agreement or proposed Recreational Agreement;
 - (viii) this Lease and the title abstract showing the registration of this Lease with the Registry;
 - (ix) the form of Non-Disturbance Agreement (Sub-Sublease);
 - (x) the form of Lessor's Non-Disturbance Agreement;
 - (xi) in respect of a Leasehold Mortgage that affects, or a proposed Leasehold Mortgage that will affect, the Developer's subleasehold title to the Unit or proposed Unit pursuant to this Lease after the registration of the Prepaid Homeowner Lease in the Registry:
 - (1) the Leasehold Mortgage or proposed Leasehold Mortgage, and
 - (2) the form of non-disturbance agreement that the Developer and the Leasehold Mortgagee propose to provide upon the Purchaser entering into the Prepaid Homeowner Lease;
 - (xii) in respect of a Mortgage or proposed Mortgage of the Developer's sub-subleasehold interest in a Unit or proposed Unit pursuant to a Developer Prepaid Homeowner Lease where the Purchaser is to assume the Mortgage or proposed Mortgage after the registration of the Prepaid Homeowner Lease in the Registry:
 - (1) the Mortgage or proposed Mortgage, and
 - (2) a statement containing the information referred to in subsection 4.4(c);
- (c) The statement to be provided under subsection 4.4(b)(xii) must contain the following information:
 - (i) the maximum principal amount available under the Mortgage;

- (ii) the maximum monthly payment that may be paid under the Mortgage;
 - (iii) the amortization period under the Mortgage;
 - (iv) the term of the Mortgage,
 - (v) the interest rate or the formula, if any, for determining the interest rate, under the Mortgage;
 - (vi) the prepayment privileges, if any, under the Mortgage.
- (d) Developer to Provide Occupancy Permit. Where a Governmental Authority issues or gives an Occupancy Permit, the Developer shall provide to a Homeowner prior to or at the time that the Homeowner takes possession of the Homeowner Unit a copy of the Occupancy Permit.

5. PURCHASE AGREEMENTS

5.1 Requirements of Purchase Agreement. A Developer who enters into a Purchase Agreement shall include in the Purchase Agreement the following:

- (a) a notification stating as follows:

“The purchaser may, without incurring any liability for doing so, rescind this agreement within 10 days of the later of the date the purchaser receives all of the information and documents required to be delivered to the purchaser under section 4.4(b) of Schedule I to the Prepaid Residential Lease and the date the purchaser signs the Purchase Agreement. This agreement is subject to the Prepaid Residential Lease and if there is a conflict between this agreement and the Schedule I to the Prepaid Residential Lease, the Prepaid Residential Lease prevails.”;
- (b) where the Units and the Common Property are not Substantially Complete at the time that the Purchase Agreement is entered into, a description, drawing or photograph showing:
 - (i) the interior finishing of the Building and all Material Improvements to the Common Property located within a Building, and real and personal property intended to be acquired by the Homeowner Condo Corporation on or prior to the Target Date,
 - (ii) all Material Improvements to the Common Property, other than those to which subclause (i) applies,
 - (iii) any significant utility installations, major easement areas, retaining walls and other similar significant features,
 - (iv) the recreational facilities, equipment and other amenities to be available for use by the persons residing in or on the Units,

- (v) the equipment to be used for the maintenance of the real and personal property of the Homeowner Condo Corporation and the Common Property,
 - (vi) the location of roadways, walkways, fences, parking areas and recreational facilities,
 - (vii) the landscaping, and
 - (viii) the exterior finishing of the Building as it will exist when the Developer has fulfilled the Developer's obligations under the Purchase Agreement;
- (c) the amount or estimated amount of the monthly Contributions with respect to the Unit based on the Condo Building Budget or Proposed Condo Building Budget,
 - (d) the Unit Factor of each Unit being purchased and the basis of Unit Factor apportionment for all Units included in the Condo Building Plan or proposed Condo Building Plan, and
 - (e) a copy of the current Condo Building Budget or Proposed Condo Building Budget.

5.2 Rescission of Purchase Agreement.

- (a) A Purchaser may rescind a Purchase Agreement by providing written notice to the Developer within 10 days of the later of:
 - (i) the date the Purchaser receives all of the information and documents required to be delivered to the Purchaser under section 4.4(b) of this Schedule I, and
 - (ii) the date the Purchaser signs the Purchase Agreement.
- (b) If a Purchase Agreement is rescinded under subsection (a), the Developer shall, within 15 days from the Developer's receipt of a written notice of the rescission from the Purchaser, return to the Purchaser all of the money paid in respect of the purchase of the Unit.

5.3 Material Change prior to Homeowner Closing Date.

- (a) If at any time prior to the Homeowner Closing Date for a Unit there is a Material Change, the Developer shall deliver a written notice to the Purchaser.
- (b) The notice required under subsection (a) must clearly identify all changes that in the reasonable belief of the Developer may be Material Changes, and summarize the particulars of them.
- (c) The Developer shall deliver the notice required under subsection (a) to the Purchaser within a reasonable time after the Material Change occurs and, in any event, before the Homeowner Closing Date for the Unit.
- (d) Where a Material Change referred to in subsection (a) occurs, the Purchaser may rescind the Purchase Agreement at any time prior to the Homeowner Closing Date.

5.4 Occupancy Date.

- (a) At the time the Purchase Agreement is executed, the Developer shall ensure that the Purchaser initials the Occupancy Date Statement that is to be delivered concurrently therewith.
- (b) Where a Developer has provided an Occupancy Date Statement that contains a range of dates within which the Developer will make the Unit available for the Occupancy Date and has subsequently selected a specific Occupancy Date, the Developer shall provide at least thirty (30) days' written notice to the Purchaser of the specific Occupancy Date.

5.5 Consequences of Delay in Occupancy. The Purchase Agreement shall contain provisions stating as follows:

- (a) If the Occupancy Date with respect to a Unit does not occur within thirty (30) days after the Final Occupancy Date, the Purchaser may, subject to subsections (c) and (e), rescind the Purchase Agreement by providing the Developer with a written notice rescinding the Purchase Agreement.
- (b) If the Occupancy Date with respect to a Unit does not occur within thirty (30) days after the Final Occupancy Date, the Developer shall provide the Purchaser with a written notice of a revised Final Occupancy Date unless the Purchaser has already rescinded the Purchase Agreement.
- (c) A revised Final Occupancy Date referred to in subsection (b) is binding on the Purchaser:
 - (i) if the Purchaser has provided written acceptance of the revised Final Occupancy Date, or
 - (ii) if the Purchaser does not rescind the Purchase Agreement within ten (10) days after receipt of the written notice of the Developer's revised Final Occupancy Date.
- (d) The Developer or Trustee, as the case may be, shall refund all money paid by the Purchaser within fifteen (15) days of receipt of the Purchaser's written notice rescinding the Purchase Agreement provided in accordance with subsection (a).
- (e) Notwithstanding the foregoing, the Developer may delay occupancy beyond the Final Occupancy Date for a Unit, without liability for damages and without giving rise to a right of rescission by a Purchaser under subsection (a), if one of the following events causes the Unit not to be ready for occupancy by the Final Occupancy Date:
 - (i) fire;
 - (ii) explosion;
 - (iii) flood;

- (iv) events leading to a declaration of an emergency under the *Emergency Management Act* or the *Emergencies Act* (Canada);
 - (v) events leading to an order under section 24.1(1) of the *Financial Administration Act* (Alberta) in respect of a public emergency or disaster;
 - (vi) impact by aircraft, spacecraft, watercraft or land vehicles;
 - (vii) riot, vandalism or malicious acts; a
 - (viii) a delay in the issuance of a Development Permit that is due to:
 - (1) the failure of the Tsuut'ina Development Authority or other relevant Governmental Authority to issue the decision respecting the Development Permit within the timelines as the Lessor considers reasonable,
 - (2) an outstanding appeal, or
 - (3) an agreement to an extension of the time to make the decision respecting the Development Permit;
 - (ix) a Discovery resulting in the Lessor, the Nation or another Governmental Authority implementing requirements to be followed in accordance with Section [4.8] of this Lease.
- (f) If a Developer delays occupancy beyond the Final Occupancy Date under subsection (e), the Developer shall
- (i) provide the Purchaser with written notice of the delay and the cause of the delay, as soon as the Developer becomes aware, and
 - (ii) within a reasonable period of time following the beginning of the delay, provide the Purchaser with written notice of a revised Final Occupancy date that reflects a reasonable length of time to remedy the results of the event that caused the delay in occupancy.
- (g) Nothing in this section 5.5 precludes a Purchaser and the Developer from agreeing to a Final Occupancy Date different from that set out in an Occupancy Date Statement or written notice of revised Final Occupancy Date.
- (h) Rescission of the Purchase Agreement in accordance with subsection (a) does not preclude a Purchaser from pursuing a claim in damages for the damages caused by the delay in occupancy.

5.6 Security Deposit.

- (a) If a Purchaser of a Unit, prior to the Homeowner Closing Date, rents that Unit from the Developer, the Developer may charge the Purchaser a security deposit in respect of the Unit.
- (b) A Developer shall not charge an amount under subsection (a) in excess of one month's rent for the Unit.

6. PAYMENTS HELD IN TRUST

- 6.1 The Developer shall hold, or cause a Trustee to hold, in trust all money paid towards the Homeowner Prepaid Rent by the Purchaser of a Unit up to the Homeowner Closing Date in accordance with this section 6 and section 7.
- 6.2 Notwithstanding section 6.1, if a Unit is not Substantially Complete, the Developer or Trustee, as the case may be, shall hold in trust from the Homeowner Prepaid Rent paid by the Purchaser of the Unit such amount of money as will be sufficient, when combined with the unpaid portion of the Homeowner Prepaid Rent for the Unit, if any, to pay for the cost of Substantially Completing the construction of the Unit as determined by a Cost Consultant.
- 6.3 Notwithstanding section 6.1, if the Related Common Property is not Substantially Complete, the Developer or Trustee, as the case may be, shall hold in trust from the Homeowner Prepaid Rent paid by the Purchaser of the Unit such amount of money as will be sufficient, when combined with the unpaid portion of the Homeowner Prepaid Rent for the Unit, if any, to pay for the proportionate cost of Substantially Completing the construction of the Related Common Property as determined by a Cost Consultant based on the Unit Factors of the Units sharing the same Related Common Property.
- 6.4 If the Developer receives money that is to be held in trust under this section 6, the Developer shall, within three (3) Business Days of days of receiving it, deposit the money into a trust account maintained in a Financial Institution in Alberta.
- 6.5 A trust account referred to in section 6.4 must be maintained by a Trustee.
- 6.6 The Developer or Trustee, as the case may be, who is in possession or control of money that is to be held in trust under this section shall ensure that the money is kept on deposit in Alberta.
- 6.7 If money is being held in trust under this section and the Purchaser of the Unit takes possession of or occupies the Unit prior to the Homeowner Closing Date, the interest earned on that money, if any, from the day that the Purchaser takes possession or occupies the Unit to the Homeowner Closing Date is to be applied against the Homeowner Prepaid Rent for the Unit.
- 6.8 Subject to section 6.7, the Developer is entitled to the interest earned on money held in trust under this section 6.
- 6.9 Subject to section 6.10, this section 6 does not apply in respect of money paid to a Developer under a Purchase Agreement if that money is held, secured or otherwise dealt with under the provisions of a plan, agreement, scheme or arrangement approved by the Deposit Protection Program Administration Authority, in writing, that provides for the receipt, handling and

disbursing of all or a portion of that money or indemnifies against loss of all or a portion of that money or both.

6.10 Where:

- (a) money is to be held, secured or otherwise dealt with under the provisions of a plan, agreement, scheme or arrangement referred to in section 6.9, and
- (b) an amount of that money that is to be held, secured or otherwise dealt with exceeds the limits of the protection against loss provided for under the plan, agreement, scheme or arrangement,

the Deposit Protection Program Administration Authority may require that amount that exceeds the limits of the protection against loss under the plan, agreement, scheme or arrangement is to be held in trust in accordance with the requirements of this section 6.

6.11 Notwithstanding any other provision in this section 6,

- (a) where in relation to a Unit or Related Common Property, or both, the Developer is required to provide security for the purpose of completing construction, and
- (b) that construction referred to in clause (a) is the same or substantially the same construction with respect to a Unit or Related Common Property in respect of which money is to be held in trust under this section 6,

the Developer may reduce the amount of money to be held in trust under this section by the amount of the security provided in accordance with clause (a) so long as upon the release of such security, if the construction of the Unit or Common Property is not completed, the released amounts are held in trust in accordance with this section 6.

6.12 Where, with respect to a Unit or Related Common Property, or both,

- (a) money is held in trust under this section 6 or held, secured or otherwise dealt with pursuant to the provisions of a plan, agreement, scheme or arrangement approved under section 6.9, and
- (b) the Developer has not met the requirements under which that money is to be paid out of the trust or otherwise disbursed,

the Deposit Protection Program Administration Authority may require that money shall be paid out for the purposes of substantially completing the Unit or Related Common Property, as the case may be.

6.13 Once the Unit or the Related Common Property, or both, as the case may be, in respect of which money is being held in trust under this section 6 are, as determined by a Cost Consultant, Substantially Complete, any money remaining in trust may be paid to the Developer.

7. **TRUSTEE OBLIGATIONS**

7.1 Holding of Funds by Trustee.

- (a) Within ten (10) days of receiving money to be held in trust under this section 6, a Trustee shall notify the Purchaser, at the Purchaser's address for service set out in the Purchase Agreement, that the Purchaser's deposit is held on deposit in the Trustee's trust account.
- (b) The Purchaser may, if agreed to in writing by the Developer, retain the Trustee, in which case the Trustee shall within ten (10) days after funds into the Trustee's trust account, notify the Developer of the deposit.

7.2 Release of Trust Money.

- (a) A Trustee shall not release money that is held in trust except in accordance with this section 7.
- (b) A Trustee may release money held in trust to the Developer where:
 - (i) the money is applied to the Homeowner Prepaid Rent of the closing under the Purchase Agreement,
 - (ii) the money is secured by a Purchaser's Protection Program that has been approved by the Deposit Protection Program Administration Authority in writing, or
 - (iii) the Developer is entitled under section 6.11 of this Schedule to a reduction in the money held in trust equal to security provided in accordance with section 6.11.
- (c) Despite subsection (b):
 - (i) a Trustee shall not pay money held in trust to the Developer until after the expiry of the time period set out in section 5.2, and
 - (ii) where the Homeowner Closing Date has occurred and the Unit or the Common Property is not Substantially Complete, the Trustee may release money held in trust to the Developer only after the Cost Consultant provides a written opinion that the Unit or the Common Property, as the case may be, is Substantially Complete.
- (d) A Trustee may release money held in trust to a Purchaser where the Purchase Agreement is terminated after:
 - (i) the Purchaser exercises a right of rescission under this Schedule,
 - (ii) a condition imposed by the Purchaser or Developer has not been removed or satisfied within the time allowed by the Purchase Agreement, or
 - (iii) the Developer exercises a right of termination under the Purchase Agreement.

- (e) A Trustee may release money held in trust
 - (i) where the parties have mutually agreed in writing to the release,
 - (ii) as directed by the Deposit Protection Program Administration Authority,
 - (iii) in accordance with a decision issued by a Court ordering the payment of the money,
 - (iv) where the money is required or permitted to be paid into Court, or
 - (v) subject to subsection (f), to one of the parties, where the other party has breached the Purchase Agreement in a way that results in a contractual right to treat the agreement as ended.
- (f) A Trustee may release money under section 7.2(e)(v) only if the following conditions are met:
 - (i) the party alleging the breach serves a notice of the alleged breach on the other party and the Trustee;
 - (ii) the party served with the notice of the alleged breach does not serve a response on the alleging party and the Trustee within thirty (30) days of service of the notice of the alleged breach.
- (g) A Trustee may transfer the money held in trust to another Trustee, who shall be bound by the provisions of this section 7.
- (h) A Trustee who makes a transfer under subsection (g) shall notify the Purchaser and Developer of the transfer.
- (i) Where money is paid to a Trustee in error, the Trustee may refund the money and, after making the refund, is not subject to any other provisions under this section 7.

7.3 Payment of Trust Money into Court.

- (a) A Trustee may pay money held in trust into Court if the Court accepts such payment and jurisdiction to deal with funds as well as the terms set out in this section 7.3.
- (b) Money being paid into Court must be accompanied with an affidavit made by the Trustee setting out:
 - (i) the circumstances under which the money is paid into Court,
 - (ii) the name of every person interested in or entitled to all or part of the money, together with their addresses, if known, and
 - (iii) the Trustee's address for service of documents.

- (c) The Trustee shall give notice of the payment into Court to the Developer and the Purchaser.
- (d) If a person who is not the Developer or the Purchaser asserts a claim to money held in trust, the Trustee may pay money into Court after obtaining the Court's permission to do so.
- (e) If the Trustee pays money into Court, the Trustee shall give further notice of the payment into Court as directed by the Court.

7.4 Trust account records.

- (a) A Trustee shall keep a complete and accurate financial record of the following information respecting the account for each Purchaser:
 - (i) the name of the Purchaser;
 - (ii) the amount of each deposit made into trust;
 - (iii) the date of each deposit;
 - (iv) the total amount of money currently held in trust;
 - (v) the amount of interest earned on money held in trust;
 - (vi) a description of each disbursement made from money received or held in trust.
- (b) A Trustee shall keep the records required under subsection (a)
 - (i) for the entire time that the Purchaser's deposit money is in the trust account, and
 - (ii) where all of the money is paid out of the account, for at least five (5) years from the date on which money is last paid out of the trust account.

8. **PURCHASER'S PROTECTION PROGRAMS**

8.1 Requirements of a Purchaser's Protection Program.

- (a) The Deposit Protection Program Administration Authority may, in its sole discretion, subject to the terms, conditions, exceptions, exclusions and limitations to be set out in the certificate issued under section 8.3, approve, in writing, a Purchaser's Protection Program that is:
 - (i) a plan, agreement, scheme or arrangement that,
 - (1) in respect of a sub-subleasehold interest in a Unit being acquired, provides for the receipt, handling and disbursement of the Homeowner Prepaid Rent, or a portion thereof, and under which the funds are to be paid to and held by a third party and are to be disbursed by that third party to the

Developer, based on the progress of construction of the Unit and the Related Common Property as determined by a Cost Consultant, and

- (2) provides for the refund to the Purchaser of undisbursed Homeowner Prepaid Rent in the event of the Developer's failure to complete the construction of the Unit or the Related Common Property or both,
 - (ii) a plan, agreement, scheme or arrangement that provides for an indemnity under which the Program Provider agrees to indemnify a Purchaser of a Unit against the loss of the Purchaser's money, where that loss is incurred as a result of the Developer's failure to complete the construction of the Unit or the Related Common Property or both, or
 - (iii) a plan, agreement, scheme or arrangement that provides for the Program Provider, at the option of the Program Provider, to either:
 - (1) refund to the Purchaser of a Unit the Homeowner Prepaid Rent, where the Purchaser suffers loss as a result of the Developer's failure to complete the construction of the Unit or the Related Common Property or both in accordance with the Purchase Agreement, or
 - (2) complete the Unit and a proportionate share of the Related Common Property in accordance with the Purchase Agreement where the Unit and the Related Common Property have not been completed as a result of the Developer's failure to complete the construction of the Unit or the Related Common Property or both in accordance with the Purchase Agreement.
- (b) Notwithstanding subsection (a), if after a Purchaser's Protection Program is approved by the Deposit Protection Program Administration Authority, a significant change is to be made to that program, that change must be approved by the Lessor in writing before it is incorporated into that program.

8.2 Form of Purchaser's Protection Program. A Purchaser's Protection Program may be in the form of a warranty program, an irrevocable letter of credit, a performance bond, a bond or a similar financial instrument issued by a financial institution, insurance company or a Program Provider, as the case may be.

8.3 Certificate of Sponsor.

- (a) A Purchaser's Protection Program must provide that where a Purchaser enters into a Purchase Agreement with the Developer, the Program Provider must, subject to subsection (b), provide to the Purchaser a certificate setting out at least the following:
 - (i) that the Purchaser's Protection Program, together with any amendments to it, has been approved by the Lessor in accordance with this Lease;
 - (ii) the name and address of the Program Provider;

- (iii) that the Developer is enrolled under the program;
 - (iv) that the Unit with respect to which the sub-subleasehold interest is being acquired is enrolled in the program;
 - (v) the date on which the benefits provided for under the program take effect;
 - (vi) the date on which the benefits provided for under the program terminate or the method by which that date is fixed or is to be fixed;
 - (vii) in the case of a Purchaser's Protection Program of the type referred to in section 8.1(a)(i):
 - (1) the name of the party responsible for the receipt, handling and disbursement of the money,
 - (2) the terms and conditions governing the receipt, handling and disbursement of the money, and
 - (3) any exceptions or exclusions that would limit the liability of the sponsor, including, without restriction, any monetary limits or time limits;
 - (viii) in the case of a Purchaser's Protection Program of the type referred to in section 8.1(a)(ii) or 8.1(a)(iii):
 - (1) the circumstances under which the Purchaser's Protection Program may be relied on, and
 - (2) any exceptions or exclusions that would restrict a Purchaser's ability to rely on the Purchaser's Protection Program, including, without restriction, any monetary limits or time limits.
- (b) A Program Provider must provide a certificate under subsection (a) to a Purchaser forthwith after the Program Provider has been notified that the Purchase Agreement has been entered into.

9. **TERMINATION OF AGREEMENTS**

9.1 **Developer's Management Agreements.** Every Developer's Management Agreement shall contain a clause to the effect that:

- (a) subject to subsection (b), the Homeowner Condo Corporation may, despite any term to the contrary in the Developer's Management Agreement or a collateral agreement, terminate the Developer's Management Agreement at any time after the Interim Board is replaced pursuant to the By-Law.
- (b) the Developer's Management Agreement:

- (i) may not be terminated under subsection (a) without cause until one year has elapsed from the day that the Developer's Management Agreement was entered into, except when the Developer's Management Agreement permits termination at an earlier date, and
- (ii) may only be terminated under subsection (a) on the Homeowner Condo Corporation giving 60 days' written notice, or any shorter notice specified in the Developer's Management Agreement, to the other party to the Developer's Management Agreement of its intention to terminate the Developer's Management Agreement,

and the Homeowner Condo Corporation is not liable to the other party to the Developer's Management Agreement by reason only of the Developer's Management Agreement being terminated under this section.

9.2 Other Agreements. Every Developer's Agreement shall contain a clause to the effect that:

- (a) the Homeowner Condo Corporation may terminate the Developer's Agreement within 12 months after the Interim Board is replaced pursuant to the By-Law or the Developer's Agreement is assigned to the Homeowner Condo Corporation, whichever is later,
- (b) subsection (a) shall apply despite any term to the contrary in the Developer's Agreement,
- (c) to terminate the Developer's Agreement under this section, the Homeowner Condo Corporation must give written notice of the termination date to the other party to the Developer's Agreement at least 60 days, or any shorter period specified in the Developer's Agreement, before the termination date,
- (d) where the Homeowner Condo Corporation terminates the Developer's Agreement under this section, the Homeowner Condo Corporation is not liable to the other party to the Developer's Agreement by reason only of the termination of the Developer's Agreement under this section.

9.3 Return of Homeowner Condo Corporation Property.

- (a) Every Management Agreement shall contain a clause to the effect that:
 - (i) the original copies of any documents or records prepared for the Homeowner Condo Corporation by a Property Manager or a member of the Board of Directors, including the documents referred to in section 4.4(b) are the property of the Homeowner Condo Corporation, and
 - (ii) the Property Manager shall, within thirty (30) days after the termination of the Management Agreement, at no charge, return to the Homeowner Condo Corporation all property belonging to the Homeowner Condo Corporation, including the documents and records referred to in subsection (i).

- (b) The Constating Documents shall require that an individual who ceases to be a member of the Board of Directors shall, within thirty (30) days after ceasing to be a member of the Board of Directors, at no charge, return to the Homeowner Condo Corporation all property belonging to the Homeowner Condo Corporation, including the documents and records referred to in section 9.3(a)(i).

10. **EASEMENTS**

10.1 **Easements in Favour of Owner.** After the registration of a Condo Building Plan, or any amendment thereto, there shall be implied in respect of each Unit shown in it,

- (a) in favour of the Owner of the Unit, and as appurtenant to the Unit, an easement for the subjacent and lateral support of the Unit by the Common Property and by every other Unit capable of affording support,
- (b) in favour of the Owner of the Unit, and as appurtenant to the Unit, easements for the passage or provision of water, sewerage, drainage, gas, electricity, garbage, artificially heated or cooled air and other services, including telephone, radio and television services, through or by means of any pipes, wires, cables or ducts for the time being existing in the Premises to the extent to which those pipes, wires, cables or ducts are capable of being used in connection with the enjoyment of the Unit, and
- (c) in the case of a Unit located in a Building, in favour of the Owner of the Unit, and as appurtenant to the Unit, an easement for the shelter of the Unit by the Common Property and by every other Unit capable of affording shelter.

10.2 **Easements Against Owner.** After the registration of a Condo Building Plan, there is implied in respect of each Unit shown in it,

- (a) as against the Owner of the Unit, an easement, to which the Unit is subject, for the subjacent and lateral support of the Common Property and of every other Unit capable of enjoying support,
- (b) as against the Owner of the Unit, easements, to which the Unit is subject, for the passage or provision of water, sewerage, drainage, gas, electricity, garbage, artificially heated or cooled air and other services, including telephone, radio and television services, through or by means of any pipes, wires, cables or ducts for the time being existing within the Unit, as appurtenant to the Common Property and also to every other Unit capable of enjoying those easements, and
- (c) in the case of a Unit located in a Building, as against the Owner of the Unit, an easement, to which the Unit is subject, to provide shelter to the Common Property and to every other Unit capable of enjoying the shelter.
- (d) When an easement is implied by this section 10.2, the owner of any utility service who is providing the service to the Premises, or to any Unit on it, is entitled to the benefit of any of those easements that are appropriate to the proper provision of that service, but not to the exclusion of the owner of any other utility service.

10.3 Implied easements and restrictions.

- (a) Easements or restrictions implied or created by this Lease or the Constating Documents take effect and are enforceable:
 - (i) without any memorial or notification at the Registry with respect to titles to the dominant or servient tenements, and
 - (ii) without any express indication of those tenements.
- (b) All ancillary rights and obligations reasonably necessary to make easements effective apply in respect of easements implied by this Lease, including the right of an Owner of a dominant tenement to enter a servient tenement and replace, renew or restore any thing that the dominant tenement is entitled to benefit from.

10.4 Right of Entry.

- (a) Except as otherwise permitted in this section, no person may enter a Unit under section 10.3(b) without the consent of the Owner of the Unit or of an adult person lawfully on the premises that comprise the Unit.
- (b) A person may enter a Unit under section 10.3(b) without consent or notice if that person has reasonable grounds to believe that an emergency requires that person to enter the premises to replace, renew or restore any thing that the dominant tenement is entitled to benefit from.
- (c) Subject to subsection (d), a person may enter a Unit under section 10.3(b) without consent but after notice to the Owner or person in possession of the Unit to replace, renew or restore any thing that the dominant tenement is entitled to benefit from.
- (d) A person is not entitled to enter a Unit under subsection (c) unless:
 - (i) the notice is served on the Owner of the Unit or an adult person in possession of the Unit at least 24 hours before the time of entry;
 - (ii) the entry is made on a day that is not:
 - (1) a holiday, except that the person may enter on a Sunday if the day of religious worship of the adult person in possession of the Unit is not Sunday and that adult person has provided to the person wishing to enter the Unit a written notice of that adult person's day of religious worship, or
 - (2) the day of religious worship of the adult person in possession of the Unit if that day is not Sunday and that person has provided to the person wishing to enter the Unit a written notice of that day, and
 - (3) the entry is between 8 a.m. and 8 p.m. (Mountain Time).

- (e) A notice under subsection (c) must:
 - (i) be in writing,
 - (ii) state the reason for the entry, and
 - (iii) name a date and time of entry that comply with subsection (d).

11. HOMEOWNER CONDO CORPORATION REQUIREMENTS

11.1 Homeowner Condo Corporation. The Homeowner Condo Corporation shall be a not-for-profit corporation incorporated without share capital under the Act for the purpose of holding a leasehold interest in the Premises and sub-subleasing Units to Owners and the management and administration of the Common Property and the Units, including enforcement of the By-Law, all as set forth in the Constating Documents. The “members” of the Homeowner Condo Corporation shall initially be the Developer as the sole holder of a subleasehold interest in the Premises and thereafter, upon there entering into of Prepaid Homeowner Leases and Developer Prepaid Homeowner Lease, the Owners, and the Lessor (who shall hold a nominal member interest in the Homeowners Council).

- (a) The Act, the Articles, the By-Law and the Unanimous Members Agreement shall set out the structure and rules that govern the Homeowner Condo Corporation, which shall include the rights and obligations of the Members (being initially the Developer, and thereafter, the Owners, and the Partnership), including voting rights of the Members, the directors, the Meetings of Members, which are similar to the rights and obligations of the owner of condominium corporations established under the Condominium Property Act (Alberta). The Developer will comply with its obligations (including in its capacity as an Owner) under the Act, as supplemented by the Constating Documents.
- (b) No bylaw shall operate to prohibit or restrict the devolution of Units or any transfer, lease, Unit Mortgage or other dealing with them or to destroy or modify any easement implied or created by this Lease, but such items shall always be subject to the provisions of this Lease.
- (c) The Constating Documents shall bind the Homeowner Condo Corporation, the Developer and the Owners (in their capacities as members of the Homeowners Council) to the same extent as if the Constating Documents had been signed and sealed by the Homeowner Condo Corporation and by the Developer and each Owner and contained covenants on the part of the Developer and each Owner with the Developer and every other Owner and with the Homeowner Condo Corporation to observe and perform all the provisions of the Constating Documents.

11.2 Rules.

The Board of Directors may, by resolution, make, amend or repeal rules respecting the real and personal property of the Homeowner Condo Corporation and the Common Property, as set forth in the By-Law.

11.3 Convening of Meeting to Elect First Board of Directors.

- (a) The Developer shall within the time frame set out in the By-Law convene a Meeting of Members of the Homeowner Condo Corporation at which a Board of Directors must be elected.
- (b) The Developer will provide, or ensure the Homeowner Condo Corporation provides, the information and documentation required under the By-Law to the Owners, without charge, with respect to the meeting set out in subsection (a).

11.4 Appointment of Administrator.

- (a) The Lessor may apply to the Court for appointment of an administrator.
- (b) The Court may, on cause shown, appoint an administrator for an indefinite period or for a fixed period on any terms and conditions as to remuneration or otherwise that it thinks fit.
- (c) The remuneration and expenses of an administrator shall be an expense of the Homeowner Condo Corporation.
- (d) An administrator has, to the exclusion of the Board of Directors and the Homeowner Condo Corporation, those powers and duties of the corporation that the Court orders.
- (e) An administrator may delegate any of the powers or duties so vested in the administrator.
- (f) The Court may, on the application of an administrator Lessor, remove or replace the administrator.

12. **POWERS AND DUTIES OF HOMEOWNER CONDO CORPORATION**

12.1 Control and Management.

- (a) The Homeowner Condo Corporation is responsible for the enforcement of its Constatting Documents and the control, management and administration of its real and personal property and the Common Property and shall do so in a prudent manner in the interest of its Members and in accordance with this Lease.
- (b) Without restricting the generality of subsection (a), the duties of a Homeowner Condo Corporation include the following:
 - (i) to keep in a state of good and serviceable repair and properly maintain the real and personal property of the Homeowner Condo Corporation and the Common Property;
 - (ii) to comply with notices or orders by the Lessor or any Governmental Authority requiring repairs to or work to be done in respect of the Premises.
- (c) The Homeowner Condo Corporation may by a Special Resolution acquire or dispose of an interest in real property subject to the provisions of the Lease.

- (d) The Homeowner Condo Corporation may, subject to Constatating Documents, borrow money for the purpose of carrying out the powers and duties of the Homeowner Condo Corporation.

12.2 Reserve Fund Study and Report.

- (a) The Homeowner Condo Corporation must retain a Reserve Fund Study Provider to carry out a study of the Depreciating Property for the purposes of determining the following:
 - (i) an inventory of all of the Depreciating Property that, under the circumstances under which that property will be or is normally used, may need to be repaired or replaced within the next 30 years or a time period longer than 30 years;
 - (ii) the present condition or state of repair of the Depreciating Property and an estimate as to when each component of the Depreciating Property will need to be repaired or replaced;
 - (iii) the estimated costs of repairs to or replacement of the Depreciating Property using as a basis for that estimate costs that are not less than the costs existing at the time that the Reserve Fund Report is prepared;
 - (iv) the life expectancy of each component of the Depreciating Property once that property has been repaired or replaced.
- (b) In carrying out the Reserve Fund Study under subsection (a), the Reserve Fund Study Provider must also do the following:
 - (i) determine the current amount of funds, if any, included in the Homeowner Condo Corporation's Reserve Fund;
 - (ii) conduct an on-site visual inspection of all visible components of the Depreciating Property;
 - (iii) interview the members of the Board of Directors;
 - (iv) interview, to the extent the Reserve Fund Study Provider considers necessary, any Property Manager, any employees of the Homeowner Condo Corporation or Property Manager, or any other person;
 - (v) review relevant documents, including the Condo Building Plan, a building assessment report, if applicable, construction documents and maintenance records;
 - (vi) recommend the amount of funds, if any, that should be included in or added to the Reserve Fund in order to provide the necessary funds to establish and maintain or to maintain, as the case may be, a Reserve Fund for the purposes of section 12.2(a);

- (vii) describe the basis for determining:
 - (1) the amount of the funds under clause (i), and
 - (2) the amount in respect of which the recommendation was made under clause (vi).
- (c) After the Reserve Fund Study under this section is completed, the Reserve Fund Study Provider must prepare and submit to the Board of Directors a Reserve Fund Report in writing in respect of the study setting out the following:
 - (i) the qualifications of that person to carry out the Reserve Fund Study and prepare the report;
 - (ii) a signed statement that the person is a Reserve Fund Study Provider and no grounds of disqualification under section 12.3 or 12.4 apply;
 - (iii) the findings of the Reserve Fund Study in respect of the matters referred to in subsections (a) and (b);
 - (iv) any other matters that the person considers relevant.

12.3 Reserve Fund Study Provider.

- (a) In respect of the Depreciating Property, an individual is not permitted to act as a Reserve Fund Study Provider unless the individual
 - (i) is:
 - (1) an Engineer,
 - (2) a professional technologist,
 - (3) a certified technologist as defined in the *ASET Regulation* (AR 282/2009) who holds a certificate of registration as a certified engineering technologist or applied science technologist,
 - (4) a registered engineering technologist as defined in the *ASET Regulation* (AR 282/2009),
 - (5) an Architect,
 - (6) a person who is a member of the Appraisal Institute of Canada and holds the designation of Accredited Appraiser Canadian Institute,
 - (7) a person who is a member of the Canadian National Association of Real Estate Appraisers and holds the designation of Designated Reserve Planner or Designated Appraiser Commercial,

- (8) a person who is a member of the Canadian Institute of Quantity Surveyors and holds a designation as a Professional Quantity Surveyor,
 - (9) a certified reserve planner who is accredited by the Real Estate Institute of Canada,
 - (10) a person who holds a certificate from the Reserve Fund Planning Program at the University of British Columbia, or
 - (11) such trained individual as consented to by the Lessor in writing from time to time, and
- (ii) is knowledgeable with respect to:
- (1) the Depreciating Property or that type of Depreciating Property,
 - (2) the operation and maintenance of the Depreciating Property or that type of Depreciating Property, and
 - (3) the costs of replacement of or repairs to, as the case may be, the Depreciating Property or that type of Depreciating Property.
- (b) Despite subsection (a), the following individuals are not permitted to act as a Reserve Fund Study Provider:
- (i) a director, officer or employee of the Homeowner Condo Corporation;
 - (ii) a Property Manager under a Management Agreement with the Homeowner Condo Corporation;
 - (iii) a partner, employer or employee of a person referred to in clause (i) or (ii);
 - (iv) the spouse or common law partner or a child of a director or officer of the Homeowner Condo Corporation, or a child of the spouse or common law partner of a director or officer of the Homeowner Condo Corporation;
 - (v) an Owner;
 - (vi) a Residential Tenant or other occupant of a Unit.
- (c) For greater certainty, nothing in this section 12.3 precludes a Reserve Fund Study Provider from
- (i) engaging a person who is not a Reserve Fund Study Provider to assist in the carrying out of a Reserve Fund Study or in the preparation of a Reserve Fund Report, or

- (ii) relying on information and documents prepared or provided by persons who are not Reserve Fund Study Providers in the carrying out of a Reserve Fund Study or in the preparation of a Reserve Fund Report.

12.4 Developer Reserve Fund Study. If the Developer arranges for a Reserve Fund Study before the first Board of Directors after the Interim Board is elected in accordance with the By-Law, the Developer shall ensure that the Reserve Fund Study is carried out by a Reserve Fund Study Provider who is at arm's length from the Developer and every member of the Interim Board.

12.5 Homeowner Condo Corporation as Reserve Fund Study Provider. Notwithstanding section 12.3, if a Condo Building Plan consists of not more than twelve (12) Units, the Homeowner Condo Corporation may, in respect of that Condo Building Plan, carry out the functions of a Reserve Fund Study Provider if authorized to do so by a Special Resolution.

13. **CONDO BUILDING BUDGET**

13.1 Content, Delivery of Proposed Condo Building Budget.

- (a) A proposed Condo Building Budget referred to in Section 5.2(7) of this Lease (the "**Proposed Condo Building Budget**") must contain the following information for the 12-month period specified in the Proposed Condo Building Budget:
 - (i) the projected total revenue of the Homeowner Condo Corporation;
 - (ii) the projected total expenses of the Homeowner Condo Corporation;
 - (iii) the specific projected expenses, each of which must be listed under one of the following categories:
 - (1) maintenance and repairs;
 - (2) insurance;
 - (3) utilities;
 - (4) management services;
 - (5) other contracted services;
 - (6) the Reserve Fund Study; and
 - (7) other expenses;
 - (iv) the projected payments into the Reserve Fund;
 - (v) the name and credentials, if any, of the person who prepared the Proposed Condo Building Budget, and the date on which the Proposed Condo Building Budget was prepared.

- (b) The person who prepares the Proposed Condo Building Budget may include an estimate for inflation in respect of projected expenses.
- (c) A Proposed Condo Building Budget must provide for a reasonable amount of the projected total revenue of the Homeowner Condo Corporation to be deposited in the Reserve Fund.
- (d) A Proposed Condo Building Budget may be delivered to a Purchaser only until a Condo Building Budget for the Homeowner Condo Corporation's fiscal year is prepared by the Homeowner Condo Corporation.

13.2 Consequences of Underestimated Expenses.

- (a) If the actual total expenses incurred by the Homeowner Condo Corporation in the 12-month period beginning with the first month in which Contributions are first levied on Owners at regular intervals are more than 15% above the projected total expenses of the Homeowner Condo Corporation as set out in the Proposed Condo Building Budget, the Homeowner Condo Corporation shall provide the Developer with:
 - (i) a notice setting out:
 - (1) the actual and projected total expenses, and
 - (2) the amount of the actual total expenses that is greater than 15% above the projected total expenses,and
 - (ii) a copy of the financial statements and any other documents from which the actual and projected total expenses were determined.
- (b) For the purposes of this section, the projected total expenses are the lowest projected expenses disclosed by the Developer to any Purchaser.
- (c) The Homeowner Condo Corporation shall provide the notice under subsection (i) within ninety (90) days after the preparation of the financial statements for the 12-month period beginning with the first month in which Contributions are first levied on Owners at regular intervals.
- (d) Subject to subsection (e), within sixty (60) days after receiving a notice under subsection (i), the Developer shall pay the Homeowner Condo Corporation the amount specified in section 13.2(a)(i)(2).
- (e) This section does not apply in respect of underestimated expenses that result from:
 - (i) an increase in an expense incurred by the Homeowner Condo Corporation as a result of terminating an agreement under section 9 and entering into a new agreement for the same or similar services,

- (ii) an expense that was not reasonably foreseeable at the time the Proposed Condo Building Budget was prepared,
- (iii) an increase in an insurance premium or insurance deductible paid in respect of any policies paid for by the Homeowner Condo Corporation,
- (iv) an increase in utility charges from the market rates at the time of the Proposed Condo Building Budget,
- (v) charges for legal services provided to the Homeowner Condo Corporation after the meeting convened under section 11.3,
- (vi) an increase in the cost of a Reserve Fund Study, or
- (vii) an increase in inflation, as compared to an estimate of inflation included under section 13.1(b).

14. **CONTRIBUTIONS**

14.1 **Contributions.**

- (a) The Owners shall pay to the Homeowner Condo Corporation such contributions as may be determined by the Board of Directors in accordance with the By-Law.
- (b) The Homeowner Condo Corporation may enforce the payment of Contributions in accordance with, and in the manner set out in, the By-law and any charges registered in the Registry against a Unit with respect thereto shall have the priority as set out in the By-Law.
- (c) Notwithstanding subsection (c), if:
 - (i) a Homeowner Condo Corporation has registered a charge under the By-Law,
 - (ii) subsequent to the charge being registered another person gains title to the Unit pursuant to:
 - (1) a foreclosure action, or
 - (2) an action for specific performance, and
 - (iii) an amount remains owing to the Homeowner Condo Corporation with respect to the Contribution and interest for which the charge was registered,

the charge remains registered and is enforceable against the title to the Unit until the amount owing is paid to the Homeowner Condo Corporation.

15. **HOMEOWNER CONDO CORPORATION INFORMATION AND DOCUMENTS**

15.1 **Information and Documents.**

- (a) The Homeowner Condo Corporation shall provide such information and documents to such person as may be required by the By-Law upon receipt of any fees set out therein.
- (b) Prior to the Transfer Date, the Developer shall provide all of the certifications set out in section 3.17 of the By-Law that are to be provided by the Homeowner Condo Corporation from and after the Transfer Date as if the Developer were the Homeowner Condo Corporation.

16. INSURANCE

16.1 All Perils Insurance.

- (a) In addition to the Lessee's insurance requirements to be maintained under Article 18 of this Lease, the Homeowner Condo Corporation:
 - (i) shall place and maintain insurance on the Units, other than Unit Improvements, and the Common Property against loss resulting from destruction or damage caused by any peril required under this section 16 to be insured against, including but not limited to the following perils as would be covered by standard insurance policies and as customarily understood in the insurance industry:
 - (1) fire;
 - (2) leakage from fire protective equipment;
 - (3) lightning;
 - (4) smoke;
 - (5) windstorm;
 - (6) hail;
 - (7) explosion of natural, coal or manufactured gas;
 - (8) earthquake;
 - (9) comprehensive water damage;
 - (10) flood;
 - (11) sewer back-up;
 - (12) the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system or a domestic appliance that is located within an insured Building;
 - (13) impact by aircraft, spacecraft, watercraft and land vehicles;

- (14) riot, vandalism or a malicious act, other than vandalism or a malicious act caused by an Owner to the Unit the Owner owns or by an occupant or Residential Tenant to the Unit that the occupant or Residential Tenant occupies;
 - (15) equipment breakdown for critical building systems (including boilers and machinery), to the extent such peril is not otherwise required under this section 16 to be insured against;
 - (16) bylaws; and
 - (17) any other perils as required in the Constatng Documents.
- (ii) shall, if required to do so by the Constatng Documents, place and maintain insurance on Unit Improvements against loss resulting from destruction or damage caused by any peril required under this section 16 to be insured against, including but not limited to those described under clause (i), and
 - (iii) may place and maintain insurance on the Units and the Common Property, or either of them, against additional perils other than those required to be insured against under clauses (i) and (ii),

and for that purpose the Homeowner Condo Corporation has an insurable interest in the Units and the Common Property and to the extent no such insurable interest is available to the Homeowner Condo Corporation under Applicable Law, shall place such insurance as agent for the Owners and the Owners shall pay over any such insurance proceeds received in accordance with section 16.1(e).

- (b) Notwithstanding section 16.1(a)(i), but subject to section 16.2, a Homeowner Condo Corporation is not required to place and maintain insurance against perils to which the Common Property is not subject.
- (c) In complying with section 16.1(a)(i), the Homeowner Condo Corporation must place and maintain insurance for replacement cost value that provides that if
 - (i) the insured property is destroyed or damaged, and
 - (ii) that property is replaced or repaired,no deduction shall be made from the settlement for depreciation to the property.
- (d) If the Homeowner Condo Corporation places insurance under section 16.1(a)(i), it may continue that insurance unless it is prohibited from doing so by a resolution passed at meeting of the Owners.

- (e) Any payment by an insurer under a policy of insurance for the destruction of or damage to a Unit or the Common Property must, notwithstanding the terms of the policy,
 - (i) be paid to the insurance trustee designated in the Constating Documents or, if the Constating Documents do not designate an insurance trustee, to the Homeowner Condo Corporation, and
 - (ii) subject to 24.3 of this Lease, be used forthwith for the replacement or repair of the insured property that was destroyed or damaged;
- (f) If insurance is placed by a Homeowner Condo Corporation and an Owner against the loss resulting from destruction of or damage to the Units or the Common Property:
 - (i) the insurance placed by the Homeowner Condo Corporation shall be first loss insurance, and
 - (ii) the insurance placed by the Owner of a Unit in respect of the same property that is insured by the Homeowner Condo Corporation shall be excess insurance.
- (g) Any policy placed or maintained in accordance with section 16.1 will include coverage for both direct and indirect costs, including for contents, professional expenses and condominium fees and/or rental reserves (with minimum limits equal to 100% of 24 months of total expected condominium fees and/or rental reserves).

16.2 Insurance on Units, Fixtures, Finishing.

- (a) Unless the Constating Documents require that additional insurance be provided by the Homeowner Condo Corporation, the Homeowner Condo Corporation shall, at a minimum, place and maintain the following amount of insurance, as applicable:
 - (i) for all Residential Units other than Developer Units, the replacement value of the Units and of the Fixtures and Finishing in the Units, as if all Units contained the features as described in the applicable Standard Insurable Unit Description;
 - (ii) for Developer Units, the replacement value of the Units and of the Fixtures and Finishing as they existed at Substantial Completion of the Development;
 - (iii) for Parking Units and Storage Units, the replacement value of the Units and of the Fixtures and Finishing in the Units, as the Units and Fixtures and Finishing were typically provided to Purchasers by the Developer;

- (iv) for Units that are Common Property the replacement value of the Units and of the Fixtures and Finishing in the Units.
- (b) A Standard Insurable Unit Description must include a description of the typical features in the applicable Residential Units (the “**Fixtures and Finishing**”), including the following, as applicable:
 - (i) floor coverings, wall coverings and ceiling coverings;
 - (ii) electrical lines and fixtures, including lighting fixtures;
 - (iii) plumbing lines and fixtures;
 - (iv) natural gas lines and fixtures;
 - (v) fixtures with respect to air exchange and temperature control;
 - (vi) walls that do not form the Unit’s boundaries, and any windows and doors located in those walls;
 - (vii) cabinets and counter tops;
 - (viii) non-chattel appliances.
- (c) The Homeowner Condo Corporation may increase the amount of insurance obtained for a Unit in accordance with subsection (a) to reflect a higher replacement value, where the Homeowner Condo Corporation determines that there are variations, in size or in other material factors, from the Standard Insurable Unit Description among the Units in a Class of Residential Units.

16.3 Notification of Standard Insurable Unit Description and Insurance Coverage Changes.

- (a) The Homeowner Condo Corporation shall provide each Owner with notice of the Standard Insurable Unit Description for its Residential Unit upon the later of:
 - (i) thirty (30) days after the Standard Insurable Unit Description being determined, and
 - (ii) thirty (30) days after the applicable Homeowner Closing Date.
- (b) The Homeowner Condo Corporation shall, when there is a change in one or more of the following matters with respect to the Homeowner Condo Corporation’s insurance policy under sections 16.1 and 16.2, provide each Owner with written notice of the change and a copy of the insurance certificate reflecting the change within thirty (30) days of the date the Homeowner Condo Corporation receives the insurance certificate:
 - (i) the amount of the deductible payable in the event of a claim;

- (ii) the replacement value of the coverage;
 - (iii) any addition to permitted exclusions.
- (c) If the Homeowner Condo Corporation receives a notice of cancellation of an insurance policy under sections 16.1 or 16.2, it shall provide written notice of the cancellation to all Unit Owners and the Lessor as soon as possible.

16.4 Standard Insurable Unit Description Process.

- (a) The Homeowner Condo Corporation shall:
- (i) ensure that a Standard Insurable Unit Description has been adopted for each Class of Residential Units, and
 - (ii) identify the Standard Insurable Unit Description that applies to each of the Residential Units if there are 2 or more Classes of Residential Units.
- (b) The Homeowner Condo Corporation may adopt or amend a Standard Insurable Unit Description by:
- (i) a Special Resolution,
 - (ii) an Ordinary Resolution, if the Homeowner Condo Corporation has not passed a Special Resolution referred to in clause (i), or
 - (iii) a Board Resolution, if the Homeowner Condo Corporation has not passed a Special Resolution referred to in clause (i) and has not passed an Ordinary Resolution referred to in clause (ii).
- (c) If the Homeowner Condo Corporation adopts a Standard Insurable Unit Description pursuant to subsection (b)(iii), the Homeowner Condo Corporation must present that description as an agenda item at the next annual Meeting of Members for ratification or amendment by Ordinary Resolution.
- (d) The Homeowner Condo Corporation make available, within a reasonable period of time, upon the request of an Owner, Unit Mortgagee or potential Unit Mortgagee or Purchaser or potential Purchaser or a proposed assignee of a Prepaid Homeowner Lease, the most current Standard Insurable Unit Description applicable to all Classes of Residential Units.
- (e) The information provided in accordance with subsection (d) must contain:
- (i) a clear indication of the type of resolution under which the Standard Insurable Unit Description was adopted or amended,
 - (ii) a certification that the resolution was duly passed, and
 - (iii) the seal of the Homeowner Condo Corporation.

16.5 Insurance Against Fraudulent or Dishonest Acts.

- (a) Subject to the Act, the Homeowner Condo Corporation shall obtain one or more Homeowner insurance policies that provide the Homeowner Condo Corporation with coverage from a loss directly caused by a fraudulent or dishonest act of a member of the Board of Directors or an officer of the Homeowner Condo Corporation which shall include an employee who handles money belonging to the Homeowner Condo Corporation, where the member of the Board of Directors or officer acts alone or in collusion with others with intent to:
 - (i) cause a loss to the Homeowner Condo Corporation, or
 - (ii) improperly obtain a financial benefit for the member of the Board of Directors or the officer or another person.
- (b) The amount of coverage under the insurance policies held by a Homeowner Condo Corporation under subsection (a) must be at least:
 - (i) the amount, if any, set or determined in accordance with criteria set for this purpose by the Homeowner Condo Corporation in the Constating Documents, or
 - (ii) the sum of the Reserve Fund balance at the start of the Homeowner Condo Corporation's current fiscal year, and the balance of the Operating Account at the beginning of the Homeowner Condo Corporation's current fiscal year, if no amount or criteria are set in the Constating Documents.
- (c) The Homeowner Condo Corporation shall review the amount of coverage for insurance policies held under subsection (a) at least once every 2 years, and adjust it as necessary, to ensure that it complies with subsection (b).

16.6 Other Insurance.

- (a) Commercial General Liability Insurance.
 - (i) The Homeowner Condo Corporation shall place and maintain insurance with minimum limits of \$10,000,000 per occurrence for personal injury (including bodily injury and death) and property damage, which includes by additional endorsement or otherwise:
 - (1) contractual liability addressing indemnification under this Lease;
 - (2) cross liability;
 - (3) severability of interests; and,
 - (4) liability arising out of or related to unlicensed equipment, products and completed operations, pollution, non-owned automobile,

elevator, contingent employer's liability and employee benefits, as well as tenant's legal liability.

(b) Directors and Officers Liability Insurance.

- (i) The Homeowner Condo Corporation shall place and maintain insurance with minimum limits of \$5,000,000 against the following:
 - (1) any liability incurred by a member of the Board of Directors or an officer of the Homeowner Condo Corporation arising out of any action or omission of the member or officer with respect to carrying out the functions and duties of a member or officer except as a result of a failure to act honestly and in good faith with a view to the best interests of the Homeowner Condo Corporation or a failure to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances;
 - (2) any liability incurred by the Homeowner Condo Corporation arising out of any action or omission of a member of the Board of Directors or an officer of the Homeowner Condo Corporation with respect to carrying out the functions and duties of a member or officer;
 - (3) any liability incurred by the Homeowner Condo Corporation arising out of a breach of duty as the occupier of the Common Property; and,
 - (4) any liability incurred by the Homeowner Condo Corporation arising out of the ownership, use or operation of any machinery, equipment, pressure vessels and vehicles.

(c) Cyber Insurance.

- (i) The Homeowner Condo Corporation shall place and maintain insurance with minimum limits of \$250,000.00 providing first party coverage for losses arising from, but not limited to, unauthorized access to or breaches of sensitive data, including personal information of residents and financial records, unauthorized access to the Corporation's information systems, including hacking, phishing, and other cyber intrusion attempts and liability coverage for claims arising from cyber incidents that may affect third parties, including residents, vendors, or other stakeholders. This includes, but is not limited to, claims for negligence, data theft, and any resultant financial loss or reputational damage.

(d) Crime Insurance.

- (i) The Homeowner Condo Corporation shall place and maintain crime insurance with minimum limits of \$50,000 for Conv. I (employee

dishonesty) and \$10,000 for Conv. II through V (which may include coverage for theft, forgery, and other specified criminal acts), to the extent not already provided for under section 16.5.

16.7 Insurance Amount and Deductible.

- (a) Except as specifically set out in this section 16 otherwise, property that is insured as required pursuant this section 16 must be insured for its replacement value.
- (b) Property insurance required pursuant to this section 16 is subject to any reasonable deductible that is agreed to by the Homeowner Condo Corporation and the insurer.
- (c) If the Homeowner Condo Corporation receives a notice of cancellation of an insurance policy, it shall provide written notice of the cancellation to all Unit Owners as soon as possible.

16.8 Insurance Limitations and Exclusions.

- (a) The insurance coverage referred to in this section 16 and the extent or amount of liability and the perils to be insured against under this section 16 are subject to any limitation, exception, exclusion or restriction that:
 - (i) is usual and customarily imposed or provided for in the insurance industry, or
 - (ii) is reasonable in the circumstances,as may from time to time be imposed or otherwise provided for by the insurer.
- (b) Insurance placed by a Homeowner Condo Corporation is not to be considered inadequate by reason only that the insurance is subject to any limitation, exception, exclusion or restriction that:
 - (i) is usual and customarily imposed or provided for in the insurance industry, or
 - (ii) is reasonable in the circumstances,as may from time to time be imposed or otherwise provided for by the insurer.

16.9 Insurance Requirements Imposed by Homeowner Condo Corporation.

- (a) The Constating Documents may:
 - (i) require Owners to purchase insurance with respect to deductibles that may be payable to the Homeowner Condo Corporation under section 16.12 in respect of the Homeowner Condo Corporation's insurance policy,

- (ii) specify the particulars of insurance to be purchased for the purposes of clause (i), and
- (iii) specify the proof an Owner must provide to the Homeowner Condo Corporation respecting the insurance purchased.

16.10 Repairs to Units.

- (a) The Homeowner Condo Corporation shall make repairs or arrange for and supervise repairs to a Unit and Fixtures and Finishing in a Unit after damage where the Homeowner Condo Corporation is responsible for insuring the property affected by the damage.
- (b) The Homeowner Condo Corporation is not responsible for making or arranging for repairs after damage where the damage is in respect of property that the Homeowner Condo Corporation is not required to insure, including Unit Improvements or to property covered by insurance specified by the Constating Documents as being the responsibility of an Owner.
- (c) Where a Unit is insured on the basis of a Standard Insurable Unit Description, the Homeowner Condo Corporation shall rebuild the Unit to the standard set out in the Standard Insurable Unit Description, unless:
 - (i) an Owner of a Unit has a separate policy of insurance for Unit Improvements, or is willing to pay for Unit Improvements to the Unit as an out-of-pocket expense,
 - (ii) at least one item of the property described as Fixtures and Finishing was absent, destroyed or partially damaged or below the standard of the Standard Insurable Unit Description at the time of the damage and the Homeowner Condo Corporation had no prior obligation to repair the property from its previous status as absent, destroyed or partially damaged, unless the Owner is willing to pay out of pocket for the costs of repairing the absent, destroyed or partially damaged property, or
 - (iii) the Fixtures and Finishing in the Unit had been installed below the standard as set out in the Standard Insurable Unit Description.
- (d) In a situation described in subsection (c)(iii), the Homeowner Condo Corporation shall rebuild the Unit to reflect its prior Fixtures and Finishing, unless the Owner is willing to pay the costs of upgrading the Fixtures and Finishing of the Unit as an out-of-pocket expense.
- (e) Subject to subsection (f), the Homeowner Condo Corporation is not responsible for making or arranging for repairs after damage where the damage is in respect of property that the Homeowner Condo Corporation is not required to insure, including Unit Improvements or to property covered by insurance specified by Constating Documents as being the responsibility of an Owner.

- (f) Where an Owner acquires a separate policy of insurance for the Fixtures and Finishing in a Unit for an amount in excess of what the Homeowner Condo Corporation is required to insure, and the Fixtures and Finishing of the Unit are damaged, unless the Homeowner Condo Corporation is not required to insure the Fixtures and Finishing in the Unit, the Owner and the Owner's insurer shall allow the Homeowner Condo Corporation to make repairs or arrange for and supervise repairs to the Fixtures and Finishing of the Unit on the Owner's and the insurer's behalf, unless the Homeowner Condo Corporation agrees to another arrangement.
- (g) Notwithstanding anything in this 16.10 to the contrary, the Constating Documents may allow for assigning responsibility to the Owner of a Unit for making repairs or arranging for and supervising repairs of the Unit.

16.11 Urgent Repairs by Homeowner Condo Corporation.

- (a) The Homeowner Condo Corporation is authorized to make or arrange for and supervise repairs to a Unit after damage that was not the Homeowner Condo Corporation's responsibility to insure against, if:
 - (i) the failure to repair poses a risk to public safety, or puts Common Property, other Units, occupants or personal property at risk,
 - (ii) the Owner of the Unit or an agent of the Owner has not commenced repairs within a reasonable amount of time, and
 - (iii) the Homeowner Condo Corporation has provided reasonable notice to the Owner.
- (b) The Owner of a Unit repaired by the Homeowner Condo Corporation is liable to pay the Homeowner Condo Corporation for the prudent costs of actions taken by the Homeowner Condo Corporation under subsection (a).

16.12 Recovery of Amount of Deductible.

- (a) The Homeowner Condo Corporation may pay an insurance deductible in an insurance claim and recover the amount of the deductible from an Owner in accordance with this section 16.12.
- (b) Subject to subsections (c) and (e), an Owner, on demand by the Homeowner Condo Corporation, shall pay to the Homeowner Condo Corporation the amount of the deductible in the Homeowner Condo Corporation's insurance claim for damage that originates in or from the Owner's Unit or an exclusive possession area assigned to the Owner.
- (c) Notwithstanding the foregoing or any provision of the Constating Documents, the Homeowner Condo Corporation shall not require an Owner to pay an amount greater than \$50,000 as a deductible in the Homeowner Condo Corporation's insurance claim.

- (d) If an Owner does not pay the Homeowner Condo Corporation the amount it is entitled to recover under subsection (b) within a reasonable period of time, the Homeowner Condo Corporation may:
 - (i) seek an action in debt, or
 - (ii) require such owner to pay a contribution under section 14.1, if permitted by the Constating Documents.
- (e) An Owner is not liable to the Homeowner Condo Corporation for the amount of the deductible in the Homeowner Condo Corporation's insurance claim where the claim arose from
 - (i) a defect in the construction of the Unit or exclusive possession area assigned to the Owner,
 - (ii) damage attributable to an act or omission of the Homeowner Condo Corporation, a member of the Board of Directors, officer, employee or agent of the Homeowner Condo Corporation, or any combination of them, or
 - (iii) normal structural deterioration of the Common Property or the real property of the Homeowner Condo Corporation, other than property that the Owner was responsible to repair or maintain.
- (f) Nothing in this section 16.12 shall be construed in a manner to affect any remedy at law of an Owner or a Homeowner Condo Corporation against a person who is responsible for damage to property, including damage to property caused through wilfulness or negligence.

16.13 Miscellaneous.

- (a) Until the Transfer Date any insurance that the Homeowner Condo Corporation is required to place in accordance under this section 16 may, and shall if necessary to maintain the required coverage, be undertaken by the Developer, who shall have the same benefits and be subject to the same limitations and responsibilities as the Homeowner Condo Corporation. After the Transfer Date, all responsibilities of the Homeowner Condo Corporation with respect to insurance shall be solely the responsibility of the Homeowner Condo Corporation.
- (b) To the extent not already provided for under this section 16, each policy of insurance to be placed and maintained by the Homeowner Condo Corporation is to include the following:
 - (i) waiver of subrogation clause in favour of the Lessor, His Majesty, the Nation and their respective directors, officers, staff, employees, agents, contractors, subcontractors and consultants, whereby the Homeowner Condo Corporation agrees to waive any right of subrogation for any

claims or losses covered by the insurance policies under this section 16. This waiver applies to all claims arising out of or related to this Lease, including but not limited to property damage, personal injury, and any other losses for which an insurance recovery is made. The Homeowner Condo Corporation shall ensure that its insurance policies are endorsed to reflect this waiver of subrogation. And,

- (ii) mortgagee clause in favour of the Head Lease Mortgagee and each Unit Mortgagee.
- (c) The Homeowner Condo Corporation shall provide the Lessor with a certificate of insurance in respect of every policy required under this section 16 evidencing the required coverage prior to the commencement of the first Prepaid Homeowner Lease and thereafter as may be required by the Lessor. The certificate shall name the Lessor and the Head Lease Mortgagee as additional insureds and shall provide that the insurance policy may not be canceled or modified without Lessor's prior written consent.
- (d) The Homeowner Condo Corporation shall ensure that each policy required under section 16 remains in effect throughout the duration of the term of each Prepaid Homeowner Lease and Developer Prepaid Homeowner Lease and shall provide the Lessor with updated certificates of insurance upon any extension or renewal of each Prepaid Homeowner Lease.

17. **DISPOSITIONS OF REAL PROPERTY OF THE HOMEOWNER CONDO CORPORATION OR COMMON PROPERTY**

17.1 Disposition of Common Property.

- (a) By a Special Resolution, and always subject to Articles [20 and 21] of this Lease, a Homeowner Condo Corporation may be directed to transfer its subleasehold interest in or further sublease the real property of the Homeowner Condo Corporation or the Common Property, or any part of it.
- (b) When the Board of Directors is satisfied that the Special Resolution was properly passed and the requirements under subsection (a) have been met, the Homeowner Condo Corporation shall execute the appropriate transfer or sublease.
- (c) Subject to subsection (d), a transfer or sublease executed in accordance with subsection (b) is valid and effective without execution by any person having an interest in the Common Property, and the receipt of the Homeowner Condo Corporation for the purchase price, rent, premiums or other money payable to the Homeowner Condo Corporation under the terms of the transfer or sublease is a sufficient discharge of and exonerates the persons taking under the transfer or the sublease from any responsibility for the application of the money expressed to have been so received.

- (d) A transfer or sublease authorized under this section 17.1 is ineffective unless it has endorsed on it or is accompanied with a certificate under the seal of the Homeowner Condo Corporation stating:
 - (i) that the Special Resolution was properly passed, and
 - (ii) that the transfer or sublease conforms with the terms of it.
- (e) The certificate referred to in subsection (d) is conclusive proof in favour of a transferee or sublessee of the Common Property, or part of it, of the facts stated in the certificate.
- (f) Concurrently with filing for registration with the Registry, of a transfer of Common Property, the Homeowner Condo Corporation shall register an amendment to the Condo Building Plan deleting the property comprised in the transfer. Such amendment and consequently the related transfer shall, at all times, be subject to compliance with section 3.9.

17.2 Exclusive Use Areas.

- (a) Notwithstanding sections 12.1(c) and 17.1, the Homeowner Condo Corporation may, by means of the Constating Documents, sublease, licence or other instrument, grant an Owner the right to exercise exclusive possession in respect of an area of the real property of the Homeowner Condo Corporation or the Common Property.
- (b) A grant of the right to exercise exclusive possession may be withdrawn according to the terms of the Constating Documents, sublease, licence or other instrument referred to in subsection (a).
- (c) Where the Homeowner Condo Corporation grants a right to exercise exclusive possession under subsection (a), the Homeowner Condo Corporation may require the Owner, under the Constating Documents, sublease, licence or other instrument, to maintain and repair the area of the real property of the Homeowner Condo Corporation or the Common Property that is the subject of the grant.
- (d) Despite subsection (c), where an Owner fails to maintain or repair the area of the real property of the Homeowner Condo Corporation or Common Property in compliance with the requirements under subsection (c), the Homeowner Condo Corporation may carry out the necessary maintenance or repairs.
- (e) Upon demand from the Homeowner Condo Corporation the Owner by the Homeowner Condo Corporation reasonable costs it has incurred for the purposes of maintenance or repairs under subsection (d).

17.3 Procedure for Granting Easements and Restrictive Covenants.

- (a) By a Special Resolution a Homeowner Condo Corporation may be directed to execute on behalf of the Owners a grant of easement or a restrictive covenant burdening the Premises, which may include a Unit.
- (b) By a Special Resolution a Homeowner Condo Corporation may be directed to execute on behalf of the Owners a surrender of an easement or a restrictive covenant that was granted under subsection (a).
- (c) When the Board of Directors is satisfied that the Special Resolution was properly passed, the Homeowner Condo Corporation shall execute the appropriate instrument to grant the easement or covenant.
- (d) An instrument granting an easement or covenant executed in accordance with subsection (c) and a surrender executed in accordance with subsection (b) is valid and effective without execution by any person having an interest in the Premises. To the extent required to grant an easement or restrictive covenant or to discharge same, in each case that have been approved or directed by a Special Resolution, each Owner shall provide all such further assurances and documents and take reasonable steps to grant such easement or restrictive covenant or the discharge of same, as the case may be.
- (e) Each easement and restrictive covenant authorized under this section 17.3 submitted for registration with the Registry shall have endorsed on it or be accompanied by a certificate under the seal of the Homeowner Condo Corporation stating that the Special Resolution was properly passed.

18. **RENTAL OF UNITS**

18.1 **Rental of Units.**

- (a) An Owner of a Unit shall not rent the Owner's Unit until the Owner has given written notice to the Homeowner Condo Corporation of the Owner's intention to rent the Unit, setting out:
 - (i) the address at which the Owner may be served with a notice given by the Homeowner Condo Corporation under section 18.2 or an application or order referred to in sections 18.3 or 18.4, and
 - (ii) the amount of rent to be charged for the Unit.
- (b) If an Owner rents the Owner's Unit it shall be pursuant to a Residential Tenancy Agreement and a condition of that tenancy, notwithstanding anything in the Residential Tenancy Agreement, that any person in possession of that Unit shall not:
 - (i) cause damage to the real or personal property of the Homeowner Condo Corporation or the Common Property, or

- (ii) contravene the Constating Documents.
- (c) The Homeowner Condo Corporation may require an Owner who rents the Owner's Unit to pay to and maintain with the Homeowner Condo Corporation a deposit that the Homeowner Condo Corporation may use for:
 - (i) the repair or replacement of the real and personal property of the Homeowner Condo Corporation or of the Common Property, and
 - (ii) the maintenance or repair of any area of the Common Property that is the subject of a grant to the Owner of the right to exercise exclusive possession under section 17.2,

that is damaged, destroyed, lost or removed, as the case may be, by any person in possession of the rented Unit.
- (d) A deposit referred to in subsection (c) shall be an amount that is reasonable in the circumstances and shall be held and repaid along with interest earned, if any.
- (e) The Owner of a Unit shall give the Homeowner Condo Corporation written notice of the name of the Residential Tenant renting the Unit within twenty (20) days from the commencement of the tenancy.
- (f) Within twenty (20) days after ceasing to rent the Owner's Unit, the Owner shall give the Homeowner Condo Corporation written notice that the Unit is no longer rented.
- (g) The Homeowner Condo Corporation shall, within twenty (20) days after receiving a written notice under subsection (f),
 - (i) return the deposit and interest earned, if any, to the Owner,
 - (ii) if the Homeowner Condo Corporation has made use of the deposit for one or more of the purposes referred to under subsection (c), deliver to the Owner
 - (1) a statement of account showing the amount used and interest earned, if any, with an itemized list of any deductions and the purposes for which the deductions were made, and
 - (2) the balance of the deposit not used, if any and interest earned, if any,

or

 - (iii) if the Homeowner Condo Corporation is entitled to make use of the deposit but is unable to determine the amount of the deposit that it will use, deliver to the Owner an estimated statement of account showing the

amount it intends to use and, within sixty (60) days after delivering to the Owner the estimated statement of account, deliver to the Owner

- (1) a final statement of account showing the amounts used and interest earned, if any, and
 - (2) the balance of the deposit not used, if any and interest earned, if any.
- (h) If a deposit referred to in subsection (c) is owing by an Owner to a Homeowner Condo Corporation, the Homeowner Condo Corporation may, in addition to any rights of recovery that it has in law, recover that amount in accordance with the By-Law with respect to Contributions as if it were a Contribution.

18.2 Notice to Give up Possession.

- (a) The Homeowner Condo Corporation may give a Residential Tenant renting a Unit a notice to give up possession of that Unit if any person in possession of the Unit:
- (i) causes damage, other than normal wear and tear, to the real or personal property of the Homeowner Condo Corporation or to the Common Property, or
 - (ii) contravenes the Constatting Documents.
- (b) When the Homeowner Condo Corporation gives a Residential Tenant a notice under subsection (a):
- (i) the Residential Tenant shall give up possession of the Unit, and
 - (ii) notwithstanding the Residential Tenancy Requirements or anything contained in the Residential Tenancy Agreement between the Residential Tenant and the Owner of the Unit, the Residential Tenancy Agreement shall terminate,

on the last day of the month immediately following the month in which the notice is served on the Residential Tenant.

- (c) A notice given under subsection (a) shall be served on the Residential Tenant and the Owner of the Unit.

18.3 Application for Order to give up Possession.

- (a) If a Residential Tenant is given notice under section 18.2 and does not give up possession, the Homeowner Condo Corporation or the Owner of the Unit may apply to the Court for an order requiring the Residential Tenant to give up possession of the Unit.

- (b) An application with respect to this section 18.3 shall be served on the Residential Tenant and the Owner of the Unit not less than three (3) Business Days before the day scheduled for the hearing of the application.
- (c) The Residential Tenancy Agreement shall terminate on the day that the Residential Tenant is required to give up possession of the Unit pursuant to any order to that effect made pursuant to an application under subsection (a).
- (d) The Homeowner Condo Corporation shall serve a copy of any order made pursuant to an application made under subsection (a) on the Owner of the Unit.

18.4 Application for Order to give up Possession.

- (a) If any person in possession of a Unit that is being rented:
 - (i) has caused or is causing excessive damage to the real or personal property of the Homeowner Condo Corporation or to the Common Property, or
 - (ii) is a danger to or is intimidating the Owners or any persons who are in possession of the other Units,

the Homeowner Condo Corporation may, notwithstanding that the Residential Tenant renting that Unit has or has not been given a notice to give up possession of that Unit under section 18.2 or by the landlord under the Residential Tenancy Agreement, apply to the Court for an order requiring the Residential Tenant to give up immediate possession of that Unit.

- (b) An application under this section 18.4 shall be served on the Residential Tenant and the Owner of the Unit not less than three (3) Business Days before the day scheduled for the hearing of the application.
- (c) The Residential Tenancy Agreement shall terminate on the day that the Residential Tenant is required to give up possession of the Unit pursuant to any order to that effect made pursuant to an application under subsection (a)..
- (d) The Homeowner Condo Corporation shall serve a copy of any order made pursuant to an application made under subsection (a) on the Owner of the Unit.

18.5 Residential Tenancy Requirements. Where a conflict arises between the operation of section 18 and the Residential Tenancy Requirements, section 18 shall prevail.

19. **DAMAGE TO BUILDING**

19.1 Settlement Scheme for Damage to Building.

- (a) If a Building that is divided into Units is damaged or destroyed the Homeowner Condo Corporation may only elect not to repair or replace the Building pursuant to section 24.3 of this Lease or consent to the Developer electing not to repair or

replace pursuant the Building pursuant to section 24.5 of this Lease if such election or consent was approved by Special Resolution. No election under section 24.3 of this Lease or consent under section 24.5 of this Lease may be made with respect to some but not all of the Units in a Building.

- (b) If there is more than one Building that is divided into Units on the Premises and an election not to repair pursuant to sections 24.3 or 24.5 of this Lease is made for one or more, but not all of the Buildings on the Premises, the Condo Building Plan shall be amended in accordance with section 3.9 to reflect the necessary reduction of Units and addition of Common Property.
- (c) In the event that an election not to repair pursuant to sections 24.3 or 24.5 of this Lease is made for any Building that is divided into Units, all Prepaid Homeowner Leases and Residential Tenants Agreements with respect to Units in the Building shall be surrendered without the return of prepaid rent or other rent immediately prior to the surrender of the this Lease in accordance with section 24.4 of this Lease.

19.2 Effect of Surrender of Lease.

- (a) Upon the surrender of this Lease in accordance with section 24.4 of this Lease the Homeowner Condo Corporation shall be wound up in accordance with its governing statute and the Constating Documents.
- (b) The Homeowner Condo Corporation shall not be wound up until it has received all insurance proceeds it is entitled to pursuant to insurance policies it has maintained in accordance with section 16 and has paid out all of its liabilities.
- (c) Prior to winding up the Homeowner Condo Corporation in accordance with subsection (a) the Homeowner Condo Corporation shall distribute all proceeds of insurance it has received that is attributable to Unit to the Owner od such Unit. All proceeds of insurance attributable Common Property or other property of the Homeowner Condo Corporation shall be distributed to the Owners in accordance with the Unit Factors for the Units.

20. **RIGHT OF ENTRY**

20.1 Right of Entry. When a Governmental Authority or Person authorized by a Governmental Authority has a statutory right to enter on any part of the Premises, the Governmental Authority or Person shall be entitled to enter on any other part of the Premises to the extent necessary or expedient to enable the Governmental Authority or Person to exercise the Governmental Authority's or Person's powers.

21. **SERVICE**

21.1 Service.

- (a) A document including any written notice or request may be served on the Homeowner Condo Corporation:
 - (i) by leaving it at or by sending it by Recorded Mail:
 - (1) at the address for service provided to each Homeowner upon the Homeowner Condo Corporation becoming lessor under the Prepaid Homeowner Lease, or
 - (2) if a change of address for service has been filed under section 21.4, to the address for service shown on the latest notice filed,
 - or
 - (ii) by personal service on a member of the Board of Directors.
- (b) For the purposes of this section 21.1, “document” includes summons, notice, tax notice, order and other legal process.

21.2 Service on Owner.

- (a) A document, including any written notice or request, may be served by a Homeowner Condo Corporation on an Owner:
 - (i) by personal service on the Owner,
 - (ii) by ordinary mail or Recorded Mail addressed to:
 - (1) the Owner’s address as set out in the Prepaid Homeowner Lease or Developer Prepaid Homeowner Lease, or
 - (2) an alternative address for service provided by the Owner to the Homeowner Condo Corporation,
 - or
 - (iii) by Electronic Means to an electronic address that the Owner has specifically provided as an address to which information may be provided by those Electronic Means.
- (b) Service is deemed to have been effected:
 - (i) on the date on which acknowledgment of receipt of Recorded Mail is signed,
 - (ii) 7 days after the date on which the document is sent by ordinary mail, or
 - (iii) 24 hours after the document is sent by Electronic Means.

- (c) For the purposes of this section 21.2, “document” includes summons, notice, tax notice, order and other legal process.

21.3 Service of Notices. The Homeowner Condo Corporation may serve on a Residential Tenant a notice given under section 18.2 or a notice or order referred to in sections 18.3 or 18.4:

- (a) by personal service, or
- (b) if the Residential Tenant cannot be served personally by reason of the Residential Tenant’s absence from the premises or by reason of the Residential Tenant evading service:
 - (i) by giving it to an adult person who apparently resides with the Residential Tenant,
 - (ii) by posting it in a conspicuous place on some part of the premises, or
 - (iii) by sending it by Recorded Mail to the Residential Tenant at the address where the Residential Tenant resides.

21.4 Change of Address for Service.

- (a) The Homeowner Condo Corporation may by resolution of the Board of Directors change its address for service.
- (b) A Homeowner Condo Corporation shall promptly file a change of address for service made under subsection (a) at the Registry and otherwise in accordance with the Act.
- (c) A change in the address for service under subsection (a) does not take effect until a notice of that change of address is filed in accordance with the Act, but until such time notice service may be provided to either address.

21.5 Electronic Notices, Notifications.

- (a) Notwithstanding anything to the contrary contained in this section 21, where an Owner has requested and consented to receive communications from the Homeowner Condo Corporation by Electronic Means and has provided an electronic address for this purpose, the Homeowner Condo Corporation shall, subject to subsection (c), send minutes, notices and notifications, including notices of meetings or notices of non-compliance with the Constatting Documents and notifications of new rules made by the Board of Directors by Electronic Means to that address.

- (b) Where the Homeowner Condo Corporation provides notice to an electronic address, the notices and any attachment to the notices must be sent in a manner that is capable of being indefinitely retained by the recipient.
- (c) The Homeowner Condo Corporation is not required to send notices to electronic addresses pursuant to subsection (a) unless the electronic address is
 - (i) an email address, or
 - (ii) any other type of electronic address that is permitted by the Constatting Documents or the rules made by the Board of Directors, or that is acceptable to the Board of Directors, as signified by a Board Resolution.
- (d) A notice or notification sent under subsection (a) is considered to have been received by the Owner 24 hours after it is sent by Electronic Means to the electronic address referred to in subsection (c).
- (e) An Owner who has provided an electronic address for the purpose of receiving communications from a Homeowner Condo Corporation shall ensure that the Homeowner Condo Corporation is notified if this electronic address changes.

21.6 Notification of New Rule.

- (a) Subject to subsections (b) and (c), at least thirty (30) days before a new rule made by the Board of Directors is to come into effect, a Homeowner Condo Corporation shall:
 - (i) provide written notice of the new rule by either:
 - (1) delivering it to each occupied Unit, or
 - (2) posting it in an open and conspicuous common area on the Premises to which all Owners and occupants have access,and
 - (ii) serve written notice of the new rule on all Owners who do not reside in a Unit.
- (b) The Homeowner Condo Corporation may establish a rule that comes into effect immediately on notice being provided to, or served on, all the persons referred to in subsection (a) in accordance with subsection (a) if the rule:
 - (i) addresses a safety concern, a security concern or an emergency, including an emergency resulting from one of the circumstances set out in section 5.5(e)(i) through (vii), and

- (ii) ceases to apply when the safety concern, security concern or emergency no longer exists.
- (c) Subject to subsection (a), a rule is of no force or effect until thirty (30) days after all written notices have been provided or served under subsection (a).

22. LIENS

22.1 Construction Liens.

- (a) If on the request of the Owner of a Unit:
 - (i) work is done in or on or in respect of that Unit, or
 - (ii) material is furnished to be used in or on that Unit,any lien that arises in consequence of it is on the estate of the Owner in that Unit and the Owner's interest in the Homeowner Condo Corporation;
- (b) If on the request of the Homeowner Condo Corporation:
 - (i) work is done in or on or in respect of the Common Property or a Unit, or both, or
 - (ii) material is furnished to be used in or on the Common Property or a Unit, or both,intended for the benefit of the Common Property generally, any lien that arises in consequence of it is on the estate of the Homeowner Condo Corporation and the Common Property;
- (c) If on the request of a Homeowner Condo Corporation:
 - (i) work is done in or on or in respect of any Unit, or
 - (ii) material is furnished to be used in or on any Unit,intended for the benefit of that Unit, any lien that arises in consequence of it is on the estate of the Owner in that Unit and the Owner's interest in the Homeowner Condo Corporation.

23. INSPECTIONS AND INVESTIGATIONS

23.1 Appointment and Identification of Inspector.

- (a) In addition to its rights under section 16.5 of this Lease, the Lessor may appoint individuals as inspectors.

- (b) An inspector who enters any place within the Premises under the authority of this section 23.1, on request:
 - (i) produce a document that identifies the person as an inspector under this section 23.1, and
 - (ii) explain the purpose for which the inspector is entering the place.

23.2 Inspection and Investigation.

- (a) Any record or document required to be created or maintained under this Schedule shall be available for inspection by an inspector.
- (b) An inspector may, at any reasonable time, enter the business premises of the Developer and the Homeowner Condo Corporation and inspect the operation and records and documents of the Developer and the Homeowner Condo Corporation for the purpose of determining whether this Schedule is being complied with.
- (c) Where an inspector has reasonable grounds to believe that a person is not complying with a provision of this Schedule, the inspector may, at any reasonable time, enter any part of the Premises, other than a private dwelling place, to conduct an investigation.
- (d) In carrying out an inspection or investigation an inspector may, at any reasonable time:
 - (i) require any person to answer any relevant question and direct the person to answer the question under oath,
 - (ii) demand the production for examination of any records or documents that are relevant to the inspection or investigation,
 - (iii) on giving a receipt for them, remove records and documents that are relevant to the inspection or investigation for the purpose of examining them and making copies of them, and
 - (iv) make copies or take photographs of any record or document removed under clause (iii).
- (e) If an inspector removes any records or documents during an inspection or investigation, the inspector:
 - (i) shall give a receipt for the records or documents to the person from whom they were taken, and
 - (ii) shall return any records or documents within a reasonable time after they have served the purposes for which they were taken.

- (f) On request, an inspector shall provide a copy of any records or documents removed during an inspection or investigation to the person from whom they were taken.
- (g) The Developer shall and shall cause any person working in the business premises of the Developer or in the Premises to co-operate with an inspector acting under the authority of this section 23.2.
- (h) The Homeowner Condo Corporation shall and shall cause any person working in the business premises of the Homeowner Condo Corporation or in the Premises to co-operate with an inspector acting under the authority of this section 23.2.
- (i) The Developer shall, at a location within Alberta, produce any books, records, documents or other things requested by an inspector that are relevant to determine if there is compliance with the Developer's duties under this Schedule.
- (j) The Homeowner Condo Corporation shall, at a location within Alberta, produce any books, records, documents or other things requested by an inspector that are relevant to determine if there is compliance with the Homeowner Condo Corporation's duties under this Schedule.

23.3 Developer's Undertakings.

- (a) When:
 - (i) the Lessor is of the opinion that the Developer has contravened this Schedule, and
 - (ii) the Lessor is satisfied that the Developer has ceased the contravention,
- (b) the Developer may enter into an undertaking with the Lessor in the form and containing the provisions that the Lessor, on negotiation with the Developer, considers proper.
- (c) Without limiting subsection (a), an undertaking may include any of the following specific undertakings:
 - (i) to stop engaging in a practice or to change a practice described in the undertaking;
 - (ii) to provide compensation to anyone who has suffered a loss;
 - (iii) to publicize the undertaking or the action being taken;
 - (iv) to pay the costs of investigating the Developer's activities and any costs associated with the undertaking.

23.4 Change in Undertaking by Lessor.

- (a) The Developer may apply to the Lessor to vary or cancel an undertaking.
- (b) On considering the application, the Lessor may:
 - (i) refuse the application, or
 - (ii) vary or cancel the undertaking.

23.5 Effect of Varying or Cancelling an Undertaking. When an undertaking is varied or cancelled, that variance or cancellation does not invalidate anything done under that undertaking prior to the variance or cancellation.

23.6 Lessor's Orders.

- (a) If, in the opinion of the Lessor, acting reasonably:
 - (i) the Developer is not in compliance with this Schedule, or
 - (ii) the Developer is using any form, agreement, letter or other document that is misleading or contains a term that misrepresents a provision of this Schedule,the Lessor may issue an order directed to the Developer.
- (b) An order under subsection (a) may direct the Developer:
 - (i) to stop engaging in anything that is described in the order, subject to any terms or conditions set out in the order, and
 - (ii) to take any measures specified in the order, within the time specified in the order, to ensure that this Schedule is complied with.
- (c) The Lessor may reconsider or vary an order issued under subsection (a).

23.7 Enforcement of Lessor's Orders.

- (a) If the Lessor is of the opinion that a person is not complying or has not complied with an order of the Lessor under section 23.6, the Lessor may apply to the Court for an order directing that person to comply with the order.
- (b) Unless the Court determines that the Lessor did not have the authority to issue the order of the Lessor under section 23.6, the Developer shall pay to the Lessor all reasonable costs incurred by the Lessor in enforcing the order, including legal fees on a solicitor and own client basis.

23.8 Court Actions by the Lessor.

- (a) In addition to any other remedy the Lessor is entitled to under this Lease or at law, the Lessor may bring and maintain an action in the Court against a Developer if the Lessor is of the opinion that the Developer:
 - (i) is not in compliance with this Schedule, or
 - (ii) has not complied with the terms of an undertaking that the Developer has entered into.
- (b) In an action brought under subsection (a), the Court may, in addition to any other remedies as may be ordered by the Court in its discretion:
 - (i) grant an order requiring the Developer to provide any redress the Court considers proper to those persons who suffered damage or loss arising from the non-compliance with this Schedule;
 - (ii) grant an order in the nature of an injunction restraining the Developer from engaging in the practice that gave rise to the non-compliance with this Schedule;
 - (iii) grant an order for specific performance of this Lease;
 - (iv) grant any other relief the Court considers proper.

24. INTERPRETATION

24.1 Interpretation of Provisions of this Schedule. The parties hereto recognize that this Schedule constitutes an attempt to incorporate certain provisions of the *Condominium Property Act* (Alberta) into this Lease. In interpreting such provisions, reference shall be made to the interpretation of such provisions or similar provisions by the courts of the Province of Alberta and Canada.

25. ENCIDA

25.1 Incorporation of Condominium Property Act (Alberta).

- (a) If, at any time, the Lessor or the Nation they wish to apply to have the *Condominium Property Act* (Alberta), or the provisions thereof referenced herein, applicable with respect to the Premises pursuant to the *First Nations Commercial and Industrial Development Act* (Canada) the parties hereto shall provide such reasonable assistance in that regard as may be requested by the Lessor or the Nation.
- (b) Should an application in accordance with subsection (a) be successful and the *Condominium Property Act* (Alberta), or portions thereof, thereafter apply to the Premises, the Lessor and Lessee shall work with each other to revise this Lease to reflect the items that are covered under the *Condominium Property Act* (Alberta) and provide such other reasonable assurances as may be required.

Appendix A

Articles of the Homeowner Condo Corporation

[To be settled by the Initial Condition Date]

Appendix B

By-Law of the Homeowner Condo Corporation

[To be settled by the Initial Condition Date]

Appendix C

Unanimous Members Agreement of the Homeowner Condo Corporation

[To be settled by the Initial Condition Date]

Schedule J - Residential Tenancy Requirements

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1. DEFINITIONS

1.1 In this Schedule, all terms defined elsewhere in this Lease shall have the meanings given them in those definitions. Any reference in this Schedule to a section will mean a section of this Schedule unless otherwise expressly provided. The following terms shall have the meanings set out below as used within this Schedule:

- (a) “**court**” means
 - (i) the Court of Justice, or
 - (ii) the Court of King’s Bench;
- (b) “**fixed term tenancy**” means a tenancy under a Residential Tenancy Agreement for a term of at least one month, that ends on a day specified in the agreement;
- (c) “**landlord**” means
 - (i) the Lessee, and
 - (ii) a property manager who acts as agent for the Lessee and any other person who, as agent for the Lessee, permits the occupation of the residential premises under a Residential Tenancy Agreement;
- (d) “**periodic tenancy**” means
 - (i) a tenancy under a Residential Tenancy Agreement for a term of at least one month, that is renewed or continued without notice,
 - (ii) with respect to a fixed term tenancy that contains a provision allowing for renewal or continuation of the tenancy without notice, that part of the tenancy that arises after the end of the fixed term tenancy, and
 - (iii) with respect to a fixed term tenancy that does not contain a provision referred to in subclause (ii), the part of the tenancy that arises after the end of the fixed term tenancy, where the landlord and tenant by their conduct expressly or impliedly indicate that they intend that the tenancy be renewed or continued after the end of the fixed term tenancy;
- (e) “**rent**” means the consideration to be paid by a tenant to a landlord under a Residential Tenancy Agreement, but does not include a security deposit;
- (f) “**residential premises**” means any Unit occupied by an individual or individuals as a residence;
- (g) “**security deposit**” means any money, property or right paid or given by a tenant of residential premises to a landlord

- (i) to be held by or for the landlord as security for the performance of an obligation or the payment of a liability by the tenant, or
 - (ii) to be returned to the tenant on the happening of a condition;
 - (h) “substantial breach” means
 - (i) on the part of a tenant, a breach of a covenant specified in section 17 or a series of breaches of a Residential Tenancy Agreement, the cumulative effect of which is substantial, and
 - (ii) on the part of a landlord, a breach of a covenant specified in section 12;
 - (i) “**tenancy month**” means the period on which a monthly periodic tenancy is based whether or not it is a calendar month, and the month begins on the day rent is payable unless another date is specified in the Residential Tenancy Agreement;
 - (j) “**tenancy year**” means the period on which a yearly periodic tenancy is based whether or not it is a calendar year, and the year begins on the day, or the anniversary of the day, on which the tenant first becomes entitled to possession unless another day is specified in the Residential Tenancy Agreement;
 - (k) “**tenant**” means
 - (i) a person who is permitted by the landlord to occupy residential premises under a Residential Tenancy Agreement,
 - (ii) a person who is permitted to occupy residential premises under an assignment or sublease of a Residential Tenancy Agreement to which the landlord has consented under section 18, and
 - (iii) an heir, assign or personal representative of a person referred to in subclause (i) or (ii).
- 1.2 A reference to “**tenant**” in the following provisions includes a person who was a tenant of premises whose tenancy has expired or been terminated and who has vacated the premises:
- (a) section 15.2, 15.3; and
 - (b) section 27;
- 1.3 For the purposes of this Schedule, unless the landlord and the tenant agree otherwise, the tenant is considered to have taken possession of the residential premises when
- (a) the tenant has paid the required security deposit and fees, if any, and the rent required at the beginning of the tenancy, and

- (b) the landlord, being in lawful possession of the residential premises, has given the keys to the residential premises to the tenant for the purpose of the tenant's occupying the residential premises under the Residential Tenancy Agreement.

1.4 Where, before the end of the Residential Tenancy Agreement, the tenant has paid the rent to the end of the tenancy but has not turned in the keys to the residential premises, the tenant shall not be considered to have given up possession of the residential premises unless

- (a) the landlord and the tenant agree that the tenant has given up possession, or
- (b) the landlord reasonably believes that the tenant has repudiated the Residential Tenancy Agreement or has abandoned the residential premises.

2. SCHEDULE PREVAILS

2.1 The rights, benefits and protections under this Schedule cannot be contracted out of and attempting to contract out of such rights, benefits and protections constitutes a default of the Lessee under the Lease.

2.2 The following statement forms part of every Residential Tenancy Agreement:

The tenancy created by this agreement is governed by Schedule J to the Prepaid Residential Lease (Taza Park) made as of **[date]** among Tsut'ina-Canderel Land Development Limited Partnership by its General Partner, TTN-C Land Development GP Inc. and Crystal Creek Homes Inc., as amended and/or assigned at any time and from time to time (the "**Schedule**"), and if there is a conflict between this agreement and the Schedule, the Schedule prevails.

3. NOTICE OF TERMINATION OF PERIODIC TENANCY

3.1 A monthly or yearly tenancy may be terminated by either the landlord or the tenant on notice to the other.

3.2 The notice:

- (a) must be served in sufficient time to give the period of notice required by section 4.1, 5, 6 or 8, as the case may be, and
- (b) must meet the requirements of section 7.

3.3 A tenancy not referred to in section 3.1 that is terminable on notice must, unless otherwise agreed, be terminated as provided by section 7 and the notice must be served on the landlord or tenant, as the case may be.

3.4 If a periodic tenancy of residential premises is for a period of more than one month but less than one year, that tenancy is, for the purposes of terminating the tenancy, deemed to be a monthly tenancy.

4. TERMINATION BY LANDLORD

4.1 In this section 4:

- (a) “**major renovations**” does not include painting, the replacement of a floor covering or routine maintenance;
- (b) “prescribed reasons” means
 - (i) if the landlord or a relative of the landlord intends to occupy the residential premises of the tenant;
 - (ii) if the landlord has entered into an agreement to sell the residential premises of the tenant in which all conditions precedent in the agreement have been satisfied or waived and
 - (1) the purchaser or a relative of the purchaser intends to occupy the premises, or
 - (2) the agreement is to sell one Unit,

and the purchaser requests in writing that the landlord give the tenant a notice to terminate the tenancy;
 - (iii) if the landlord intends
 - (1) to demolish the building in which the residential premises of the tenant are located, or
 - (2) to make major renovations to the residential premises of the tenant that require the premises to be unoccupied, and, despite sections 4.1, 5 and 6 of this Schedule, only if the landlord serves on the tenant a notice to terminate the tenancy 365 days before the date set out in the notice to terminate;
 - (iv) if the landlord intends to use or rent the residential premises of the tenant for a non-Residential Use, if permitted under the Lease.
- (c) “**relative**” includes any relative by blood, marriage or adoption or by virtue of an adult interdependent relationship.

4.2 A notice under section 4.1, 5, 6 or 8 from a landlord to a tenant to terminate a periodic tenancy is of no effect unless the termination is for one or more of the prescribed reasons or for the reasons set out in section 8.

4.3 A landlord who gives a notice under section 4.1, 5, 6 or 8 to a tenant to terminate a periodic tenancy for one or more of the prescribed reasons contravenes this Schedule if the tenant vacates the premises and the landlord does not use the premises for the reasons

set out in the notice within a reasonable time after the termination date set out in the notice.

5. NOTICE TO TERMINATE A MONTHLY TENANCY

5.1 In this section and section 7.2(a), “**notice period**” means a period of three consecutive tenancy months.

5.2 A notice to terminate a monthly tenancy must be served:

- (a) by a tenant on the tenant’s landlord, on or before the first day of a tenancy month to be effective on the last day of that tenancy month, or
- (b) by a landlord on the landlord’s tenant, on or before the first day of a notice period to be effective on the last day of the notice period.

6. NOTICE TO TERMINATE A YEARLY TENANCY

A notice to terminate a yearly tenancy must be served

- (a) by a tenant on the tenant’s landlord, on or before the 60th day before the last day of a tenancy year, or
- (b) by a landlord on the landlord’s tenant, on or before the 90th day before the last day of a tenancy year,

to be effective on the last day of the tenancy year.

7. FORM OF NOTICE

7.1 A notice to terminate a tenancy must:

- (a) be in writing;
- (b) be signed by the person giving the notice or the person’s agent,
- (c) in the case of a landlord terminating the tenancy, set out the reasons for which the tenancy is being terminated,
- (d) identify the premises in respect of which the notice is served, and
- (e) state the date on which the tenancy is to terminate.

7.2 If a notice to terminate a monthly or yearly tenancy is not served in sufficient time to give the period of notice required by section 4.1, 5 or 6, as the case may be, the notice is still effective to terminate

- (a) the monthly tenancy

- (i) if the notice is served by a tenant on the tenant's landlord, on the last day of the first complete tenancy month following the date on which the notice is served, or
 - (ii) if the notice is served by a landlord on the landlord's tenant, on the last day of the first complete notice period following the date on which the notice is served, or
- (b) the yearly tenancy
- (i) if the notice is served before the end of the tenancy year by a tenant on the tenant's landlord, 60 days from the date on which the notice is served, or
 - (ii) if the notice is served before the end of the tenancy year by a landlord on the landlord's tenant, 90 days from the date on which the notice is served.

7.3 Section 7.2(a) does not apply to a notice to terminate under section 8.

8. NOTICE TO TERMINATE TENANCY OF EMPLOYEE

If a periodic tenancy of residential premises has been entered into by reason of the tenant's employment by the landlord and that employment is terminated, either the landlord or the tenant may terminate the tenancy by serving notice on the other party in sufficient time to provide a period of notice of termination of the tenancy that is a period equal to:

- (a) the period of notice of termination of employment required under any law in force in Alberta that is applicable to the tenant's employment,
- (b) the period of notice of termination of employment agreed on by the landlord and the tenant, or
- (c) one week,

whichever is longest.

9. IMPLIED PERIODIC TENANCY

When a periodic tenancy is implied by operation of law after the expiration or termination of a prior fixed term tenancy, the implied tenancy, in the absence of facts showing a contrary intention, is a monthly tenancy. In no event will the implied tenancy be for a period shorter than one month.

10. NOTICE OF INCREASE IN RENT

10.1 A landlord shall not increase the rent payable under a Residential Tenancy Agreement or recover any additional rent resulting from an increase unless

- (a) the landlord serves on the tenant a written notice of the increase in rent

- (i) in respect of a monthly tenancy, at least three tenancy months, and
 - (ii) in respect of any other periodic tenancy, at least 90 days,before the date on which the increase is to be effective; and
- (b) at least one year has passed, or, in respect of a periodic tenancy, at least 365 days has passed since
 - (i) the commencement of the tenancy, whether the tenancy commenced before or after the coming into force of this section, or
 - (ii) the last increase in rent,whichever is later.
- 10.2 Despite section 10.1(b), a landlord shall not increase the rent payable by a tenant under a Residential Tenancy Agreement in respect of a periodic tenancy for the reason prescribed in section 4.1(b)(iii)(2).
- 10.3 Despite any agreement, declaration, waiver or statement to the contrary, a landlord shall not increase the rent payable by a tenant under a Residential Tenancy Agreement in respect of a fixed term tenancy for a term of one year or more or recover any additional rent resulting from an increase during the term of the tenancy.
- 10.4 Despite any agreement, declaration, waiver or statement to the contrary, a landlord shall not increase the rent payable by a tenant who is occupying the same premises under two or more consecutive Residential Tenancy Agreements in respect of fixed term tenancies each for a term of less than one year or recover any additional rent resulting from an increase unless at least 365 days has passed since
 - (a) the commencement of the first of those tenancies, whether the first of those tenancies commenced before or after the coming into force of this section, or
 - (b) the last increase in rent,whichever is later.
- 10.5 Despite section 10.4(b), if the 365th day occurs during the term of a fixed term tenancy, the landlord shall not increase the rent until the expiration of that tenancy.
- 10.6 A notice under this section must indicate the date on which the increase is to be effective and must be dated and signed by the landlord.
- 10.7 If the Residential Tenancy Agreement provides for a period of notice longer than the period specified in section 10.1, the landlord must give at least that longer period of notice before increasing the rent payable or recovering any additional rent resulting from the increase.

- 10.8 A tenant under a periodic tenancy who receives a notice under this section and who fails to give to the landlord notice of termination effective on or before the date the rent increase is to be effective is deemed to have agreed to the increase in rent.
- 10.9 A notice of increase in rent that does not comply with or is not given in accordance with this section is void.
- 10.10 A tenant who pays increased rent pursuant to a notice of increase in rent that does not comply with or is not given in accordance with this section may recover the amount by which the rent was increased (a) in an action in debt or (b) by setting off such amount against the original rent payable to the landlord.

11. NOTICE TO TERMINATE NOT REQUIRED

Notwithstanding any agreement to the contrary, notice to terminate is not required in order to terminate a fixed term tenancy.

12. LANDLORD'S COVENANTS

The following covenants of the landlord form part of every Residential Tenancy Agreement:

- (a) that the premises will be available for occupation by the tenant at the beginning of the tenancy;
- (b) that, subject to section 19, neither the landlord nor a person having a claim to the premises under the landlord will in any significant manner disturb the tenant's possession or peaceful enjoyment of the premises;
- (c) that the premises will meet at least the minimum standards prescribed for housing premises under Applicable Laws.

13. COPY OF AGREEMENT FOR TENANT

- 13.1 If a Residential Tenancy Agreement is in writing and the tenant has signed and returned the written Residential Tenancy Agreement to the landlord, the landlord shall, within 21 days after the written Residential Tenancy Agreement is returned to the landlord, serve on the tenant a copy of the written Residential Tenancy Agreement signed by the landlord.
- 13.2 A tenant may withhold payment of rent until the tenant is served with a copy of the Residential Tenancy Agreement under section 13.1.

14. NOTICE OF LANDLORD

- 14.1 In this section, "**notice of landlord**" means a written notice (contained in a Residential Tenancy Agreement or otherwise) that is dated and signed by the landlord and sets out

the name of one of the persons who falls within the definition of landlord and a postal address and physical location in Canada for that person.

- 14.2 If the information in the notice of landlord changes from the information set out in the applicable Residential Tenancy Agreement, the landlord shall forthwith serve the tenant with a new notice of landlord with the current information.

15. INSPECTION REPORT

- 15.1 A landlord and tenant shall inspect the residential premises within one week before or after a tenant takes possession of the residential premises, and the landlord shall, forthwith on completion of the inspection, provide the tenant with a report of the inspection that describes the condition of the premises.

- 15.2 Unless the tenancy is terminated pursuant to section 23.1(b), a landlord and tenant shall inspect the residential premises within one week before or after the tenant gives up possession of the residential premises and the landlord shall, forthwith on completion of the inspection, provide the tenant with a report of the inspection that describes the condition of the premises.

- 15.3 A landlord may complete the inspection without the tenant if

- (a) the tenant agrees so in their sole and absolute discretion, prior to the inspection, or
- (b) the landlord proposes two inspections to take place
 - (i) on different Business Days, and
 - (ii) between 8 a.m. and 8 p.m.,

and no adult person who falls within the definition of tenant agrees to take part.

- 15.4 A landlord shall not take nor threaten to take any kind of retaliatory action against a tenant including, without limitation, the imposition of a financial penalty or retention of or deduction from a security deposit, to induce a tenant to agree that a landlord may complete the inspection without the tenant pursuant to section 15.3(a).

- 15.5 For the purposes of section 15.3(b) the landlord may propose alternative inspection times, with the inspection to take place on the second date and time if it does not proceed on the first date and time.

- 15.6 Each inspection report must contain statements in accordance with this section and the statements must be signed in accordance with this section.

- 15.7 Each inspection report must contain the following statement:

Inspections should be conducted when the premises are vacant unless the landlord and tenant or their agents otherwise agree.

15.8 When an inspection has been conducted by the landlord and the tenant or their agents, the inspection report

- (a) must contain the following statement, and the landlord or the landlord's agent must sign the statement:

The inspection of the premises was conducted on (date) by (landlord or landlord's agent) and by (tenant or tenant's agent).

and

- (b) must contain both of the following statements, and the tenant or the tenant's agent must sign one of the statements:

(i) I, (name of tenant or tenant's agent), agree that this report fairly represents the condition of the premises.

or

(ii) I, (name of tenant or tenant's agent), disagree that this report fairly represents the condition of the premises for the following reasons:

15.9 Where the tenant or the tenant's agent refuses to sign one of the statements set out in section 15.8, the inspection report must contain the following statement, and the landlord or the landlord's agent must sign the statement:

The tenant or tenant's agent present at the inspection refused to sign the tenant's statement.

15.10 Where an inspection is conducted by the landlord or the landlord's agent without the tenant or tenant's agent being present, the inspection report must contain both of the following statements, and the landlord or the landlord's agent must sign one of the statements:

(i) The inspection of the premises was conducted on (date) by (landlord or landlord's agent) without the tenant or the tenant's agent being present. The tenant agreed in their sole and absolute discretion that the landlord may complete the inspection without the tenant.

or

(ii) The inspection of the premises was conducted on (date) by (landlord or landlord's agent) without the tenant or the tenant's agent being present. The tenant failed to take part in such inspection despite the landlord proposing two inspections to take place on different Business Days, between 8 a.m. and 8 p.m.

15.11 A landlord shall keep a copy of an inspection report prepared under this section for at least two years after the termination of the tenancy.

16. TIME OF EXPIRATION OR TERMINATION

16.1 Unless the landlord and tenant agree on a different time, a tenancy that expires or is terminated ends at 12 noon on the last day of the tenancy.

16.2 This section does not apply to a tenancy terminated by notice under section 22.1.

17. TENANT'S COVENANTS

The following covenants of the tenant form part of every Residential Tenancy Agreement:

- (a) that the rent will be paid when due;
- (b) that the tenant will not in any significant manner interfere with the rights of either the landlord or other tenants in the premises, the Common Property or the property of which they form a part;
- (c) that the tenant will not perform illegal acts or carry on an illegal trade, business or occupation in the premises, the Common Property or the property of which they form a part;
- (d) that the tenant will not endanger persons or property in the premises, the Common Property or the property of which they form a part;
- (e) that the tenant will not do or permit significant damage to the premises, the Common Property or the property of which they form a part;
- (f) that the tenant will maintain the premises and any property rented with it in a reasonably clean condition;
- (g) that the tenant will vacate the premises at the expiration or termination of the tenancy; and
- (h) that the tenant will not sublease the premises for a period shorter than one month.

18. ASSIGNMENT AND SUBLEASE

18.1 Subject to section 18.3, no assignment or sublease of a Residential Tenancy Agreement by a tenant is valid without the written consent of the landlord.

18.2 A landlord shall not refuse consent to an assignment or sublease unless there are reasonable grounds for the refusal.

18.3 If a landlord does not respond to a request for a consent within 14 days after receiving the request, the landlord is deemed to have given consent.

18.4 A landlord who refuses to give consent shall provide the tenant who requested consent with written reasons for the refusal.

18.5 A landlord shall not charge a fee or other consideration for giving consent to an assignment or sublease.

19. ENTRY OF PREMISES

19.1 Except as otherwise permitted in this section, no landlord shall enter residential premises rented by the landlord without the consent of the tenant or of an adult person lawfully on the premises.

19.2 A landlord is entitled to enter residential premises rented by the landlord without consent or notice if the landlord has reasonable grounds to believe that

- (a) an emergency requires the landlord to enter the premises, or
- (b) the tenant has abandoned the premises.

19.3 Subject to section 19.4, a landlord is entitled to enter residential premises rented by the landlord without consent but after notice to the tenant

- (a) to inspect the state of repair of the premises,
- (b) to make repairs to the premises,
- (c) to take necessary steps to control pests in the premises to ensure that the premises meet standards in that regard that are required under any law in force in Alberta,
- (d) for the purpose of showing the premises, whether directly or through a real estate broker, to prospective purchasers or mortgagees of the premises, or
- (e) to show the premises to prospective tenants after a landlord or tenant has served notice of termination of a periodic tenancy or during the last month of a fixed term tenancy.

19.4 A landlord is not entitled to enter residential premises under section 19.3 unless

- (a) the notice is served on the tenant at least 24 hours before the time of entry,
- (b) the entry is made on a Business Day, and
- (c) the entry is between 8 a.m. and 8 p.m.

19.5 A notice under section 19.3 must

- (a) be in writing,
- (b) be signed by the landlord or the landlord's agent,

- (c) state the reason for the entry, and
- (d) name a date and time of entry that comply with section 19.4, that may be expressed as a period of time of reasonable duration, which must begin and end at specified times.

20. LOCKS AND SECURITY DEVICES

20.1 Neither a tenant nor a landlord shall add to or change locks on doors giving access to residential premises or to the property of which the residential premises form a part without the consent of the other party, unless a key is made available to the tenant or the landlord as soon as the addition or change is made.

21. TERMINATION FOR SUBSTANTIAL BREACH BY LANDLORD

21.1 A tenant may terminate the tenancy by serving the landlord with a notice at least 14 days before the day that the tenancy is to terminate where the landlord commits a substantial breach of the residential tenancy agreement.

21.2 The notice must:

- (a) be in writing,
- (b) be signed by the tenant,
- (c) set out the reasons for the termination, and
- (d) set out the termination date.

22. TERMINATION FOR SUBSTANTIAL BREACH BY TENANT

22.1 If a tenant commits a substantial breach of a residential tenancy agreement, the landlord may terminate the tenancy by serving the tenant with a notice at least 14 days before the day that the tenancy is to terminate.

22.2 The notice must

- (a) be in writing,
- (b) be signed by the landlord or the landlord's agent,
- (c) set out separately
 - (i) the rent due as of the date of the notice, and
 - (ii) any additional rent that may become due during the notice period,
- (d) set out the reasons for the termination, and

(e) set out the termination date.

22.3 Where a landlord terminates a tenancy for non-payment of rent, the notice to terminate must state that the tenancy will not be terminated if, on or before the termination date specified in the notice, the tenant pays the rent due and any additional rent that has become due under the residential tenancy agreement as of the date of payment.

22.4 A notice to terminate under this section is ineffective if, before the termination date given in the notice, the tenant

(a) pays all rent due as of the date of payment, if the alleged breach is a failure to pay rent, or

(b) if the alleged breach is other than a failure to pay rent, cures the alleged breach to the landlord's satisfaction, acting reasonably.

23. TERMINATION OF TENANCY FOR DAMAGE OR ASSAULT

23.1 If a tenant or landlord has

(a) done or permitted significant damage to the residential premises, the Common Property or the property of which they form a part, or

(b) physically assaulted or threatened to physically assault the other party or another tenant,

the other party may terminate the tenancy by serving the tenant or landlord with a notice at least 24 hours before the time that the tenancy is to terminate.

23.2 The notice must

(a) be in writing,

(b) be signed by the landlord or tenant or the landlord's agent or tenant's agent, as applicable,

(c) set out the reasons for the termination, and

(d) set out the time and date that the tenancy is to terminate.

24. FRUSTRATION OF TENANCY AGREEMENT

24.1 A Residential Tenancy Agreement is frustrated if

(a) the residential premises that are the subject of the Residential Tenancy Agreement are destroyed,

- (b) an order is made under Applicable Laws that closes the residential premises, declares the residential premises unfit for habitation or otherwise operates so as to make the continuation of the tenancy practically impossible, or
- (c) the residential premises, the Common Property or the property of which they form a part are in a condition that contravenes Applicable Laws with respect to health and safety in housing accommodation, and the condition is not remedied in accordance with such Applicable Laws.

24.2 The law pertaining to frustration of a contract applies with respect to a Residential Tenancy Agreement that is frustrated.

25. AMOUNT OF SECURITY DEPOSIT

- 25.1 A landlord shall not require a tenant to provide a security deposit that is greater than one month's rent under the Residential Tenancy Agreement or that is greater than the rent that would be payable for one month under the Residential Tenancy Agreement if the rent were payable monthly.
- 25.2 A landlord shall not require a tenant to pay an increase in a security deposit.

26. TRUST ACCOUNT

- 26.1 A landlord shall
- (a) deposit each security deposit consisting of money received by the landlord into a non-interest-bearing trust account at a bank, treasury branch, credit union or trust corporation in Alberta within 2 banking days after receiving the deposit, and
 - (b) ensure that the security deposit remains in trust until it is disposed of in accordance with this Schedule.
- 26.2 A landlord is the trustee of the money in a trust account on behalf of the tenant who paid it or, if the tenant has assigned the Residential Tenancy Agreement with the consent of the landlord under section 18, the assignee.
- 26.3 A landlord shall deposit only money that is a security deposit in the trust account.
- 26.4 Money in the trust account is subject to this Schedule and to the provisions of the Residential Tenancy Agreement respecting security deposits that are not in conflict with this Schedule.

27. RETURN OF SECURITY DEPOSIT

- 27.1 In this section,
- (a) “**deliver**” means
 - (i) deliver by personal service,

- (ii) send by regular mail or registered mail, or
 - (iii) deliver in any other manner agreed to in writing by the landlord and tenant;
- (b) “**normal wear and tear**” in respect of residential premises means the deterioration that occurs over time with the use of the premises even though the premises receive reasonable care and maintenance.

27.2 A landlord who holds a security deposit shall,

- (a) forthwith upon termination of the tenancy by the tenant pursuant to section 23.1(b), deliver the security deposit to the tenant, without deduction, or
- (b) within 10 days after the day on which the tenant gives up possession of the residential premises (other than pursuant to section 23.1(b)),
 - (i) deliver the security deposit to the tenant,
 - (ii) if all or part of the security deposit has been deducted in accordance with the conditions agreed to by the tenant, deliver to the tenant the balance of the deposit, if any, and a statement of account showing the amount of the deposit used, or
 - (iii) if the landlord is entitled to make a deduction from the security deposit in accordance with the conditions agreed to by the tenant but is unable to determine the correct amount of the deduction, deliver to the tenant the balance of the deposit, if any, that the landlord does not intend to use and an estimated statement of account of the anticipated deduction and, within 30 days after the day on which the tenant gives up possession of the residential premises, deliver to the tenant the remaining balance of the deposit, if any, and a final statement of account.

27.3 If a landlord fails to return all or part of a security deposit to a tenant in accordance with section 27.2, then, whether or not a statement of account was delivered to the tenant, the tenant may commence an action in a court to recover the whole of the deposit or that part of the deposit to which the tenant claims to be entitled.

27.4 In proceedings taken under section 27.3, the court

- (a) shall determine the amounts, if any, that the landlord is entitled to deduct from the security deposit in accordance with the conditions agreed to by the tenant, and
- (b) if the deductions so determined are less than the amount of the deposit, shall give judgment in favour of the tenant for the balance.

27.5 No deduction may be made from a tenant’s security deposit for normal wear and tear to the residential premises during the period of the tenant’s tenancy. No deduction may be

threatened to be made from a tenant's security deposit, to induce a tenant to agree that a landlord may complete the inspection without the tenant pursuant to section 15.3(a).

27.6 A landlord shall not make a deduction from a tenant's security deposit for damages to the residential premises unless the requirements respecting inspection reports under section 15 have been met.

28. OBLIGATIONS AND RIGHTS OF NEW LANDLORD

28.1 If permitted under the Lease, a person who acquires the interest of a landlord in residential premises in accordance with the Lease has the rights and is subject to the obligations of the previous landlord with respect to a security deposit paid to the previous landlord in respect of the residential premises.

28.2 A person who acquires the interest of a landlord in residential premises shall, within a reasonable time after acquiring the interest and without cost to the tenant, serve on the tenant

- (a) a notice of landlord that meets the requirements of section 14, and
- (b) a statement setting out the amount of the security deposit, standing to the tenant's credit as of the date the person acquired the interest in the residential premises.

29. SERVICE OF NOTICES, ETC.

29.1 Subject to this section, a notice, order or document under this Schedule must be served personally or by registered mail.

29.2 For the purpose of service by registered mail,

- (a) a tenant's address is the address of the residential premises rented by the tenant, and
- (b) a landlord's address is the address at which rent is payable or the address in the notice of landlord served or posted under section 14 or 28.2.

29.3 If a landlord is unable to effect service on a tenant by reason of the tenant's absence from the premises or by reason of the tenant's evading service, service may be effected

- (a) on any adult person who apparently resides with the tenant, or
- (b) by posting the notice, order or document in a conspicuous place on some part of the premises.

29.4 This section does not apply to service governed by the rules or practice of a court.

29.5 If a landlord or tenant is a corporation, a notice, order or document may be served in the manner permitted under section 308 of the *Companies Act* (Alberta), section 347 of the

Cooperatives Act (Alberta) or section 256 of the *Business Corporations Act* (Alberta), as the case may be, as amended and replaced from time to time.

30. SATISFACTION OF SERVICE REQUIREMENT

- 30.1 A requirement under this Schedule to give or serve a notice, order or document to or on the landlord of residential premises is satisfied if the notice, order or document is given to or served on one person who falls within the definition of landlord of those premises.
- 30.2 A requirement under this Schedule to give or serve a notice, order or document to or on the tenant of residential premises is satisfied if the notice, order or document is given to or served on one adult person who falls within the definition of tenant of those premises.

31. INTERPRETATION

The parties hereto recognize that this Schedule constitutes an attempt to incorporate certain provisions of the *Residential Tenancies Act* (Alberta) into this Lease. In interpreting such provisions, reference shall be made to the interpretation of such provisions or similar provisions by the courts of the Province of Alberta and Canada.

32. FNCA

- 32.1 If, at any time, the Lessor or the Nation wish to apply to have the *Residential Tenancies Act* (Alberta) or other tenancy law, or the provisions thereof referenced herein, apply with respect to the Premises pursuant to the *First Nations Commercial and Industrial Development Act* (Canada) the parties hereto shall provide such reasonable assistance in that regard as may be requested by the Lessor or the Nation.
- 32.2 Should an application in accordance with section 32.1 be successful and the *Residential Tenancies Act* (Alberta) or other tenancy law, or portions thereof, thereafter apply to the premises (in each case, the “**Other Residential Tenancy Provisions**”), the provisions of this Schedule which relate to the same subject matter and impose less onerous obligations or restrictions than the Other Residential Tenancy Provisions, shall be of no further force and effect with respect to matters covered under the Other Residential Tenancy Provisions. For clarity, to the extent that there is any inconsistency between a provision of this Schedule and the Other Residential Tenancy Provisions, the provision of this Schedule shall govern and prevail. For greater certainty, a provision of this Schedule and the Other Residential Tenancy Provisions shall be considered to be inconsistent if both relate to the same subject matter and the Other Residential Tenancy Provision imposes less onerous obligations or restrictions on the landlord or tenant than the corresponding provision in this Schedule.

SCHEDULE "E"
CONSTRUCTION MILESTONE DATES

[NTD. To be settled by the Initial Condition Date]

Milestone	Milestone Date
Construction Commencement Date	[●]
Substantial Completion of Development	[●]

**SCHEDULE “F”
FORM OF GUARANTEE**

Performance guarantee dated as of _____, 202__ made by **CRYSTAL CREEK HOMES INC.** (the “**Guarantor**”) to and in favour of Tsuut’ina-Canderel Land Development Limited Partnership, as represented by its general partner, TTN-C Land Development GP Inc. (the “**Partnership**”).

WHEREAS the Guarantor has assigned the Acquisition Agreement to the Developer pursuant to Section 12.1 thereof;

AND WHEREAS pursuant to the Acquisition Agreement, as assigned, the Partnership agreed to grant a subleasehold interest in the Development Lands to the Developer pursuant to the Sublease;

AND WHEREAS pursuant to the Acquisition Agreement, as assigned, the Developer agreed to construct the Development on certain terms and conditions as set out in the Acquisition Agreement;

AND WHEREAS as a condition to the closing of the transactions contemplated by the Acquisition Agreement, the Guarantor is obligated to grant this Guarantee in favour of the Partnership as security for the obligations of the Developer under the Guaranteed Agreements;

AND WHEREAS the Guarantor considers it in its best interest to provide this Guarantee;

NOW THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements set forth in this Guarantee and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Guarantor covenants and agrees as follows:

Section 1 Defined Terms.

As used in this Guarantee, the following terms have the following meanings:

- (a) “**Acquisition Agreement**” means the acquisition agreement dated _____, 202__ made between the Partnership and the Guarantor, as assigned by the Guarantor to the Developer, [as amended by [●],] as may be [further] amended from time to time, with respect to the acquisition of a subleasehold interest in the Development Lands pursuant to the Sublease.
- (b) “**Guarantee**” means this performance guarantee, as may be amended from time to time.
- (c) “**Guaranteed Agreements**” means, collectively, the Acquisition Agreement, the Sublease and those agreements of the Developer forming part of the Closing Documents.

- (d) “**Sublease**” means the prepaid residential sublease dated of even date herewith between the Partnership, as lessor, and the Developer, as lessee, with respect to the Development Lands.

Section 2 Interpretation.

- (a) Capitalized terms used in this Guarantee but not defined have the meanings given to them in the Acquisition Agreement.
- (b) In this Guarantee the words “**including**”, “**includes**” and “**include**” mean “including (or includes or include) without limitation”. The expressions “**Section**” and other subdivision followed by a number mean and refer to the specified Section or other subdivision of this Guarantee.
- (c) Any reference in this Guarantee to gender includes all genders. Words importing the singular number only include the plural and vice versa.
- (d) The division of this Guarantee into Sections and other subdivisions and the insertion of headings are for convenience and reference only and do not affect this Guarantee’s interpretation.
- (e) Any reference to this Guarantee, the Acquisition Agreement or any of the other Guaranteed Agreements refers to this Guarantee, the Acquisition Agreement or any of the other Guaranteed Agreements as the same may have been or may from time to time be amended, modified, extended, renewed, restated, replaced or supplemented and includes all schedules attached to it.

Section 3 Performance Guarantee.

- (a) The Guarantor irrevocably and unconditionally guarantees to the Partnership, as a direct obligation, the due, punctual and complete performance of, and compliance with, all of the provisions of each of the Guaranteed Agreements that are to be performed and complied with by the Developer, including without limitation the indemnities.
- (b) If for any reason the Developer fails at any time to perform or comply with any provision that is to be performed or complied with by the Developer, then the Guarantor shall perform or comply with such provision in accordance with and subject to the provisions of the applicable Guaranteed Agreements. Such performance or compliance by the Guarantor is deemed to be performance or compliance by the Developer under such Guaranteed Agreements.
- (c) The Guarantor is jointly and severally liable with the Developer for the performance of, and compliance with the provisions of the Guaranteed Agreements that are to be performed and complied with by the Developer, including without limitation the indemnities. The Partnership is not bound to proceed against the Developer or pursue any rights or remedies against the Developer before being

entitled to pursue its rights against the Guarantor and is entitled to proceed against the Guarantor as if it was a party under the Guaranteed Agreements.

Section 4 Absolute Liability.

- (a) The liability of the Guarantor is absolute and unconditional irrespective of and shall in no way be affected or impaired by, regardless of whether notice to or consent of the Guarantor is given or obtained (and no notice to or consent of the Guarantor shall be required in respect of):
- (i) any irregularity, defect, informality, unenforceability or invalidity of any provision of the Guaranteed Agreements against the Developer;
 - (ii) any failure, neglect or omission on the part of the Partnership or any other Person to give the Guarantor notice of the occurrence of any non-performance with respect to the Guarantor's liabilities and obligations under this Guarantee;
 - (iii) any change in the time or times for, or place or manner of performance or any other indulgences which the Partnership may grant to the Developer;
 - (iv) any amendment, restatement, replacement, supplement, modification, waiver, extension or renewal of the Guaranteed Agreements;
 - (v) any assignment of all or any part of the Guaranteed Agreements;
 - (vi) any limitation of status or power, disability, incapacity or other circumstance relating to the Developer including any bankruptcy, insolvency, winding-up, receivership, moratorium, arrangement, compromise, readjustment of debt, dissolution, liquidation, restructuring or other creditors' proceedings involving or affecting the Developer; this Guarantee shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the obligations hereunder is rescinded or must otherwise be restored or returned by the Partnership upon the bankruptcy, insolvency, winding-up, receivership, moratorium, arrangement, compromise, readjustment of debt, dissolution, liquidation, restructuring or other creditors' proceedings of the Developer, or otherwise, all as though such payment had not been made;
 - (vii) any change in the existence, ownership, membership, control, name, objects, businesses, assets, capital structure or constitution of the Developer or any reorganization, amalgamation or other change in the existence of the Developer; or
 - (viii) any other occurrence or circumstance whatsoever (with or without notice to or knowledge of the Guarantor), whether similar or dissimilar to the foregoing and any other circumstance that might otherwise constitute a legal

or equitable defence or discharge of the liabilities of a guarantor or surety that might otherwise limit recourse against the Guarantor.

- (b) Without prejudice to and without releasing, discharging, limiting or otherwise affecting in whole or in part the obligations and liabilities of the Guarantor under this Guarantee and without in any way requiring the consent of or giving notice to the Guarantor, the Partnership may grant time, renewals, extensions, indulgences, releases and discharges to and accept compositions from or otherwise deal with the Developer, the Guarantor or others, including any other guarantors, as the Partnership may see fit and the Partnership may take, abstain from taking or perfecting, vary, exchange, renew, discharge, give up, realize on or otherwise deal with security and guarantees in such manner as the Partnership may see fit.

Section 5 Indemnity.

As a separate and distinct obligation, the Guarantor will indemnify, defend and save harmless the Partnership's Representatives from and against any and all Claims and Damages relating to or arising out of: (a) any failure of the Developer to perform or comply with any of the provisions under the Guaranteed Agreements that are to be performed or complied with by the Developer, including without limitation the indemnities; (b) any failure of the Guarantor to pay or perform any liability or obligation under this Guarantee; and (c) any of the Guaranteed Agreements being or becoming void, voidable, unenforceable or otherwise ineffective against the Guarantor or released or discharged by operation of law other than by reason of a release by the Partnership.

Section 6 Rights Under the Guaranteed Agreements.

The liabilities and obligations of the Guarantor under this Guarantee are subject to the terms of the Guaranteed Agreements and will not exceed any liability or obligation of **the** Developer to the Partnership under the Guaranteed Agreements. The Guarantor is entitled to all rights, privileges and defences available to the Developer with respect to any obligation or liability, including without limitation all provisions of the Guaranteed Agreements relating to limitation of liability and the resolution of disputes.

Section 7 Enforcement.

- (a) The Guarantor will pay and perform its liabilities and obligations under this Guarantee immediately after demand for such payment and performance is made in writing to it, and the only condition (and no other document, proof or action) of the Guarantor honouring its liabilities and obligations under this Guarantee shall be such demand.
- (b) Without limiting the generality of the foregoing, the Guarantor will pay any amount owed to the Partnership pursuant to Section 5 immediately after demand for such payment is made in writing to it.
- (c) If: (i) the Guarantor is prevented from making payment of any of the liabilities and obligations under this Guarantee when it would otherwise be required to do so; or (ii) the Partnership is prevented from demanding payment of any of the liabilities

and obligations under this Guarantee because of a stay or other judicial proceeding or any other legal impediment, all liabilities and obligations under this Guarantee or other amounts otherwise subject to demand, acceleration or payment under the Guaranteed Agreements shall be immediately and automatically payable by the Guarantor as provided for hereunder.

- (d) The Partnership may apply any amount received hereunder towards the satisfaction of the Guarantor's liabilities and obligations under this Guarantee then due and payable in such order and in such portions as it deems fit in its sole and absolute discretion.

Section 8 Acknowledgement.

- (a) The Guarantor hereby acknowledges receipt and independent review of the provisions of the Guaranteed Agreements and this Guarantee, and that it understands all the provisions therein contained and its indebtedness, liabilities and obligations thereunder and consents to and approves the same.
- (b) The Guarantor acknowledges and agrees that the Partnership shall not have any obligation to advise or notify the Guarantor or to provide the Guarantor with any data or information, including with respect to circumstances which bear upon the risks of executing this Guarantee which a diligent inquiry would reveal.

Section 9 Notices.

Any notice, demand, approval, consent, information, agreement, offer, payment, request or other communication pursuant to this Guarantee (each a "Notice") to be given under or in connection with this Guarantee shall be in writing and shall be given by personal delivery or by email addressed or sent as set out below or to such other address or email address as may from time to time be the subject of a Notice:

- (a) Partnership: Tsuut'ina-Canderel Land Development Limited Partnership
c/o Taza Development Corp.
230, 5894 Tsuut'ina Parkway
Tsuut'ina, AB T3T 0E6

Attention: James Robertson
Email: jrobertson@canderel.com

with copies to: Taza Development Corp.
230, 5894 Tsuut'ina Parkway
Tsuut'ina, AB T3T 0E6

Attention: General Counsel
Email: llaratta@canderel.com

- and -

McMillan LLP
TD Canada Trust Tower, Suite 1700
421 7th Avenue S.W.
Calgary, Alberta
Canada T2P 4K9

Attention: Mitchell Allison
Email: mitchell.allison@mcmillan.ca

(b) Guarantor: Crystal Creek Homes Inc.
6010 12th Street SE
Calgary, Alberta
Canada T2H 2X2

Attention: Justin Bobier, President

with a copy to: SVR Lawyers
1500, 222 3 Avenue SW
Calgary, AB T2P 0B4

Attention: Dan Horner
Email: D.Horner@svlawyers.com

Every Notice shall be deemed to have been validly and effectively given when delivered personally or sent by email to the then current address for Notices pursuant to this Section 9. Email or any electronic communications between the parties shall not be deemed to have been validly and effectively sent and received unless the sender receives an email from the recipient acknowledging receipt, provided that an automatic “read receipt” does not constitute acknowledgment of an email for purposes of this Section. Either party may from time to time by Notice in writing to the other designate another address as the address to which Notices are to be delivered to it or specify with greater particularity the address and persons to which such Notices are to be mailed and may require that copies of Notices be sent to an agent designated by it.

Section 10 General.

- (a) Time is of the essence in this Guarantee.
- (b) The rights and remedies under this Guarantee are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise.
- (c) This Guarantee may only be amended, supplemented or otherwise modified by written agreement executed by the Guarantor and the Partnership.

- (d) This Guarantee becomes effective when executed by the Guarantor. After that time, it will be binding upon the Guarantor and its successors and permitted assigns and enures to the benefit of the Partnership and its successors and permitted assigns.
- (e) Except as provided in this Section 10(e), neither this Guarantee nor any of the rights or obligations under this Guarantee, including any right to payment, may be assigned or transferred, in whole or in part, by any party without the prior written consent of the other party. The Partnership has the right, without the prior written consent of the Guarantor, to assign this Guarantee in its entirety in connection with an assignment of any of the Guaranteed Agreements in accordance with their terms.
- (f) If any provision of this Guarantee is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect: (i) the legality, validity or enforceability of the remaining provisions of this Guarantee; or (ii) the legality, validity or enforceability of that provision in any other jurisdiction.
- (g) This Guarantee is governed by, and is to be interpreted and construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein.
- (h) No consent or waiver by the Partnership in respect of this Guarantee is binding unless made in writing and any consent or waiver given under this Guarantee is effective only in the specific instance and for the specific purpose for which given. No waiver of any of the provisions of this Guarantee will constitute a waiver of any other provision (whether or not similar). A failure or delay on the part of the Partnership in exercising any right under this Guarantee will not operate as a waiver of, or impair, any right of the Partnership however arising. A single or partial exercise of any right on the part of the Partnership will not preclude any other or further exercise of that right or the exercise of any other right by the Partnership.
- (i) This Guarantee may be executed in any number of counterparts and delivered by facsimile or email transmission of executed copies in PDF form or by fax, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF the Guarantor hereto has duly executed this Guarantee as of the date first written above.

**CRYSTAL CREEK HOMES INC., by its
duly authorized signatory(ies)**

By: _____

Name:

Title:

By: _____

Name:

Title:

I/We have authority to bind the corporation

SCHEDULE "G"
SALES AND MARKETING CENTRE LICENCE AGREEMENT
TAZA PARK LANDS

THIS AGREEMENT is dated for reference the ● day of ●, ●

BETWEEN:

**TSUUT'INA-CANDEREL LAND DEVELOPMENT LIMITED
PARTNERSHIP**, by its general partner, TTN-C Land Development
GP Inc.
(the "**Partnership**")

AND:

CRYSTAL CREEK HOMES INC.
(the "**Developer**")

WHEREAS:

- A.** The Partnership and the Developer are parties to an acquisition agreement dated as of ●, and as may be amended at any time and from time to time (the "**Acquisition Agreement**") in respect of the leasing by the Developer from the Partnership of the Development Lands;
- B.** The Partnership has selected the Developer for the development of the Development on the Development Lands;
- C.** On the Closing Date, the Developer will be granted the Prepaid Residential Lease in order that the Developer may develop and construct the Development in accordance with the terms of the Acquisition Agreement and the Prepaid Residential Lease;
- D.** The Developer wishes to use the Licence Area for the purposes of constructing the Developer's Sales Centre in the Sales and Marketing Centre and participating in the implementation of the Marketing Program developed and modified by the Partnership from time to time, on the terms and conditions set out herein.

THEREFORE in consideration of the Acquisition Agreement, the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions

In this Agreement (including the foregoing Recitals), and unless otherwise expressly defined, the following words and expressions will have the respective meanings ascribed to them below:

“Acquisition Agreement” has the meaning given to it in the Recitals;

“Additional Service” means any service which is requested or required by the Developer in addition to those the Partnership is required to provide pursuant to the specific terms of this Agreement;

“Additional Service Cost” means the additional cost payable by the Developer to the Partnership (or any third party contractor selected to provide Additional Services) for any Additional Service in accordance with Section 3.5, and includes a (15%) percent fee for the aggregate of the cost of labour, materials and other direct expenses, to cover indirect expenses incapable of reasonable allocations;

“Agreement” means this Sales and Marketing Centre Licence Agreement together with all schedules and amendments;

“Area of the Licence Area” means 978.1 sq. ft, certified;

“Common Facilities” means, (i) the areas, facilities, utilities, improvements, equipment and installations (collectively, “elements”) in the Sales and Marketing Centre that, from time to time, are not intended to be licensed to licensees of the Sales and Marketing Centre, such as the area labelled as the “Lobby” on Schedule A, or are designated from time to time as Common Facilities by the Partnership; and (ii) the elements outside the Sales and Marketing Centre that serve the Sales and Marketing Centre (or any part of it) or are designated by Partnership from time to time as part of the Common Facilities. The Common Facilities include, but are not limited to, the roof, exterior wall assemblies including weather walls, exterior and interior structural components (other than structural mezzanines within any Licence Area) and bearing walls in the building and improvements in the Sales and Marketing Centre; equipment, furniture, furnishings and fixtures; music, fire prevention, security and communication systems; columns; pipes; electrical, plumbing, drainage, mechanical and other installations, equipment or services in the Sales and Marketing Centre or related to it, as well as the structures housing them; the heating, ventilating and air conditioning system of the Sales and Marketing Centre; access roads; driveways; delivery passages; pedestrian sidewalks; landscaped and planted areas; and parking facilities (including the Parking Spaces);

“Developer’s Sales Centre” means the sales centre to be constructed by the Developer in the Licence Area within the Sales and Marketing Centre, for the

purpose of marketing the units which are to be constructed as part of the Development in accordance with the requirements of the Marketing Program and as otherwise contemplated by this Agreement;

“**Expiry Date**” means the date which is eighteen (18) months from the Turnover Date, subject to extension in accordance with the provisions hereof;

“**Head Lease**” means the head lease in respect of the Head Lease Lands dated September 28, 2018 issued by His Majesty on behalf of the Nation to Tsuut’ina Land Development Limited Partnership, by its general partner, Tsuut’ina Land Development GP Inc. (the “**Original Lessee**”) and registered in the Registry under number 6109935 and assigned by the Original Lessee to the Partnership by an assignment registered in the Registry under number 6110316, and as further amended at any time and from time to time;

“**Head Lease Lands**” means the lands legally described as Lot 37, Canada Lands Surveys Records Plan 103721 (“**Lot 37**”) and Lot 38, Canada Lands Surveys Records Plan 103678;

“**His Majesty**” means His Majesty the King in right of Canada, as represented by the Minister of Indigenous Services of Canada or the successor to such minister;

“**Licence Area**” means that portion of the Sales and Marketing Centre that is shaded purple on the plan attached hereto as Schedule A;

“**Prepaid Residential Lease**” means the lease of the Development Lands to be entered into on the Closing Date pursuant to the Acquisition Agreement;

“**Licence Fee**” means the gross annual sum of **fifty dollars (\$50.00)** per square foot of the Area of the Licence Area plus GST;

“**Licence Period**” means the period commencing on the Turnover Date and expiring on the Termination Date, subject to extension in accordance with the provisions hereof;

“**Management Company**” means the Person, if any, appointed by the Partnership from time to time to operate or manage the Sales and Marketing Centre;

“**Mortgagee**” means any mortgagee, chargee or other encumbrancer (including any trustee for bondholders) from time to time, of the Sales and Marketing Centre Lands or any part of it, or the Partnership’s interest in it;

“**Operation Date**” means the earlier of (i) [•]; and (ii) the date upon which the Developer commences operations within the completed Developer’s Sales Centre;

“**Proportionate Share**” means a fraction having as its numerator the Area of the Licence Area in square feet and having as its denominator the square feet of the area of the Sales and Marketing Centre;

“Registry” means the Indian Lands Registry, or any successor land registry applicable to the Development Lands;

“Released Persons” means collectively and individually His Majesty, the Partnership, TDC, the Management Company, and the Mortgagee. In any Section of this Agreement which contains a release or other exculpatory provision, or an indemnity in favour of any or all of the Released Persons, such Released Persons shall include the officers, directors, employees and agents of each such Released Person, and the Partnership acts as agent for, or as trustee for, the benefit of such Released Person so that each such release, indemnity and/or other exculpatory provision is fully enforceable by the Released Persons and the Developer, as the case may be, undertakes having knowledge of the Released Person to accept this irrevocable stipulation for another;

“Sales and Marketing Centre” means the areas labelled “Builder Show Suite” and “Marketing Office” on Schedule A, within the ground floor of the building situated on Lot 37 and having a municipal address of 5894 Tsuut’ina Parkway, Tsuut’ina, Alberta, including, without limitation, the Common Facilities, and any other land which may be designated from time to time by the Partnership in its sole and unfettered discretion for the use of the Sales and Marketing Centre, that will be used by the Partnership and developers selected by the Partnership to articulate the vision of the Taza Park development, as may be altered, expanded, reduced or reconstructed from time to time by the Partnership;

“Sales and Marketing Centre Lands” means the lands shown within the dashed lines on Schedule B and situated on Lot 37, having a municipal address of 5894 Tsuut’ina Parkway, Tsuut’ina, Alberta, and any other land which may be designated from time to time by the Partnership in its sole and unfettered discretion for the use of the Sales and Marketing Centre;

“TDC” means Taza Development Corp.;

“Termination Date” means the earlier of the Expiry Date and the date on which this Agreement shall terminate in accordance with Section 6.2 hereof; and

“Turnover Date” means the [•]

1.2 Acquisition Agreement Definitions

Unless otherwise defined in this Agreement, all capitalized words and phrases will have the meanings ascribed to them in the Acquisition Agreement.

1.3 Interpretation

The words “herein”, “hereby”, “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular article, section or subsection hereof. The word “include” means “includes without limitation”.

1.4 Headings

The captions and headings throughout this Agreement are for convenience and reference only and the words and phrases contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Agreement nor in any way affect this Agreement.

1.5 Gender

Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and vice versa and words importing firms and corporations shall include all Persons.

1.6 Governing Law

This Agreement will be governed by, interpreted and enforced in accordance with the laws of the Nation, the Province of Alberta, and the federal laws of Canada applicable therein.

ARTICLE 2 GRANT OF LICENSE AND PURPOSE

2.1 Grant of Licence

Subject to the due performance by the Developer of the obligations on its part contained in this Agreement, the Acquisition Agreement, and the Prepaid Residential Lease, the Partnership hereby grants to the Developer and to its employees, servants, agents, contractors, subcontractors and invitees during the Licence Period the exclusive right, privilege, permission and licence to enter into, on and to use and enjoy the Licence Area for the purposes set forth in this Agreement. The Developer shall accept the Licence Area in an "as-is" condition on the Turnover Date. The Partnership shall not be required to undertake any work or improvements to the Licence Area except as expressly stated in this Agreement. Taking possession of all or any part of the Licence Area by the Developer shall be conclusive evidence as against the Developer that the Licence Area or such part thereof is in satisfactory condition.

2.2 Purpose

The Developer may use the Licence Area for the purposes of constructing and using the Developer's Sales Centre and all purposes reasonably incidental thereto, including but not limited to participation and implementation of the Marketing Program, and for no other purpose except with the prior written consent of the Partnership.

2.3 No Interest

Nothing contained in this Agreement will be deemed to grant to the Developer any interest in land or right in fee simple with respect to any of the Licence Area. All improvements (including the Developer's Sales Centre) placed or constructed by the Developer on the Licence Area during the Licence Period are deemed to form part of the Licence Area and upon the expiry of the Licence Period or earlier termination of this Agreement or otherwise, the Developer's Sales Centre shall be dealt with in accordance with the provisions of Section 2.4 of this Agreement.

2.4 Obligations at Expiration or Termination

On or before the Termination Date the Developer shall remove and relocate from the Licence Area the Developer's Sales Centre, including the Developer's Panel, any changes, signage, decorations, alterations, additions, or leasehold improvements (unless otherwise designated in writing by the Partnership), together with any wiring, cabling and signs so designated, whether located in the Licence Area or elsewhere in the Sales and Marketing Centre, and all of the Developer's personal property, inventory and trade fixtures, all at the Developer's cost and expense, restore the Licence Area to the condition and state of repair as existed at the Turnover Date, and repair any damage to the Licence Area occasioned by such removal and restoration. At the same date, the Developer shall return all keys to the Licence Area to the Partnership or the Partnership's representative, if applicable, and shall inform the Partnership of all combinations of locks, safes and vaults, if any, in the Licence Area. If any property of the Developer which the Developer is entitled to remove remains on the Licence Area five (5) Business Days following the Termination Date, then the ownership will, at the option of the Partnership, be deemed to have been abandoned to the Partnership who may remove, destroy, sell or use it, provide it to another licensee with or without compensation, or otherwise dispose of it as the Partnership determines in its sole and unfettered discretion, the whole without notice to the Developer nor compensation payable to the Developer and without incurring any liability to the Developer and the Developer will pay to the Partnership on demand all costs incurred by the Partnership in connection therewith, plus an administration fee of fifteen (15%) percent.

2.5 Option to Extend Licence Period

So long as the Developer is not in breach of its obligations under this Agreement, nor has the Acquisition Agreement or the Prepaid Residential Lease been terminated for any reason, the Developer shall have the option to extend the Licence Period for one (1) additional term of eighteen (18) months upon giving the Partnership no more than seven (7) months and no less than four (4) months written notice prior to the Expiry Date. The extension will be on same terms and conditions of this Agreement provided that there shall be no further option to extend the Licence Period beyond the one option.

ARTICLE 3 LICENCE FEE AND PAYMENTS

3.1 Licence Fee

The Developer covenants and agrees to pay the Licence Fee (together with any applicable GST) to the Partnership, the Management Company, or to such Person as the Partnership or the Management Company may otherwise direct in equal and consecutive monthly instalments in advance, with the first monthly instalment payable on the Operation Date and thereafter on the first day of each and every month throughout during the Licence Period. Where the Operation Date is not the first day of a calendar month, the Licence Fee for the period from the Operation Date to the first day of the next ensuing calendar month will be pro-rated on a per diem basis with reference to the number of days of the calendar month in which the Operation Date occurs.

3.2 Property Taxes

The Developer shall not be liable to pay any real property taxes, rates, duties, charges or assessments, including school taxes, local improvement rates, drainage charges or other charges, that now are or will or may be hereafter lawfully levied, rated, charged, or assessed by any Governmental Authority against or in respect of the Sales and Marketing Centre, the Sales and Marketing Centre Lands, the Improvements (as defined in the Prepaid Residential Lease, but applicable to the Sales and Marketing Centre Lands) and all other real property of any kind or nature whatsoever within or for the Sales and Marketing Centre Lands during the Licence Period.

3.3 Business Taxes

The Developer covenants with the Partnership to pay for or cause to be paid, to the extent payable, when due every tax and permit and Licence Fee in respect of the use or occupancy of the Licence Area by the Developer (and by any and every assignee, permittee and licensee) other than such taxes as corporate income, profits or excess profit taxes assessed upon the income of the Partnership (or any such assignee, permittee and licensee) whether such taxes or permit and Licence Fees are charged by any Governmental Authority during the Licence Period.

3.4 Licence Area Utilities

The Developer shall be solely responsible for supplying its own electrical panel for the Licence Area (the "**Developer's Panel**") and the Developer shall be solely responsible for setup, application and costs of communication service (including wifi and internet services) connections and use, and shall promptly pay the cost of such utilities used or consumed in or from the Licence Area directly to the utility supplier or as the Partnership may otherwise direct. Within five (5) days of written request by the Partnership, the Developer shall provide confirmation that all charges for such utilities consumed in or from the Licence Area have been paid.

3.5 Additional Services

The Developer shall be responsible for the Additional Services Cost for any Additional Services (such as cleaning up after a private event in the Common Facilities), which shall be paid to the Partnership by the Developer from time to time promptly upon receipt of invoices therefor from the Partnership.

3.6 Common Facilities

Subject to the Partnership's prior written consent and such additional fees and other terms and conditions as shall be agreed to in writing between the parties, the Developer shall be permitted from time to time to use and enjoy the Common Facilities (other than the Parking Spaces) for purposes incidental to the Marketing Program including, but not limited to, a private sales and marketing event. The Common Facilities, including the Parking Spaces, shall not be used by or on behalf of the Developer as a staging area or loading/delivery area.

3.7 Payments

All payments by the Developer to the Partnership of whatsoever nature required or contemplated by this Agreement shall be:

- (a) paid by the Developer in lawful currency of Canada to the Partnership, the Management Company, or to such Person as the Partnership or the Management Company may otherwise direct;
- (b) made when due hereunder, without prior demand therefor and without any set-off, abatement or deduction whatsoever, at the office of the Partnership or such other place or in such other manner as the Partnership may designate from time to time to the Developer; and
- (c) applied towards amounts then outstanding hereunder, in such manner as the Partnership may see fit.

If any amount owing by the Developer to the Partnership under this Agreement is not paid when due, such amount will bear interest at the Stipulated Interest Rate from the date the amount is due until the date of the payment, but this stipulation for interest will not prejudice or affect any other rights or remedies of the Partnership under this Agreement or otherwise, or be construed to relieve the Developer from any default in paying the Licence Fee or other amount at the time and in the manner specified in this Agreement.

3.8 Survival

The obligations set forth in Sections 3.1 to and including 3.7 shall survive the expiration of the Licence Period, or any extension or earlier termination thereof, to the extent such obligations have accrued prior to such expiration or termination.

ARTICLE 4 OBLIGATIONS OF THE DEVELOPER AND PARTNERSHIP

4.1 Covenants of the Developer

The Developer covenants and agrees to, at its sole cost and expense:

- (a) prior to commencement of construction of the Developer's Sales Centre, to obtain the Partnership's approval of the construction schedule for such construction, which approval shall not be unreasonably withheld or delayed (upon being approved, the "**Work Schedule**");
- (b) obtain the issuance of all Authorizations required for construction of the Developer's Sales Centre and the occupancy and use of the Licence Area, and provide copies thereof to the Partnership;
- (c) complete construction of the Developer's Sales Centre by the Operation Date;

- (d) construct the Developer's Sales Centre (subject to the approval of the Partnership) in a good and workmanlike manner, and in accordance with the Taza Development Approval Requirements, the Architectural Guidelines, the Development Marketing Guidelines, the Work Schedule, and all Applicable Laws;
- (e) participate in the implementation of the Marketing Program in accordance with the provisions of the Acquisition Agreement;
- (f) at all times comply with the Taza Development Approval Requirements, the Architectural Guidelines and the Development Marketing Guidelines;
- (g) comply with and ensure that its employees, servants, agents, contractors, subcontractors and invitees comply with the Construction Procedures;
- (h) comply with and ensure that its employees, servants, agents, contractors, subcontractors and invitees comply with all Applicable Laws;
- (i) comply with and ensure that its employees, servants, agents, contractors, subcontractors and invitees comply with all encumbrances registered in the Registry against Lot 37;
- (j) make no claims or demands and not initiate any manner of action or actions, cause or causes of action or suits against the Partnership which are, in any way, related to the rights of the Developer under this Agreement;
- (k) not make, or permit to be made, any claim, lien, charge or encumbrance against Lot 37 as a result of, or in any way related to the use of the Licence Area by the Developer under this Agreement;
- (l) at the Developer's sole cost, immediately discharge and obtain releases of any claims, builders' liens, charges or encumbrances which have been filed against the Partnership and Lot 37 as a result of, or in any way related to, the use of the Licence Area by the Developer under this Agreement;
- (m) operate the Developer's Sales Centre in accordance with the provisions of the Marketing Program and from 1:00 p.m. to 7:00 p.m., Monday through Thursday, and Friday closed, and from 12:00 p.m. to 5:00 p.m., Saturday, Sunday and holidays, or such other days and hours agreed to between the Partnership and Developer from time to time ("**Business Hours**");
- (n) the Developer shall ensure that the Developer's Sales Centre is, during Business Hours, staffed by at least one (1) employee of the Developer or representative of the Developer and that the Developer's Sales Centre is not to be left unattended during Business Hours;
- (o) ensure that the Developer and all persons under its control, including without limitation all users of the Parking Spaces, comply with all Applicable Laws and all

Rules and Regulations applicable to the use of the Parking Spaces as from time to time exist;

- (p) not cause or commit nor suffer nuisance, waste, injury or disfigurement to the Licence Area or any part thereof, or the Sales and Marketing Centre Lands or any part thereof (reasonable wear and tear excepted); in the event such waste, injury or disfigurement is caused or arises solely from the negligence, default or willful misconduct of the Developer or its agents, employees, contractors or invitees, the Developer shall be solely responsible for the cost and expense for the remediation, repair and restoration of such affected by such nuisance, waste, injury or disfigurement.
- (q) put and keep in good working order and condition or shall cause to be put and kept in good working order and condition (reasonable wear and tear excepted), and maintain and repair, the Developer's Sales Centre at the Developer's cost and expense in accordance with the requirements of Partnership;
- (r) not to install any equipment which will exceed or overload the capacity of any utility, electrical or mechanical facilities in the Licence Area, nor bring upon the Sales and Marketing Centre Lands or any part thereof any machinery, equipment, article or thing that by reason of its weight, size or use might in the reasonable opinion of the Partnership damage the Sales and Marketing Centre Lands or the Sales and Marketing Centre and shall not at any time overload the floors of the Sales and Marketing Centre; and
- (s) promptly vacate the Licence Area upon the earlier of the termination of this Agreement or the expiration of the Licence Period and restore the Licence Area to the condition and state of repair as existed at the Turnover Date thereof, subject to the provisions of Section 2.5.

The covenants in this Section 4.1 shall survive the expiry or termination of this Agreement for any reason.

4.2 Covenants of the Partnership

The Partnership covenants and agrees to:

- (a) provide access to the Licence Area for the Developer, its employees, servants, agents, contractors, subcontractors and invitees;
- (b) provide the Licence Area serviced with general lighting, heating, and an overhead electrical rough-in (conduit) to which the Developer can tie in the Developer's Panel into the main base building electrical panel (CDP) to enable the Developer to construct and use the Developer's Sales Centre for its intended purpose;
- (c) provide waste collection, disposal and snow removal services and pay for the costs of supplies, tools, equipment and materials used in connection therewith (including rental costs of such items);

- (d) carry out and complete all landscaping and signage in and around the Sales and Marketing Centre Lands in conformity with Applicable Laws, the Architectural Guidelines and the Development Marketing Guidelines; and
- (e) provide three (3) un-reserved on-site (asphalt or gravel) parking spaces (the “**Parking Spaces**”) to the Developer during the Licence Period out of the total parking spaces within the area shown in [●] on Schedule “B” herein, along with access thereto and therefrom through drive aisles designated by the Partnership (the location of which may be amended from time to time by the Partnership), on a non-exclusive, first-come-first-served basis in common with other licensees of the Sales and Marketing Centre. The Developer acknowledges and agrees that the Partnership shall not be obligated to supervise or police the parking facilities or use thereof in any manner.

For greater certainty, the Partnership shall not be responsible for any repairs or maintenance of the Developer’s Sales Centre or any part thereof and all such maintenance and repairs shall be the Developer’s obligation at the Developer’s sole cost and expense.

4.3 Alterations

- (a) Following completion of the construction of the Developer’s Sales Centre, the Developer shall not make any repairs, alterations, replacements, leasehold improvements or install trade fixtures (collectively, “**Alterations**”) in any part of the Licence Area, without first obtaining the Partnership’s written approval thereof, such approval not to be unreasonably withheld or delayed except that such approval may be withheld in the Partnership’s sole and absolute discretion in respect of any Alteration that is visible from outside of the Licence Area (including from any part of the Sales and Marketing Centre other than the Licence Area) or that would affect the structure of the Sales and Marketing Centre, or any of the electrical, mechanical or other base building systems or their warranties (collectively, “**Base Building Work**”). The Developer shall, prior to commencing any work, submit to the Partnership:
 - (i) for its prior approval details of the proposed work, including plans, drawings and specifications prepared by qualified architects or engineers and conforming to good engineering practice;
 - (ii) such indemnification against liens, costs, damages and expenses (including Partnership’s costs and expenses incurred, or which may be incurred, in reviewing the proposed work and supervising its completion) and such insurance coverages as the Partnership reasonably requires; and
 - (iii) evidence satisfactory to the Partnership, acting reasonably, that the Developer has obtained at its expense all necessary Authorizations.
- (b) The Developer shall not make or install any Alterations unless they are performed:
 - (i) at the sole cost of the Developer;

- (ii) by competent workers;
 - (iii) in a good and workmanlike manner using first-class materials in keeping with the construction standards and design criteria for the Sales and Marketing Centre;
 - (iv) in accordance with the plans, drawings and specifications approved by the Partnership and in accordance with all Applicable Laws; and
 - (v) subject to the reasonable regulations, supervision, controls and inspection of the Partnership.
- (c) With respect to any Base Building Work, the Partnership may elect to perform such work (or to have any third party contractor selected by the Partnership do so). Upon completion thereof, and thereafter to the extent requiring ongoing maintenance, repair or replacement, the Developer shall pay to the Partnership the cost in respect thereof.

4.4 Rules and Regulations

The Partnership shall have the right from time to time and at any time during the Licence Period to make any and all rules and regulations (the “**Rules and Regulations**”) in relation to the reputation, safety, care and appearance of the Sales and Marketing Centre, or for the preservation of good order therein or the operation and maintenance of the Sales and Marketing Centre, or the comfort and safety of other occupants and users of the Sales and Marketing Centre and to make reasonable amendments, deletions and additions to the current Rules and Regulations. Notice of all such amendments, deletions and additions shall be given to the Developer as herein provided. The Rules and Regulations shall be reasonable, not unfairly prejudice the Developer in favour of other developers and shall be read as a part of this Agreement and shall be observed, performed and complied with throughout the term hereof the same as all of other conditions, provisos, agreements and obligations herein contained and set forth. Any amendments, deletions or additions made to the Rules and Regulations by the Partnership, as above provided, shall be binding upon the Developer, upon the giving by the Partnership to the Developer of written notice thereof. In the event of any material inconsistency or conflict between this Agreement and the Rules and Regulations, the provisions of this Agreement shall govern.

ARTICLE 5 RISK, RESPONSIBILITY AND INSURANCE

5.1 Assumption of Risk

The Developer will assume all legal and economic risk and responsibility for its use of the Licence Area and for the activities of all those who are associated with or affected by in any way, either directly or indirectly, the activities of the Developer, including the invitees, contractors, subcontractors and suppliers of the Developer.

5.2 Personal Injury

The Released Persons shall not, under any circumstances, be liable or responsible in any way for, and the Developer releases the Released Persons from:

- (a) any personal injury or consequential damage of any nature whatsoever, however caused, that may be suffered or sustained by the Developer or by any other person who may be at the Licence Area;
- (b) any loss or damage of any nature whatsoever, however caused to the Licence Area, or any property belonging to the Developer or to any other person while such property is in or about the Licence Area;
- (c) any personal injury or consequential damage of any nature whatsoever that may be suffered or sustained by the Developer, or any property belonging to the Developer or any other person while such property is in or about the Licence Area:
 - (i) caused by failure, by reason of breakdown or other cause, to supply adequate drainage, snow or ice removal, or by interruptions of any utility or other services, or by steam, water, rain, snow, or other substances leaking into, issuing or flowing into any part of the Licence Area; or
 - (ii) however caused, if the Developer, its agents, contractors or employees enter upon the Licence Area in the case of an emergency,
- (d) any business, economic or indirect loss or damage of the Developer of any nature whatsoever, however caused; or
- (e) any loss against which the Developer is obliged to insure against hereunder or has insured against.

This release shall survive the expiry or termination of this Agreement for any reason.

5.3 Insurance

- (a) The Developer covenants and agrees with the Partnership that the Developer shall, at its cost, ensure that the following insurance coverages are placed with an insurance company licensed to do business in Canada and in a form acceptable to the Partnership, maintain the following coverages throughout the Licence Period or any extensions thereof and, except as otherwise stated, these coverages shall remain in force from the Turnover Date until the expiration of or earlier termination of this Agreement. The insurance which the Developer is required to maintain is as follows:
 - (i) all risks (including flood, earthquake and on-site and off-site power outages) property insurance in an amount equal to the full replacement cost insuring: (i) all property owned by the Developer, or for which the Developer is legally liable, or installed by or on behalf of the Developer,

and located within the Sales and Marketing Centre including, but not limited to, fittings, installations, alterations, additions, partitions, and all other leasehold improvements, and (ii) the Developer's inventory, furniture and movable trade fixtures and equipment;

- (ii) boiler and machinery insurance for equipment contained in the Licence Area or owned or operated by the Developer on a blanket repair and replacement basis with limits for each accident in an amount of at least the replacement cost of all leasehold improvements and of all boilers, pressure vessels, air-conditioning equipment and miscellaneous electrical apparatus contained in the Licence Area or owned or operated by the Developer or by others (except for the Partnership) on behalf of the Developer in the Licence Area, or relating to, or serving the Licence Area;
- (iii) business interruption insurance in an amount that will reimburse the Developer for direct or indirect loss of earnings attributable to all perils insured against under Sections 5.3(a)(i) and 5.3(a)(ii) and other perils commonly insured against by prudent licensees, or attributable to prevention of access to the Licence Area or the Sales and Marketing Centre as a result of those perils, including, without limitation, on-site and off-site power outages;
- (iv) commercial general liability insurance including legal liability, contractual liability, non-owned automobile liability, employers liability, and owners' and contractors' protective insurance coverage, with respect to the Licence Area and the Developer's use of the Sales and Marketing Centre, with coverage including the activities and operations conducted by the Developer and any other person on the Licence Area and by the Developer and any other person performing work on behalf of the Developer, in any other part of the Sales and Marketing Centre. These policies will: (i) have per occurrence limits of at least five million dollars (\$5,000,000.00) (but the Partnership, acting reasonably, may require higher limits from time to time), (ii) not have an aggregate maximum limit less than ten million dollars (\$10,000,000.00), and (iii) contain a severability of interests and cross liability clauses;
- (v) if applicable, standard owners' form automobile insurance providing third party liability insurance with one million dollars (\$1,000,000.00) inclusive limits, and accident benefits insurance, covering all licensed vehicles owned or operated by or on behalf of the Developer;
- (vi) Workers' Compensation Coverage; and
- (vii) any other form of insurance and with whatever higher limits the Partnership, acting reasonably, or Mortgagee requires from time to time, in form, in amounts and for risks against which a prudent licensee would insure.

- (b) Evidence of these coverages must be provided to the Partnership; however, the receipt by the Partnership of certificates of insurance or copies of insurance policies shall in no way constitute confirmation from the Partnership that the insurance policies comply with the terms of this Agreement.

5.4 Deductible Amounts

Unless otherwise stipulated above, any of the policies of insurance referred to may provide that the amount payable in the event of any loss shall be reduced by a reasonable deductible amount, such reasonable amount to be designated by the Developer and approved by the Partnership and the Developer shall be a co-insurer to the extent of the amount so deducted from the insurance monies paid in the event of any loss.

5.5 Co-insurance Clauses

If any of the policies of insurance referred to shall contain any co-insurance clauses, the Developer shall maintain at all times a sufficient amount of insurance to meet the requirements of such co-insurance clauses so as to prevent the Partnership or the Developer from becoming a co-insurer under the terms of such policy or policies and to permit recovery to the limits of coverage.

5.6 Identity of Insured

Any and all policies of insurance referred to shall be written in the name of the Developer as first named insured responsible for all primary obligations to the insurer, and the Released Persons as additional insureds for all purposes (but without liability for premiums) and shall contain a waiver of subrogation clause to the effect that any release from liability entered into by the Developer prior to the loss, shall not affect the right of the Developer or the Released Persons to recover. Each policy of insurance shall contain a provision or shall bear an endorsement that such policy shall not be invalidated with respect to the interests of all and any of the Released Persons by reason of any Developer breach or violation of warranties, representations, declarations or conditions contained in the policies and that the insurer will not cancel such policy without first giving the Partnership at least thirty (30) days' notice in writing of its intention to cancel.

5.7 Indemnity

The Developer shall release and agree to indemnify and save harmless the Released Persons from and against all losses, costs, damages and liabilities which are incurred or suffered by reason of or are in any way attributable to the use and occupancy of the Licence Area by the Developer and persons having access to the Licence Area through the Developer. This indemnity shall survive the expiry or termination of this Agreement for any reason.

ARTICLE 6 SUSPENSION AND TERMINATION OF LICENSE

6.1 Suspension of License

If during the Licence Period any action, claim or suit is initiated against the Partnership in respect of the use of the Licence Area or any lien is registered against Lot 37, and if within four (4) Business Days of receipt by the Developer of notice of such action, claim or suit, the Developer has not:

- (a) obtained a discharge or release of such action, claim, lien or suit; or
- (b) posted security with the Partnership in respect of such action, claim, lien or suit in such form and in such amount as the Partnership may require, acting reasonably,

then the Partnership may, at the Partnership's sole option:

- (i) make any payments required to procure and register the discharge of any such action, claim, lien or suit, including any certificate of action registered in respect of any lien, and shall be entitled to be reimbursed by the Developer, and its right to reimbursement shall not be affected or impaired if the Developer shall then or subsequently establish or claim that any action, claim, lien or suit so discharged was without merit or excessive or subject to any abatement, set-off or defence;
- (ii) immediately suspend the licence granted hereunder; or
- (iii) terminate the licence granted hereunder and the Developer will immediately thereafter leave and vacate the Licence Area in accordance with Section 2.4.

6.2 Termination of License

- (a) In the event that the Developer is in breach of its obligations under this Agreement after the failure of the Developer to rectify such breach within 30 days of the issuance of notice of such breach by the Partnership to the Developer, then the Partnership shall have the right to terminate this Agreement by delivering written notice of the same to the Developer.
- (b) This Agreement shall automatically terminate if the Acquisition Agreement or the Prepaid Residential Lease is terminated for any reason.
- (c) If the Developer fails to carry out any maintenance or repair that it is required to perform under this Agreement or fails to do so to the reasonable satisfaction of the Partnership, the Partnership may carry out such maintenance or repair, provided that the Partnership has given the Developer prior written notice as set out in Section 6.2(a). If the Partnership carries out any such maintenance or repair, it is not liable for any loss or damage to equipment, fixtures or other personal property

or to the Developer's business as a result, and upon completion, the Developer shall pay to, or as directed by, the Partnership the cost in respect thereof.

- (d) The Developer shall have the right to terminate this Agreement upon sixty (60) days' prior written notice being delivered to the Partnership, provided that the Developer has entered into agreements of purchase and sale with arm's length purchasers for the sale of at least ninety (90%) percent of the homeowner units within the Development.
- (e) In the event that the Partnership has entered into an agreement with a developer to grant a sublease of lands which include the Sales and Marketing Centre for the purposes of development, the Partnership shall have the right to terminate this Agreement upon sixty (60) days' written notice being delivered to the Developer. In the event that the Partnership terminates this Agreement pursuant to this Section 6.2(e), the Partnership shall grant to the Developer a licence of an area comparable to the Licence Area situated within Lot 37 on substantially the same terms as this Agreement.
- (f) Upon the termination of this Agreement pursuant to either Section 6.2(a), 6.2(b) or 6.2(c), the Partnership will have no further obligations to the Developer pursuant to this Agreement or the Acquisition Agreement in respect of the Sales and Marketing Centre or the Sales and Marketing Centre Lands, except to the extent such obligations have accrued as of the date of such termination.

ARTICLE 7 GENERAL

7.1 Mixed-Use Development

- (a) The Developer acknowledges and agrees that:
 - (i) the Sales and Marketing Centre is a mixed-use development containing retail tenants and office tenants, and other licencees (collectively, "**Other Occupants**"); and
 - (ii) the Developer is not entitled to any compensation or diminution or abatement of amounts payable under this Agreement, for any noise, dust, vibrations and other disturbances or inconveniences, resulting from the business of the Other Occupants or construction of the area leased or licensed by such Other Occupants, in the Sales and Marketing Centre.
- (b) The Developer shall not materially interfere with the Other Occupants' use and enjoyment of, and access to and from, (i) the Sales and Marketing Centre or the Sales and Marketing Centre Lands; (ii) the area leased or licensed by such Other Occupants within the Sales and Marketing Centre; or (iii) any parking areas and drive aisles surrounding the Sales and Marketing Centre. The Sales and Marketing Centre and the Sales and Marketing Centre Lands are at all times subject to the exclusive control, management and operation of the Partnership.

7.2 Further Acts

Each of the parties will execute and deliver all such further documents and do such further acts and things as may be reasonably required from time to time to give effect to this Agreement.

7.3 Notices

Any notice, demand, approval, consent, information, agreement, offer, payment, request or other communication (in this Section 7.3, a “**Notice**”) to be given under or in connection with this Agreement shall be in writing and shall be given by personal delivery or by email addressed or sent as set out below or to such other address or email address as may from time to time be the subject of a Notice:

- (a) Partnership: Tsuut’ina – Canderel Land Development Limited Partnership, by its general partner TTN-C Land Development GP Inc.
c/o Taza Development Corp.
Suite 230, 5894 Tsuut’ina Parkway,
Tsuut’ina AB T3T 0E6

Attention: James Robertson
Email: jrobertson@canderel.com

with copies to:

Taza Development Corp.
Suite 230, 5894 Tsuut’ina Parkway,
Tsuut’ina AB T3T 0E6

Attention: General Counsel
Email: llaratta@canderel.com

-and-

McMillan LLP
TD Canada Trust Tower, Suite 1700
421 7th Avenue S.W.
Calgary, Alberta
Canada T2P 4K9
Attention: Mitchell Allison
Email: mitchell.allison@mcmillan.ca

- (b) Developer: Crystal Creek Homes Inc.

6010 12th Street SE
Calgary, Alberta
Canada T2H 2X2
Attention: Justin Bobier, President

Email: justin@crystalcreekhomes.ca

with a copy to :

SVR Lawyers
1500, 222 3 Avenue SW
Calgary, AB T2P 0B4
Attention: Dan Horner

Email: D.Horner@svlawyers.com

Any Notice shall be deemed to have been validly and effectively given and received on the date it was personally delivered to the then current address for Notices pursuant to this Section 7.3 or on the date it was received at the then current email address for Notices pursuant to this Section 7.3, if sent by electronic transmission.

7.4 Assignment

The Developer will not assign or sublicense this Agreement without the prior written consent of the Partnership, except that the Developer shall assign this Agreement to any assignee of its right, title and interest in and to the Acquisition Agreement and the Prepaid Residential Lease. The Developer shall deliver to the Partnership, any Mortgagee, any proposed purchaser of the Sales and Marketing Centre, or as the Partnership may otherwise reasonably direct, within ten (10) days after written request by the Partnership a status statement or a certificate in a form supplied by the Partnership.

7.5 Enurement

This Agreement will enure to the benefit of and be binding upon the Developer and the Partnership and their respective heirs, executors, administrators, successors, permitted assigns and legal representatives.

7.6 Entire Agreement

This Agreement constitutes the entire agreement between the Developer and the Partnership with respect to the grant of the licence and supersedes all prior agreements, letters, negotiations and discussions, whether oral or written, and there are no warranties, representations, covenants, conditions or agreements, implied or otherwise between the Developer and the Partnership except as set forth herein and in the Acquisition Agreement.

7.7 Waiver

No waiver on behalf of any party of any breach of any of the covenants, conditions and provisions contained in this Agreement will be effective or binding upon such party unless the same will be expressed in writing and any waiver so expressed will not limit or affect such parties' rights with respect to any other or future breach.

7.8 Invalidity

If any provision of this Agreement is invalidated in whole or in part, the remaining terms of this Agreement will remain in full force.

7.9 Time

Time will be of the essence of this Agreement and no extension or variation of this Agreement will operate as a waiver of this provision.

7.10 Counterpart and Electronic Execution

This Agreement may be executed electronically and in any number of counterparts, each of which so executed will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be delivered in original or electronic PDF form and the parties adopt any signatures received by electronic transmission as original signatures of the parties and their permitted assigns pursuant to the terms and conditions of this Agreement.

IN WITNESS WHEREOF the Partnership and the Developer have executed this Agreement as of the date first above written.

**TSUUT'INA-CANDEREL LAND
DEVELOPMENT LIMITED PARTNERSHIP,**
as represented by its general partner, TTN-C
Land Development GP Inc.,

Per: _____
Name:
Title:

By: _____
Name:
Title:

CRYSTAL CREEK HOMES INC.

Per: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE A
LICENCE AREA

See attached.



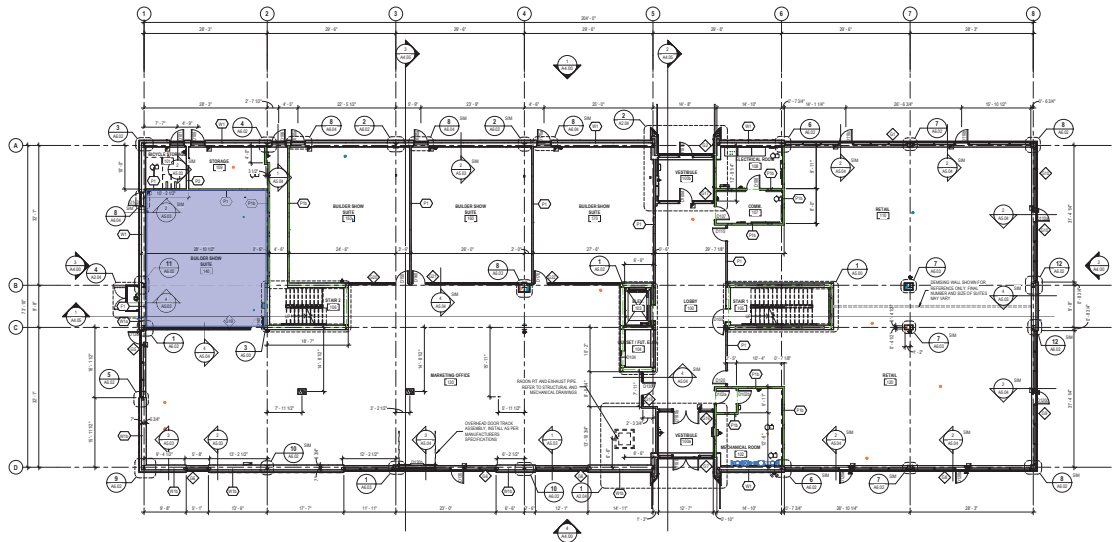
ISSUED FOR

- 1. 2024-10-14 TENDER PACKAGE 3
- 2. 2024-10-21 BC BID-102024-01
- 3. 2024-10-21 Bidding Document
- 4. 2024-10-25 PC#000000
- 5. 2024-04-18 PC#000000
- 6. 2024-04-18 PC#000000
- 7. 2024-04-11 PRJ-000002
- 8. 2024-04-04 BR-000002

FIRE RATING LEGEND

..... 1-HOUR FIRE RESISTANCE RATING

..... 2-HOUR FIRE RESISTANCE RATING



↑ NORTH

↑ MAIN FLOOR PLAN

SCALE: 1/8" = 1'-0"

COLOR DRAWING

This drawing is intended to illustrate and assist in the construction of the project. It is not to be used for any other purpose without the written consent of the architect.

GENERAL

This drawing is prepared and issued for the information of the contractor and is not to be used for any other purpose without the written consent of the architect.

NOTHING SHALL BE CONSIDERED AS A CONTRACT DOCUMENT UNLESS IT IS SPECIFICALLY REFERENCED TO IN THIS DRAWING.

CONTRACT DOCUMENTS SHALL BE OPENED TO THE CONTRACTOR AT THE PROJECT OFFICE.

ARCHITECT & PRIME CONSULTANT

DR. CH. H. HASSAN

CHIEF ENGINEER

MECHANICAL ENGINEER

ELECTRICAL ENGINEER

STRUCTURAL ENGINEER

LANDSCAPE ARCHITECT

MECHANICAL ENGINEER

ELECTRICAL ENGINEER

STRUCTURAL ENGINEER

LANDSCAPE ARCHITECT

TAZA MARKETING CENTRE

PHASE 1 - BASE BUILDING & LLWOS

MAIN FLOOR PLAN

DATE: 2024-10-14

SCALE: 1/8" = 1'-0"

PROJECT: TAZA MARKETING CENTRE

NO. 100562 - 2007200

A2.00

DATE: 2024-10-14

SCALE: 1/8" = 1'-0"

PROJECT: TAZA MARKETING CENTRE

NO. 100562 - 2007200

SCHEDULE B

PARKING AREA

**[To be settled by the Initial
Condition Date]**

SCHEDULE "H" SERVICING OBLIGATIONS

Servicing Obligations

Except as otherwise provided for in this Agreement, the Partnership shall be responsible for the following with respect to the Development Lands (but in all cases, to the extent only that the following is outside the boundaries of the Development Lands unless specifically stated otherwise herein,), at its sole cost and expense:

1. the construction of public realm and associated improvements within the Head Lease Lands of which the Development Lands forms a part, all of which shall be completed to the then applicable requirements and standards established by the Tsuut'ina Development Authority;
2. the installation of all storm and sanitary sewer mains, water mains and power lines, natural gas mains, telecommunications and cable, all of which shall be completed to the then applicable requirements and standards established by the Tsuut'ina Development Authority and which services shall be installed within the proposed or existing rights of way or public roadways to be constructed adjacent to the Development Lands at depths and locations noted on the approved subdivision detailed design drawings provided as part of the Project Information or, at the sole discretion of the Partnership, stubbed inside the Development Lands property line;
3. the construction and completion of all other improvements and requirements set forth in any servicing agreements or development agreements entered or to be entered into between the Tsuut'ina Development Authority and the Partnership with respect to the Development Lands and/or the lands in the vicinity of the Development Lands provided as part of the Project Information, to the extent that such improvements and requirements are required to provide access and local services to the Development Lands; and
4. the removal of the abandoned utility line currently registered at the Registry as Plan 103901 CLSR from the Development Lands.

(collectively, the "**Servicing Obligations**").

Completion of Servicing Obligations

The Partnership and Developer agree that:

1. subject to paragraph 3 of this section (Completion of Servicing Obligations), the Partnership shall substantially complete the Servicing Obligations by the Servicing Obligations Completion Date, it being agreed "substantially complete" for the purpose of this Section 1 shall mean that (A) the utilities and public infrastructure (which may be of a temporary nature) necessary to provide water and sanitary sewer service to the Development Lands have been installed; (B) the Developer has reasonable access (which may be of a temporary nature) to and egress from the Development Lands along the roadways adjacent to the Development Lands; and (C) the remaining aspects of the Servicing Obligations to be complied with or performed are capable of completion in a manner which does not unreasonably interfere with the construction of the Development. Notwithstanding the foregoing, the Developer agrees that the Developer shall be

responsible to provide, at its sole cost and expense, any temporary power or heat that may be required pending the completion by the Partnership of the Servicing Obligations in accordance with this Section 1;

2. the Partnership shall fully complete the Servicing Obligations in accordance with the timetables established by the servicing agreements entered or to be entered into between the Partnership and the Tsuut'ina Development Authority with respect to the Development Lands and/or the lands in the vicinity of the Development Lands; and
3. if the Partnership is bona fide delayed or hindered in or prevented from completing the Servicing Obligations under this Agreement by reason of an Event of Force Majeure, the date for completion of the Servicing Obligations as set forth in this Schedule shall be extended in accordance with Article 14 of this Agreement.

Other Matters

1. The Developer acknowledges that in no event shall the Partnership be obligated to commence or to continue to perform the Servicing Obligations unless, in the Partnership's reasonable judgement, suitable weather conditions permit the commencement and continuation of such work.
2. The Developer acknowledges and agrees that the Partnership shall be deemed to have complied with, performed and satisfied the Servicing Obligations where such Servicing Obligations are complied with, satisfied or performed substantially in accordance with the requirements and standards of the Tsuut'ina Development Authority and any applicable servicing or development agreements entered into, or to be entered into, between the Partnership and the Tsuut'ina Development Authority with respect to the Development Lands and/or the lands in the vicinity of the Development Lands.
3. In addition to the completion of the Servicing Obligations, the Partnership shall be responsible for the satisfaction, at its sole cost and expense, of any other requirements specifically relating to the Development Lands imposed by the conditions of approval to the Development Permit for the public realm work contemplated above.
4. The Developer acknowledges, subject to the Partnership's responsibility to complete the items referenced in paragraph 2 of the section entitled "Servicing Obligations", that it shall be responsible for all costs of completing service connections from the main utility lines within the roadways or utility rights of way in the vicinity of the Development Lands to the property line of the Development Lands and for all costs of constructing and installing service connections within the property line of the Development Lands, such service connections to be installed and constructed by the Developer in accordance with any applicable Construction Procedures. Where Final Acceptance Certificates have not been issued to the Partnership in respect to the applicable public infrastructure, the Partnership may elect to have the Partnership's contractors undertake the installation of such service connections on behalf of the Developer, provided that the cost of such contractor's work is consistent with market rates in the City of Calgary for comparable work. In the event of such election, the Partnership may enter upon the Development Lands and bring upon the Development Lands any necessary machinery or equipment in order to perform such work and the Developer shall reimburse the Partnership for all costs and expenses incurred by the Partnership in completing such work within thirty (30) days of receipt of an invoice for such work.

5. Without limitation to the provisions of Section 4 hereof, the Developer acknowledges and agrees that the removal of fill, back filling of ditches and excavations, site grading and levelling, compaction and removal of organic material may be required in connection with the construction of the Development and that such work and any related work or other site preparation work shall, except as expressly set forth in this Agreement as being the responsibility of the Partnership, be completed by the Developer at its sole cost and expense.
6. The Partnership will be responsible for the rough grading of the Development Lands in accordance with the stripping and grading plan provided with the Project Information. The Developer acknowledges that it shall be responsible at its sole cost and expense for the final grading of the Development Lands and for providing all driveway aprons, access points, boulevard crossings, dropped curbs and fire hydrants, the provision of landscaping (including on boulevards) and satisfying the requirements of all Authorizations obtained in respect of the Development.
7. The Developer acknowledges that there may be underground utility systems situate within the Development Lands or in the vicinity of the Development Lands which have been or are intended to be abandoned in situ by the Partnership in connection with the completion of the Servicing Obligations. The Developer agrees that the Developer shall be responsible for the removal, at the Developer's sole cost and expense, of any such abandoned utility systems where such removal is required in connection with the Development, and for any and all costs incurred by the Developer in constructing the Development which arise from or in relation to such abandoned utility systems.
8. The Developer acknowledges that where the Partnership is responsible to substantially complete the Servicing Obligations after the Closing Date in accordance with the timetables established by this Agreement or the servicing agreements entered or to be entered into between the Partnership and the Tsuut'ina Development Authority with respect to the Development Lands and/or the lands in the vicinity of the Development Lands, the parties will work cooperatively to plan, stage, sequence and coordinate the construction of the Servicing Obligations within the Development Lands and any other work carried out by the Partnership on and in the vicinity of the Development Lands with the construction of the Development, so as to arrange for the Developer's continued reasonable construction access for the duration of the construction of the Development, and the Developer will act reasonably and cooperate in connection therewith, and the Developer will cause the Developer's Representatives to act reasonably and cooperate in connection therewith and in connection with the carrying out of the Servicing Obligations.
9. The obligations of the Partnership and the Developer under this Schedule H shall survive Closing.

Schedule I – Architectural Guidelines
[See attached.]