

Welcome to
The Lake at Heritage Pointe



Disclaimer: The contents of this Welcome Book are intended as a reference for new homeowners and/or residents to the Lake at Heritage Pointe. Contents of this Book are subject to change without notice.

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1.0 Welcome

Welcome to the Lake at Heritage Pointe (LAHP).

The Lake at Heritage Pointe is part of a master-planned residential community within the hamlet of Heritage Pointe. The hamlet resides within Foothills County and consists of 850 acres south of the city of Calgary.

The Hamlet of Heritage Pointe consists of several homeowner associations, with The Lake at Heritage Pointe Owners Association being the largest.

In April 2001, the Lake at Heritage Pointe Owners Association (LAHPOA) assumed governance of the community and its 490 homes from the developer. Managed by a volunteer Board of Directors, the community offers year-round indoor and outdoor amenities and programs for residents of all ages.

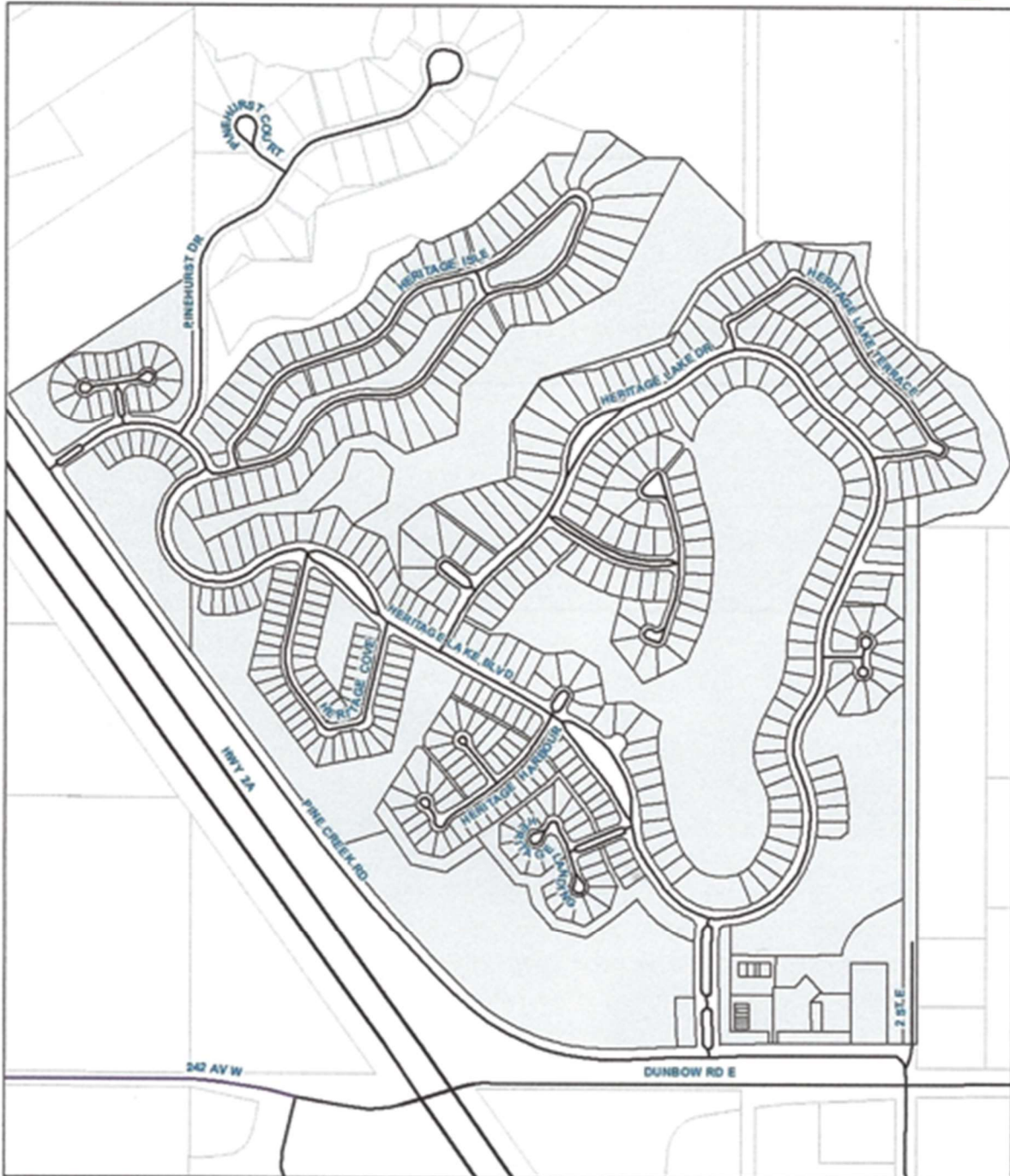
The LAHPOA is a registered Not-for-Profit Society in the Province of Alberta, collecting annual homeowner association fees to manage and maintain the private amenities, services and assets not covered by Foothills County. These private amenities, services and assets include:

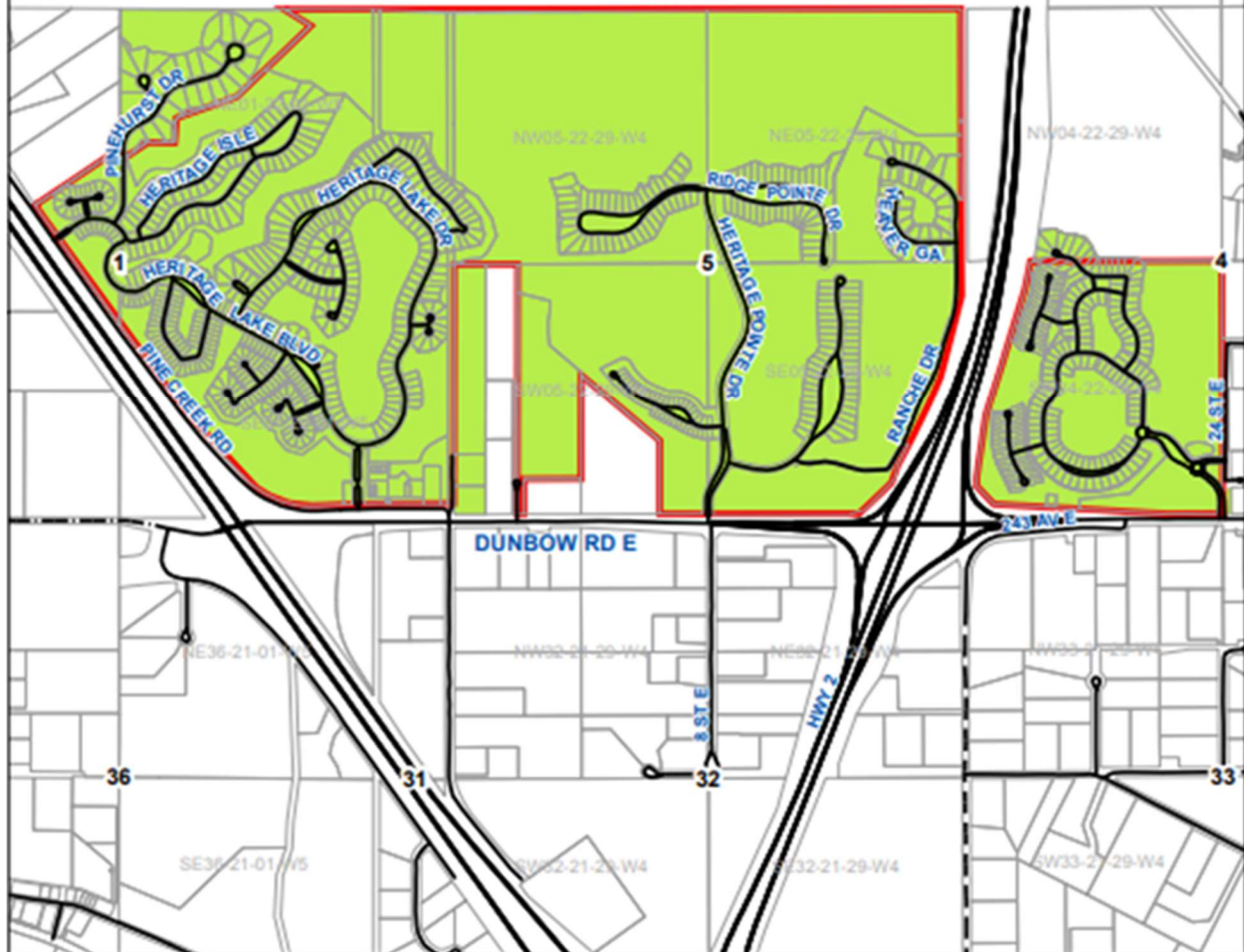
- Main Lake and Upper Pond Water Quality
- Aeration and Irrigation Systems
- Maintenance of Common Green Spaces
- Pathways, Play Structures, and Beach
- Three Stream Waste Management Collections
- Professional Community Management and staffing
- Reserve Fund to maintain community assets.
- Recreation Programs, Equipment & Special Events

Maps of the Lake at Heritage Pointe and of the hamlet of Heritage Pointe can be found on the following pages.



Lake at Heritage Pointe Community Map





2.0 Emergency Services

In the event of an emergency, call 911

Foothills Fire Department – 911

Fire services for the LAHP are provided through Foothills County, with the closest fire station located at Pine Creek Road and 2 Street E

<https://www.foothillscountyab.ca/emergency-services/foothills-fire>

RCMP – 911

The LAHP is served by the Diamond Valley RCMP detachment. (403) 933-4262

EMS (ambulance) – 911

Power/Electricity:

To report a power outage, call Fortis Alberta 24/7 at 310-9473.

Water and Sewer utilities

For potable (drinking) water or sewer concerns or emergencies, call Corix Utilities at (403) 371-6988 (24 Hr Emergency Contact Number)

Foothills County Protective Services - 1-877-603-6331

Municipal law enforcement including peace officers, traffic enforcement, commercial vehicle enforcement, county bylaws, noise complaints and animal control.

<https://www.foothillscountyab.ca/emergency-services/foothills-patrol>

Foothills County Enforcement & Fire Complaint Chart

TRAFFIC, BYLAW & ANIMAL CONTROL COMPLAINTS	NON-URGENT ENFORCEMENT COMPLAINTS	URGENT ENFORCEMENT COMPLAINTS	FIRE / BURN COMPLAINTS
Monday-Friday 8:30 am - 4:30 pm	Evenings, Weekends & Holidays	Evenings, Weekends & Holidays	AT ALL TIMES
Call Foothills Patrol 403-603-6300	Call Foothills Patrol 403-603-6300	Call RCMP	Call 9 1 1
	Leave a detailed message & your call will be returned on the next business day.	RCMP Complaint Lines Okotoks: 403-938-4202 High River: 430-652-2356 Turner Valley: 403-933-4262	

Foothills County Emergency Management

(403) 603-6300 Monday thru Friday: 8:30am-4:30pm

Management of natural or human caused hazards pertaining to weather warnings, river flow/precipitation conditions, wildfires.

<https://www.foothillscountyab.ca/emergency-services/foothills-emergency-mgmt>

3.0 Key Contacts

The Lake House

#4 Heritage Lake Boulevard, Heritage Pointe, AB T1S 4H5

(403)-263-5540

Email: info@lahp.ca

Website: www.lahp.ca

Hours of Operation:

Summer (mid-June through Labor Day Monday)

Sunday thru Saturday: 10:00am-9:00pm

Closed during days of inclement weather.

Fall, Winter and Spring hours at the Lake House are dependent upon seasonal conditions. To remain up to date with this information, please sign up to receive Association emails by emailing the Lake House at info@lahp.ca, follow us on Facebook or visit the Lake House for posted signage.

Community Manager

Les Turner

825-431-3629

lturner@lahp.ca

Board of Directors

Please refer to our website, at www.lahp.ca/contacts for a list of your current Board of Directors.

To contact the Board of Directors, please email info@lahp.ca.

Friends of the LAHP

Foothills County

The Foothills County is the municipal governing body for the hamlet of Heritage Pointe.

Foothills County encompasses a diverse rural landscape in which leadership and planning support a strong agricultural heritage, vibrant communities, a balanced economy, and the stewardship of natural capital for future generations.

The County is a rural municipality located adjacent to and immediately south of the City of Calgary. Covering an area of approximately 3,600 square kilometres, located in the foothills of sunny southern Alberta, Foothills County surrounds the Towns of Okotoks, High River, Diamond Valley, the Village of Longview, and the Eden Valley Reserve.

Governance

Foothills County elects council members who are responsible for governance of the county, sitting on several county committees and representing their constituents at the county level.

The hamlet of Heritage Pointe sits in Division 6 and is currently served by Councillor Don Waldorf. Councillor Waldorf can be contacted via telephone at 403-601-6868 or email at don.waldorf@foothillscountyab.ca

Property Taxes

Foothills County provides several services - directly or jointly with the LAHPOA and several other municipalities including the hamlets of Heritage Pointe, Aldersyde, Blackie, Cayley, De Winton, Hartell, Millerville, Naphtha, Priddis and Priddis Greens.

The services provided to the LAHP community include general administration, road construction and maintenance, fire protection, EMS services, planning and development administration, agricultural services, recreation and parks, family and community support services, and bylaw enforcement.

All LAHP residents receive annual property tax invoices from the County, with tax rates tied directly to residential property values.

Bylaws

Please note that all bylaws of Foothills County apply to the Lake at Heritage Pointe community. Quick links to the County's bylaw information can be found at <https://www.mdfoothills.com>

Dunbow Recreation Board

The Dunbow Recreation Board (DRB) was established in 2009 to explore and develop recreation projects within Division 6 of Foothills County.

The mission of the DRB is to work with the residents and established associations to identify recreational needs and to support the communities in the development of recreation programs.

The LAHPOA Board of Directors works with the DRB in applying for capital grants that benefit the recreational needs of our residents.

Previous DRB support includes funding for the purchase of a new Heritage Isle playground, various watercraft, a snowmobile and cross-country track setter, and a variety of sports equipment.

Schools

Public: Foothills School Division
Main Office
129 4th Avenue SW, Suite 300.
PO Box 5700, High River
Phone: (403) 652-3001
Email: info@fsd38.ab.ca
www.foothillsschooldivision.ca

Heritage Heights School Kindergarten to Grade 9
30- 32156 Hwy 552 E Foothills
Phone: (403)-938-1400
Email: heritage@fsd38.ab.ca

Foothills Composite High School Grade 10 to 12
229 Woodhaven Dr, Okotoks
Phone: (403)-938-6116
Email: fchs-ahsfa@fsd38.ab.ca

Separate: Christ the Redeemer Catholic Schools
Main Office
301-23 Riverside Drive,
Box 1318, Okotoks
Phone: (403)-938-2659
www.redeemer.ab.ca/

St. Francis of Assisi Academy Kindergarten to Grade 9
10- 32156 Hwy 552 E Foothills
Phone: (587)-757-8702
<https://stfrancis.redeemer.ab.ca>

Holy Trinity Academy Grade 10 to 12
338072 - 32nd St. E., RR 2 Okotoks
Phone: (403)-938-2477
<https://holytrinity.redeemer.ab.ca>

Private: Strathcona Tweedsmuir Kindergarten to Grade 12
RR 2, 306 Ave West & 32 St West, Okotoks
Phone: (403)-938-4431
<https://www.strathconatweedsmuir.com>

Homeschool: The Centre for Learning at Home Grade 1 to Grade 12

109 Southbank Blvd, Okotoks
(403) 938-4119
albertahomeeducation.ca

Medical Services

Walk In Clinic:

Heritage Pointe Medical Clinic 403-279-4944
330 Pine Creek Road, Heritage Pointe

Urgent Care

Okotoks Health and Wellness 403-995-2600
11 Cimarron Common, Okotoks

South Calgary Health Centre 403-943-9300
31 Sunpark Plaza SE, Calgary

Hospital

South Health Campus 403-956-1111
4448 Front St SE, Calgary

High River General Hospital 403-652-2200
560 9 Ave SW, High River

Golf

There are many public and private golf courses and driving ranges within proximity to the LAHP.

Due to a similarity in name, the Heritage Pointe Golf Club is often confused as a partner of the LAHP. The Heritage Pointe Golf Club operates independently of the LAHP Owners Association, and as such, the homeowners of the LAHP do not receive special golf privileges at the Heritage Pointe Golf Club.

1 Heritage Pointe Drive, Heritage Pointe
Phone: (403)-256-2002
Email: inform@heritagepointe.com
www.heritagepointe.com

4.0 Governance

Guiding Principles:

The LAHP Owners Association is guided by the following principles:

To preserve the appearance and protect the property values of our community through active volunteers, professional management services and friendly, engaged staff who provide exceptional service for our residents to enjoy the lake house, beach, amenities, and event programs.

Society Act

The LAHPOA is an incorporated entity under the Alberta Societies Act. As a registered society, the LAHPOA is obligated to follow strict governance practices laid out by the Society's Act. More information on the Alberta Society's Act can be found online at: <https://www.alberta.ca/incorporate-a-society#jumplinks-0>

Bylaws:

The LAHP Community Bylaws were developed in April 2001 when the Heritage Pointe Owners Association assumed ownership from the developer.

The bylaws are reviewed on a regular basis to ensure that they remain current with the community's needs and are in compliance with the Societies Act.

A complete copy of the current LAHPOA Bylaws can be found following this section.

Board of Directors:

The volunteer Board of Directors are elected and/or appointed annually at the Annual General Meeting and are responsible for the management and leadership of the LAHP Owners Association.

If you are interested in serving on the Board in future and would like more information, please contact us at info@lahp.ca. A definition of Board Roles & Responsibilities may be found within our community Bylaws.

Meetings:

The LAHP Board of Directors meet monthly at the Lake House. To request an item to be placed on the meeting agenda, please email the community manager at info@lahp.ca

Meeting Minutes:

The meeting minutes of the Board of Directors are posted to the LAHP website following ratification at the subsequent board meeting. The archived meeting minutes of the LAHP can be found on our website at: <https://www.lahp.ca/board-member>

Annual General Meeting

The Annual General Meeting of the Association takes place in the spring of each year, typically in June. Notification of the meeting will be provided no later than 14 days prior.

Quorum requires that 10% of Homeowners be registered to convene an AGM. Registration is based on both physical attendance at the meeting and by duly authorized Proxy Form.

An AGM package is delivered to each household a minimum of 14 days prior to the meeting. This package contains:

- Notice of Meeting
- AGM Agenda
- Previous AGM Meeting Minutes
- Audited Financial Statements
- AGM Proxy Form
- Board of Directors' Nomination Form

All Association members "In Good Standing" may attend and vote at the proceedings. Any Homeowner "In Good Standing" may stand for election to the Board of Directors.

Committees

From time to time, the LAHP Board may establish committees which will be assigned specific roles and responsibilities. Committees may be finite in duration, like the Heritage Isle Playground Committee, or a standing committee like the Water Committee.

Representation on committees is by volunteer residents who are interested in the work of the community and who may have been identified as a person with knowledge or interest in the committee's mandate.

Owner Association Fees

Annual Homeowner Association Fees form part of each Homeowner's Restrictive Covenant and Encumbrance Agreement as registered with Land Titles.

The LAHPOA fees collected are used to manage and maintain the private amenities, services and assets not covered by Foothills County. These private amenities, services and assets include:

- Main Lake and Upper Pond
- Aeration and Irrigation Systems
- Maintenance of Common Green Spaces
- Pathways, Play Structures, and Beach
- Three Stream Waste Management Collections
- Professional Community Management and Staffing
- Reserve Fund to maintain community assets.
- Recreation Programs, Equipment & Special Events

Invoices for the LAHPOA fees cover the fiscal year of January through December. All invoices are distributed the last week of January and are due by the last day of February.

As stated in Association Bylaws, the “LAHPOA may introduce an amount representing an increase over the prior year’s Annual LAHPOA Fee equivalent to the increase, if any, in the Consumer Price Index as it applies to Calgary or such other amount as is determined and authorized by a majority of 50% +1 of HOA members represented at the Annual General Meeting or by a Special Resolution of the Association at a general meeting.”

Please note the following:

- Payment is due in full by the end of February. Remittance by EFT to “*annualfee@lahp.ca*” (preferred method) or cheque or bank draft can be made by Canada Post or placed in the Lake House mailbox located at the Lake House gate. Cash payments should be hand delivered to the Lake House in person, at which time a receipt will be issued. Instructions for payment by E-transfer are printed on the invoice.
- Payment received after the due date will be subject to interest charges of 16% per annum (in accordance with Bylaws Schedule “A”, Restrictive Covenant & Encumbrance Agreement, section 4.0) until paid in full, and including overdue interest & any other penalties imposed to the date of full payment.
- Following notification, delinquent accounts will be forwarded to the Association’s law firm. Legal recovery fees, as well as additional interest charges, will be added to the outstanding balance. Association member privileges, i.e. waste removal, gate access cards, community events, etc. will be suspended on all delinquent accounts.
- If the resident and/or property owner misses the deadline for payment outlined in law firm correspondence, the file will be moved immediately to specialized law firm debt recovery staff. Delinquent residents will be responsible for any and all legal fees incurred to date of payment, on- going interest, as well as expenses associated with fee recovery efforts incurred by the Association’s legal representatives.

Lifecycle Program

The capital assets of the LAHPOA are monitored through a comprehensive report prepared by a professional third-party firm. The assets of the association are reviewed and assessed to determine their condition and to identify deficiencies, maintenance requirements or replacement timing and costs. The implementation of a well managed lifecycle plan allows the association to plan for the maintenance and upgrading of the community physical assets such as the lake house, pathways, fencing, playgrounds, signage, and security systems.

Every five years, the association engages the services of a third-party company to review and update our comprehensive lifecycle program.

Reserve Fund

The LAHPOA has two budgets which are approved annually; an Operating Fund, which is used for day-to-day operations and the Reserve Fund, which is used for larger periodic expenditures typically including upgrades to or replacement of community assets.

Rules, Regulations, Landscaping and Architectural Controls

Residents are encouraged to familiarize themselves with the Community Rules & Regulations, Landscaping and Architectural Controls to ensure an understanding of the standards in place for their personal property and the community. These are registered as an Encumbrance and Restrictive Covenant against every homeowner's Land Title.

The Lake at Heritage Pointe Owners Association Bylaws

ARTICLE 1: INTERPRETATION, DEFINITIONS AND INCORPORATION OF "RESTRICTIVE COVENANT AND ENCUMBRANCE AGREEMENT"

- 1.1 These Bylaws shall be construed with reference to the provision of The Societies Act, R.S.A. 1980, c. s-18, as amended from time to time (or any subsequent governing legislation), and terms used in these Bylaws shall be taken as having the same respective meanings as they have when used in that Act. Notwithstanding anything else herein contained, these Bylaws shall be read subject to the restrictions upon their scope and effect contained in The Societies Act and other applicable statutes and rules of law and equity, and any provisions herein repugnant to such restrictions shall, wherever possible, be severed from these Bylaws, in order that the rest may stand.
- 1.2 In the interpretation of these Bylaws (including this Article 1.2), except where excluded by the context:
 - a. words importing the singular number shall also include the plural, and vice-versa;
 - b. words importing the masculine gender shall also include the feminine;
 - c. words importing persons shall include corporations;
 - d. the headings herein are given for convenience only, and shall not affect the interpretation of these Bylaws;
 - e. these Bylaws shall be interpreted in a large and liberal sense so as to give effect thereto wherever possible;
 - f. "Act" shall mean The Societies Act R.S.A. 1980, c. S-18 as amended, and any statute that may be substituted therefore;
 - g. "Association" shall mean The Lake at Heritage Pointe Owners Association (LAHPOA);
 - h. "the Board" shall mean the Board of Directors of the Association;
 - i. "Bylaws" shall mean the Bylaws of the Association as amended from time to time;
 - j. "Director" shall mean any person who has been duly elected or appointed to the Board;
 - k. "Member" shall mean a member of the Association unless the context requires otherwise;
 - l. "Registered Office" shall mean the registered office of the Association;
 - m. "Special Resolution" shall have the meaning provided in the Act; and
 - n. "Subdivided Lot" shall have the meaning given to it in Article I Paragraph 1.10 of Schedule "A".
 - o. "Good Standing" shall mean a member of the Association current in payment of Annual Fees.

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- 1.3 These Bylaws are subject to and are to be construed with the Restrictive Covenant and Encumbrance Agreement attached as Schedule "A", which governs in the event of any conflict with these Bylaws. The purpose and objects of the Association are to carry out those duties and functions provided for in Schedule "A" to be performed or done by the Association and generally to provide for care and maintenance of the Lake and other special features of The Lake at Heritage Pointe community as more particularly defined in Schedule "A".

ARTICLE 2: MEMBERS OF THE SOCIETY AND VOTING RIGHTS

2.1 Membership of the Association

Paragraph 3.1 of Article 3 in Schedule "A" is incorporated into these Bylaws and is made a part hereof. Without limitation:

- a. The Members of the Association shall be those entitled to membership under Paragraph 3.1 of Article 3 in Schedule "A". An owner of any subdivided lot shall become a Member forthwith on becoming registered (which may include registration by caveat) as an owner as aforesaid, and his membership shall be recorded by the Association upon his providing to the Association's Board satisfactory evidence of such ownership.
- b. Voting rights of Members shall be as set out in Article 3, Clause 3.1.1 in Schedule "A".
- c. No owner shall be expelled from the Association as long as he continues to be a registered owner in good standing of a Subdivided Lot.
- d. Membership in the Association terminates once a member is no longer a registered owner in good standing of a Subdivided lot.

2.2 Membership Year

Membership year shall be the calendar year from January 1 to December 31.

2.3 Notice of Meeting

A Member shall be entitled to notice of and to attend all meetings of the Members of the Association. Notice may be given by hand delivery to, or prepaid Canada Post delivery to the Member postal address of record, or via Email address of record for the Subdivided Lot owned by a Member. The Member bears the responsibility to ensure address(es) of record are kept current with the LAHPOA.

ARTICLE 3: MEETINGS OF THE ASSOCIATION

3.1 The Annual General Meeting

- a. An Annual General Meeting of the Association shall be held in each calendar year after 2001 in the City of Calgary or in the M.D. of Foothills, in the Province of Alberta, on a day fixed by the Board from time to time;

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- b. At least fourteen (14) days prior to the Annual General Meeting the Secretary or designated alternate shall mail, deliver or email to each Member a notice setting forth the date, place and time of the Annual General Meeting;
 - c. The Annual General Meeting shall consider the report of the President, review the Association's financial statements (which shall set out the Association's income, disbursements, assets and liabilities, and shall comply with the requirements of the Act), appoint such auditors or accountants as may be desired, elect the Board and transact such other business as may be put before the meeting;
 - d. A quorum for the Annual General Meeting of the Association shall be the attendance in person or by proxy of Members in good standing collectively representing ten percent (10%) of the votes eligible to be cast at such a meeting;
 - e. Unless any two Members demand a ballot vote, all voting at the Annual General Meeting shall be done by a show of hands;
 - f. Each Member may vote by proxy. Such proxy should himself be a Member of the Association but before voting must produce and deposit with the Secretary a sufficient appointment in writing. The Secretary (or in his absence the Chairperson of the meeting) shall have complete discretion to determine whether an appointment of proxy is valid and sufficient;
 - g. Except as to a Special Resolution, each issue and Resolution shall be decided by a majority of the votes of the Members present in person or represented by a proxy;
 - h. Accidental omission to give any notice to any Member or the non-receipt of any (notice by any Member or any error in any notice not affecting the substance thereof shall not invalidate any action taken at a meeting held pursuant to such notice or otherwise founded thereon; and
 - i. At the Annual General Meeting there shall be elected as many Directors as are required to fill the vacancies of the Board.

3.2 Special Meetings of the Association

- a. Special Meetings of the Association shall be called at the direction of the President or upon request in writing of any five (5) Members in good standing, stating the objective of the special meeting;
- b. At least fourteen (14) days prior (and if a Special Resolution is proposed at least twenty-one (21) days prior) to the Special Meeting, the Secretary shall mail, deliver or email to each Member a notice setting forth the date, place, time and purpose of the special meeting;
- c. The method of voting, the use of proxies and the quorum required for any special meeting shall be the same as for the Annual General Meetings;
- d. Accidental omission to give notice to any Member, or the non-receipt of notice by any Member, or any error in any notice not affecting the substance thereof, shall not invalidate any action taken at a special meeting held pursuant to such notice or otherwise founded thereon.

3.3 Proceedings at General Meetings

- a. If within a half an hour from the time appointed for the meeting a quorum is not present, the meeting,

if convened upon the requisition of the Members, shall be dissolved, but in every other case it shall stand adjourned to a date determined by the Board, not in excess of three (3) months hence;

- b. The President, or in his absence, a Vice-President, shall preside at every General Meeting of the Society. If neither the President nor the Vice-President be present within a half an hour from the time appointed for the holding of the meeting, the Members present shall choose one alternate sitting Board Member to preside at such meeting;
- c. The person presiding may, with the consent of the meeting, adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business unfinished at the meeting from which the adjournment took place;
- d. At every General Meeting, every question shall be decided in the first instance by a show of hands, unless before or upon the declaration of the result of the show of hands, a ballot be demanded by at least two (2) Members personally present and entitled to vote. A declaration by the person presiding that a resolution has been carried or carried by a particular majority, or lost, shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour or against any such resolution. If a ballot be demanded in the manner above-mentioned, it shall be taken at such time and place and in such manner as the person presiding may direct, and the result of the ballot shall be deemed to be the resolution of the General Meeting at which the ballot was demanded. A demand for a ballot may be withdrawn;
- e. In case of any dispute as to the admission or rejection of any vote, the person presiding shall determine the same, and such determination made in good faith shall be final and conclusive;
- f. Notwithstanding anything to the contrary contained in these Bylaws, a resolution assented to and adopted in writing under the hands of sixty-five (65%) percent (and if a Special Resolution, of seventy-five (75%) percent) of all the Members present in person or represented by a proxy at a Special Meeting, though not passed at a General Meeting, shall be of the same force and effect as if it had been duly passed at a General Meeting duly convened, and no previous notice, or convening of any General Meeting for the purpose of passing such resolution shall in such case be deemed to have been necessary, whether the business transacted thereat is special or not, and a Member may signify his assent to such resolution in writing under his hand or by telegram or cable, and such resolutions shall be deemed to have been passed on any date therein stated to be the date thereof.
- g. Co-owners may vote by proxy jointly appointed by them, and in the absence of such proxy are entitled to vote on a show of hands; but on any vote by ballot each co-owner is entitled to such part of the vote applicable to the Subdivided Lot he co-owns as is proportionate to his interest in such Subdivided Lot.
- h. In determining the identity or addresses of Members, the Secretary shall be entitled to rely upon either (or both) titles searches and notifications of ownership given to the Board by Members or their representatives.

ARTICLE 4: GOVERNANCE OF THE ASSOCIATION

4.1 The Board of Directors

- a. Each Board member must be a Member in good standing of the Association at the time of his

election and throughout his term of office; and a Board member shall ipso facto cease to be a Board member if he dies, is convicted of an indictable offence, is declared mentally incompetent by a court of law or if he ceases to be a Member.

- b. Board membership shall commence upon election or appointment to the Board and shall expire at the next succeeding Annual General Meeting, unless prior thereto the Board member resigns, becomes disqualified under clause 4.1(a) hereof or is removed under clause 4.1(c) hereof. Board members may be re-elected, but no person shall sit on the Board for longer than nine (9) successive terms of office.
- c. Casual vacancies on the Board may be filled by appointment by remaining Board members to serve until the next Annual General Meeting, provided that a Board member may be removed prior thereto by resolution of the Members of the Association at any Special Meeting of the Members duly called for such purpose;
- d. The affairs of the Association shall be managed by a Board of Directors consisting of not fewer than three (3) nor more than seven (7) persons. The Past President may be invited to sit in a non-voting, advisory capacity at the discretion of the current Board;
- e. The Officers shall consist of a President, Vice-President, Secretary and Treasurer, and they shall be appointed by the Board from amongst Board members. The Board may appoint one person to more than one position, and the Board may also remove any officer from office;
- f. The Board, at any Board meeting following the Annual General Meeting of the Association, may appoint not more than two (2) persons to the Board if, at the Annual General Meeting of the Association, there is an insufficient number of persons elected to the Board;
- g. Any member of the Board shall be eligible for re-election to the Board, subject to the limitation set out in clause 4.1 (b).
- h. The Board shall, subject to these By-laws and any directions given it by majority vote at any General Meeting properly called and constituted, have full control and management of the affairs of the Association. Meetings of the Board shall be held as often as may be required, but at least once every twelve months, and shall be called by the President or on the instructions of any two (2) members of the Board provided they request the President in writing to call such meeting and state the business to be brought before the meeting;
- i. Meetings of the Board shall be called by ten (10) days' notice in writing and mailed or emailed to each member; or by three (3) days' notice by telephone unless waived by all members of the Board;
- j. A majority of the members of the Board, personally present, shall constitute a quorum at any meeting of the Board.
- k. Each member of the Board including the President shall have one (1) vote. In the case of an equality of votes, the President shall not have a second or casting vote and the motion will be deemed defeated;
- l. A resolution of the Board in writing signed by all of the members of the Board shall be as effective as a resolution passed at a meeting of the Board duly convened and held.

4.2 Duties and Powers of the Board

Except as provided in the Act and otherwise in these Bylaws, the powers of the Association shall be exercised by the Board, and without restricting the generality of the foregoing, the duties of the Board shall include the responsibilities set out in Paragraph 3.2 of Article 3 of Schedule "A" together with the following:

- a. To facilitate and promote the objects of the Association;
- b. To create and define categories of Members;
- c. To engage, hire and discharge any employees in respect to the operation of the Association;
- d. To maintain and properly protect the assets and properties of the Association;
- e. To prepare and approve an Annual Budget consistent with good management of the Association;
- f. To pay all expenses of and incidental to the operation and management of the Association;
- g. To remunerate or indemnify any persons for services rendered or liabilities incurred in connection with the affairs of the Association;
- h. To maintain all accounting and financial records of the Association;
- i. To invest and deal with the monies of the Association in such securities and in such manner as from time to time may be determined by the Board;
- j. To finance the operations of the Association and to borrow, raise or secure the payment of monies in such a manner as the Board may, from time to time, think fit; provided that no borrowing in excess of twenty percent (20%) of the Reserve Fund shall be made without prior authorization of a majority of the Members in General Meeting; and no debenture shall be granted unless authorized by Special Resolution.
- k. To appoint legal counsel and auditors from time to time;
- l. To make rules and regulations for the operation of the Association and the use of lands and facilities which it owns or manages;
- m. Without in any way abrogating or limiting the general responsibility of the Board, to delegate its powers and duties to any person engaged as a Manager of the Association;
- n. To place and maintain, revise, replace, cancel, amend, reduce or increase insurance upon the improvements now or hereafter owned by the Association together with third party liability coverage, all on terms and conditions, in amounts and in respect of such perils as the Board may from time to time determine.
- o. To set, levy, issue and collect charges for the Annual Homeowner Association Fees provided for in Schedule "A";
- p. To issue certificates as to a Member's position regarding Annual Homeowner Fees, any

such certificate to be signed by at least two members of the Board; and any certificate so issued shall estop the Association and all Members from denying the accuracy of such certificate as against any mortgagee, purchaser or other person dealing with the owner of the Subdivided Lot to which the certificate relates (but shall not be an estoppel as against the owner of such Subdivided Lot); and

- q. Without limiting clause (n) hereof, place and maintain third party liability insurance in such amounts and on such terms as the Board may from time to time select, insuring the Members and Board Members in respect of the actions and omissions of the Association.
- r. To commission a Life Cycle Study at an interval of no less than every five years to examine infrastructure, review the timeline proposed for capital expenditures during that period, and determine the value of Annual Fees that will be directed to Reserve Funds accordingly.

4.3 Board Committees

- a. The Board may appoint committees to advise the Board from time to time in respect to the various duties and responsibilities of the Board;
- b. Each committee created by the Board shall be headed by one of its members appointed by the President to be Chairman of the committee;
- c. Each committee created by the Board shall meet at the call of the Chairman, record minutes of its proceedings, and distribute such minutes to the members of the committee and to the Chairmen of all other committees and furnish reports at the request of the President prior to each Board meeting. Unless waived by all of the members of the committee, not less than two (2) days prior notice of the date, place and time of a committee meeting shall be mailed, delivered or emailed to each member of the committee;
- d. A majority of the members of any committee, personally present at a meeting, shall constitute a quorum; and
- e. Each member of the committee, including the Chairman, shall have one (1) vote at the meeting of the committee but in case of an equality of votes there shall be no casting vote.
- f. Recommendations of any committee are not binding until adopted by a majority vote of the Board of Directors.

4.4 Officers

- a. President: Shall supervise the affairs of the Association, and be ex-officio a member of all committees. He shall, when present, preside at all meetings of the Association and of the Board. In his absence, the Vice-President shall preside at any such meetings, and in the absence of both, a chairman may be elected by the meeting to preside thereat;
- b. Vice-President: Shall assist the President and preside at meetings in the absence of the President. In the event the President is unable to fulfill his duties or resigns his position, the Vice-President will assume the duties of the President until the next Annual General Meeting.

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- c. Secretary: Attend all meetings of the Association and of the Board, and keep accurate minutes of same. He shall have charge of the seal of the Association. In the absence of the Secretary, duties shall be discharged by such person as may be appointed by the Board. The Secretary shall have charge of all the correspondence of the Association and be under the direction of the President and the Board. The Secretary will ensure the Community Manager keeps a record of all the Members of the Association and their addresses and send all notices of various meetings where required.
 - d. Treasurer: Shall oversee receipt of Annual Homeowner Fee assessments levied under Schedule "A" hereto, all monies paid to the Association and their deposit by the Community Manager in whatever chartered bank, treasury branch or trust company the Board may order. He shall work in collaboration with the Board and Community Manager to create the Annual Budget. He shall provide a monthly financial status report to the Board. He shall present a full detailed account of receipts and disbursements to the Board whenever requested and shall prepare for submission to the Annual Meeting a statement duly audited as hereinafter set forth of the financial position of the Association;
 - e. The officers of the Association shall be appointed for a term of one (1) year or until the next Annual General Meeting whichever first occurs; and
 - f. Any vacancy arising in any office shall, except as otherwise provided herein, be filled by the appointment by the Board of another member of the Board who shall hold such office until the next Annual General Meeting of the Association.
 - g. Other accountabilities of the Board, outlined below, will be assigned at the first meeting of the Board after the AGM:
 - i. Designation of Officers of the Board;
 - ii. Determination of Committees from time to time;
 - iii. Secretary or designated alternate shall ensure that the books, records, policies, procedures, bylaws, tax returns, and any other Association documentation is properly kept and filed;
 - iv. Review Bylaws and Architectural Controls on an annual basis for updates or changes
 - v. One Board Member will be designated MD Liaison to represent the Association and coordinate with the MD of Foothills to ensure the community is represented and aligned with MD of Foothills goals.

ARTICLE 5: BOOKS, RECORDS, AUDITS AND NOTICES

- 5.1 The books and records of the Association may be inspected by any Member of the Association at the annual meeting provided for herein or at any other time upon giving reasonable notice and arranging a time satisfactory to the officer or officers having charge of the same. Each member of the Board shall at all times have access to such books and records.
- 5.2 The books, records and financial statements must be audited at least once each year by a duly qualified accountant or by two members appointed for that purpose at the AGM. Such auditor(s) may be a Member but such auditor(s) shall not be a member of the Board.
- 5.3 The Secretary shall maintain an electronic copy of all original minutes of all proceedings and ensure copies are posted to the Association website from time to time.
- 5.4 The Board shall see that all necessary books and records of the Association required by the Bylaws of the Association or by any applicable statute or laws are regularly and properly kept and filed.

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- 5.5 Notices to Members may be given by hand delivery to, or prepaid Canada Post delivery to the postal address of record, or via Email address of record for the Subdivided Lot owned by a Member. The Member bears the responsibility to ensure address(es) of record are kept current with the LAHPOA. Notices to Board Members may be given by delivery to, or by prepaid Canada Post delivery to the Registered Address of the Association or by email to the LAHPOA.
- 5.6 The seal of the Association and which shall be under the control of the Board, and the responsibility for its custody and use from time to time shall be determined by the Board; but, in the absence of any specific determination, the seal shall be preserved by the Secretary who, together with the President, shall execute and affix the seal of the Association on all contracts of the Association required to be executed under the seal of the Association.

ARTICLE 6: REMUNERATION AND INDEMNIFICATION

- 6.1 Unless authorized at any general meeting, and after notice of same shall have been given, no Director, Officer or Member of the Association shall receive any remuneration for services performed in his or her capacity as a Member, Officer or Director.
- 6.2 Each member of the Board and each Officer and Employee of the Association shall be indemnified by the Association against any and all liability and reasonable expenses in connection with, or resulting from, any claim, action, suit or proceeding in which he may become involved as a party, or otherwise, by reason of his having been a Director of the Board or Officer or Employee of the Association; except in relation to matters as to which he shall be adjudged with respect to such claim, action or proceeding to be liable for gross negligence or willful misconduct in the performance of his duty to the Association.

ARTICLE 7: BYLAWS AND DISSOLUTION OF THE ASSOCIATION

- 7.1 The Bylaws may be rescinded, altered or added to by a Special Resolution of the Association at a general or Special meeting of which at least twenty-one (21) days written notice specifying the intention to propose the resolution as a Special Resolution has been duly given.
- 7.2 In the event the Association is wound up or dissolved, any surplus funds shall be paid to such registered and incorporated charitable organization as the Members by Special Resolution may from time to time determine. At no time shall the Directors, Officers or Members become entitled to any of the assets of the Association.

DATED at the Hamlet of Heritage Pointe, in the Province, this 1st day of April 2022.

Board of Directors, The Lake at Heritage Pointe Owners Association:

5.0 Living at the LAHP

Security

Living on the southern edge of a major urban centre provides many conveniences of big city living without living in a big city. Unfortunately, our proximity to Calgary also brings unwanted experiences such as car prowling's, home break ins and vandalism. To mitigate crime in the LAHP community, we must work together and do our part to keep our families and community safe.

Personal Home Security

Residents are responsible for the safety and security of their personal property and possessions. To assist residents, the LAHPOA encourages residents to:

- Establish and implement an evening routine, whereby you ensure your doors and vehicles are locked.
- Get to know your neighbours. Offer to look out for your neighbours and ask that they do the same for you.
- Landscape your property in such a manner that thieves are not provided potential hiding spots.
- Install motion activated exterior lights.
- Subscribe to a residential security monitoring company with an updated contact list.
- When working in your backyard, make sure your front doors (including garage doors) are closed and locked.
- Develop and implement a plan if you are away.
 - Have Canada Post hold your mail.
 - Ask a family member, friend, or neighbour to pick up any flyers.
 - Have your waste bins moved out of site, and not appear unused.
 - Make your home looked lived in by ensuring lawns are mowed, driveway/sidewalks are clear of snow,
 - Install timers and/or motion sensors on interior/exterior lights.

Community Security

The community has invested in security cameras that record vehicular traffic entering and exiting the community. These cameras are located at both the south and west entrances.

Due to privacy concerns, data is only released to local law enforcement. At no time will residents be provided data from these cameras.

Liability

The LAHPOA assumes no responsibility for residents and guests using community assets.

Residents of all ages are required to have a signed Waiver of Liability on file. Access to community assets and programs will not be provided unless waivers are on file. Guests using community assets must sign a waiver every year.

A copy of the Waiver of Liability can be found at the end of this section.

Communications

Communications from the LAHPOA, whether they be from the Board of Directors or by the staff at the Lake House, may be via Canada Post, email, or social media. Receipt of electronic communications is optional with residents needing to opt into this avenue. (See Digital Communications on the next page).

Social Media

The LAHPOA uses the following social mediums in which to communicate with our residents.

Website:

The website of the LAHPOA is www.lahp.ca. This website is your go to location for all information pertaining to living at the LAHP including programs currently being offered and public service announcements.

Email Blast

Residents have the option of subscribing to receive emails from the Board and/or Lake House. The information is the same as that which is posted on the website or on Facebook, but this avenue may be preferred over Facebook.

To subscribe to our email blasts, simply email the Lake House at info@lahp.ca or subscribe on our website at the bottom right corner of the “Contact Us” page.

Facebook:

The official Facebook page of the LAHPOA is “*The Lake at Heritage Pointe Owners Association*”. This page is administered by the Lake House staff and is a public Facebook page, with anyone having the ability to monitor the posts on this page. Public Service Announcements, program offerings and the like are posted on this page.

“*The Lake at Heritage Pointe Residents*” Facebook page is a private Facebook page that is administered independent of the LAHPOA. This page provides residents with the opportunity to communicate with one another whether they are seeking recommendations on a home renovator or looking for a babysitter. To subscribe to this page, you must be a resident of the community. Residents trying to use a pseudonym or alias to join will not be accepted.

Digital Communications

Official communications to our residents, such as the Annual General Meeting notification or LAHPOA Fee Invoices are either hand delivered or mailed through Canada Post. For those who desire, we offer to distribute official communications electronically.

To consent to receive all communications electronically, residents are asked to complete and submit the Consent to Receive Electronic Communications form to the Lake House. The Consent to Receive Electronic Communications form can be found following this section.

There is no obligation to sign up to receive electronic communication, however, should you wish to do so, simply complete the form, and return it to *info@lahp.ca* or drop it off at the Lake House.

Postal Services

Community Mailboxes:

All residents of the LAHP are assigned a Canada Post mailbox and provided with keys to access their mailbox. These keys are to be transferred from owner to owner and are not distributed through the Lake House.

The Canada Post mailboxes are in the Heritage Pointe commercial plaza east of Stockman's Lounge & Restaurant.

Parcels

Mailing and collecting parcels through Canada Post is through the Walden Shoppers Drug Mart, located at 151 Walden Gate SE, Unit 700, Calgary.

"Junk" Mail:

To reduce and eliminate unwanted mail, simply tape a note inside your mailbox instructing Canada Post not to deliver flyers.

To help keep our community free of litter, please DO NOT dispose of your unwanted mail by placing it on top of the mailbox or by dropping it onto the ground.

Maintenance:

Maintenance and snow removal of the Canada Post shelter is through Canada Post who engages the services of a third-party contractor. The LAHPOA does not maintain this area.

Road & Sidewalk Maintenance

The maintenance, including snow removal, of all roads and sidewalks falls under the jurisdiction of the Foothills County.

The LAHPOA works with the County using LAHPOA contractors to remove snow from the sidewalks that are adjacent to common areas, such as parks and green spaces. This work is then billed back to the county.

As a courtesy, the community snow removal contractors will clear the snow from community sidewalks that are not adjacent to common areas (parks and greens spaces), that is, sidewalks in front of residential homes. The community is not obligated to clear the snow from these sidewalks in front of residential homes but does so as a courtesy. Homeowners remain liable for the condition of the sidewalks in front of their homes.

Pathway Maintenance

Maintenance of the community pathways, which are found within the green spaces and parks, falls under the purview of the LAHPOA.

INFORMED CONSENT AND WAIVER OF LIABILITY

(minors must have same signed by an adult)

MUST BE 18 YEARS OR OLDER

I, the undersigned, do hereby confirm that I am over the age of 18 years, and I agree that, in consideration of my, and if relevant the below named minor, being permitted the unsupervised use of the facilities of The Lake at Heritage Pointe Owners Association (the "Association") and other good and valuable consideration, the sufficiency and receipt of which I acknowledge, I assume all risks of personal injury, death or property loss which might or does result from any cause whatsoever including, but not limited to, engaging in boating, paddle boarding, swimming, fishing, or skating (the "Activities"). By signing this document, I affirm that I am releasing the Association and their respective agents, employees, partners, officers, and directors (collectively the "Releasees") from any and all liability related to the usage of the Activities by myself, and my minor children, and I acknowledge that this form of release is a contract with legal consequences and I have read it carefully before signing and I confirm that I have read and understand the Association Rules and Regulations and agree that I, and if relevant the below named minor, will abide by said Rules and Regulations.

I acknowledge that the Activities include risks which cannot be eliminated without destroying the unique character of the Activities. The same elements that contribute to the unique character of the Activities can cause accidental injury, illness, or in extreme cases, permanent trauma, disability, or death. I understand that the Releasees do not want to frighten me or my minor children or dampen our enthusiasm, but the Releasees consider it important for me to know in advance what to expect and to be informed of the inherent risks of the Activities. The following describes some, but not all, of those risks:

1. The Association does not employ a lifeguard and does not provide supervision or assess the boating, paddle boarding, swimming, or skating skills of myself, my minor children, or my guests.
2. Swimming and aquatic activities are inherently risky and there is always a risk of serious injury including but not limited to drowning and head or bodily trauma.
3. Fatigue, overexertion, poor boating, paddle boarding, swimming, or skating skills, and failing to avoid dangerous areas, failing to follow any rules, inadequate supervision, slips and falls, and sun exposure can lead to injury or death.

I am aware that the Activities include risks to me, my minor children, and my guests. I understand the description above of these risks is not complete and that other unknown or unanticipated risks may result in property loss, injury, or death. I agree to assume full responsibility for the inherent risks identified herein and those inherent risks not specifically identified for me and my minor children. The participation in the Activities is purely voluntary and I and my minor children elect to participate in same in spite of and in full knowledge of these inherent risks.

I confirm that neither myself nor my minor children are relying on the Releasees, or any one of them, in respect of ascertaining if I or my minor children have the degree of skill and knowledge required to participate in the Activities. I represent that I and my minor children are fully capable of participating in the Activities, without causing harm to myself, themselves or others. I, the undersigned, also agree to indemnify, defend and hold harmless the Association and its directors, committee members, employees and agents from any and all liabilities, claims, demands, actions of any kind, damages, losses, injuries, costs and expenses (including legal fees on a solicitor and client basis) for which the Association or its directors, committee members, employees or agents may become liable by reason of the use of the Facilities by myself, my minor children, and my guests. I acknowledge that any damage caused by myself, my minor children or, if relevant, my guests to the Association's property and equipment is my financial responsibility.



INFORMED CONSENT AND WAIVER OF LIABILITY
(minors must have same signed by an adult)

Please Complete:

Dated at Foothills County, in the Province of Alberta, this _____ day of _____, 20_____

Complete if relevant (check one):

Minor Resident: ☐

Minor Guest: ☐

Municipal Address of Minor: _____

Name of Minor: _____ Minor Date of Birth: _____

(THIS SECTION MUST BE COMPLETED BY AN ADULT)

Adult Resident: ☐

Adult Guest: ☐

Municipal Address of Signee: _____

Name of Signee: _____ Date of Birth: _____

Phone Number of Signee: _____

Signature of Signee: _____

EMERGENCY NOTIFICATION (Alternate Contact):

Name of Contact: _____

Relationship to Signee: _____

Phone Number: _____



To: LAHP Homeowners

Subject: Consent to Receive Digital Communications

We are now offering to distribute obligatory LAHP communications electronically to all residents of the community. This service is being provided as an alternative to receiving our obligatory communications such as your HOA invoices and AGM notices in the form of a hard copy.

We provide this service as an OPTION, and ask that if you wish to receive all formal LAHPOA correspondence to please advise the Lake House, in writing, with your authorization to receive official LAHP communications in electronic (email) format. You may do this by dropping off a note at the Lake House or by sending an email to *info@lahp.ca*

If you do not wish to receive these communications electronically, you will still receive hard copies delivered to your doorstep or to your Canada Post mailbox.

General bulletins, safety and security notices, program promotions and such, will continue to be distributed via our optional email marketing program. If you have not already registered to receive these communications, you may do so by emailing the Lake House.

.....

The undersigned, hereby consents to receive all obligatory Lake at Heritage Pointe Owner's Association correspondence such as, but not limited to invoices, meeting notices, newsletters, etc. electronically.

Name: _____
please print

Street Address: _____

Phone Number(s): _____

Email Address(es): _____

Date: _____

Signature: _____

6.0 Community Amenities

The Lake House

The Lake House is our community hub, featuring a cozy interior for holding programs, events, and meetings. The upper level provides approximately 600 sq. ft. (56 sq. meters) and boasts a well-appointed kitchen, fireplace, washrooms, tables & chairs plus a lake-facing balcony complete with a propane BBQ.

The Lake House is available to rent for special occasions or the offering of small business activities like yoga, fitness, and the like. It accommodates 72 people standing or 44 seated.

The lower level is fitted with showers, washrooms, and select beach toys and lifejackets in the summer. All Association watercraft, lifejackets, fly fishing equipment, baseball, soccer and pickleball equipment may be signed out through our summer staff.

Lake House Rentals

Residents are invited to rent the Lake House for special occasions or for the offering of activities like meetings, yoga, or fitness.

Current rental rates are as follows:

- \$50 + gst per hour
- \$400 + gst booking 8 hours or longer.

In addition, please note that an Alberta Gaming & Liquor Commission (AGLC) Special Event Permit and liquor liability insurance (Party Alcohol Liability – PAL Insurance) are required if alcohol is to be served at your event. These permits are available online.

In the case of renters not having either of the above types of coverage, then a “special event insurance” policy can be purchased. This coverage and resultant costs will vary depending on the event, the number of anticipated participants and if liquor is present or not.

Renting the Lake House does not give renters or guests access to the beach or water equipment.

Access to the beach area and water equipment is available to all residents and they may also be accessed by residents’ guests. All guests must be accompanied by a resident and sign a Waiver of Liability. However, the number of guests allowed onto the beach is restricted to a “reasonable number of guests”. When signing in guests to use the beach, we ask that residents use reasonable discretion when determining how many guests to bring in.

To obtain a Lake House Booking Package please contact the Lake House or visit our website at www.lahp.ca/renting-facility

The Lake

Lake Specifications

The Lake is a man-made lake measuring approximately 28 acres, with a maximum depth at the north end of the lake measuring 22 feet. The water for the lake is pumped in from the Bow River, using infrastructure provided by Corix utilities.

In addition to providing recreational opportunities and a beautiful centerpiece to our community, the lake water is used for all green space irrigation throughout the community.

In the event of a potable water emergency by Corix Utilities, the LAHP lake is designated as a back up water source for the potable water requirements of the hamlet of Heritage Pointe.

Water Quality

While the Lake is a man-made lake, the community strives to maintain the lake in a natural state. However, the community does use biologically based herbicides to control algae growth and visibility.

In keeping with Alberta Health regulations, the water is tested weekly during the summer months. Should the water ever reach unacceptable levels, the community will shut down the lake and treat the water with the necessary herbicides and/or chemicals. To date, this has never occurred.

Water loss via irrigation and evaporation is replaced in the spring and summer via the Bow River.

Lakeshore residents are asked to assist us in maintaining a natural balance to the water chemistry by NOT over fertilizing grass near the water's edge, treating weeds with chemical pesticides or draining hot tubs/swimming pools into the lake. Responsibilities unique to lakeshore residents can be found at the end of Section 7.

The lake is stocked with fish twice a year, and currently is home to brown, brook, tiger, and rainbow trout. If you are at the lake, you will see schools of Fathead minnows, which serve as a food source for the trout. These minnows are introduced to the lake when pumping water in from the Bow River.

Fishing is strictly catch and release, except for the ling cod, which are an invasive species that also come into the lake via the Bow River.

Aeration of the lake is necessary for the health of the lake, the fish and the lake vegetation. The lake is aerated via a waterfall at the terminus of the creek between the upper pond and the lake, as well as 20 aeration diffusers placed strategically on the bottom of the lake.

Lake Access System

Access to the lake, upper pond, sport court or gate-controlled green spaces is via a smartphone app called VizPin, that is linked to a specific telephone number. Once residents have proven their residency and signed & submitted a Waiver of Liability, residents 14 years and older will be provided access to the VizPin app.

Access is the responsibility of the member and may be used by only the member to whom it was issued. Guests must always be accompanied by an LAHP resident. Failure to abide by these conditions may result in access privileges being revoked.

The VizPin access request form and instructions on how to load the VizPin app can be found following this section.

Sport Court

The community has a multi-sport court, located across the street from the Lake House. Access into the Sport Court is via the VizPin app.

The sport court is fully fenced and provides residents a playing surface for basketball, volleyball, short court tennis and pickleball. Equipment for these sports can be booked through the Lake House.

The North Dock Park

Located at the north end of the Lake, the North Dock Park is home to a small playground, grassy area and dock which are for the exclusive use of LAHP residents and guests.

There are three gates that lead to the North Dock Park: the main gate is located between 168 & 172 Heritage Lake Drive; one is between 100 & 104 Heritage Lake Shores and the other is beside 148 Heritage Lake Shores. Access to these gates is via the VizPin app.

This park is CLOSED between the hours of 10:00pm and 5:00am.

The Upper Pond

The Upper Pond serves as an aeration pond and water reservoir for the main lake. The Upper Pond is surrounded on three sides by Heritage Lake Boulevard, Heritage Lake Drive and Heritage Lake Shores.

The Upper Pond is maintained as a natural body of water, and as such, there is no swimming allowed.

Surrounding the Upper Pond is a pathway system, complete with benches, and a stream/waterfall leading to the main lake.

During the summer months, a fountain operates in the middle of the upper pond and assists in the aeration of the upper pond and main lake.

Playgrounds

There are three playgrounds within the LAHP community. Two require access via VizPin and are located at the North Dock Park and the Lake House Beach. The public playground is in the green belt on Heritage Isle.

The new Isle playground will be constructed in spring 2024 and the Beach and North Dock playgrounds will be upgraded re-using components from the old Isle playground.

Pathways and Greenspaces

The Lake at Heritage Pointe has an abundance of natural and man-made amenities for all members of your family to enjoy.

There are three primary amenity areas: The lake, community green space and environmental reserve natural areas. Each of these amenity areas is available for your enjoyment. The installation of permanent or semi-permanent equipment or facilities in these areas by residents is not permitted.

The three islands on the lake are out of bounds and may not be occupied unless in the case of an emergency.

Community pathways exist throughout the entire community. Gated pathways must remain closed and are accessible via the VizPin smartphone app, or access card.

As the pathways are very busy, please exercise caution should you be using the pathways for biking, skateboarding or roller blading.

Please report any misuse, damage, or vandalism to Lake House staff.

Should you witness vandalism or other suspicious activity please call either the RCMP at (403) 933-4262 or call 9-1-1.

Heritage Pointe Sports Fields

The playing fields located south of the community and north of Pine Creek Road are owned by Foothills County and opened in 2013 as an initiative of the Dunbow Recreation Board.

Foothills County manages the maintenance of the fields, and the LAHPOA assists with dragging the ball diamond surface during the open season.

The soccer field and baseball diamond are available for use by any resident of the County at no cost.

The usage of the sports fields is managed by the Lake at Heritage Pointe Owners Association. To inquire as to availability of the soccer field or ball diamond, please direct email to info@lahp.ca or call the Lake House at (403) 263-5540.

Groups using the sports fields are requested to park vehicles in the space provided at that location which is accessed from Pine Creek Road. Please do not use the Lake House parking lot as it is reserved for use by those enjoying the Lake or attending Lake House functions.

Please note that the sports field is NOT an off-leash dog park. Dogs are forbidden from the playing fields for reasons of safety and cleanliness. Violators may be subject to prosecution by the County.

Sports Equipment

The Association has an assortment of watercraft, lifejackets, fly fishing equipment, ice fishing equipment, baseball, soccer and pickleball equipment that may be signed out, at no charge. If you would like to sign out our sports equipment, simply contact the Lake House.

These include:

- Stand Up Paddleboards
- Canoes
- Single or Tandem Kayaks
- Pedal Boats
- Row Boats
- Life Jackets/PFD's (mandatory use enforced)
- Pickleball Equipment & Portable Nets
- Beach games
- Fly Fishing Kits
- Ice Fishing Kits
- Soccer Balls/Nets
- Baseball Bats/Gloves/Balls
- Soccer balls/nets

Please note, anyone who wishes to use Lake House equipment must have a completed a Liability Waiver on file (page 30). This includes all guests accompanying a resident.

How to Download and Use the VIZpin App

The VIZpin smartphone app allows access to all electronic gates within the LAHP community. It is ONLY available to LAHP residents 14 years of age and older who have submitted a Waiver of Liability to the Lake House.

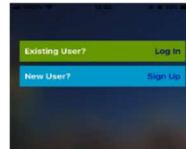
To activate your smartphone in the VizPin database, you need to download the app and go through registration process.

Instructions on how to download and start the app.

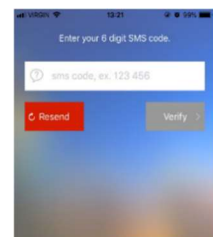
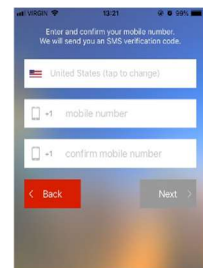
1. Make sure you are using the latest version of the iOS and Android operating system on your phone.
2. Go to the Apple App Store or the Google Play Store and search for the VIZpin SMART app. Look for this icon.



3. Select to download the app. Once downloaded, select "OPEN".
4. The app will now complete its installation. When it is done, the app will open, and you will need to go through the (following) steps to set up the app.
5. Start by selecting "New User? Sign Up".

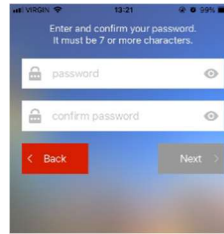


6. The following step relates directly to the phone you are setting up.
 - a. Enter your Full Name
 - b. Enter the country (typically Canada)
 - c. Enter the phone number of the phone
 - d. Re-enter the phone number
 - e. Click next
7. After you click NEXT, your phone will receive a text with a 6-digit SMS code. Enter the code in the field and click VERIFY



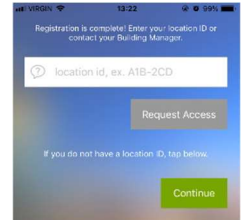
8. Enter your First name and Last name exactly as you did on the form that you submitted to the LAHPOA. Click next.

9. Create a password, confirm it, then click next.



10. When you see the following screen, enter this site code / location ID:

BQHYDN



The app will now automatically send a request to the Lake House email where a team member will activate your access request. Please note that it may take up to 24 hours before the app becomes active.

If you open the app and see the 10 gates listed, the app is now active. If you do NOT see the gates listed, please refer to the Trouble Shooting section below before contacting the Lake House.

The gates will be light green in colour and as you move within range of each gate (approx. 30 feet) the corresponding gate icon will turn bright green, meaning you can activate the gate you are near (unlock it).

Trouble Shooting:

1. Do you have cellular data turned on? Or do you have quality cellular data? This is required for the app to work properly. Try refreshing the app several times. You can do this by sliding your finger down on your smartphone screen.
2. Is the star icon green? If so, turn it off by tapping it.
3. Have you inputted the Site Code **BQHYDN**? If not, tap the “gear” icon and enter it again.
4. If you are asked for a login, this is the email that you supplied.
5. If you are asked for a password, this is the password you used when registering the app.
6. In some circumstances, deleting and reloading the app has proven to resolve any issues.
7. Please contact the Lake House at info@lahp.ca or 403-263-5540 if you need further assistance.

7.0 Things You Need to Know

Restrictive Covenant and Encumbrance Agreements

As part of your due diligence and in conjunction with the purchase of your lot, and home, you should be aware that there are several encumbrances registered against Title to your lot. Your lawyer should review these with you to be certain that you understand all of the obligations you are assuming and benefits you will be enjoying as a homeowner at the Lake at Heritage Pointe.

The two primary documents, which you should review and be familiar with, are:

1. Restrictive Covenant and Encumbrance Agreement (included here on page 61)
(Registered against Title on all lots.)
2. Easement, Encroachment Agreement and Restrictive Covenant – Lakeshore Lots
(Registered against Title on all lots.)

If your lawyer does not review the above noted documents with you, or provide you with a copy of these agreements, copies may be obtained at the Land Titles Office, located at:

710 – 4th Ave SW, Calgary
Ph: (780) 427-2742
Email: ltos@gov.ab.ca

Utilities and Other Essential Services

Electricity and Natural Gas:

Through Alberta energy deregulation, homeowners have the option to purchase electricity and natural gas through any energy retailer in the province.

Fortis Alberta is the default energy provider to the Lake at Heritage Pointe.

Water and Wastewater:

Corix Utilities is the licensed provider of water and wastewater for the LAHP community.

Contact information for Corix Utilities is as follows:

- For emergencies: (403) 371-6988
- For all account, billing, and general inquiries:
1-877-577-2112 (M-F, 8 AM to 5 PM)
customer@corix.com

Waste and Recycling

The Lake at Heritage Pointe introduced the Universal Cart Program in January of 2017, which saw the community embrace curbside collection of recyclables, organic material, and regular waste, and commit to keeping the community in alignment with bylaws of Foothills County for diversion of waste materials.

Blue bins are used for recyclables, green bins for organic materials and black bins for regular waste.

Collection day for the community has been scheduled for every Thursday with all bins to be placed on the curb no later than 8:00am. Any bins arriving after this time may not be picked up.

The only exception to the weekly schedule is the for the green (organic) bins, where the collection moves to every other week from mid-November to mid-April. Updates regarding the collection schedule will be shared through the community website, social media, and email blasts.

Bagged waste left curbside, and not contained within the appropriate bin, will not be collected. Bin lids should close completely. When bins cannot be closed completely, the bin may be left uncollected at the service provider's discretion.

All bins are the property of the LAHPOA and must remain at the property to which they are assigned.

To maintain the visual integrity of our community, residents are required to store their bins inside their garage or elsewhere on their property such that they are not visible from the street. Please respect your neighbor's view when storing bins.

Bins must be removed from the curb the same day as collection.

Care must be taken to not block access to your bins and to space your bins approximately 2 feet apart so they can be picked up by the waste truck's automatic tongs. If the collection truck cannot access your bins, they will not be picked up.

Any color garbage bag can be used with your black bins. NO bag is necessary with the blue or green bins, but you may use a compostable bag for your kitchen organics. If you desire to use a bag for your recyclables, please use a clear bag.

Rules and Regulations

For the health and welfare of all Homeowners and their guests using amenities of the LAHPOA, all residents should familiarize themselves with the following Rules & Safety Regulations in place for the community. (included here on page 49)

This document is reviewed annually by the Board of Directors. Recommended changes will be discussed via the Annual General Meeting or other communications to the residents.

There are unique responsibilities that come with living on the lake. If your property backs onto the lake, we ask you to review, and abide by the Guidelines Specific to Lake Front Homeowners. These guidelines can be found on the following pages of this document. (included here on page 59)

Rules and Safety Regulations

**Your Guidelines for Enjoying Life in the Lake at Heritage Pointe Community
March 2022.**

USE OF COMMUNITY AMENITIES

1. Valid smartphone app (VizPin) access is required to enter the lake house, the beach, and any other controlled, private amenity areas. VizPin access will only be granted to residents who have a Waiver of Liability on file with the Lake House.

In special circumstances, Access Cards may be assigned to residents. Access Cards are to be used by ONLY the resident to whom it was assigned.

2. Each household will have, at most, two Adult Homeowner Members. Adult Members may sign in a reasonable number of guests into the lake house and beach area subject to the discretion of staff/directors.

All others within the household, age 14 and older, will be considered Junior Members and are permitted no more than two guests at one time unless authorized prior to entry.

Adult children over 21 must provide a Driver's License or other government issued photo ID with address for proof of residency. Proof of residency will be reviewed annually.

THE ASSOCIATION RESERVES THE RIGHT TO LIMIT THE NUMBER OF GUESTS AND/OR REFUSE FACILITY ACCESS.

1. All Guests must sign-in and be accompanied by a Resident Member at all times. All guests must complete a Waiver of Liability. Lake house staff may request ID from guests.
2. Resident Members will be held responsible for any violation of these rules and regulations by their guests, in accordance with the conditions of the Resident Waiver on file for your property.
3. Renters within the LAHPOA community are permitted use of the VizPin smartphone app provided the homeowner relinquishes this privilege to the renter. A letter of authorization from the homeowner must be submitted to the LAHPOA, accompanied by a copy of the current rental agreement.
4. No persons are permitted into the lake house, beach, and park area later than posted hours with the exception of an officially booked private event.

**GATES ARE DISABLED AFTER POSTED HOURS OF ACCESS.
VIOLATORS ARE SUBJECT TO MONETARY FINES AND LOSS OF LAKE
ACCESS PRIVILEGE.**

1. LAHPOA employees and board members have the authority to enforce all rules and regulations. Residents with concerns regarding potential rule infractions are requested to contact the Community Manager, who is appointed as the:

“Official Agent of the Lake at Heritage Pointe Homeowners Association” with respect to the Province of Alberta’s “Trespass to Premises Act, 2004”.

Residents that witness serious/suspicious activities are requested contact Okotoks RCMP at (403) 938- 4202 or call 9-1-1 immediately.

2. The abuse, physical or verbal, of any staff, member or guest will result in suspension of privileges.
3. Glass bottles, dishes, or any other glass products are strictly prohibited within lake house park areas or any Association property including the beach, lake, and winter ice.

THE POSSESSION AND USE OF ALCOHOL OR LEGAL/ILLEGAL
RECREATIONAL DRUGS IS STRICTLY PROHIBITED AT ALL TIMES WHILE ON
LAHPOA PROPERTY, unless sanctioned through a lake house rental.

4. LAHPOA staff reserve the right to inspect all containers and bags at their discretion. Violators are subject to a monetary fine and loss of lake access privileges.
5. SMOKING AND VAPING ARE NOT PERMITTED within the lake house, on the beach, in the lake house park or within 5 meters of the entrance to the lake house property.
6. ANIMALS ARE NOT PERMITTED IN THE LAKE HOUSE AREA OR IN/ON THE LAKE AT ANY TIME, INCLUDING ON WINTER ICE. The upper pond feeds into the main lake and electrical and other hazards are present in the upper pond. Animals are permitted in the upper pond park but are restricted to green space areas only. Animals MUST ALWAYS be leashed and under the care and control of the handler. Handlers MUST immediately clean up after their animals.
7. No open fires are permitted in Association green space or Environmental Reserve natural areas.
8. Non-commercial drones are not permitted to be launched from or fly over any LAHPOA property or residential property without prior notification to and authorization by the LAHPOA.
9. Residents are reminded to remove all personal belongings when leaving LAHPOA common areas. Personal property may not be affixed to any Association property and will

be removed and discarded when violations occur. The Association cannot be held responsible for personal property.

LAKE HOUSE HOURS OF OPERATION

Lake house hours of operation are determined by the LAHPOA Board of Directors and Community Manager and vary by season. Please refer to posted hours at the lake house.

Please note that the lake house is NOT open at all times. Lake house gates are disabled, and access is not permitted after hours for security purposes. After hours use of the Association's secured park and lake house facilities is considered trespassing.

LAKE HOUSE FLAG SYSTEM

During winter months, a flag is always posted over the entrance to the Lake House:

- **RED FLAG:** Lake is closed for use (due to possible unsafe ice or other conditions).
- **GREEN FLAG:** Lake is open for use. Residents and guests are expected to take appropriate precautions when the green notification flag is displayed as this does not guarantee that hazards are not present.

Residents are reminded that use of all LAHPOA amenities is at your own risk.

EMERGENCY PROCEDURES

- In case of an emergency, please notify the closest staff member immediately.
- Any witness should identify him/herself to staff members and Emergency personnel and complete an Incident Report.
- The facility has an emergency protocol procedure in place. Please follow any staff directives.
- If 9-1-1 has been called by anyone other than a staff member, please notify the lake house immediately at (403) 263-5540.

USE OF LAHP WATERCRAFT *Rowboats, Canoes, Kayaks, Pedal Boats and Stand-Up Paddleboards:*

1. Watercraft must be signed out through a staff member, and the signing resident Member must always remain with the equipment. Reservations are not accepted for watercraft. Watercraft are signed out on a first-come first-served basis, and only one watercraft may be signed out by one person at any time.
2. LIFE JACKETS (PFD's) MUST BE WORN AT ALL TIMES WHEN USING LAHPOA WATERCRAFT. NO EXCEPTIONS. Violation of this condition may result in the loss of

lake access privileges. PFDs are available at the lake house and must be worn, fastened correctly, at all times when using watercraft.

The maximum number of people per watercraft is:

- b. Row Boats: 4 people
 - c. Canoes/Tandem Kayaks: 2 people
 - d. Single Kayak: 1 person
 - e. Two Person Pedal Boats: 2 people
 - f. Four Person Pedal Boats: 4 people
 - g. Stand-Up Paddleboards (SUPs): 1 person (plus one adult to accompany any child under the age of 10).
3. Careless and dangerous operation of any watercraft will result in the immediate loss of boating privileges. In addition:
 - a. Jumping and swimming from any watercraft, except for SUPs, is strictly prohibited.
 - b. Fishing is permitted from rowboats and canoes only.
 4. No gas-powered boats may operate on the lake except for the LAHPOA service boat, fire department rescue craft or approved sub-contractor equipment. Trolling electric motors are permitted, provided proper marine specification sealed batteries are used to prevent lake contamination in the event of submersion. No high-speed electric power watercraft are permitted on the lake.
 5. No person under the age of 14 years may be issued a watercraft by the lake house staff. Junior Members aged 14-17 may be issued a watercraft providing they have a valid Waiver of Liability on file at the lake house.
 6. Children 10 years of age and up may be issued a Junior SUP, providing they have a valid Waiver of Liability on file at the lake house.

Those Under 10 may use Junior SUPs with adult accompaniment; this adult is not required on the same SUP. ID may be requested. All passengers under age 18 must have either a Waiver of Liability Form on file or be accompanied by a responsible person 18 years or over.
 7. During busy periods, watercraft may be limited to a maximum of 60 minutes.
 8. All watercraft on the lake should immediately come ashore if hazardous conditions arise, such as poor visibility, high winds, lightning, or storms. Lake house staff monitor the weather and may blow an airhorn if inclement weather is approaching. If the airhorn blows, all users are to return to the lake house and vacate the water immediately.
 9. Beaching of LAHPOA watercraft is allowed at the lake house beach only. Lake front residents may beach their craft wherever necessary, in an emergency and at their own risk.

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10. The three islands in the Lake are OUT OF BOUNDS. Beaching of watercraft on the islands is not permitted, and the islands are not to be occupied unless in the case of an emergency.
 11. No watercraft docking is permitted at private docks without prior approval of the homeowner.
 12. No watercraft will be issued within 45 minutes of the lake house closing. Watercraft must be returned 15 minutes prior to the posted closing time.
 13. Swimming, boating, and fishing in the upper pond is STRICTLY PROHIBITED. The upper pond has various hazards and limitations that preclude these activities.
 14. To avoid the spread of disease from foreign waters (e.g., Whirling Disease) it is mandatory that all non-LAHPOA boats, recreational watercraft, swimming and fishing gear, and associated equipment be thoroughly cleaned prior to use near, on or in the lake. This includes all boat surfaces, electric motors and/or paddles, diving and swimming equipment, flotation devices, toys, fishing tackle and apparel (e.g. footwear). Felt soled footwear is prohibited at all times.

The LAHPOA reserves the right to inspect all non-LAHPOA watercraft and gear for contamination. More information on the presence of Whirling Disease and its eradication may be found at: <https://www.alberta.ca/stop-whirling-disease.aspx>.

15. Remote Controlled (RC) Watercraft: RC watercraft are permitted on the lake providing they:
 - a. Are operated in a safe and controlled manner and speed.
 - b. Avoid the lake house beach and private docks.
 - c. Refrain from chasing waterfowl.

FISHING

1. Fishing privileges are restricted to two (2) guests per Adult Homeowner Member. The Adult Member must accompany guests at all times when fishing.
2. Only rod and reel fishing are permitted. Net fishing, long lining, and spear fishing are strictly prohibited.
3. Catch limits are as follows:
 - a. TROUT: Catch and release of trout is MANDATORY until further notice.
 - b. GRASS CARP: Catch and release only. These fish are essential to the minimization of weed growth.
 - c. LING COD (BURBOT): Catch and DO NOT release. Ling Cod are an invasive species.

The LAHPOA reserves the right to inspect all containers leaving the property.

4. In accordance with Alberta Sport Fishing Regulations, each person may use only one line when angling into open water and no more than two lines when angling into ice-covered water. No live minnows/bait may be used, and no baiting of the water is permitted.
5. No fishing is permitted from lands surrounding the lake, Association docks or beaches.
6. Boats and fishing tackle must remain 50 feet from the beach and the creek feeding down from the upper pond.
7. No fishing is permitted within 25 feet of private or public docks. Lake front homeowners may fish from their own docks.
8. The LAHPOA reserves the right to close the Lake to fishing at times such as fish stocking, weed treatment, unsafe ice conditions or other reasons.
9. Ice fishing holes must be made by an ice auger, no larger than 10 inches in diameter and a minimum of three feet apart. Any open and new holes must be identified with an orange pylon cone for a 24-hour period. Pylons are available from the Lake House (limit of 3 per person). All holes must be packed with snow and marked prior to leaving the ice surface.

NO ICE FISHING HOLES ARE PERMITTED WITHIN 25 FEET OF ANY CLEARED SKATING AREA OR DOCK.

10. Ice fishing is permitted once green flags are posted at the lake house. The ice will be determined to be safe when lake house staff have determined there exists a minimum of eight inches (20 cm) ice thickness, consistently across the Lake.

WATER PLAY STRUCTURES

1. With approval from the Homeowners Association, lakefront homeowners may place water play structures such as trampolines or similar floating structures on the lake for use by the member family and are expected to be supervised by a member of the host family. A water play structure is any object placed in the lake that extends 10 feet or more beyond the homeowner's dock, inflatable or otherwise, that will not be retrieved on a daily basis. In addition, any object that requires an anchor for securement will be deemed a water play structure and requires approval.
2. The homeowner must not unduly restrict access within the lake or create safety hazards in the positioning of the play structure. All play structures must be secured no more than 25 feet away from the front of the homeowner's dock. The entire structure is not to extend more than 50 feet from the dock.

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3. If the play structure is of an appropriate size and configuration to require an anchor on the lake bottom, the homeowner must get approval for the anchor and comply with additional requirements to protect the lake liner.
 4. Deployment of the play structure on the lake is to be limited from June 1 to September 15. During the remainder of the year, the play structure must be removed from the lake and fully removed from sight on the homeowner property.
 5. Only MUSHROOM style boat anchors are permitted for use in the Lake. Damage to the Lake liner may occur with use of any other anchor type. Any damage to the liner or loss of water caused by the use of any prohibited anchor device will become the liability of the responsible homeowner.

SPORT/TENNIS COURT

The Lake at Heritage Pointe "Sport Court" provides a superior playing surface for basketball, volleyball, short court tennis and pickleball. Because the court surface material is costly and subject to damage when abused, the following restrictions are necessary:

1. The use of the court is limited to tennis, basketball, volleyball and pickleball. Ball hockey is permitted, but hockey pucks are not allowed.
2. Skateboards and in-line skates are prohibited.
3. Players require proper athletic footwear.
4. Jumping, hanging, sitting, or leaning on the nets is strictly prohibited.
5. Chairs or other hard objects shall not be placed on the court surface.
6. Maximum court time is 45 minutes when others are waiting for a court.
7. Hanging on the basketball hoop is strictly prohibited.
8. Access to the Sport Court is via the VizPin smartphone app or access card. Climbing over fences to gain access is strictly prohibited and may lead to disciplinary action.
9. Sporting equipment for use on the Sport Court may be signed out at the Lake House.

ICE SKATING

1. Hockey sticks, hockey nets, and pucks are permitted on designated hockey ice only.
2. Lakefront homeowners may clear the lake in front of their lot for skating. No boards,

boundaries, benches, lighting, fire pits or the like are permitted on the lake or upper pond.

3. Recreational skating is permitted when the GREEN flags are showing at the lake house. The ice will be determined to be safe when lake house staff have determined there exists a minimum of six inches (15 cm) ice thickness, consistently across the lake.

CYCLING

Bicycles are permitted in park areas provided cyclists use paved walkways.

Cyclists **MUST** yield to pedestrians. When approaching pedestrians from behind, cyclists are to ring a bell or vocalize they are approaching and passing on the left.

FOOTHILLS COUNTY/HERITAGE POINTE SPORTS FIELDS

The Hamlet of Heritage Pointe contains a 20-acre municipal reserve parcel that is located south of the community and north of Pine Creek Road. This area is provided by the MD as part of the Dunbow Recreation Board public recreation area and sports field.

The Sports Field offers a regulation size baseball diamond and soccer pitch. Both fields are available for use by area residents at **NO CHARGE**.

Thanks to a generous grant donation from the Dunbow Recreation Board, the LAHPOA has acquired baseball and soccer equipment that may be borrowed at no charge for use on the fields.

Use of the playing fields is managed by the Lake at Heritage Pointe Owners Association. To inquire as to availability, please direct email to info@lahp.ca or call the Lake House at (403) 263-5540.

GATED COMMUNITY PARKS, GREEN SPACES, PATHWAYS

The Lake at Heritage Pointe has an abundance of natural and man-made amenities for all members of your family to enjoy.

There are three primary amenity areas: The lake, community green space and environmental reserve natural areas. Each of these amenity areas is available for your enjoyment. The installation of permanent or semi-permanent equipment or facilities in these areas is not permitted.

Specified community green spaces and the lake belong to the LAHPOA and access in some cases is restricted. Access via the VizPin smartphone app, or access card, is required to use the lake house, beach and playground area, the sport court, upper pond, and north dock park. Some community open spaces, while owned and managed by the LAHPOA, are not entry controlled.

The three islands on the lake are out of bounds and may not be occupied unless in the case of an emergency.

Community pathways exist throughout the entire community. Gated pathways must remain closed and are accessible via the VizPin smartphone app, or access card.

Please report any misuse, damage, or vandalism to lake house staff.

Should you witness vandalism or other suspicious activity please call either the Okotoks RCMP at (403) 938-4202 or call 9-1-1.

DOGS OR OTHER PETS

1. Pets may be exercised anywhere in the community except within the fenced confines of the lake house, beach, and park area. PETS MUST BE LEASHED AT ALL TIMES.

The current Foothills County bylaw can be viewed at: [MD Foothills | Municipal Enforcement](#)

Offenders can be reported to the Foothills County Protective Services at (403) 603-6300.

2. There is NO off-leash area in the Lake at Heritage Pointe community.
3. PETS ARE NOT PERMITTED ON THE BEACH, IN THE LAKE OR UPPER POND, ON THE ICE, OR ON PERSONAL or LAHP SUP's AT ANY TIME.
4. The following is an excerpt from the Encumbrance Agreement registered against the land title of every Homeowner in the LAHP community:

“No animal other than those designated as “domestic” pets shall be kept on any premises. The owner of the pet will immediately remove feces deposited by their animal on common or residential property at all times. The LAHPOA will, upon receipt of two reliable and substantiated reports, or camera image, fine the pet owner negligent in removal of feces, two hundred and fifty dollars (\$250) per occurrence. Fines remaining unpaid will be applied to the homeowner’s Annual LAHPOA Fees for collection.”

WASTE and RECYCLING SERVICES

In 2017, the LAHP community moved to the three-bin system, whereby residents were required to sort their waste into organics, recyclables, and waste. The rationale for this decision was to promote environmental sustainability, stay ahead of evolving landfill regulations and save costs by encouraging recycling and diverting recyclables and organics away from landfilling.

All bins must be stored out of sight, preferably inside each homeowner's garage. If this is problematic, ensure your storage location is not visible from the street and not visually offensive to your neighbour. Please respect your neighbour's sightlines and the visual integrity of our beautiful community.

Bins are to be placed curbside no earlier than the evening prior to collection but no later than 8:00 a.m. on the day of collection. Bins are to be returned to storage no later than 9:00 p.m. the same day. Storage and use of bins is strictly monitored and enforced.

Lids must be closed tightly to keep birds from getting to the bin's contents and to keep loose materials from blowing through the community. Crush, fold or flatten your blue cart contents to optimize space. Standalone bags will not be picked up.

Care must be taken to not block access to your bins and to space your bins approximately 2 feet apart so they can be picked up by the waste truck's automatic tongs. If the collection truck cannot access your bins, they will not be picked up.

Any color garbage bag can be used with your black bins. NO bag is necessary with the blue or green bins, but you may use a compostable bag for your kitchen organics. If you desire to use a bag for your recyclables, please use a clear bag.

PLEASE HELP KEEP OUR LAKE HOUSE, BEACH AND PARK AREAS SAFE AND CLEAN

Violation of any LAHPOA Rules and Regulations may result in suspension or loss of privileges.

Homeowners must respect the privacy of all residents.

LAHPOA Rules and Regulations are subject to amendment without notice.



Guidelines Specific to Lake Front Homeowners

Living on the lake at Heritage Pointe is a privilege shared by 66 of the 490 homes in the LAHP community and comes with unique responsibilities and guidelines that this document has been created to highlight.

This document is not intended to supersede or duplicate the “*Architectural and Landscape Guidelines*” and “*Rules and Safety Regulations*” documents, but rather it is intended to highlight the guidelines and responsibilities unique to living on the lake. For more specific guidance on any of these topics, please refer to these two documents that can be found on the LAHP website (www.lahp.ca).

Architectural Guidelines

Retaining Walls: Where retaining walls are required in the front yard or front driveway area, they are to be constructed using natural stone, brick, manufactured stone, or concrete products. Wood is not an acceptable material for Lake and Upper Lake lots and corner lots.

Fencing: Only simulated black powder coated “wrought iron” fencing is permitted on lake and upper lake lots, and it must be 4 ft in height and constructed in accordance with the *Architectural and Landscape Guidelines* fencing specification. This includes fencing for dog runs.

Docks

Homeowners located on the lake may install a private dock that must comply with one of the two design options specified in the dock specification document. The homeowner is responsible for maintaining their dock in accordance with the community’s architectural standards, which are available on the LAHP website or by contacting the community manager at the lake house.

Lake Liner

Note that the lake is lined with a thin reinforced polyethylene liner that extends about 10 feet up from the lake water line (rip rap) under your beach or lakefront landscaping and care must be taken not to damage the liner when digging or drilling along the shoreline to avoid hitting the liner at all costs. Repairs to any damage to the liner caused by the homeowner will be charged to the homeowner.

Watercraft

No gas-powered boats may operate on the lake except for the LAHPOA service boat, fire department rescue craft or approved sub-contractor equipment. Trolling electric motors are permitted, provided proper marine specification sealed batteries are used to prevent lake contamination in the event of submersion. No high-speed electric power watercraft are permitted on the lake.

To avoid the spread of disease from foreign waters (e.g., Whirling Disease) it is mandatory that all private watercraft, swimming and fishing gear, and associated equipment be thoroughly cleaned prior to use near, on, or in the lake. This includes all boat surfaces, electric motors and/or paddles, diving and swimming equipment, flotation devices, toys, fishing tackle and apparel (eg. footwear).

The LAHPOA reserves the right to inspect all non-LAHPOA watercraft and gear for contamination. More information on the presence of Whirling Disease and its eradication may be found at: <https://www.alberta.ca/stop-whirling-disease.aspx>.

The three islands in the Lake are off limits. Beaching of watercraft on the islands is not permitted, and the islands are not to be occupied except in the case of an emergency.

Shoreline

Where a shoreline condition exists, that is, the area between the rear property and the top of the shoreline treatment (rip rap), homeowners may access and use this area provided the homeowner maintains the area. Homeowners may place sand or loam and sod in this area. A dock may be constructed within this space, provided the dock conforms to the community's dock specifications. Existing rip rap must not be removed under any circumstances.

In the event a homeowner places loam and sod in this area, the homeowner must maintain the grass to a high standard. Homeowners are restricted from using certain types of fertilizers and must conform to the landscape guidelines. Care should be taken to apply fertilizers sparingly and to not over water grass so as to avoid run-off of fertilizers into the lake.

Ice Skating

Lakefront homeowners may clear the lake in front of their lot for skating. No boards, boundaries, benches, lighting, fire pits or the like are permitted on the lake or upper pond.

Pets

Pets are not permitted in or on the lake at any time including on winter ice. This includes having pets on stand-up paddle boards or other watercraft where they might be able to enter the water.

Play Structures

With approval from the Lake at Heritage Pointe Owners Association (LAHPOA), lakefront homeowners may place water play structures such as trampolines or similar floating structures on the lake for use by the member family. A water play structure is any object placed in the lake that extends 10 feet or more beyond the homeowner's dock, inflatable or otherwise, that will not be retrieved on a daily basis. In addition, any object that requires an anchor for securement will be deemed a water play structure and requires LAHPOA approval prior to placement in the lake. See *Rules and Safety Regulations* document for additional details on the approval process and conditions.

Remote Controlled Watercraft

Remote controlled watercraft are permitted on the lake providing they:

- a. Are operated in a safe and controlled manner and speed.
- b. Avoid the lake house beach and private docks.
- c. Refrain from chasing waterfowl.

Safety

During winter months, a red or green flag can be found flying over the lake house balcony and entrance into the lake house:

- **RED FLAG:** the Lake is closed for use (due to possible unsafe ice or other conditions).
- **GREEN FLAG:** the Lake is open for use. Residents and guests are expected to take appropriate precautions when the green notification flag is displayed as this does not guarantee that hazards are not present.

RESTRICTIVE COVENANT AND ENCUMBRANCE AGREEMENT

1.0 DEFINITIONS

IN THIS INSTRUMENT the following terms have the following meanings:

- 1.1 **"Approving Authority"** means: The Lake at Heritage Pointe Owners Association (LAHPOA), a Not-for-Profit Organization incorporated under the Alberta Societies Act. See "Schedule B".
- 1.2 **"Architectural Guidelines"** means the Architectural and Landscape Guidelines set forth in Schedule "C" hereto, as amended from time to time by the Approving Authority.
- 1.3 **"Homeowners Association Land Interest"** means the lands legally described as all community spaces and all Sub-Divided lots in the Lake at Heritage Pointe community, set forth in Schedule "D" hereto.
- 1.4 **"Material Alteration"** means:
 - 1.4.1 Any addition to a residence situated on a Subdivided Lot, or
 - 1.4.2 Any change in the materials, colours or textures utilized in the exterior cladding of a building that significantly affect the style or appearance of the building and is inconsistent with the styles or appearances provided for in the Architectural Guidelines, as determined by the Approving Authority.
- 1.5 **"Parcel"** means any one of the lots described in Schedule "A" hereto.
- 1.6 **"Public Lands"** mean lands from time to time dedicated to the Municipal District of Foothills No. 31, including without limitation, public roadways, municipal reserves, and environmental reserves.
- 1.7 **"Annual LAHPOA Fees"** means the assessment and levy assigned per Sub-divided Lot as determined by the Association's Board of Directors in accordance with Bylaws Section 4.2, Duties and Powers of the Board.
- 1.8 **"Subdivided Lot"** means a single-family residential lot.
- 1.9 **"Subdivision Features"** means those lands, improvements and facilities within the Lake at Heritage Pointe Subdivision which are owned by, or placed under their management or control of, the Homeowners Association, including, without limitation, the following:
 - 1.9.1 Heritage Lake, Upper Lake and adjacent green spaces and beach area now or hereafter constructed within The Lake at Heritage Pointe Subdivision, together with appurtenant amenities such as the Lake House, landscaping, lighting, irrigation systems and amenities building;
 - 1.9.2 The stone-work entries and appurtenant landscaping, irrigation and lighting now or hereafter constructed on or adjacent to any roadway entrance to any part of The Lake at Heritage Pointe Subdivision;
 - 1.9.3 Tennis court, Tot Lots and any other recreational facilities existing or constructed from time to time; and

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- 1.9.4 Common pathways and walkways (but not sidewalks), parking areas, decorative streetlamps, landscaped cul-de-sac islands, flower beds and other landscaped areas (including such areas contained within Public Lands or public rights-of-way).
 - 1.10 "**Term**" means the period commencing on the date hereof and expiring only upon dissolution of the Association.
 - 1.11 "**The Lake at Heritage Pointe Subdivision**" means all those lands described in Schedule "D" hereto excepting throughout all mines and minerals.

2.0 RESTRICTIVE COVENANT

- 2.1 The restrictions that shall apply to each Subdivided Lot within the Lake at Heritage Pointe Subdivision are the following:
 - 2.1.1 No building or other improvement, including landscaping, shall be constructed on any Subdivided Lot unless the plans and specifications therefore shall meet the Architectural and Landscape Guidelines, and shall first have been approved, in writing, by the Approving Authority. Further, no Material Alteration shall be made to any such building or improvement constructed on a Subdivided Lot without prior written approval by the Approving Authority.
 - 2.1.2 Approval by the Approving Authority may not be obtained unless Plans and Specifications of the building, or other improvement, or the addition or alterations, are first provided to the Approving Authority. Nothing in this paragraph 2.1 shall prevent any owner or occupant of a Subdivided Lot from carrying out repairs to a building, or other improvement, which have the effect of restoring the same to substantially the same state of appearance, design and use applying after its initial approved construction (or approved alteration).
 - 2.1.3 No outdoor clothes-hanging device and no outdoor communication or satellite dishes (except for satellite dishes which have an overall diameter of 24 inches or less and which are attached to the structure of the dwelling constructed on the Subdivided Lot) or aerials or similar devices shall be placed or kept on any Subdivided Lot.
 - 2.1.4 No recreational vehicles, trailers or oversize vehicles shall be parked or kept on any subdivided lot (unless fully contained in the garage) or on the street adjacent to any subdivided lot for more than seventy-two (72) hours, without prior written approval of the LAHPOA. The LAHPOA will, following the issue of written warning to any property owner in violation of this restriction, apply a fine of one hundred dollars (\$100) per day until the violation is corrected. Fines remaining unpaid will be applied to the homeowner's Annual LAHPOA Fees for collection.
 - 2.1.5 No signs or advertising material, other than bona fide realtor signs displaying information respecting "For Sale" and not exceeding four square feet in area, shall be placed or kept on any Subdivided Lot or on a fence erected thereon, or in a window of a dwelling constructed thereon, without the prior written approval of the Approving Authority.
 - 2.1.6 No rock, soil or other material of any kind shall be dumped or stored on any Subdivided Lot except for clean earth for the purpose of landscaping such Subdivided Lot.

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- 2.1.7 No materials, vehicles or equipment, other than such as are usually parked or stored in connection with the occupation of a building used for private residential purposes, shall be parked or stored on, any Subdivided Lot. Storage of vehicles, of any type, for a period of more than forty-eight (48) hours is not permitted, unless fully contained within a garage.
- 2.1.8 No animal other than those designated as “domestic” pets shall be kept on any premises. The owner of the pet will immediately remove feces deposited by their animal on common or residential property at all times. The LAHPOA will, upon receipt of two reliable and substantiated reports, or camera image, fine the pet owner negligent in removal of feces, two hundred and fifty dollars (\$250) per occurrence. Fines remaining unpaid will be applied to the homeowner’s Annual LAHPOA Fees for collection.
- 2.1.9 No structure or fixture shall be erected, placed or allowed to remain on any Subdivided lot without prior written approval of the Board of Directors. Applications for garden sheds must conform to Architectural Design Guidelines in respect to building materials used and exterior cladding and remain within 1.5 meters of the residence. A plan must be submitted and include details of the dimensions and requested placement of said structured and be accompanied by the homeowner’s Real Property Report.
- 2.1.10 No irrigation system shall be installed on any Subdivided Lot which does not comply with the restrictions and specifications set forth in the Architectural and Landscape Guidelines.
- 2.1.11 No in-ground or above-ground swimming pools shall be installed on any Subdivided Lot without the prior written approval of the Approving Authority in accordance with paragraph 2.1.1 hereof and in compliance with the Architectural and Landscape Guidelines.
- 2.1.12 No fence, wall, hedge, or enclosing structure whatsoever may be constructed or be allowed to be maintained upon any Subdivided Lot except pursuant to paragraph 2.1.1 hereof and in compliance with the Architectural and Landscape Guidelines.
- 2.1.13 No carts used in the collection of curbside waste may remain on the street outside the day of collection. All carts will be stored in the homeowner’s garage or in such location as to remain invisible from the street and inoffensive to neighbouring sightlines. The LAHPOA will, following the issue of written warning to any property owner in violation of this restriction, apply a fine of one hundred dollars (\$100) per day until the violation is corrected. Fines remaining unpaid will be applied to the homeowner’s Annual LAHPOA Fees for collection.
- 2.1.14 The Approving Authority may designate a person, firm, or corporation to act as its agent in carrying out its functions as the Approving Authority.

3.0 THE HOMEOWNERS ASSOCIATION

3.1 Membership and Voting Rights

- 3.1.1 Every owner in fee simple of a Subdivided Lot within The Lake at Heritage Pointe Subdivision shall be entitled to be a member of the Homeowners Association, subject to

and bound by the Homeowners Association's Application for Incorporation, Bylaws, Rules and Regulations, and this Agreement.

Ownership, as defined above, shall be the sole qualification for membership. When any Subdivided Lot is owned by two or more persons or other legal entity, all such persons or entities shall be members, but they shall have voting rights limited as herein set out.

An owner of more than one Subdivided Lot shall be entitled to membership in respect of each Subdivided Lot owned by him.

Membership may not be separated from ownership of any Subdivided Lot, and entitlement to it shall be automatically transferable by conveyance or other transfer of the Subdivided Lot. Anyone who ceases to be an owner of a Subdivided Lot shall ipso facto cease to be a member.

3.2 Rights and Obligations of the Homeowners Association

3.2.1 The Homeowners Association shall be responsible for the management and control of all Subdivision Features, and shall keep the same in good, clean and proper condition, order and repair.

3.2.2 The Homeowners Association may obtain, employ and pay for the services of any entity or person (hereinafter called the "Community Manager") to assist in managing its affairs and carrying out its rights and obligations hereunder to the extent it deems advisable, as well as such other personnel as the Homeowners Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by the Homeowners Association or by the Manager. Without limitation, the Homeowners Association may contract with or employ an associated company to perform and exercise its rights and obligations or to act as Community Manager.

With cause, any management agreement must be terminable immediately and without severance, be for a term not to exceed three years, and be renewable only upon mutual consent of the parties.

3.2.3 The Homeowners Association may exercise other rights or privileges given to it expressly by this Agreement, its Articles or By-laws, or by law, and every other right or privilege reasonably necessary to effectuate the exercise of any right or privileges granted herein or therein.

4.0 COVENANT FOR ANNUAL FEES AND MAINTENANCE ASSESSMENTS

4.1 There shall be payable to the Homeowners Association, as assessed and levied by the Homeowners Association, by the registered owner in fee simple of each Subdivided Lot, a sum equal to such Subdivided Lot's Annual LAHPOA Fees Proportion of the Homeowners Association's Costs.

The LAHPOA may introduce an amount representing an increase over the prior year's Annual LAHPOA Fee equivalent to the increase, if any, in the Consumer Price Index as it applies to Calgary or such other amount as is determined pursuant to paragraph 4.2 hereof.

The Annual LAHPOA Fee Proportion of the Homeowners Association's Costs, applicable to each Subdivided lot, encumbers, mortgages and charges each Subdivided lot as security for payment of the Annual Fee applicable to each Subdivided lot respectively, and grants also to the Homeowners Association a right of distress in respect of the Annual LAHPOA Fee.

- 4.2 "Homeowners Association's Costs" for any period shall mean any and all costs incurred or to be incurred in such period (including without limitation, reasonable reserves for future maintenance, repair and replacement costs) by the Homeowners Association in respect of carrying out and exercising its rights, duties and obligations hereunder, as determined by the Board of Directors of the Homeowners Association from time to time.

Notwithstanding the foregoing, and notwithstanding paragraph 4.1 hereof, the Homeowners Association's Costs for any Subdivided Lot shall not exceed the amounts set forth and described in paragraph 4.1 unless authorized by a majority of fifty percent plus one (50% + 1) of HOA members represented at the Annual General Meeting of the Association or by a Special Resolution of the Association at a general meeting.

- 4.3 The registered fee simple owner of each Subdivided Lot shall pay the Annual LAHPOA Fee applicable to his Subdivided Lot as and whenever required by the Homeowners Association. The Board of Directors of the Homeowners Association shall estimate the Homeowners Association's Costs (including without limitation, reserves for maintenance, repair and replacement costs) for such period as it deems convenient to its administration and shall notify each owner of the amount of such estimate and the owner's share thereof (that is, his Annual Fee) by notice in writing delivered to, or mailed by ordinary mail to the address of any dwelling situated on each Subdivided Lot, or by email of record of registered homeowner.

Each such estimate shall state an amount payable for the Annual LAHPOA Fee period and the date upon which its receipt is due. The Annual Fee for each Subdivided Lot shall be the sum so notified by the Homeowners Association as applicable to the Subdivided Lot and the amount shall be due and payable on or in advance by way of one annual payment, or at the option of the Homeowner's Association.

The owner in fee simple of each Subdivided lot is responsible to pay the Annual LAHPOA Fee within the collection period directed and is not exempt for any reason inclusive of failure in postal delivery, email notification or hand delivery to the address. Errors in the Title Holder's name at time of notification will not constitute reason for failure to remit payment on or before due date.

- 4.4 The Annual LAHPOA Fee shall be and is hereby made an encumbrance upon each respective Subdivided Lot within the Lake at Heritage Pointe subdivision, and the Homeowners Association shall have and be entitled to enforce such Annual Fee against each such Subdivided Lot in the same manner as provided for an encumbrance under the Land Titles Act of Alberta.
- 4.5 The Annual LAHPOA Fee shall run with and bind the title to each respective Subdivided Lot.
- 4.6 The Board of Directors of the Homeowners Association shall (subject to the limitation stated in paragraph 4.2 hereof) be the sole determiner of the Homeowners Association's Costs, the Annual LAHPOA Fee Proportion, the amount of the Annual LAHPOA Fee and the dates on which they are payable; and a certificate stating the same and signed by the Board Chairperson or Treasurer shall be conclusive and binding on all owners within The Lake at Heritage Pointe Subdivision.

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- 4.7 Any Annual LAHPOA Fee not paid when due shall bear interest (and the owner of the Subdivided Lot in default shall pay interest on the Annual LAHPOA Fee in default) at the rate of sixteen (16%) per cent per annum calculated monthly, not in advance, from the date due until paid; and such interest shall be and is hereby made a charge upon the said Subdivided Lot. Any and all legal costs incurred in the collection of delinquent Annual Fees shall be and is hereby made a charge upon the said Subdivided Lot.
- 4.8 The Homeowners Association shall be at liberty, in its sole discretion, to postpone the Annual LAHPOA Fee and Encumbrance herein provided for, in respect of any Subdivided Lot, to a registered first mortgage of such Subdivided Lot, on such terms and conditions as the Homeowners Association may require.

5.0 TERM

- 5.1 This Agreement and the rights, licenses, interest, privileges and charges hereby granted shall expire only upon dissolution of the Association.

6.0 MISCELLANEOUS

- 6.1 This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 6.2 If any part of this Agreement shall be void, unlawful or unenforceable for any reason whatsoever, such part shall be severable from this agreement without affecting or derogating from the validity and enforceability of the remainder hereof.
- 6.3 This Agreement shall be governed by the laws of the Province of Alberta.

The Board of Directors has executed this Agreement as witnessed by the hands of their proper officers duly authorized in that behalf as of the day and year recorded herein.

The Lake at Heritage Pointe Owners Association:

Per: _____

Date: _____

Per: _____

Date: _____

8.0 Architectural and Landscape Guidelines

All landscaping plans and changes/modifications to exterior structural architecture/appearance requires the approval by the LAHPOA Board of Directors to ensure compliance with the stated standards.

Submissions for Architectural and Landscape Changes

Homeowners must submit a request for any Change, Addition, or other Modification whether Architectural/Structural or Landscaping in nature.

Include detail on Design; Project and Materials; and Site Plan for review by the Architecture & Landscape Subcommittee of the Board of Directors. Please use your home's Real Property Report to detail changes in approximate scale.

As a courtesy to your immediate neighbours, the Committee requires homeowners seek their endorsement by way of signing a "Statutory Declaration: form (Appendix G found at the end of this section) indicating their name and address. This is meant to inform neighbours of work that may be disruptive for a period of time. No project will be denied provided it remains within the scope of community Landscape and Architectural Guidelines.

Architectural Guidelines.

Submissions may be delivered physically to the Lakehouse or via email to info@lahp.ca. Submissions will be reviewed upon receipt and may involve a site visit by Committee members and/or the Community Manager.

Please refer to the Architectural and Landscape Design Guidelines in the Restrictive Covenant and Encumbrances Agreement registered against your Land Title for specific details. Note that Restrictive Covenants and Encumbrances are registered against the title of every lot in the Lake at Heritage Pointe community; additional and specific Easement, Encroachment and Restrictive Covenants exist for all Lake Shore lots. It is the homeowner's responsibility to become familiar with and work within all Community Standards.

A copy of the Architectural and Landscape Design Guidelines follows.

THE LAKE AT HERITAGE POINTE ARCHITECTURAL GUIDELINES

1.0 Introduction

Heritage Pointe is a master planned residential community located just minutes south of Calgary in the Municipal District of Foothills No. 31. The first stage of this multi-phased project, now complete, is comprised of one hundred and sixty-four (164) homesites integrated around, and within, a 10,500 yard 27-hole signature golf course.

Stage two, The Lake at Heritage Pointe (The Lake) saw the development of a lifestyle community comprising some 300 plus acres of land that is home to 490 families. The development includes a 28-acre lake, 7 acres of lake amenity area, and extensive maintained and natural greenspace. A Village Center including a convenience store, gas station, specialty shops, commercial and professional space, and other community services located adjacent to the community.

Heritage Pointe Lake Developments Ltd. (the Developer) was a joint venture between Upper Lakes Group Inc., the owner and developer of Heritage Pointe, and Intergulf Cidex Development Corp. Upon completion of the development, responsibility for management of the community and these guidelines was transferred to the Lake at Heritage Pointe Owners Association.

2.0 Vision

The vision for The Lake at Heritage Pointe was to create a community that satisfies the demand for a unique high quality living environment that offers extensive amenities, convenient retail and services, strict architectural controls, excellent freeway access and enduring value. Careful integration of the residential land uses with the lake, the lake amenities and the natural ravines ensures that these components create a unique

identity for The Lake rather than separate parcels of unrelated development.

The quality of the development is ensured through the implementation of The Lake at Heritage Pointe Architectural Design and Landscape Guidelines, (the “Guidelines”), which set forth certain architectural and landscape elements which are required for each homesite. These guidelines will protect not only the integrity of the development but also the purchasers’ investment in the community. The guidelines were prepared to promote a high level of architectural detail, ensure pleasing building form, offer attractive landscapes and to site buildings to take advantage of views and amenities.

3.0 Approval Process

A representative of the Lake at Heritage Pointe Owners Association (LAHPOA) the “Representative”) will examine each proposed residential structure to ensure compliance with the guidelines. A “Reviewed and Accepted” stamp or email from the Representative will be required prior to the owner/builder (the Applicant) applying for a building permit from the Municipal District of Foothills No. 31. After construction is complete, the Representative will inspect the completed home to ensure compliance with the “Reviewed and Accepted” plans.

All applications for architectural approval are to be accompanied by the required and completed forms. Applications will not be processed until all required information is received.

3.1 Building Grade Plans

The Representative will supply the Applicant with a copy of the grade plan will contain, among

other information, the following:

- Lot grades
- Easements and/or rights-of-way
- Construction setback line from top of bank (if applicable)
- Garage location
- Utility infrastructure

All designs are to conform to the Grade Plan prepared by BEL MK Engineering Ltd. Some grade adjustments may be made by the Representative to accommodate certain design elements and/or site conditions.

3.2 Review and Approval Process

The Applicant is to communicate with the Representative to review the initial proposal for the type of house being contemplated. This will initiate discussions between the two parties at an early stage in the design process and will allow the Representative to relay grading and design considerations that are particular to the site, to pin-point grading and design concerns at an early stage and to streamline the final review process. Prior to the submission for a building permit, the Municipal District of Foothills No. 31 will require a “Reviewed and Accepted” stamp from the Representative certifying compliance with the Architectural Design and Landscape Guidelines. Accordingly, the Applicant shall provide two (2) complete sets of house plans, site plan and any other supporting information for review by the Representative. Online applications are encouraged (see Appendix D). The cost of all plans and drawings required for the submission will be to the account of the Applicant. There is no cost for the review by the Representative for the first review and one subsequent modification. Should further reviews be required the cost of the reviews shall be borne by the Applicant.

The Lake at Heritage Pointe Review and Approval Process	
Task	Responsibility
Prepare and submit preliminary design and completed application	Applicant (Builder)
Preliminary plan review by the Representative and comments back to the Applicant	Representative (LAHPOA)
Complete detailed design incorporating revisions	Applicant (Builder)
Submit site plan and architectural plan to the Representative for final review and approval	Applicant (Builder)
Approved plan receives “Reviewed and Accepted” Stamp	Representative (LAHPOA)
Issue Grade Slip	Representative (LAHPOA)
Building Permit Application to Municipal District of Foothills No. 31 c/w Copy of Site Plan and Grade Slip	Applicant (Builder)
Issue Building Permit	MD of Foothills No.31
Footing Check by Surveyor	Applicant (Builder)
Final Inspection by the Representative – identify deficiencies	Representative (LAHPOA)
Resolve deficiencies	Applicant (Builder)
As built grade confirmed by Survey	Applicant (Builder)
Final Acceptance Notice	Representative (LAHPOA)
Occupancy	
Submit Landscape Plan	Applicant (Homeowner)
Preliminary Review	Representative (LAHPOA)
Complete detailed design incorporating revisions	Applicant (Homeowner)
Approved plan receives “Accepted/Approved with Revisions” stamp	Representative (LAHPOA)
Inspection of completed work – identify deficiencies	Representative (LAHPOA)
Deficiencies resolved	Applicant (Homeowner)

¹ Site plans must be 1:200 scale

4.0 Zoning Regulations

Development and construction of The Lake is governed by the Land Use Bylaw established by the Municipal District of Foothills No. 31 (the M.D.), and by the Lake at Heritage Pointe Architectural Design Guidelines. A review of house plans for compliance will be completed by the Representative and a “Reviewed and Accepted” stamp issued prior to the purchaser submitting a building permit application to the M.D. All construction must comply with the current Land Use Bylaw and the Alberta Building Code. Construction may only begin upon receipt of a Building Permit from the M.D. and a Grade Slip from the Representative. Conformity with the Guidelines does not supersede the required M.D. approval process.

4.1 Accessory Buildings

Permitted use on each homesite is restricted to one dwelling. No accessory buildings of any kind will be permitted except as approved by the Representative.

4.2 Typical Footprint Envelope

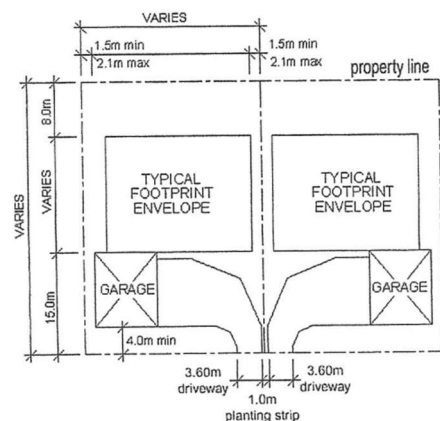
To ensure a consistency of building location from homesite to homesite, the concept of a Footprint Envelope has been developed. All improvements on each homesite must be designed within his *Footprint Envelope* as illustrated including the main structure, the garage, porches, enclosed or covered patios, decks, terraces and eaves.

Each home shall be sited within the *Footprint Envelope* to take maximum advantage of the natural characteristics of the homesite (i.e., view potential, slope, sun angle, etc.). Siting should also take into consideration privacy of exterior areas, siting of adjacent homes to minimize overview and shadowing, and a variety of wall lines to reduce a continuous wall effect from house to house. Where side drive garages are built, the side wall of the garage may be located

on the front set back line of the *Footprint Envelope*. Where side drive garages are built next to each other the Applicant must allow for an adequate vehicle turning radius from the side yard property line to the face of the garage.

The *Footprint Envelope* will change slightly amongst the different lot types (below) in order to maximize use of the lots while maintaining the intended streetscape.

The *Footprint Envelope* is based on a 12.0 or 15.0 meter front yard setback to the house and a 1.5 meter side yard setback. The rear yard setback is 8.0 meters from the rear property line. The minimum front yard set back to the garage is 4.0 meters from the property line. The maximum side yard setback is 2.1 meters. Some exceptions may be made at the discretion of the Representative.



HOUSES WITH SIDE DRIVE GARAGE

4.3 Density and Floor Areas

The minimum permitted floor area for each homesite, excluding garage and undeveloped basement is as follows:

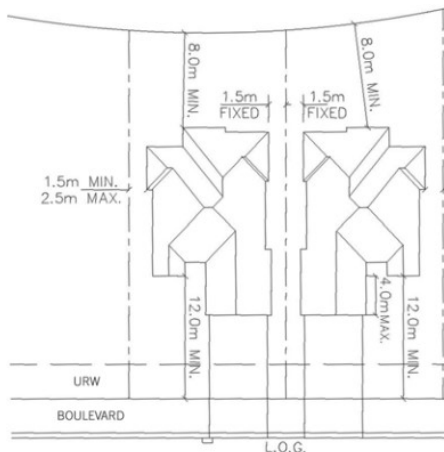
Heritage Lake Mews Lots (Block 27 & 28 inclusive – mandatory front drive garages)

Front Setback – 12.0 m minimum to front of house or covered porch.

Note: Maximum dimension allowed between the front of the house or covered porch to the face of a front drive garage is 4.0 m or 12.0 feet.

Rear Setback – 8.0 m (house foundation may not encroach)

Side Setbacks – 1.5 on garage side of home (fixed). 1.5 – 2.5 on non-garage side of home.



Heritage Lake Boulevard Lots

(Block 28 – Optional front drive / side drive garages)

Front Setback – 12.0 minimum to front of house or covered porch.

Note: Maximum dimension allowed between the front of the house or covered porch to the face of a front drive garage is 4.0 m or 12.0 feet.

Rear Setbacks – 8.0 m (house foundation may not encroach).

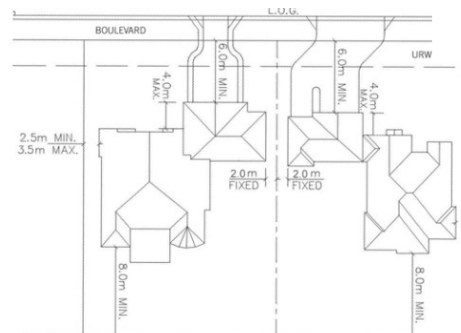
Side Setbacks – 1.5 m on garage side of home (fixed). 2.5 – 3.0 m on non-garage side of home.
Inner Isle Lots (Block 25 inclusive)

Front Setback – 6.0 m house/garage may not encroach.

Note: Maximum dimension allowed between the front of the house or covered porch to the face of a front drive garage is 4.0 m or 12.0 feet.

Rear Setbacks – 8.0 m (house foundation may not encroach). Side Setbacks – 2.0 m on garage side of home (fixed). 2.5 – 3.0 m on non-garage side of home.

Side Drive Garage Setback – 5.0 m



Outer Isle Lots (A)

(Lots 1-27, 33-47, 52-64; Block 24)

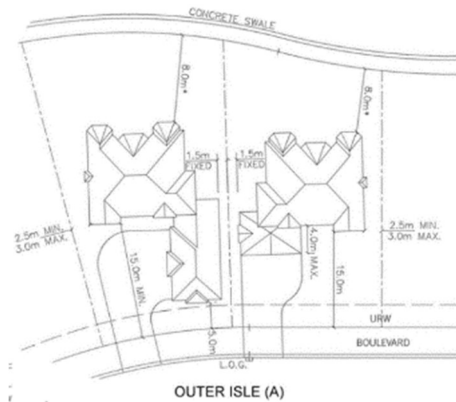
Front Setback – 15.0 m to front of house or covered porch.

Side Drive Garage Setback – 6.0 m

Note: Maximum dimension allowed between the front of the house or covered porch to the face of a front drive garage is 4.0 m or 12.0 feet.

Rear Setbacks – 8.0 m (house foundation may not encroach). Proposed building setback lines (see marketing plan) will take precedence over 8.0 m minimum.

Side Setbacks - 1.5 m on garage side of home (fixed). 2.5 – 3.0 m on non-garage side of home.
Side Drive Garage Setbacks - 5.0 m\



Outer Isle (B)

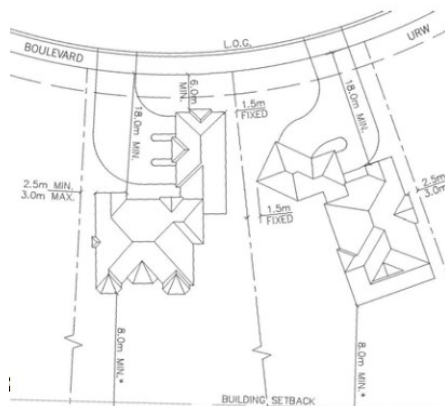
(Lots 28-32, 48-51; Block 24)

Front Setback – 18.0 m to front of house or covered porch.

Note: Maximum dimension allowed between the front of the house or covered porch to the face of a front drive garage is 4.0 m or 12.0 feet.

Rear Setback – 10.0 m (house foundation may not encroach). Proposed building setback lines (see marketing plan) will take precedence over 8.0 m minimum.

Side Setbacks - 1.5 m on garage side of home (fixed). 2.5 – 3.0 m on non-garage side of home.



Cul de Sac Lots

Blocks 27 & 28

- Bungalow 1,450 square feet (135 m²)

- Two-storey 2,200 square feet (205 m²) with a minimum 1,200 square feet (112 m²) on the main floor level.

Inner Isle Lots - Blocks 25

- Bungalow or 1 ½ Storey Plans only
- 1,650 square feet (153 m²) on the main level.

Note: If a 1-½ storey design is used, the upper level may be no more than 30% of the overall square footage.

Outer Isle Lots - Block 24

- Bungalow 1750 square feet (163 m²)
- Two-storey 2400 square feet (223 m²) with a minimum of 1400 square feet (130 m²) on the main floor level.

Interior:

Block 2, Lots 54-64

- Bungalow 1,450 square feet (125 m²)
- Two-storey 2,200 square feet (204 m²) with a minimum of 1,200 square feet (112 m²) on the main floor level.

Lake and Escarpment Lots:

Block 2, Lots 51-53

Block 12, Lots 13-27

- Bungalow 1,750 square feet (153 m²)
- Two-storey 2,400 square feet (204 m²) with a minimum of 1,400 square feet (130 m²) on the main floor level.

4.4 Building Height

Buildings on each homesite shall not exceed a maximum height of 12 metres.

4.5 Parking

A minimum of two (2) parking spaces are required for each homesite to be enclosed within the garage. Capacity for one (1) additional parking space on the driveway is required for visitors.

5.0 Architectural Guidelines

5.1 Architectural Theme

The general architectural theme for The Lake has been established by utilizing the prevailing architectural form, style, and detailing of the homes developed in the golf course phase. In addition, the developer is encouraging the more traditional styles of French Country, English Country, Tudor, Georgian and Craftsman homes. The predominant characteristics of each home are high-pitched roofs with second storey setbacks and dormers. Many lots will offer the opportunity for side drive garages. The design of the homes should contain enough variety to create interest while at the same time achieving a balanced harmony of forms, colours, and themes. Other styles of homes may be considered with preliminary review.



Typical Design Elements:

- A variety of wall lines and roof lines
- High level of detailing on all elevations
- Steep roof pitches
- Extensive use of stone or brick
- Garage & garage door detailing
- A high level of Architectural detailing on doors and windows.
- High quality exterior finishes
- Driveway detailing

The Representative reserves the right to accept home designs which, in the opinion of the Representative, meet the Guidelines set out herein in all respects, if, in the opinion of the Representative, the design is acceptable. Furthermore, the Representative reserves the right to alter or make amendments to the Architectural Guidelines at anytime without notice.



5.2 Massing

Special attention must be given to the exterior side elevations of homes located on corner lots.

Adjacent homes should have a consistency of apparent volume. A two-storey home adjacent to a bungalow will require special design review to ensure an appropriate transition of massing.

The minimum roof pitch allowed is 7:12 except for bungalows where a minimum roof pitch of 9:12 is required. The intent is to provide an overall site composition of sloped roofs while allowing for an expression of uniqueness for individual residences and the internal functions of each house.

Modified roof pitches may be considered for bungalows, on the merits of the building plan, elevation, and relationship to adjacent home designs, provided all other architectural requirements are met or exceeded.

For plans with a front facing garage, the impact of the front facing door(s) is to be reduced. This can be accomplished by a second storey element over the garage door(s), by setting the garage flush with or back from the front of the house and by increasing the level of Architectural detailing on the garage doors.

Three storey uninterrupted vertical elevations will NOT be accepted under any circumstances. Long blank walls as may be found on triple garages must be detailed with windows, architectural trim to reduce the impression of length and height and by stepping the structure.

5.3 Lot Grading

Lot grading is to follow the natural slope of the landform and is to be consistent with the subdivision grading plan. Builders should give due consideration to building grades when determining house types to assure that an

appropriate house is located on each homesite (i.e., a tall house is not placed on a high elevation homesite, and a front-to-back split is placed on a site sloping towards the rear of the homesite). Lot slopes should be absorbed within the building massing as much as possible (i.e., stepped foundations and floor levels to minimize the need for grades steeper than 3:1. Builders must also give close attention to drainage patterns created on the homesites to ensure surface water is channelled away from the house on all sides and into adjacent drainage swales and storm water systems.

Builders must ensure that all the corner and quarter point elevations and survey pins of each homesite, as established by the development engineer, be maintained exactly as specified. Damaged survey pins **MUST** be replaced immediately by the Applicant at the Applicant's expense.

Builders are responsible for maintaining the design grades at the homesite corners, property lines, house corners and garage slabs. **Top of footing elevations MUST BE surveyed by a qualified surveyor. Confirmation of this information must be provided in written form to the Representative immediately following the survey.**

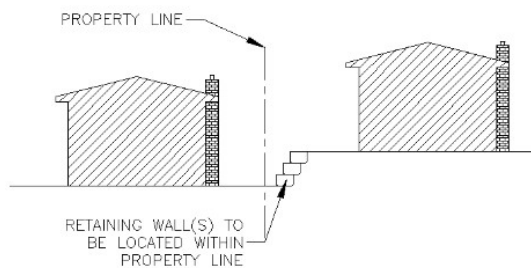
The lot grades create a drainage pattern as indicated on the 'grade plan' and must be maintained. Site drainage must be established prior to commencing construction and maintained by the builder throughout the construction period. **An as-built grading certificate MUST be provided, by a qualified surveyor, to the Representative after final grading and placement of topsoil is completed by the builder/owner.**

Individual lot grading (including drainage swales and retaining walls) must be completed within

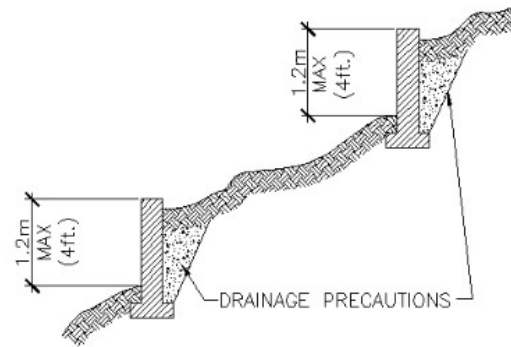
individual homesite property lines. The Representative may install sedimentation and erosion control devices at the rear or side of any lot and at catch basins or any other area where the need for a control device exists. The builder/owner **MUST** maintain these devices until such time as the owner's landscaping is completed and an inspection certificate has been issued by the Representative and builders **MUST NOT** remove any control device from common areas or roads.

5.4 Retaining Walls

Where retaining walls are required in the front yard or front driveway area, they are to be constructed using natural stone, brick, manufactured stone, or concrete products. The use of wood as a structural material for retaining walls may be permitted within the side yards and rear yards except on the Lake and Upper Lake lots and corner lots.



Retaining Walls must be built in accordance with the final grade slip specifications. Retaining walls will be limited to a height of 3.28 feet (1.00 meters) unless it can be proven that a higher wall is necessary. If so, a stepped form shall be used to reduce the wall's visual mass as illustrated. All retaining structures are to be built and contained within property lines. Any retaining wall exceeding 1.0 meters in height **MUST** be approved by a professional engineer. Written evidence of such approval **MUST** be provided to the Representative.



5.5 Sumps and Weeping Tile

All homes must have weeping tile and sumps, which shall be tied into the storm water control system.

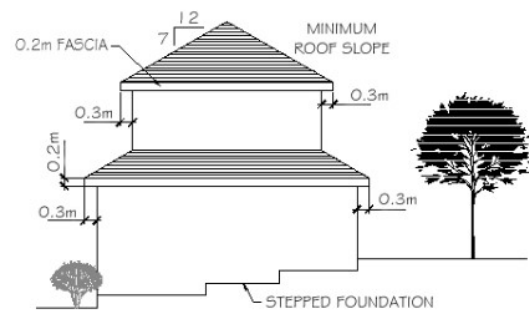
5.6 Roof Materials

The roof material for all homes is to be shakes, slate or premium asphalt shingles (pre-approved by the Representative). Earth tone clay or concrete tiles to be either slate or shake profile. All roof stacks are to be enclosed and/or finished to compliment roof colour and exterior finish detail. Flashing must be pre-finished to blend in with the roof.

5.7 Soffits and Fascia

It is required that overhangs have a minimum 12" soffit and 8" (nominal) fascia.

Rainwater leaders, and soffits shall match or compliment the approved trim colour.

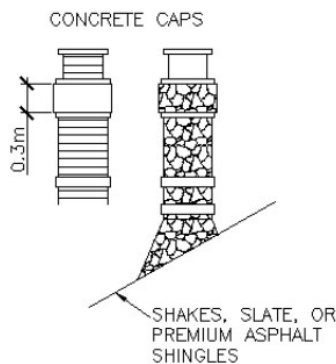


Eavestrough colours are to match the fascia colour. Pre-finished aluminum fascia will be allowed. Care should be taken to ensure that the fascia doesn't "oil can".

5.8 Chimneys

If used, chimneys are to be brick or stone. Vinyl, concrete block, or jumbo brick chimneys are not acceptable. Modifications may be considered based on the merits of the overall plan. Stucco chimneys may be considered.

All chimneys are to incorporate corbelled detailing (Queen Anne Style). Masonry chimneys must include rain caps and the masonry chimney finish must match any accent veneers.



5.9 Exterior Finishes

Consistency in detailing and design from the front elevation of the home to the side and rear elevations is very important. Allowable materials include brick, stucco, or prefinished hardboard. Fascia boards and trim are required in complementary colours.

Note: For purposes of measurement, the vertical surface is the portion of the garage facing the street, the side of the garage adjacent to the front elevation and the face of the house. The area also includes gable ends in the roof on the face of the house. If the home is located on a corner lot, ER or MR, the side face of the home is also included. Homes finished in stucco or pre-

finished hardboard must have a minimum of 30% of the front elevation covered in brick or stone (30% of the vertical surface excluding windows and doors). The overall merits of the design will be taken into consideration with respect to the total area of the front elevation finished in brick or stone.

All street fronting elevations and exposed side elevations on corner lots shall have at least 30% of their vertical surface area covered in brick or stone.

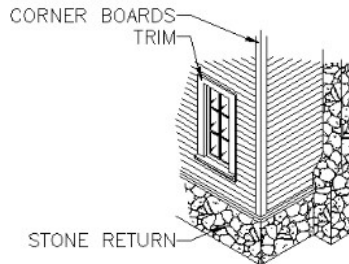
When shadow boards or dentil mouldings are used, they MUST be incorporated on all elevations. Battens around doors and windows may be pre-finished Chemcrest or equivalent or painted Smart Board or equivalent. Where stone tile is used in lieu of stone or brick as the predominant accent material, windows MUST be finished (bordered) using stone tile or similar materials.

Accent brick or stone must turn the corner at least 3 feet (900 mm). Brick or stone is encouraged along the base of the front elevation as an architectural detail where the design theme warrants.

Brick, or stone is to be quiet and even toned. There is to be no "new-used" brick or multicoloured stone. All brick is to be standard or metric size with grey mortar. No jumbo or giant brick will be allowed. Types and colours may be changed by the Representative without notice.

The rear elevations of all homes MUST be given the same level of detail as the front elevation, i.e., deck columns MUST have stone or brick; gables MUST have shadow boards; battens used to break up floor levels MUST extend around the side and rear elevations. Corner lots will be considered on an individual basis.

The level of detail on any given elevation is left to the discretion of the Representative depending on lot location, visibility, style of home and overall level of detail.



5.9.1 Utility Meters & Air Conditioning Units

Utility meters and air conditioning units are to be located to minimize the visual impact of the equipment from the street and adjacent home and in the case of air conditioning units located in such a manner as to minimize the noise impacts on adjacent residents.

5.9.2 Stucco and Siding

Stucco colours are to be natural earth tones and finished with a fine sand float or smooth finish. Conventional knockdown stucco will not be accepted under any circumstance. Unacceptable colours are to be determined by the Representative at his/her discretion. Brick, stone, and wood elements are encouraged as accent materials.

Where stucco is used as an exterior finish, horizontal control joints must be installed at the transition between floors to absorb shrinkage and movement of the building. These joints should be articulated by the use of reveals or trim boards. Vertical control joints should conform to the Specification Standards Manual of the Wall and Ceiling Industry.

James Hardie Siding (or approved equal) will also be accepted as an alternative to stucco.

5.9.3 Windows

Window design and placement is very important to the overall appearance of the house and neighbourhood. Window styles and shapes are to be consistent on all four elevations. Windows are to be oriented vertically i.e., taller than they are wide. Large picture windows should be flanked by narrower vertical windows. Awning or casement windows, not sliding windows, are to be used in homes on the lake and upper pond.

All metal clad, wood or vinyl windows must have a minimum 3 ½" brick mould. If a 3 ½" brick mold is not used, batten boards, acrylic stucco battens, stone tile, shutters and/or similar window treatments must be used to help define the window. In all cases, when white window frames are utilized and where muntin bars are used between windowpanes, the bars must also be white. The bar width must be a minimum of ½" in width. Where the exterior window frame colour cannot be matched unless a narrower bar is used, a ¼" bar may be utilized. Alternatively, a ½" or 5/8" interior surface mounted and painted wood muntin bar may be used to match exterior window frame colours and interior colour schemes. Brass bars are not acceptable. "Pewter" or dark charcoal bars are an acceptable alternative when matching colours are not available.

The use of simulated divided light windows is encouraged to add architectural integrity, particularly with period home designs.

5.9.4 Arched Elements

Arched elements i.e., windows, doors and dormers are encouraged as detail on all front and rear elevations.

5.9.5 Front Doors

Front doors are encouraged to be relief panel doors of solid construction, with a door light

panel feature including wood with detailed glazing or side lights and arched elements.

5.9.6 Exterior Lighting

Exterior lighting should comprise a minimum of three (3) lights per house; one on either side of the garage doors, and one on the wall by the front door or in the roof overhang at the front door. Lighting fixtures to the same character and level of detail as the building façade are encouraged. Soffit lights are also acceptable.

5.9.7 Roof Vents, Stacks, Direct Vent Fireplaces and Flashing

Roof vents and stacks should be inconspicuous; they must be boxed in, detailed, and finished in conjunction with the exterior of the home. Roof flashing must be prefinished to blend with the roof.

5.9.8 Exterior Decks

Handrails on exterior decks are to be prefinished aluminium or metal construction.

Supporting columns for decks and porches are to be architecturally detailed. Columns must have a minimum dimension of 12" and must be finished in brick or stone.

Decks, unless covered by a roof structure, will be allowed to extend outside of the building envelope.

5.9.9 Exposed Elevations

All elevations must have some detailing, regardless of exposure. Elevations that are visible from a road, park, pathway, ravine or are to have extensive detailing. Side and rear elevations on corner lots are to be treated to the same extent as the front elevation.

All homes on the inner isle lots must have extensive detailing to match the front elevation theme. Homes located in the Middle Isle (Block

25) will require extremely strong rear elevations. Builders are required to submit preliminary drawings to the Representative, so that designs can be final when they are submitted for grade slip release. See Rear Elevation Checklist (Appendix G).

5.10 Colours

The Representative must approve all exterior colour schemes. House colour schemes must not be repetitious with adjacent homes.

Three colour schemes are acceptable:

- Natural low contrast – natural coloured wood stain (solid or semi-transparent) with blending trim colour.
- Natural high contrast – natural coloured wood stain (solid or semi-transparent) with contrasting trim colour.
- "Heritage" colours – Heritage colours with contrasting trim and shutters on traditional house designs.

5.11 Driveways and Garages

Driveways and the front walkways are to be carefully considered in conjunction with the architectural look and feel of the home.

All houses are to have at a minimum, a double garage and the driveway layout must provide for at least one (1) additional car parked on site.

Driveways must be offset a minimum of 0.5 m away from the side property line to ensure that the drainage patterns are maintained.

Garage doors are to be painted or stained to compliment the exterior walls. Garage doors must have automated closers. Garage doors must be carriage style doors. NO EXCEPTIONS.

The garage must be offset by a minimum of 18" from the house to provide relief to the long sidewall elevation. Architectural detailing of the

garage wall facing the side property line may be relaxed if visibility of this wall is minimal.

Driveways, at the face of the garage, must be the same width as the garage. Sidewalks must be poured at the same time and be integrated with the driveway.

Designers should use innovative driveway and sidewalk layouts to enhance the overall streetscape.

Broom finish concrete driveways or rubber rock overlay without some detailing will NOT be approved.

Broom finish driveways must be detailed with borders or inset patterns utilizing exposed aggregate, patterned concrete or pavers. There will be no exceptions. Plans submitted for architectural approval must have driveway detailing. If not provided, the plan will be returned to the Applicant.

The following details for driveways are minimum requirements and alternatives:

- Builder is responsible to construct the driveway to back of curb. Where an asphalt pathway intersects a driveway, the asphalt must be removed and finished in the same material as the driveway.
- No asphalt driveways.
- Total exposed aggregate driveway (aggregate must be sealed).
- Plain or exposed aggregate with reversed border.
- Where borders are used they are to be a minimum of 18 (eighteen) inches in width.
- Plain or exposed aggregate driveway with inlaid pavers in a patterned style.
- Stamped concrete.
- Rubber rock overlay with a minimum 18" width contrasting border.

The Builder will:

- If required, remove the section of asphalt pathway for driveway installation.
- Install a concrete driveway to the back of curb, maintaining the original grade and slope of the pathway.
- Repair and restore the asphalt pathway to ensure a smooth transition between the sod, driveway, and pathway.
- Repair any damaged irrigation pipes which are located between back of curb and 18" from back of curb.

The Representative will:

- Provide trees in the boulevard in accordance with the Representative's landscape plan.
- The Representative will determine in its sole discretion the number of trees to be planted and the planting pattern.

The Homeowner will:

- Loam, sod and maintain the boulevard in the front and along the side yard area.



BOULEVARD/PATHWAY
PLANTING PLAN EXAMPLE

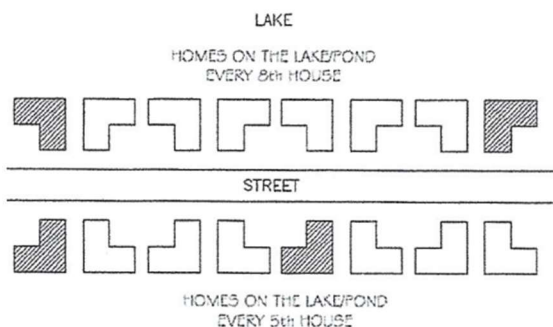


5.12 Repetition

House designs with approximately identical house elevations may not be repeated more often than every fifth (5th) home.

To be different means that there is a significant change in features such as roof type, size and location of windows and doors, colours and finish materials.

A change of materials alone and reversing the plan is not sufficient. Colours may not be repeated more often than every 3 homes on either side of the road.



5.13 Pre-Designed Streetscape

IBI Group prepared a pre-designed streetscape for the Inner Isle (Block 25). Builders are required to create designs that match the proposed front elevations and site layouts as closely as possible (See Appendix H). The intent is to maximize the potential of these wide, shallow lots. Elevations may not be repeated more often than every fourth home and each similar elevation must have different colour schemes.

These homes will be submitted for preliminary review before a final submission is made.

6.0 Streetscape

The streetscape for The Lake at Heritage Pointe has been planned with the following objectives in mind:

- To prevent fast moving traffic by constructing minimal carriageway widths, curvilinear roads, and cul-de-sac roadways.
- To provide accessible, open spaces with generous landscaped areas for both passive and active recreation.
- To provide streetlights and street trees to enhance the character and ambience of the community.
- To provide an attractive residential streetscape through the provision of front yard landscape features which compliment the architectural elements of the front facades.
- To encourage open views to the valley ravines from the rear yards of homesites.
- To maintain an element of privacy between adjacent rear yards.

6.1 Landscape Guidelines

The implementation of the landscape guidelines will ensure the quality and experience of the streetscape carries into each homesite in the form of landscape design and that a gradual landscape transition occurs from each home to the valleys, escarpments, and environmental reserves.

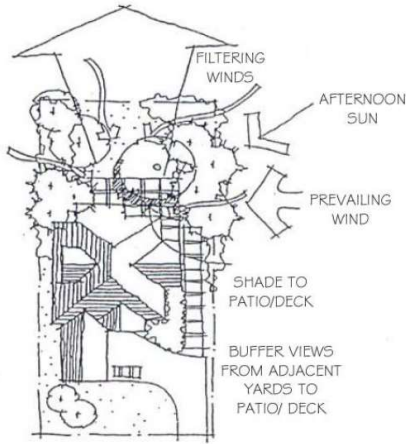
A Landscape Plan must be submitted for approval for the entire homesite area and shall be designed to enhance individual homes and to unify the streetscape. Fencing details MUST be included in the Landscape Plan.

Plans will not be approved if submissions are incorrect or incomplete.

The acceptance of the landscaping plan will be based on its success in achieving the following objectives:

- Framing of views onto the lake, ravine, and amenity areas.
- Screening of adjacent private areas
- Filtering of wind, rain, and snow into the homesite.
- Sense of enclosure within the rear yard.

- Provision of shade to outdoor patios and decks
- Framing of architectural elements of the house façade.



The Applicant's scope of work shall include the supply and installation of plant material and sod including staking, fertilizing, and establishment for one (1) calendar year. Landscape maintenance will be the responsibility of the homeowner. The level of maintenance must be in keeping with the standards typically experienced in high quality residential communities.

6.1.1 Plan Approval Process

The Homeowner is required to submit 3 copies of a proposed landscape plan (with contact information) to the administration office of the Lake at Heritage Pointe Owners Association, located at 4 Heritage Lake Blvd, Heritage Pointe AB, T1S 4H5 (403) 263-5540).

Please note the following requirements to be included on the landscape plan.

- A plan drawn to a metric scale of 1:200, using a copy of the real property survey report or a site plan. Property lines, boulevard/curb area, utility locations, easements and outlines of existing and adjacent buildings also should be indicated.
- Identify the location and size of all proposed trees. The landscape guidelines require a

minimum of two (2) trees in the front yard and two (2) trees in the rear yard. Note: Boulevard area trees planted by the developer are not considered part of this requirement.

- Indicate the outline of planting beds, groundcover and edging material, sodded areas, and fencing/gate locations.
- Accessory structural details indicating site location, material proposed and overall height (ex. a dog run, retaining wall, pergola, swimming pool, arbour, privacy screen, fire pit, etc.)

Please note, depending on the specific Subdivision Phase, additional or alternative landscape requirements may apply. It is recommended the Phase specific guidelines be reviewed during the landscape planning stage to determine if additional requirements are necessary (transition into natural areas, shoreline and building setbacks, areas, etc.).

Upon submission of the landscape plan, the drawing will be reviewed by the Representative. If the plan does not meet the guidelines or more information is necessary, the homeowner will be required to submit further details. When plan guidelines have been met, the plan will be stamped for approval and returned by mail.

The homeowner is responsible to complete the landscape in accordance with the approved plan.

A landscape completion inspection will be conducted towards the end of the landscaping season. If the landscaping requirements have not been met, a letter will be issued to the homeowner requesting the deficiencies be completed.

Landscape installation and maintenance is the responsibility of the homeowner. The level of maintenance must be in keeping with standards typically experienced in high quality residential communities.

The homeowner is also responsible for the watering and maintenance of any boulevard street tree(s) planted adjacent to the property. i.e., corner lots (but not common property/ boulevards adjacent to common property).

The acceptance of the landscape plan will also be determined by its success in achieving the following objectives:

- Framing of views into the valleys, ravines, and amenity areas.
- Screening of adjacent private areas.
- Filtering of wind, rain, and snow into the homesite.
- Framing of architectural elements related to the house façade. The Representative will inspect the Applicant's landscaping and will either approve the completed work or identify any deficiencies which the Applicant MUST rectify.

Following are the minimal landscaping requirements for each homesite.

6.1.2 Trees

Provide at least two of the following in the front yard and rear yard where space permits:

Large Deciduous Trees (75-100mm Caliper)

Cutleaf Weeping Birch – *Betula pendula* 'Lacinata'

Green Ash – *Fraxinus pennsylvanica*

Black Ash – *Fraxinus nigra*

American Elm – *Ulmus americana*

Paper Birch – *Betula papyrifera*

Laurel Leaf Willow – *Salix pentandra*

Golden Willow – *Salix alba* 'Vitellina'

Flowering Deciduous Trees (75-100mm Caliper)

May Day – *Prunus padus commutata*

Schubert Chokecherry – *Prunus virginiana* 'Schubert'

Siberian Flowering Crabapple – *Malus baccata*

American Mountain Ash – *Sorbus Americana*

Hawthorn Species – *Crataegus* sp. – Phase 7

Coniferous Trees (2 – 2.5m Height)

Colorado Blue Spruce – *Picea pungens* 'Glauc'

Colorado Green Spruce – *Picea pungens*

White Spruce – *Picea glauca*

Scots Pine – *Pinus sylvestris*

Lodgepole Pine – *Pinus contorta latifolia*

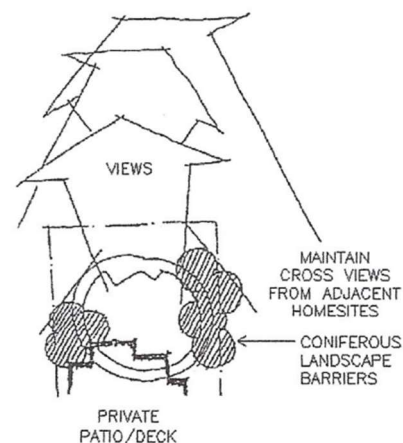
Douglas Fir – *Pseudotsuga menziesii*

Other Deciduous Trees

Trembling Aspen – *Populus tremuloides*

The natural landscape may be enhanced with a transition area, which may be planted with materials requiring less water and reduced maintenance.

The applicant is responsible to plant the trees in accordance with the approved landscape plan.



6.1.3 Environmental Reserve

To promote a more natural landscape transition from the environmental reserve areas, homeowners living adjacent to the reserve are encouraged to plant native species such as white spruce or native trembling aspen trees.

6.1.4 Sod

Install sod to all front, rear, side yards, and boulevards, extending the sod to the back of curb. Alternative plans for sod placement will be considered where a xeriscape landscape design is proposed or where side yard dimensions limit the opportunity to grow sod.

6.1.5 Landscape Completion

All landscaping must be completed within 1 year of the owner's possession date.

6.1.6 Irrigation

To promote water management, automatic irrigation systems are recommended for the entire planted area of the homesite. The applicant/owner is responsible for watering all boulevard areas where applicable.

Irrigation leaks could add significant water to the groundwater regime. Any measures taken by property owners to minimize an increase in groundwater reduces the likelihood of soil instability, particularly in locations where slope conditions exist. Therefore, it is recommended that subsurface irrigation systems be installed utilizing experienced installers and materials of a high standard, including rain sensors and automatic timers with battery back up. There is to be no irrigation or watering between the back of lot and crest of slope. Refer to Section 6.0 of the Slope Setback report dated June 26, 2000, prepared by AGRA Earth and Environmental Limited. Available from the Representative 403-263-5540

6.2 Fencing

A fencing plan was prepared by the developer on a phase-by-phase basis. Fencing and gates installed by the developer may not be altered or removed under any circumstances. Alternative fencing specifications are not permitted.

i. Fencing – Off Lake

Fencing is permitted on all non-lake lots provided it is 4 ft in height, black vinyl covered chain link to match the Representative's specifications.

Homeowners may install side yard fencing at the discretion and expense of the owner. Typical side yard fencing should terminate 5 meters behind the front foundation of the house (or 5 meters from the front of the garage). Site constraints may influence fence placement.

Black powder coated chain link fencing is permitted provided it is 4 ft. in height and matches the Representative's fence specifications.

Fencing of the environmental reserve is not encouraged.

ii. Fencing – On Lake

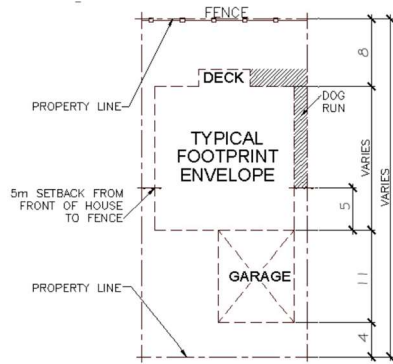
Side or rear yard fencing will not be installed by the developer on any lake lot except where a common greenspace or pathway is the side or rear yard property line of a lot.

Simulated "wrought iron" fencing is permitted on lake and upper lake lots, provided it is 4 ft in height and is constructed in accordance with the Representative's fencing specification.

If fencing is installed in the side yard, it must be installed on the property line and must conform to the fence installed by the Developer on the side property line. The elevation of the fence MUST conform to the approved design grades.

Side yard fencing MUST be terminated a minimum of 5 meters from the front foundation of the house. Where side drive garages are located adjacent to each other, fencing may be terminated 5 meters from the front foundation of the garage.

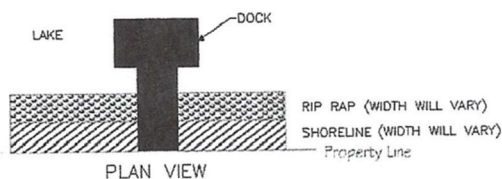
Homeowners may install side yard fencing and side yard gates at the discretion and expense of the owner.



iii. Shoreline

Where a shoreline condition exists, i.e., the area between the rear property and the top of the shoreline treatment (rip rap), homeowners may access and use this area provided the homeowner maintains the area. Homeowners may place sand, additional rip rap, or loam and sod this area. A dock may be constructed within this space, provided the dock conforms to the Representative's specification. Rip rap must not be removed under any circumstances. In some cases, rip rap may extend into the rear yard.

In the event a homeowner places loam and sod in this area, the homeowner must maintain the grass to a high standard. Homeowners are restricted from using certain types of fertilizers and must conform to the landscape guidelines.



¹ Homeowners digging or drilling along the shoreline must avoid hitting the lake liner at all costs.

If the shoreline area is not utilized by the homeowner, the homeowner's association will place sand or rip rap and will maintain the area.

iv. Dog Runs

Fencing for dog runs may be installed by the homeowner, provided it is a maximum of 1.2m (4 feet) in height and conforms to the Representative's fencing specifications.

The fenced dog run area may not extend beyond the depth of the rear deck or 3 meters from the house foundation, whichever is greater. Dog runs may extend into side yards. Dog houses or containment structures of any kind are not allowed. Dog runs and landscape screening must be shown on the Landscape Plans.

6.3 Appearance During Construction

Builders and Landscapers are required to keep the lots and abutting streets clean and orderly during construction and marketing. No material or debris shall be stored on an adjacent property or disposed of on-site¹. There will be no burning of garbage. Builders/Owners found negligent will be charged for clean-up carried out by the Representative.

6.4 Residence Addressing

The form and type of residence addressing shall be of a high quality. The Applicant shall be responsible for the supply and installation of addressing materials. Addressing should be illuminated to ensure that residences are easily identified for visitors and for safety and security.

6.5 Private Dock

Homeowners located on the Lake may install a private dock. The Applicant must obtain written approval from the Representative prior to installation. Dock design and installation details are available from the Representative.

7.0 Miscellaneous Guidelines and Resident Information

No dwelling shall be occupied by any person unless and until such dwelling, including the exterior thereof, is substantially completed.

No owner or occupier of any lot shall cause, commit, suffer, authorize, or permit any act of nuisance.

No owner or occupier of any lot shall keep or permit to be kept animals of any kind or description whatsoever except for domesticated household pets, which pets shall not be permitted to run wild or uncontrolled within the development.

No storage or garden sheds, outdoor clothes-hanging devices, outdoor communication, or satellite dishes (except for satellite dishes which have an overall diameter of 24 inches or less, and which are attached to the structure of the dwelling constructed on the lot) or aerials or similar devices shall be erected, placed, or allowed to remain on any lot without the permission of the Representative.

No other structure (whether permanent or movable) or chattels, including, without limitation, playhouses, gazebos, and recreational equipment, shall be erected, placed, or allowed to remain on any lot without the prior written approval of the Representative.

All homeowners shall be members of the Lake at Heritage Pointe Owner's Association and shall be bound by the terms and conditions of such membership. Homeowners MUST familiarize themselves with the Owner's Association Bylaw and the Encumbrance Agreement registered against Title to the lot. If the lot has not been subdivided and registered, a copy of these agreements is available from the Representative.

Nothing herein contained shall be construed or implied as imposing on the Representative, its agents or employees, any liability in the event of noncompliance with or non-fulfillment of any of the terms, restrictions and benefits set forth herein and no liability or responsibility whatsoever shall be incurred by the Representative, its agents, or employees, in the performance or non-performance of their rights and obligations herein

7.1 Recreation Equipment and Recreation and Commercial Vehicles

Recreational vehicles and commercial vehicles shall not be parked or stored on site unless they are fully contained within a garage. Trailers, motor homes and boats may be stored for the purpose of loading and unloading but shall not be stored on any lot for more than 48 hours at any one time.

7.2 Satellite Dishes

Satellite dishes are allowed provided the dish size does not exceed twenty-four (24") inches in diameter and the location of the dish is concealed to minimize visual impact. Notwithstanding the above, the Representative reserves the right to reject any installation if deemed inappropriate. In the event the homeowner paints the dish to conceal the installation, the homeowner is responsible to maintain the dish to ensure the original appearance is maintained.

7.3 Signage

No "For Sale" or "For Rent/Lease" signs shall be displayed in windows of the home.

Upon completion of building construction and/or landscape installation, all commercial signage shall be removed from the homeowner property.

No signage is allowed on community property and will be promptly removed.

7.4 Water Meters

The Applicant is responsible for the installation of a water meter. Installation requirements and policies are available from the Facilities Manager at Corix Utilities Corporation. Phone [403-273-8676](tel:403-273-8676) No water connection will be made until the Administration Office receives an application and a water meter has been installed. Phone [403-273-8676](tel:403-273-8676) for more information regarding utilities.

7.5 Breach of Guidelines

In the event of any breach of any one or more of

the above guidelines, terms and specifications, the Representative, or its agent shall have the right but shall not be obligated, to enter upon any lot and abate and cure at the expense of the homeowner of the lot who is in such breach, any such breach, capable of abatement or cure and such homeowner shall pay to the Representative forthwith upon demand all costs incurred by the Representative in such abatement or cure and such costs shall constitute a charge upon such homeowner's lot and may be collected by the Representative in a court of competent jurisdiction or deducted from the security deposit at the Representative's discretion.

ARCHITECTURAL AND LANDSCAPE GUIDELINES

- 1.0 The LAHPOA will act as the Agent for all homeowners in the enforcement of the Encumbrance and Covenant and Architectural and Landscape Guidelines as set forth in Schedule “A” of this document and registered on Title of any Subdivided Lot in the community.
- 2.0 All changes to residential property must be presented to the Board of Directors, Architectural & Landscape Guidelines Subcommittee, prior to engagement of any alteration. These include but are not limited to those set forth in 3.0 herein.
- 3.0 The Owner of any Subdivided Lot bears the responsibility to familiarize himself with the terms set forth in his residential Land Title as they pertain to Architectural and Landscape Guidelines, including but not limited to:
 - a. Zoning Regulations
 - i. As determined by the MD of Foothills No. 31
 - b. Lot Grading
 - c. Retaining Walls
 - d. Exterior Finishes:
 - i. Change Approval Process
 - ii. Stucco and Siding/Type and Approved Colours
 - iii. Exterior Lighting
 - iv. Roof Materials/Type and Approved Colours
 - v. Soffits and Fascia
 - vi. Doors/Garage Doors
 - vii. Fences
 - viii. Decks
 - ix. Appearance during Construction
 - x. Address Signage
 - e. Landscape Guidelines:
 - i. Plan Approval Process
 - ii. Approved Species
 - iii. Environmental Reserve
 - iv. Irrigation
 - v. Appearance during Construction
 - f. Lake Front Lots
 - i. Easement Encroachment
 - ii. Shoreline Treatment and Barrier
 - iii. Docks
 - iv. Use of Environmental Products in Lake Proximity
 - g. Breach of Guidelines
 - i. Remedy afforded to the LAHPOA for breach

Approved Roof Colors

APPROVED ROOF COLOURS

Roof Colours

The roof material for all homes is to be shakes, slate or premium asphalt shingles (pre-approved by the Representative). Clay or concrete roof tiles to be slate or shake profile. All roof stacks are to be enclosed and/or finished to compliment roof colour and exterior finish detail. All flashing must be pre-finished and match the roof colour.

Clay Roof Colours as follows:

Unicrete or Equal

London Grey	Slate Green	Chestnut	Midnight Black
Turtle Mountain	Rawhide	Elbow Valley	Grey Black

Asphalt Colours as follows:

IKO – Renaissance (with Ridge Glass Caps)

Taupe Slate	Weathered Slate	Harvest Slate	Black Slate	Grey Slate
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IKO – Chateau (with Ridge Glass Caps)

Driftwood	Dual Brown	Dual Black	Weatheredwood
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IKO – Cambridge (with Ridge Glass Caps)

Driftwood Ultra	Dual Black Ultra	Harvard Slate	Weatheredwood Ultra
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IKO – Dynasty (with Ridge glass caps)

Antique Black	Old World Slate	Cornerstone
---------------	-----------------	-------------

GAF – Timberline (with Timbertex Ridge Caps)

Charcoal Blend	Mission Brown	Weathered Wood	Pewter/Slate	Heather Blend
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ELK – Prestige I (with Z Ridge Premium Hip and Ridge Shingles)

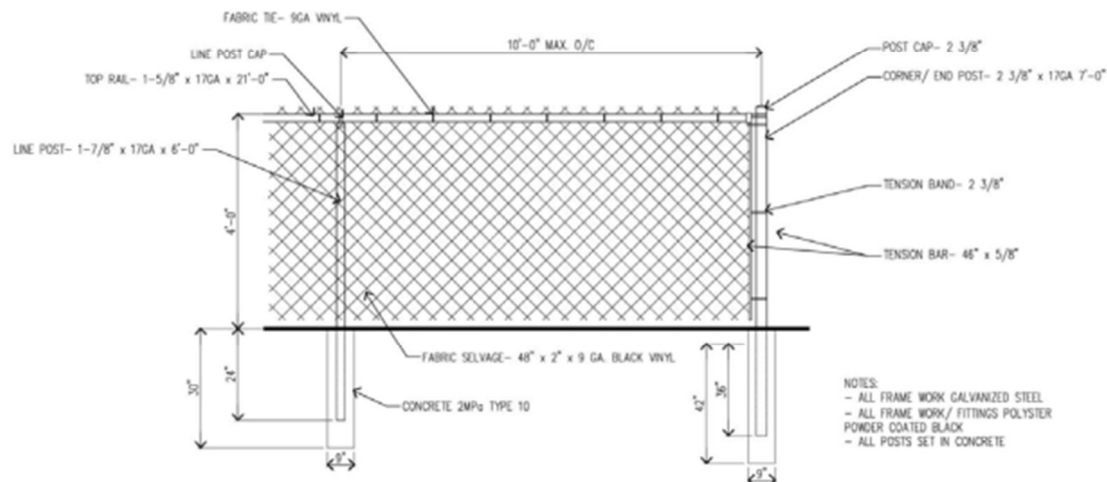
Sablewood	Dual Brown	Dual Black	Antique Slate	Weathered Wood
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Fencing Specifications

FENCING SPECIFICATIONS

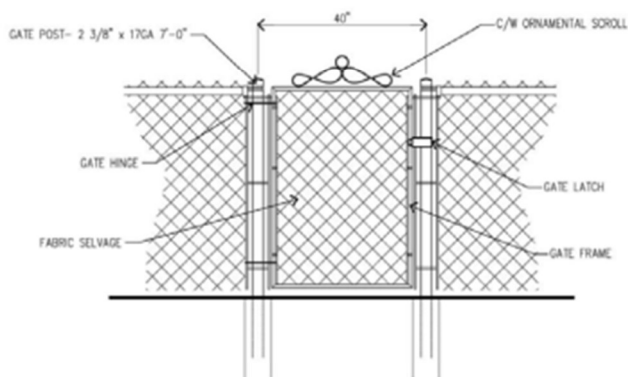
Refer to Section 6.2 Fencing Guidelines which deals with the placement of fencing.

Fencing will be **4 ft. Polyester Powder Coated Black Chain Link.**



4' CHAIN LINK FENCING DETAIL
N.T.S.

STYLE: TOP RAIL (CL-01)



4' CHAIN LINK GATE DETAIL
N.T.S.

(CL-15)

Contact the Developer for information.

Homeowner Landscape Plan Approval Process

Issued: April 2005

In accordance with the Lake at Heritage Pointe Architectural Guidelines, new homeowners are required to submit 3 copies of a proposed landscape plan (with contact information) to the administration office of the Lake at Heritage Pointe Owners Association, located at 4 Heritage Lake Blvd, Heritage Pointe, AB T1S 4H5.

Please note the following points which must be included in your landscape plan:

- Your plan must be drawn to a metric scale of 1:200, using a copy of your real property survey report or a plot plan. Property lines, boulevard/curb area, underground utility locations, easements and outlines of existing and adjacent buildings should be indicated on your plan.
- Identify the location and sizes of proposed trees. The landscape guidelines recommend a minimum of two (2) trees in the front yard and two (2) trees in the rear yard. Boulevard area trees planted by the developer are not considered part of this requirement.
- Indicate the outline of planting beds, ground cover, edging material, grassed areas and fencing/gate locations.
- Include all accessory structural details indicating site location, material proposed and overall height (ex. dog run, retaining wall, pergola, swimming pool, arbor, privacy screens, fire pit, etc);

Please note, depending on the Subdivision Phase your home has been built in, some additional or alternative landscape requirements may apply. It is recommended the Phase specific guidelines be reviewed during the landscape planning stage to determine for example: transition into natural areas, shoreline setbacks, view lines, irrigation, etc.

Upon submission of the landscape plan, the drawing will be reviewed by the Representative. If the plan does not meet the guidelines or more detail is required, the homeowner will be required to submit additional information. If the plan does meet the guidelines, the plan will be approved and returned.

A landscape completion inspection will be conducted towards the end of the landscaping season. If the landscaping requirements have not been met, a letter will be issued requesting the deficiencies be completed.

Application for House Plan Approval

Phase _____ Lot _____ Block _____ Plan _____

Civic Address _____

APPLICANT

Builder: _____ Telephone: _____

Address: _____ Email: _____

_____ Contact: _____

HOUSING DESIGN

House Type: _____ Model/Job Number: _____

Ground Floor Area: _____ Total Developed Floor Area: _____

Roof Style: _____ Roof Pitch: _____

SETBACKS AND GRADE INFORMATION

Setbacks Front _____ Rear _____ Left Side _____ Right Side _____ Height _____

Grades	Front	Rear
Left Side	_____	_____
Right Side	_____	_____
Entrance Grades	_____	_____

Finished Landscaped Grades at House Corners (left and right as viewed from street)

Actual Top of Footing _____ Lowest Top of Footing _____

Top of Main Floor Joist _____ Front of Garage _____

EXTERIOR FINISHES

MATERIAL

MANUFACTURER

COLOUR

Roof	_____	_____	_____
Walls – General	_____	_____	_____
Walls – Secondary	_____	_____	_____
Brick or Stone	_____	_____	_____
Trim	_____	_____	_____
Fascia	_____	_____	_____
Soffits	_____	_____	_____
Rainware	_____	_____	_____
Entry Doors	_____	_____	_____
Garage Door	_____	_____	_____
Driveway	_____	_____	_____

SITE PLAN REQUIREMENTS

A site plan with the following information must be provided. The applicant is responsible to confirm on site that the information submitted and reviewed matches the actual site conditions before starting construction.

- a) Dimensions of lot
- b) Dimensions of building
- c) Dimensions of property lines
- d) Location of Driveway and slope of Driveway
- e) Indicate all easements
- f) Indicate locations of retaining walls
- g) Location of drainage swales and drainage patterns
- h) Location of underground water lines, sanitary and storms lines
- i) Proposed elevations at each corner of the house, garage slab, top of footing and top of joists
- j) Indicate all roads, lanes, sidewalks and gutters adjacent to property, as well as, all hydrants, light poles, power poles, transformers, telephone pedestals etc. on or adjacent to the property

USE OF HOUSE PLAN APPROVAL SERVICES

The applicant acknowledges that the house plan approval is provided as a service and that the Representative and its approving officers assume no responsibility for the accuracy of the information provided, or for any losses or damages resulting from use thereof.

The applicant further acknowledges that he will hold the Representative and its approving officers harmless from action resulting from the use of this information.

Date: _____ Signature of Applicant: _____

CONDITIONS OF APPROVAL

Finished Grade to be in accordance with plot plan. The builder is responsible for proper drainage of lot based on subdivision design.

The builder is responsible for any retaining walls that may be required due to grading. Maximum of 400mm parging showing on all elevations, including walkouts.

Additional Approval Comments: _____

Grades

Approved – As Noted: _____ Date: _____

Architectural

Approved – As Noted: _____ Date: _____

Approved: _____ By: _____

REPRESENTATIVE

Lake at Heritage Pointe Owners Assoc.
Phone: 403-263-5540

THE LAKE AT HERITAGE POINTE

APPLICATION FOR HOUSE APPROVAL

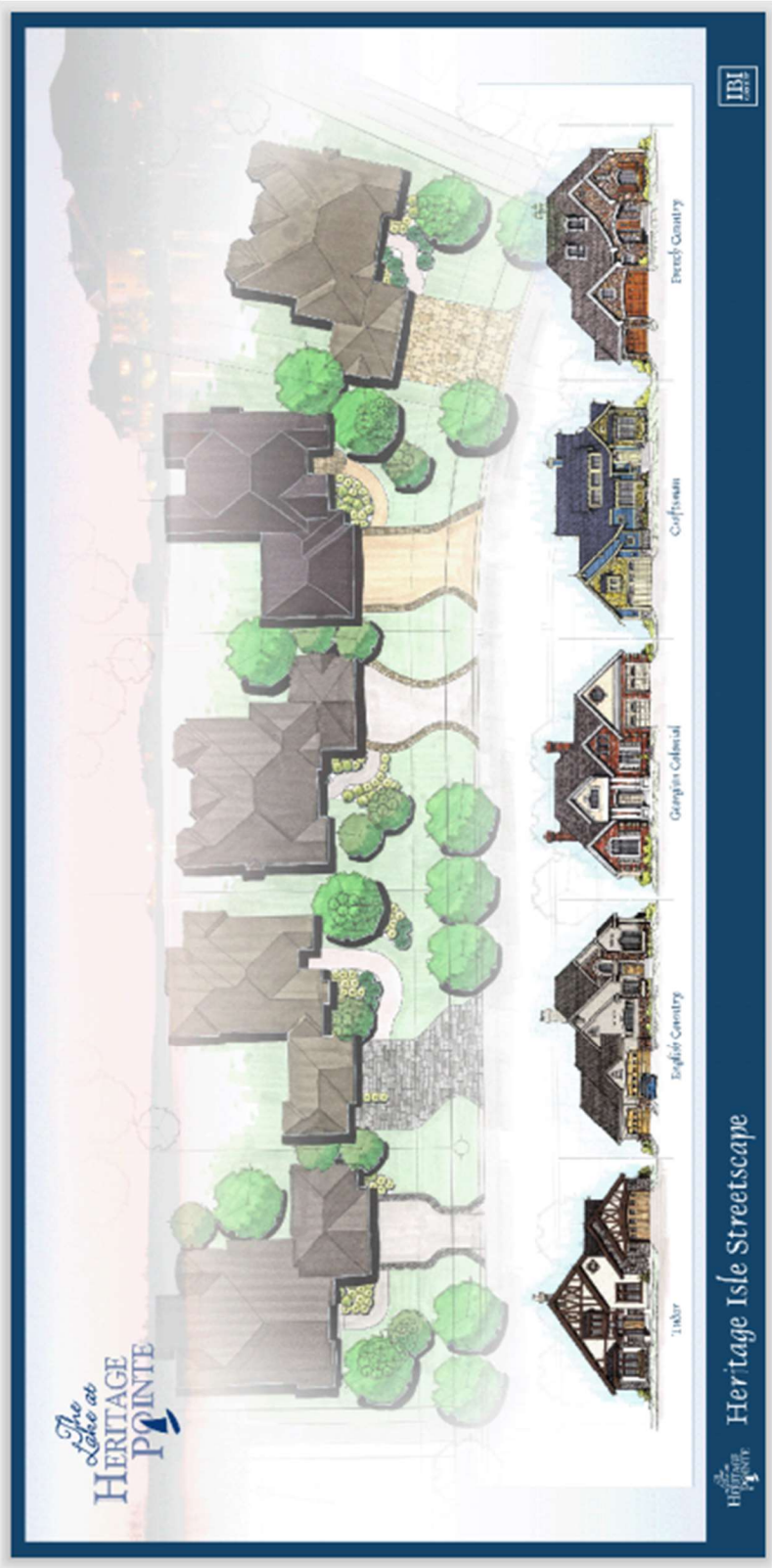
The following is required by the LAHPOA for the completion of the house approval and issuance of the grade slip.

1. The Applicant/Builder submits the following:
 - a. two complete set of house plans (elevation and section to be accurate)
 - b. two completed house plan approval form
 - c. all four elevations on separate sheets maximum paper size 11" x 17" with the preference of 8 1/2" x 14" or 8 1/2" x 11"
 - d. colour samples for stucco/side and trim stone sample not necessary.
2. Plot plans are to be drawn at 1:200 scale metric and are to include the following information:
 - a. all corner and quarter point lot grades
 - b. proposed landscape grades at all corners of the house and garage as well as the sides
 - c. proposed actual top of footing (ATF) and subfloor elevation(s)
 - d. drainage patterns of the lot
 - e. entrance locations of the home
 - f. driveway or parking location
 - g. R.O.W.'s and easements located and labeled
 - h. location of all surface appurtenances that exist or are planned, i.e., lamp standard, bus stops, and electrical pedestals.
3. Building grade plans, legal plans, R.O.W. plans, and sidewalk plans can be obtained from the Representative. These plans should be able to assist the Builder, Designer and Homeowner in designing a pleasing home that is compatible with the adjacent existing or proposed environment.
4. Incomplete submissions will not be reviewed or approved until they have been completed. Faxed house plans or plot plans are not acceptable. Incomplete submissions refer to such things as missing plot plans, missing colors, missing blueprints of what is being proposed for construction etc. Front, rear, or side elevations needing extensive revisions to meet the guidelines for the area approval process will be returned to the builder and/or designer for such revisions.
5. The Applicant/Builder is responsible for reviewing the returned approval before applying for a Building permit and constructing the home. The LAHPOA is to be notified of any discrepancies in the approval.
6. After the approval of the house, colors, siting, etc., any revisions will be subject to a fee chargeable to the Applicant/Builder. This fee is to be prepaid before the written request is considered. All requests for changes must be submitted in writing.

Rear Elevation Checklist

ELEVATIONS	MANDATORY	OPTIONAL
EXPOSED	<ul style="list-style-type: none"> -Trim and design to match overall style of home -Interesting roof lines -Window and door alignment -Built out deck columns -Glass railing -Stone / brick deck columns 	<ul style="list-style-type: none"> -Add stone / brick elements to match front of home* -Full span or wrap around deck* -Dormers (gable, cottage, eyebrow roof lines)*
INNER ISLE LOTS (BLOCK 25)	<ul style="list-style-type: none"> -Trim and design to match overall style of home -Interesting roof lines -Window and door alignment -Stone / brick deck columns -Glass/wrought iron railing -Additional stone / brick detailing 	<ul style="list-style-type: none"> -Covered deck* -Additional detailing to match front of home* -Dormers (gable, cottage, eyebrow roof lines)*

Pre-Designed Streetscape



The Lake at
**HERITAGE
POINTE**



Georgian Colonial



The Lake at
**HERITAGE
POINTE**



French Country



The
Lake at
HERITAGE
POINTE



Craftsman



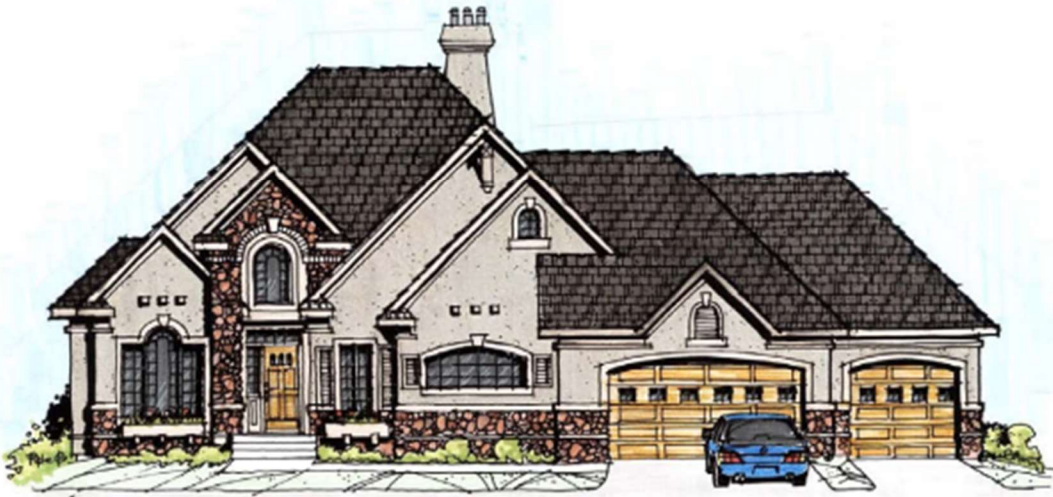
The Lake at
**HERITAGE
POINTE**



Tudor



The
Lake at
HERITAGE
POINTE



English Country





STATUTORY DECLARATION

I, _____ residing at _____
project applicant name *project address*

in the Lake at Heritage Pointe community of Heritage Pointe, Foothills County, DECLARE that contact has been made with the neighbour cited below and an explanation in full provided outlining the proposed Architectural and/or Landscape renovation project, including the impact to the neighbouring property's visual aesthetics, shade/sun, drainage, egress, privacy, construction schedule and disruption during construction.

signature *telephone contact* *date*

I, _____ residing at _____
neighbouring resident *neighbouring property address*

in the Lake at Heritage Pointe community of Heritage Pointe, Foothills County, DECLARE that contact as been made with me by the proponent and a full explanation provided outlining the proposed Architectural and/or Landscape renovation project, including the impact to my property's visual aesthetics, shade/sun, drainage, egress, privacy, construction schedule and disruption during construction.

AND THAT I have no objections to the proposed Architectural and/or Landscape work moving forward as proposed.

signature *Telephone* *Email* *Date*

9.0 Recreation and Social Opportunities

Programs & Special Events

To develop and promote a sense of community, the LAHP community offers a variety of indoor and outdoor social and recreational activities for residents and guests. Many of these programs and activities are a drop-in program, while others require pre-registrations.

Typically, the drop-in programs are offered at no additional cost, while the pre-registration programs will require registration fees to help offset program costs.

To stay up to date on our program offerings, residents are encouraged to subscribe to our community LAHP Owner's Association Facebook page, Email marketing (<https://www.lahp.ca/contact-us>) blasts, and checking our website on a regular basis.

Programs and Special Events can be driven by you, the resident, or by the Lake House staff.

Resident-led programs:

Programs led by residents may or may not be organized in conjunction with the LAHP staff. Staff are available to assist with the organization, implementation, and promotion of these programs, but generally the leadership comes from a volunteer committee comprised of active community residents.

The following are some of the current programs that are being organized and implemented by your neighbours.

- Hiking Club
- Golf Tournament
- Wine & Spirit Tastings
- Coffee Club (50+)
- Book Club
- Mahjongg & Euchre
- Yoga

If you are interested in offering a program for your fellow neighbours, please contact the community manager to discuss your ideas. The community manager may lend assistance in the marketing, registration, setup/take down and procurement of program supplies.

Community-led programs:

While the Lake House staff may take the lead on the following programs, they do rely on community volunteers to assist with the implementation of these programs. Watch for notices where volunteers are being recruited prior to these events happening.

- New Years Day Family Ice Fishing Derby
- Family Skates
- Ice and Fly-Fishing Clinics
- Stampede Breakfast
- Summer Programs/Camps
- Halloween
- Community Christmas Celebration

-
- Easter Egg Hunt
 - Community Car Show & Shine and BBQ
 - Wine & Paint Nights

Summer

Swimming

Swimming in the lake is a very popular activity, with access being at the main beach or from the north dock. Unless invited by a lakeside resident, accessing the lake from private docks and beaches is prohibited.

Due to the inherent risks of swimming in cold water, residents are discouraged from swimming in the lake when the temperature is 15c or colder.

Due to waterfowl nesting and fountain equipment, swimming in the upper pond is prohibited.

Watercraft

There are numerous rowboats, canoes, kayaks, pedal boats, and stand-up paddleboards (SUP's) available at the Lake House for residents and guests to borrow. There is no additional cost to borrow a watercraft.

Please refer to the Rules and Regulations (included here on page 49) for guidelines specific to booking/using the community watercraft.

Fishing

For your fishing enjoyment, the community stocks the lake twice a year with a variety of trout. As the lake is private, there is no need for a provincial fishing license.

We also have several fly-fishing kits available for you to sign out from the Lake House.

Fishing is strictly “catch and release” unless you happen to catch a burbot/ling cod.

For additional rules and regulations on fishing in the lake, please refer to page 49, Rules and Regulations.

Winter

Ice Skating

Whether you're looking to pleasure skate around the lake, looking for a game of shinny hockey or learning how to skate, the community welcomes ice skaters onto the lake when the ice reaches a continuous thickness of six inches (15cm).

While the community does engage volunteers to occasionally flood the skating surfaces, caution must be exercised as natural ice skate surfaces are more susceptible to cracks and chips than artificial ice surfaces. Please skate at your own risk.

Ice Fishing

Residents and guests are welcome to ice fish on the lake, once the green flag indicates it is safe to venture out onto the ice.

As the lake is private, there is no need for a provincial fishing license. We also have several ice-fishing kits and augurs available for you to sign out from the Lake House.

After your ice fishing session has concluded, please remember to fill in all augured holes with snow and slush and mark the area with an orange pylon. Pylon's can be picked up on the lower level of the Lake House.

Like fishing on open water, fishing in the LAHP lake is strictly "catch and release" unless you happen to catch a burbot/ling cod.

For additional rules and regulations on fishing in the lake, please refer to page 49, Rules and Regulations.

Cross Country Skiing:

Through the generous support of the Dunbow Recreation Board, the community was gifted a Polaris snowmachine and cross-country ski track setter. As snow conditions permit, the community will lay cross country ski tracks in the community green spaces and in the adjacent athletic park.

Walkers and snow shoers are asked to refrain from walking in the pre-set cross country ski tracks.

Snow Shoeing

There are many green spaces in the community and neighbouring areas that are conducive to snow shoeing.

Tobogganing/Sledding

Due to the inherent risks involved with tobogganing/sledding, the LAHPOA does not condone tobogganing or sledding on the berm that surrounds the community. Residents choosing to participate in this activity do so at their own discretion and risk.

10.0 Employment Opportunities

The LAHPOA employs high school and university students to assist with the delivery of summer programs, services, and year-round special events as well as lake house rental supervision.

Applications are accepted in the spring, with annual employment commencing in May or June.

The number of students employed depends on the number of programs offered.

Comprehensive training is provided to all students, so that they are comfortable and knowledgeable in providing services to our residents and guests.

Employment provides students with an excellent “first” work experience as well as entry level supervisory opportunities for returning students who are 18 years of age or older.

For more information on student employment at the LAHP, please email or visit the Lake House and speak to the community manager.

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