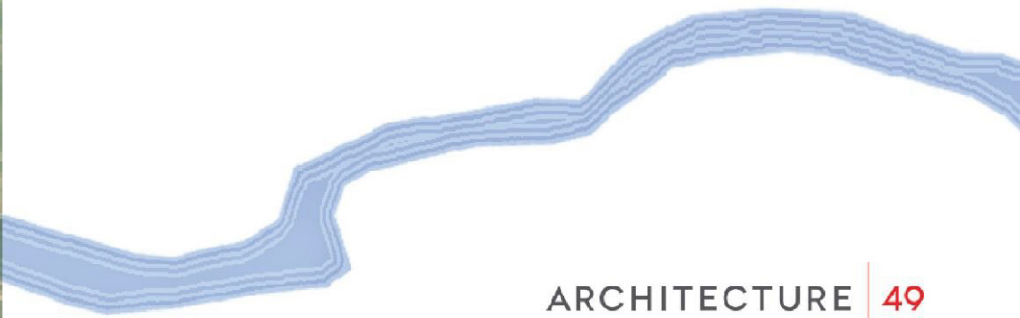
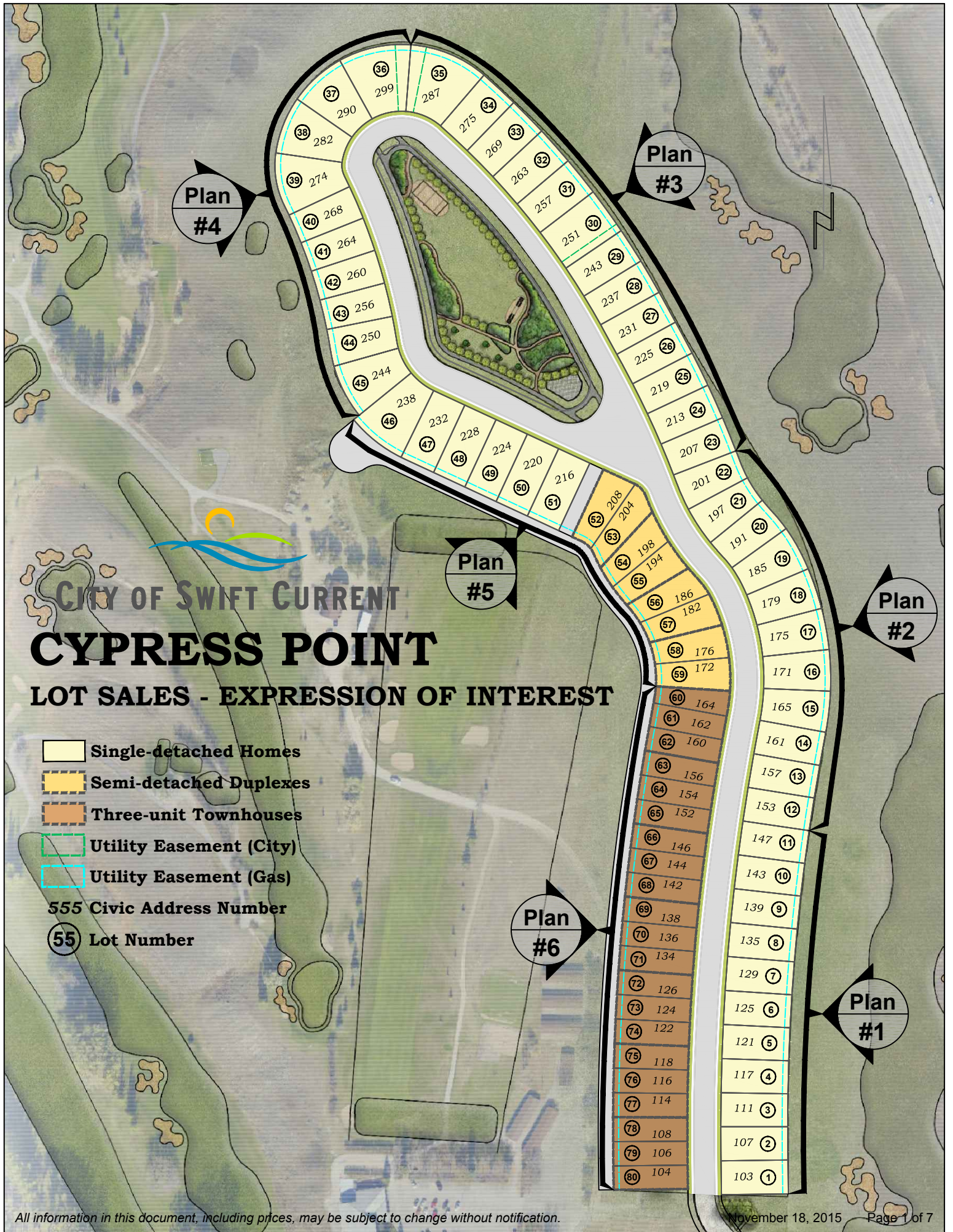




CITY OF SWIFT CURRENT

CYPRESS POINT COMMUNITY  
SWIFT CURRENT, SK  
LOT SALES PACKAGE











**CITY OF SWIFT CURRENT**  
**CYPRESS POINT**  
**LOT SALES - EXPRESSION OF INTEREST**

- Single-detached Homes
- Semi-detached Duplexes
- Three-unit Townhouses
- Utility Easement (City)
- Utility Easement (Gas)
- 555 Civic Address Number**
- 55 Lot Number

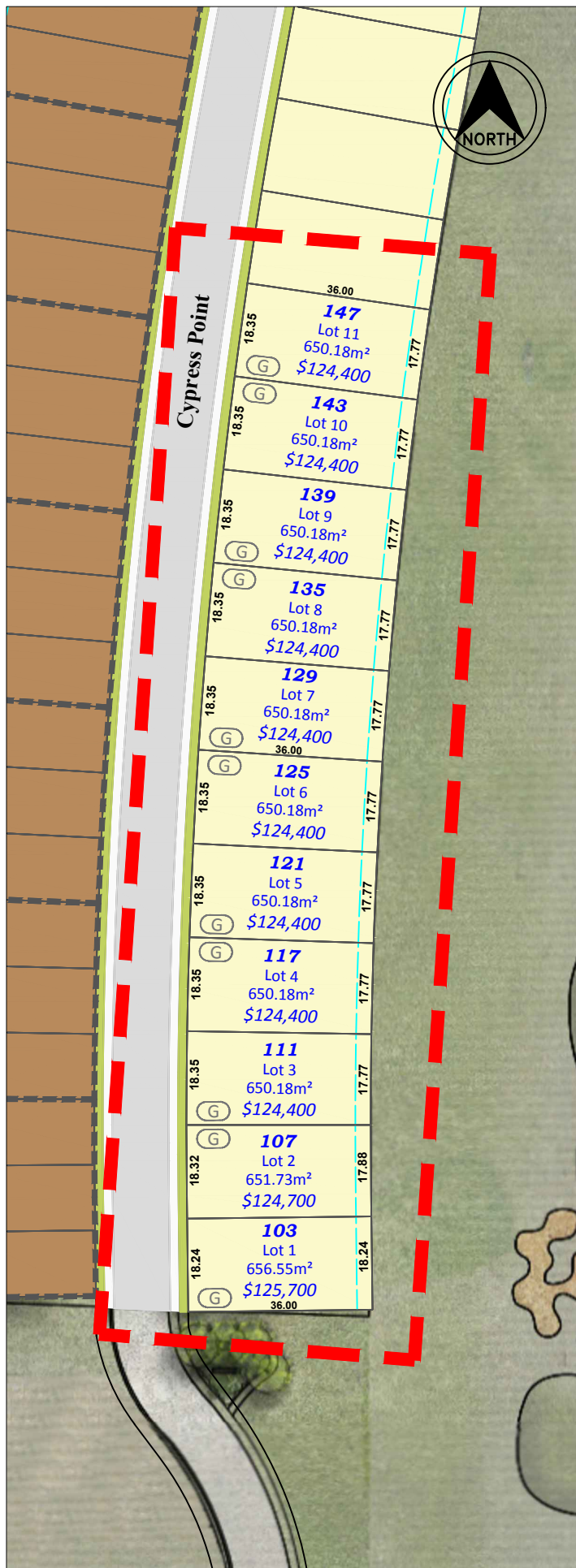
# CYPRESS POINT

## LOT SALES - EXPRESSION OF INTEREST

-  **Single-detached Homes**
-  **Semi-detached Duplexes**
-  **Three-unit Townhouses**
-  Utility Easement (City)
-  Utility Easement (Gas)
- 555** Civic Address Number
-  Driveway/Garage Location

### Plan #1 of 6

The metric dimensions shown on this plan are approximate and may be subject to change pending final legal survey.



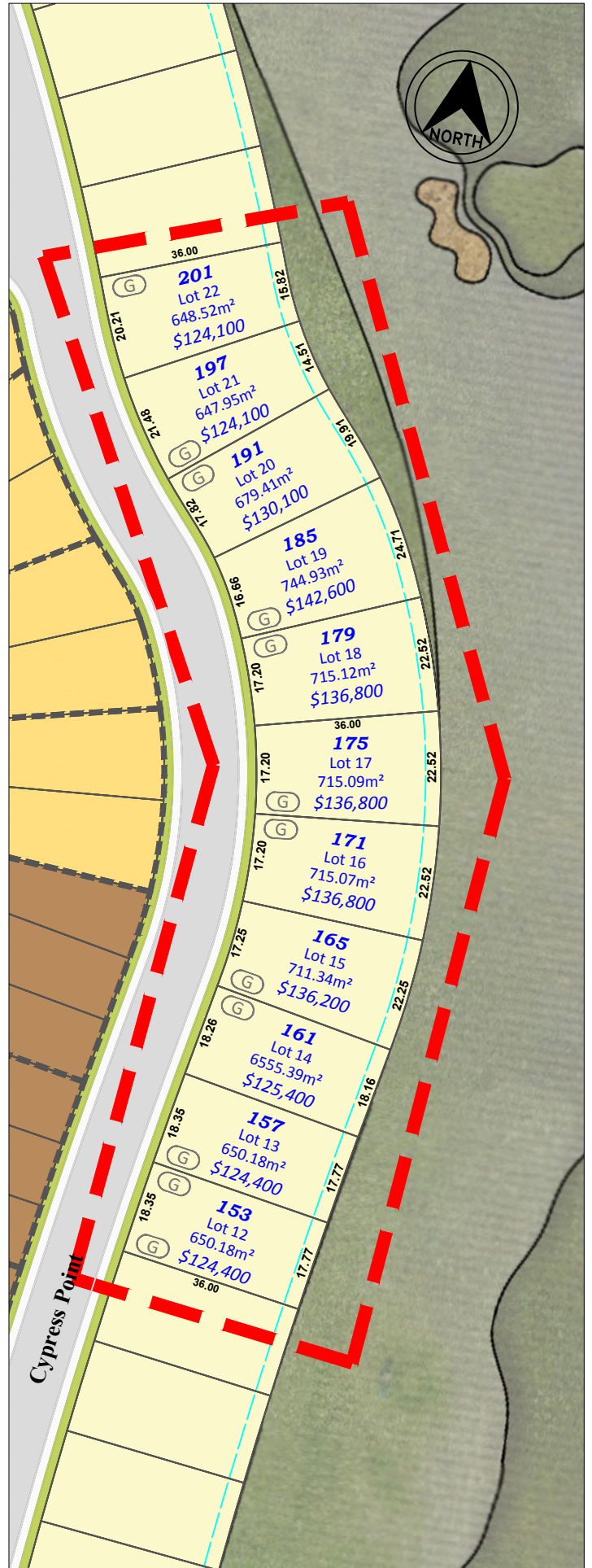
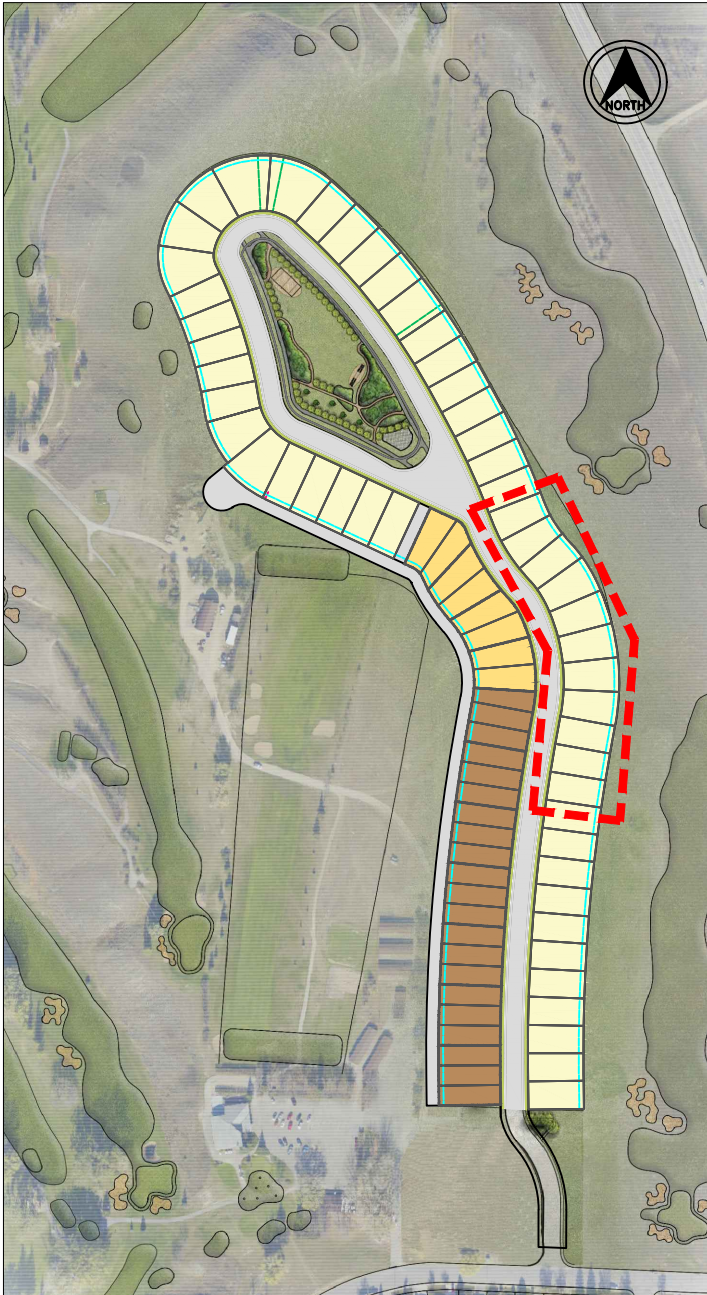
# CYPRESS POINT

## LOT SALES - EXPRESSION OF INTEREST

- Single-detached Homes**
- Semi-detached Duplexes**
- Three-unit Townhouses**
- Utility Easement (City)
- Utility Easement (Gas)
- 555** Civic Address Number
- G Driveway/Garage Location







### Plan #2 of 6

The metric dimensions shown on this plan are approximate and may be subject to change pending final legal survey.



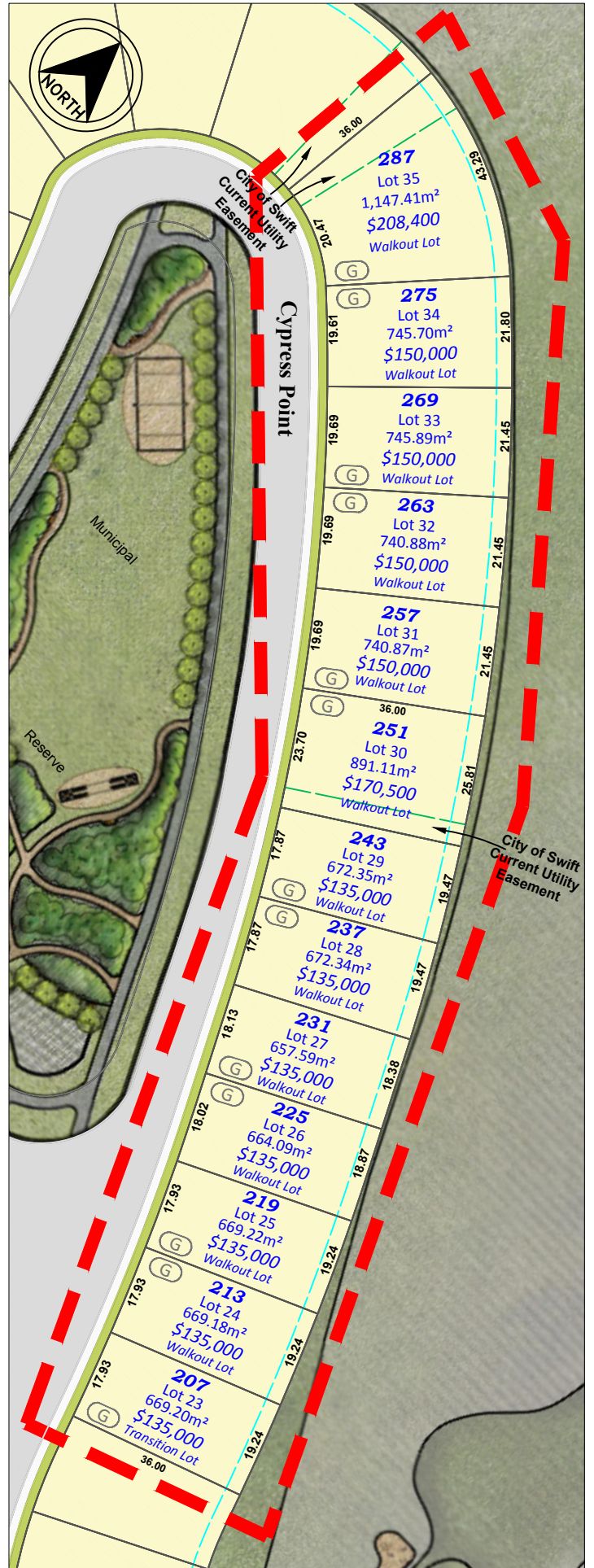
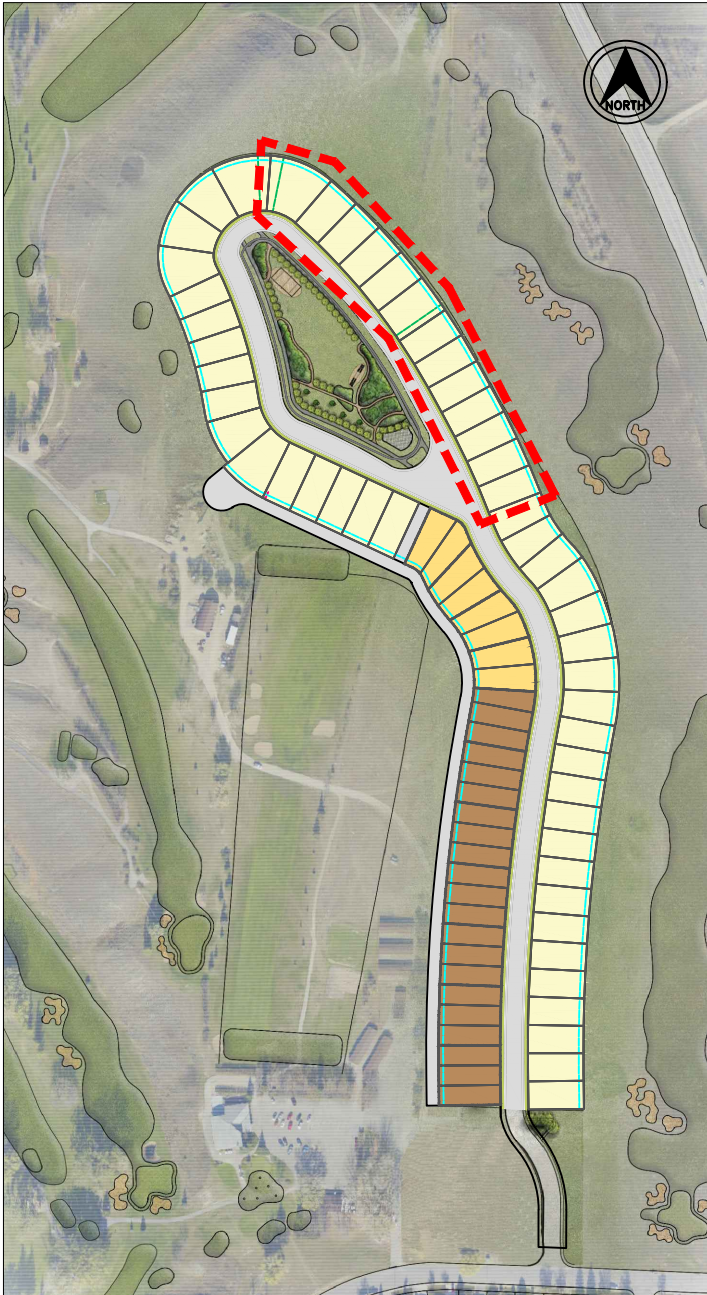
# CYPRESS POINT

## LOT SALES - EXPRESSION OF INTEREST

-  Single-detached Homes
-  Semi-detached Duplexes
-  Three-unit Townhouses
-  Utility Easement (City)
-  Utility Easement (Gas)
- 555** Civic Address Number
-  Driveway/Garage Location

### Plan #3 of 6

The metric dimensions shown on this plan are approximate and may be subject to change pending final legal survey.



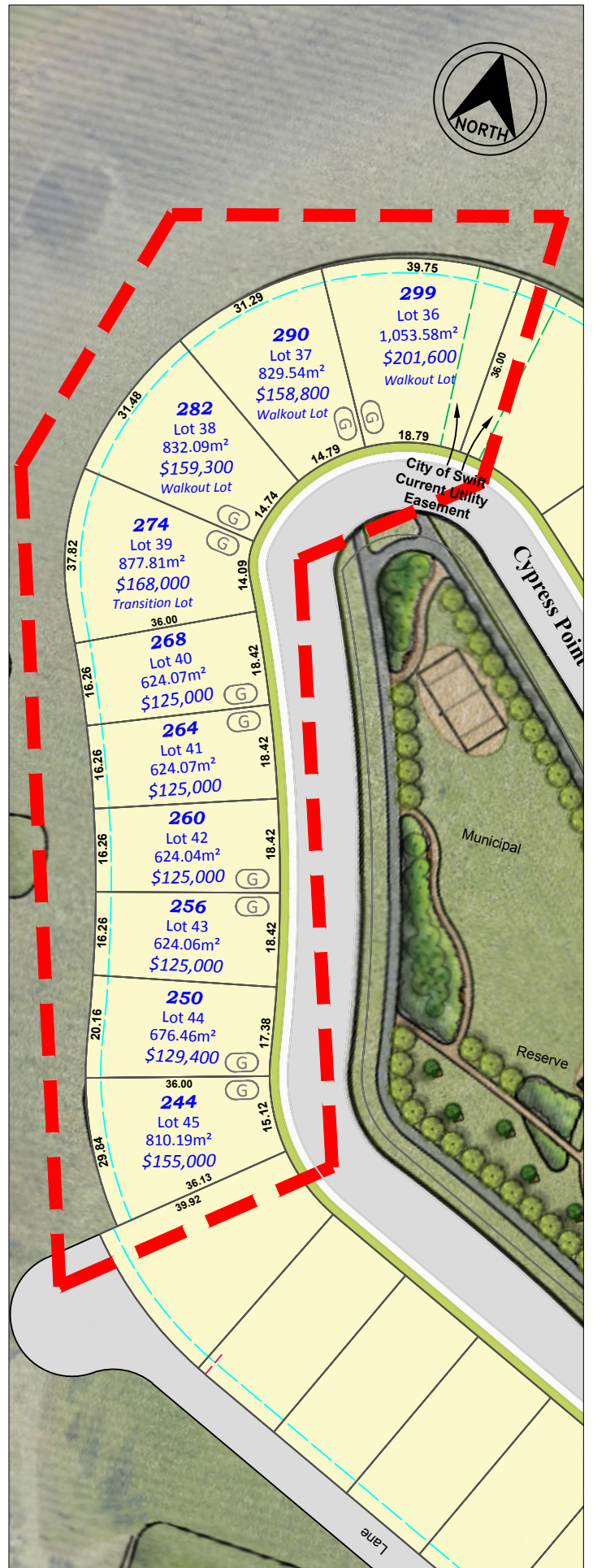
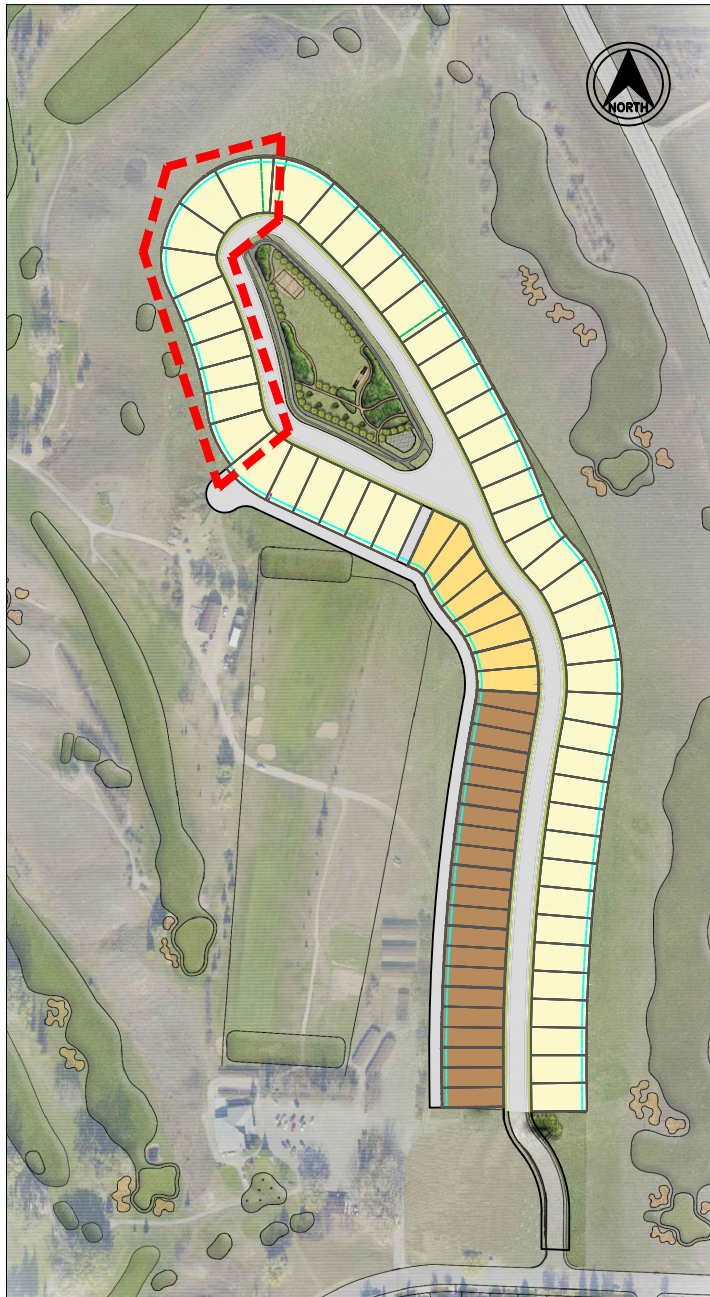
# CYPRESS POINT

## LOT SALES - EXPRESSION OF INTEREST

- Single-detached Homes**
- Semi-detached Duplexes**
- Three-unit Townhouses**
- Utility Easement (City)
- Utility Easement (Gas)
- 555** Civic Address Number
- G Driveway/Garage Location

### Plan #4 of 6

The metric dimensions shown on this plan are approximate and may be subject to change pending final legal survey.



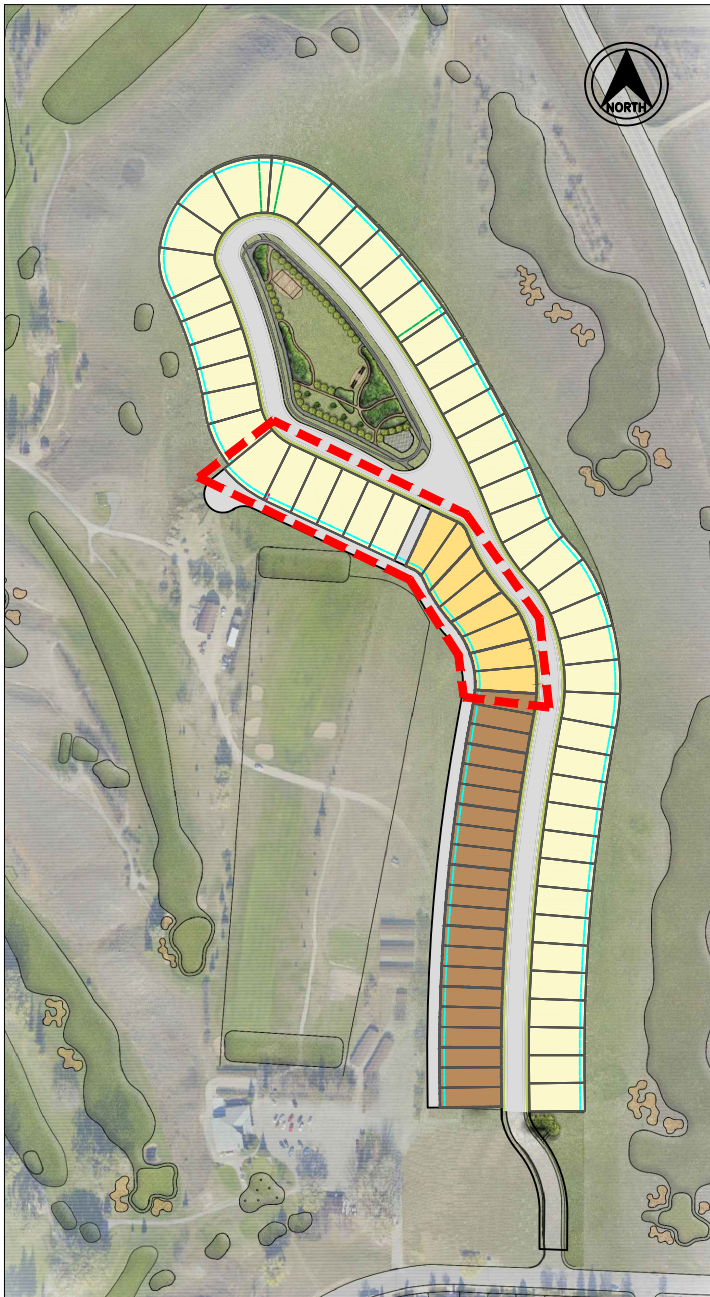
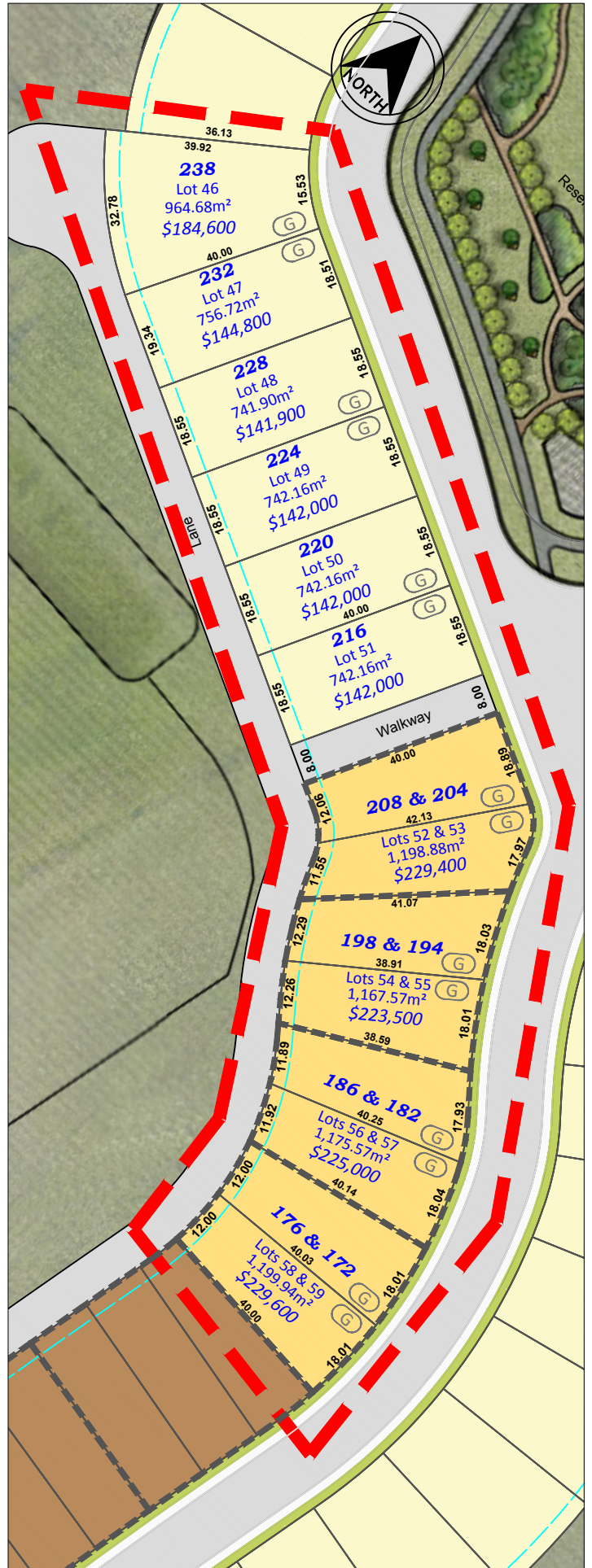
# CYPRESS POINT

## LOT SALES - EXPRESSION OF INTEREST

- Single-detached Homes**
- Semi-detached Duplexes**
- Three-unit Townhouses**
- Utility Easement (City)
- Utility Easement (Gas)
- 555** Civic Address Number
- G Driveway/Garage Location







### Plan #5 of 6

The metric dimensions shown on this plan are approximate and may be subject to change pending final legal survey.



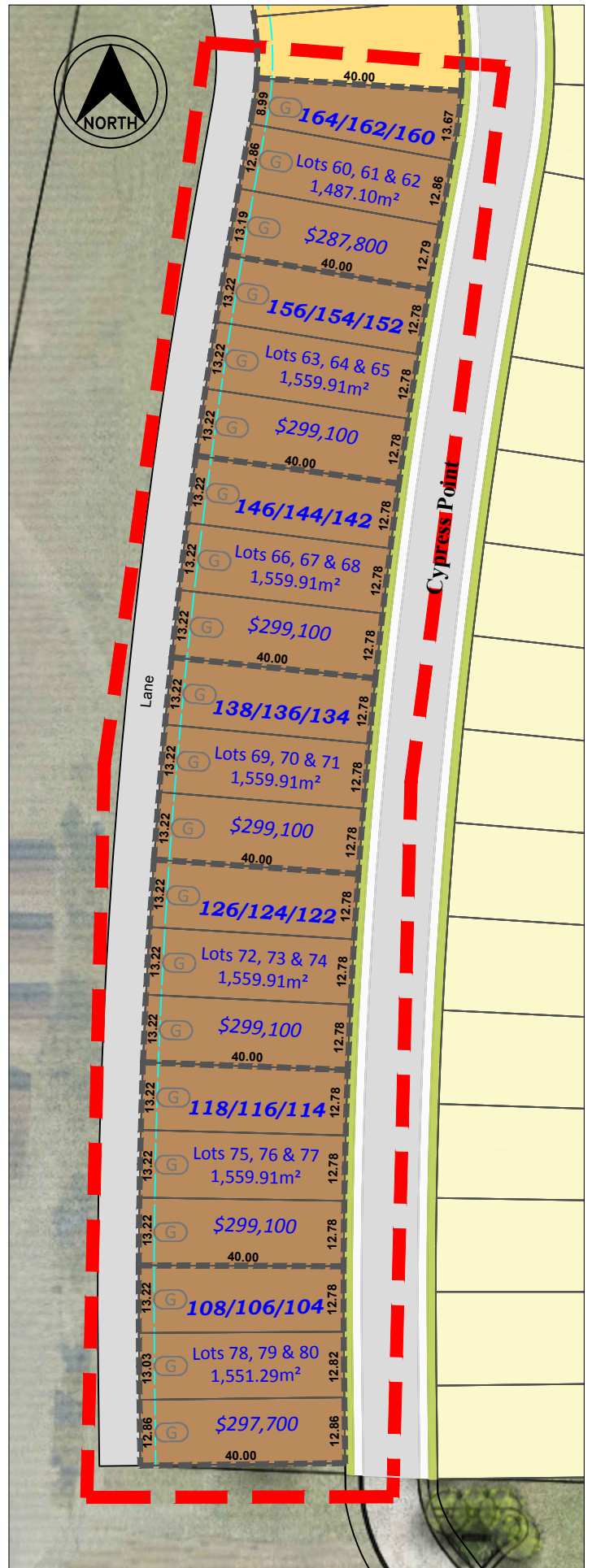
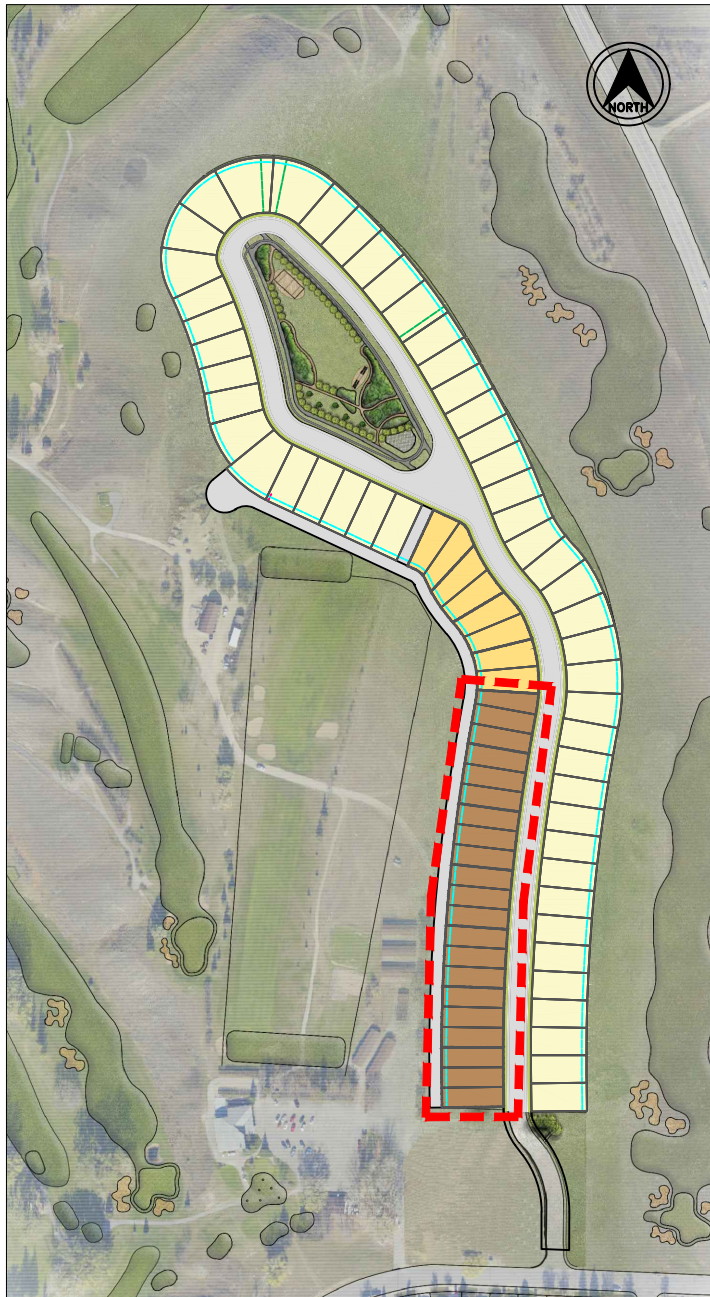
# CYPRESS POINT

## LOT SALES - EXPRESSION OF INTEREST

-  Single-detached Homes
-  Semi-detached Duplexes
-  Three-unit Townhouses
-  Utility Easement (City)
-  Utility Easement (Gas)
- 555** Civic Address Number
-  Driveway/Garage Location

### Plan #6 of 6

The metric dimensions shown on this plan are approximate and may be subject to change pending final legal survey.





**AGREEMENT MADE IN DUPLICATE THIS (insert purchase date here)**

**BETWEEN:**

**CITY OF SWIFT CURRENT**

**(HEREINAFTER CALLED THE "VENDOR")**

**- AND –**

**\***

**SWIFT CURRENT, SASKATCHEWAN**

**(HEREINAFTER CALLED THE "PURCHASER")**

The Vendor AGREES to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor the following lands:

LOT  
BLOCK  
PLAN

CIVIC ADDRESS

for the price of

plus GST in the sum of

for a total of

**THE VENDOR AND THE PURCHASER FURTHER COVENANT AND AGREE AS FOLLOWS:**

1. **PAYMENT OF PURCHASE PRICE:**

The purchase price shall be paid in full on the date of this Agreement. Provided however, in the event that the Purchaser intends to pay for all or a portion of the purchase price, through mortgage proceeds, the City agrees to execute this Agreement and provide a transfer to the Purchaser's lawyer on appropriate trust conditions. No fees will be charged by the City for registration of transfer of title under these circumstances.

2. **BUILDING COMMITMENT:**

The City acknowledges that all lots are not serviced at the time of sale. The purchaser undertakes and agrees to commence the construction (as defined herein) of a dwelling house on the said property within 365 days from the date the lot is fully serviced. The City will send the purchaser, by registered mail, a letter indicating when their lot has been fully serviced. The Purchaser is deemed to have complied with this undertaking if a building permit has been issued by the City of Swift Current for the construction of a dwelling house on the said property, and

**EITHER**

(a) all basement concrete walls have been poured and all of the floor joists are installed, or

(b) all treated wood basement walls are constructed and all floor joists are installed.

If the purchase of a lot takes place between December 1<sup>st</sup> and February 29<sup>th</sup>, the 365 days begins on March 1<sup>st</sup>.

3. **FAILURE TO COMMENCE OR COMPLETE CONSTRUCTION AS DEFINED HEREIN:**

The Purchaser acknowledges that the sale of the said property is made upon terms favorable to the Purchaser and the sale is made for the accommodation and benefit of the Purchaser. The Purchaser further acknowledges that the Vendor is entitled to recourse in the event that construction on the said property is not commenced or completed within the deadline periods aforesaid. Accordingly, the parties herein mutually agree as follows:

(a) In consideration of the sale of the property by the Vendor to the Purchaser, upon the generous terms of payment set out in this Agreement, the Purchaser hereby gives to the Vendor, subject to the terms and conditions set out herein, an option to purchase through a 25% non-refundable deposit for the said property with the balance of the lot payment made at the time of title transfer or by May 2, 2016, whichever is first. IF THE PURCHASER SHALL FAIL TO COMMENCE CONSTRUCTION in accordance with paragraph 2 hereof (Building Commitment).

- (i) The Vendor may exercise this option by delivering to or sending by registered mail to the Purchaser at the Purchaser's address for notice given herein, a letter of confirmation together with a transfer authorization to transfer title to the Vendor. The Purchaser shall promptly sign and return the transfer authorization to the Vendor.
- (ii) The purchase price shall be the cost of the original lot less the 25% non-refundable deposit. The Vendor shall pay this amount upon transfer of title to the Vendor.
- (iii) The Vendor shall be entitled to have possession of the said property on the 15<sup>th</sup> day following the date of exercise of this option by the Vendor and taxes and rents shall be adjusted as of the date fixed for possession as aforesaid.

(b) Notwithstanding anything to the contrary, if the Purchaser has not completed construction of a dwelling within 36 months from the date of this Agreement, the

Vendor shall have the right to exercise an option to purchase the property for the purchase price less the Elmwood Golf course renovation premium, less administration and financing fees of \$10,000 and may cancel and terminate this Agreement, and shall have the right to retain as damages any monies paid pursuant to this Agreement.

(c) Notwithstanding clauses 2, 3(a) and 3(b), the Vendor has the sole discretion to extend the times for commencement and completion indicated therein. The exercise of this discretion shall not be reviewable by a court of law or otherwise. In the event of an extension of time, all other provisions of the agreement will continue to apply without modification except as necessitated by the change of times for commencement and/or completion.”

**ARCHITECTURAL CONTROLS:**

4. This land is located in the Cypress Point Subdivision. The Builder or Contractor agrees to build a single family dwelling on this land in accordance with the architectural controls set out in Schedule “A” attached to this agreement. In the event the Purchaser fails to comply with the conditions set out in the said controls then:

(a) the purchaser shall be liable to the vendor for the sum of \$30,000.00 as liquidated damages. The parties agree said damages are reasonable.

(b) the purchaser shall be ineligible to purchase any other lots within any subdivision with the City that is subject to architectural controls.

**POSSESSION OF LAND:**

5. The Purchaser shall have the right to possession of said lands from the date of transfer of title.

**TAXES:**

6. (a) The Purchaser shall assume the payment of taxes from the date of transfer of title, and shall pay the balance of the current year's taxes on the date of this Agreement.

(b) Should the Purchaser terminate this agreement with the consent of the Vendor, or should the Vendor exercise the option to purchase pursuant to Clause 3(a), or should the Vendor cancel the agreement pursuant to Clause 3(b), the Purchaser shall be responsible for the payment of taxes from the date of this Agreement until the date the Vendor retakes possession.

**TRANSFER OF TITLE:**

7. Registration of transfer of title will be completed by the City and shall be the responsibility of the Purchaser. The cost of registration shall be 0.3% of sale price of lot plus a \$115.00 Administration fee, plus GST. Such cost shall be paid at the same time as payment in full for purchase of the property.

**IMPROVEMENTS:**

8. It is agreed that all improvements now or hereafter placed upon said lands and premises shall remain thereon and not be removed or destroyed until final payment has been made for said lands and premises.

9. Time shall be of the essence of this Agreement.
10. Any notice required or permitted to be given by either party hereto must be in writing and may be given by mailing the same by prepaid registered mail or delivering the same to:
  - (a) The Vendor  
City of Swift Current  
Box 340  
Swift Current, Saskatchewan  
S9H 3W1
  - (b) The Purchaser
11. It is agreed that the waiver by the Vendor of the strict performance of any covenant, condition or stipulation herein contained shall not of itself constitute a waiver of or abrogate such covenant, condition or stipulation nor be a waiver of any subsequent breach of the same, or any other covenant, condition, or stipulation nor be a waiver of any subsequent breach of the same, or any other covenant, condition or stipulation.
12. No assignment of this Agreement shall be valid unless the same shall be for the entire interest of the Purchaser and shall be approved and countersigned by the Vendor.
13. The Vendor shall have the right to register and maintain an interest on title until all conditions of this agreement are fulfilled. Upon fulfillment, the Vendor will discharge the interest from title.

**IN WITNESS WHEREOF** the parties hereto have hereunder set their respective hands and seals the day and year first above written.

**SIGNED, SEALED AND DELIVERED )**  
**in the presence of )**  
**)**

\_\_\_\_\_

\_\_\_\_\_

**(Seal)**

**CITY OF SWIFT CURRENT**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**

AFFIDAVIT OF EXECUTION

CANADA )  
PROVINCE OF SASKATCHEWAN )  
TO WIT: ) I,  
 ) of the City of Swift Current  
 ) in the Province of Saskatchewan  
 ) MAKE OATH AND SAY:

1. I was personally present and did see \_\_\_\_\_ named in the within instrument who is (are) personally known to me to be the person(s) named therein, duly sign and execute the same for the purposes named therein.
2. THAT the same was executed at Swift Current in the Province of Saskatchewan and that I am the subscribing witness thereto.
3. THAT I know the said and he (she, each) is in my belief of the full age of eighteen years.

SWORN before me at Swift Current )  
in the Province of Saskatchewan )  
this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20 )  
 )

\_\_\_\_\_  
Province of Saskatchewan.  
My Commission expires

\_\_\_\_\_





## TRANSFER OF TITLE AUTHORIZATION FOR REGISTRATION

We, the undersigned, do hereby authorize the City of Swift Current to transfer

Lot: \_\_\_\_\_\*

Block: \_\_\_\_\_\*

Plan: \_\_\_\_\_\*

Civic Address: \_\_\_\_\_\*

in the following manner.

***Check one of the following:***

- Tenant in Common
  
- Joint Tenants
  
- Joint Tenants with no survivorship

**Purchasers:**

\*

\_\_\_\_\_

\_\_\_\_\_

(Signature)

\*

\_\_\_\_\_

(Signature)

**Witness:**

\_\_\_\_\_

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Signature)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**AGREEMENT MADE IN DUPLICATE THIS**

**BETWEEN:**

**CITY OF SWIFT CURRENT**

**(HEREINAFTER CALLED THE "VENDOR")**

**- AND -**

**\*\***

**(HEREINAFTER CALLED THE "PURCHASER")**

The Vendor AGREES to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor the following lands:

LOT           \*  
BLOCK       \*  
PLAN         \*\*\*

CIVIC ADDRESS: \*\*\*

for the price of \*\*\*

plus GST in the sum of \*\*\*

for a total of \*\*\*

**THE VENDOR AND THE PURCHASER FURTHER COVENANT AND AGREE AS FOLLOWS:**

1. **Purchaser:**

For the purpose of this agreement, purchaser shall mean a contractor or builder licensed to do business in the City of Swift Current.

2. **PAYMENT OF PURCHASE PRICE:**

The Purchaser shall pay the purchase price as follows:

(a) The sum of 35% of listed lot price plus GST, upon signing this Agreement.  
GST # \*\*\*

(b) (i) The balance upon the earlier date of the occupancy (whether partial or full) of any part or parts of the residence constructed on the said property or,

(ii) thirty six (36) months from the date of this Agreement.

3. **INTEREST:**

Except, as provided herein, no interest shall be payable by the Purchaser. If payment of the balance of the purchase price is not made in accordance with the provisions of Clause 1, the Purchaser covenants to pay interest on the balance of the purchase price remaining unpaid at the rate of twelve (12%) per cent per annum calculated retroactively to the date of this Agreement for Sale until the full amount of the purchase price has been paid.

4. **BUILDING COMMITMENT:**

The City acknowledges that all lots are not serviced at the time of sale. The purchaser undertakes and agrees to commence the construction (as defined herein) of a dwelling house on the said property within 365 days from the date the lot is fully serviced. The City will send the purchaser, by registered mail, a letter indicating when their lot has been fully serviced. The Purchaser is deemed to have complied with this undertaking if a building permit has been issued by the City of Swift Current for the construction of a dwelling house on the said property, and

**EITHER**

(a) all basement concrete walls have been poured and all of the floor joists are installed, or

(b) all treated wood basement walls are constructed and all floor joists are installed.

If the purchase of a lot takes place between December 1<sup>st</sup> and February 29<sup>th</sup>, the 365 days begins on March 1<sup>st</sup>.

5. **FAILURE TO COMMENCE OR COMPLETE CONSTRUCTION AS DEFINED HEREIN:**

The Purchaser acknowledges that the sale of the said property is made upon terms favorable to the Purchaser and the sale is made for the accommodation and benefit of the Purchaser. The Purchaser further acknowledges that the Vendor is entitled to recourse in the event that construction on the said property is not commenced or completed within the deadline periods aforesaid. Accordingly, the parties herein mutually agree as follows:

(a) IF THE PURCHASER SHALL FAIL TO COMMENCE CONSTRUCTION in accordance with paragraph 2 hereof (Building Commitment).

- (i) The Vendor may exercise this option by delivering to or sending by registered mail to the Purchaser at the Purchaser's address for notice given herein, a letter of confirmation together with a transfer authorization to transfer title to the Vendor. The Purchaser shall promptly sign and return the transfer authorization to the Vendor.
- (ii) The purchase price shall be the cost of the deposit less 12%. The Vendor shall pay this amount upon transfer of title to the Vendor.
- (iii) The Vendor shall be entitled to have possession of the said property on the 15<sup>th</sup> day following the date of exercise of this option by the Vendor and taxes and rents shall be adjusted as of the date fixed for possession as aforesaid.

(b) Notwithstanding anything to the contrary, if the Purchaser has not completed construction of a dwelling within 36 months from the date of this Agreement, the Vendor shall have the right to exercise an option to purchase the property for the deposit amount less 12% and may cancel and terminate this Agreement, and shall have the right to retain as damages any monies paid pursuant to this Agreement.

(c) Notwithstanding clauses 2, 3(a) and 3(b), the Vendor has the sole discretion to extend the times for commencement and completion indicated therein. The exercise of this discretion shall not be reviewable by a court of law or otherwise. In the event of an extension of time, all other provisions of the agreement will continue to apply without modification except as necessitated by the change of times for commencement and/or completion.”

**ARCHITECTURAL CONTROLS:**

6. This land is located in the Cypress Point Subdivision. The Builder or Contractor agrees to build a single family dwelling on this land in accordance with the architectural controls set out in Schedule “A” attached to this agreement. In the event the Purchaser fails to comply with the conditions set out in the said controls then:

(a) the purchaser shall be liable to the vendor for the sum of \$30,000.00 as liquidated damages. The parties agree said damages are reasonable.

(b) the purchaser shall be ineligible to purchase any other lots within any subdivision with the City that is subject to architectural controls.

**POSSESSION OF LAND:**

7. The Purchaser shall on the have the right to possession of said lands.

**TAXES:**

8. (a) The Purchaser shall assume the payment of taxes from the date of possession and shall pay the balance of the current year's taxes on the date of this Agreement.  
  
(b) Should the Purchaser terminate this agreement with the consent of the Vendor, or should the Vendor exercise the option to purchase pursuant to Clause 4(a), or should the Vendor cancel the agreement pursuant to Clause 4(b), the Purchaser shall be responsible for the payment of taxes from the date of this Agreement until the date the Vendor retakes possession.

**TRANSFER OF TITLE:**

9. Registration of transfer of title will be completed by the City and shall be the responsibility of the Purchaser. The cost of registration shall be 0.3% of sale price of lot plus a \$115.00 Administration fee, plus GST. Such cost shall be paid at the same time as payment in full for purchase of the property.

**IMPROVEMENTS:**

10. It is agreed that all improvements now or hereafter placed upon said lands and premises shall remain thereon and not be removed or destroyed until final payment has been made for said lands and premises.
  
11. Time shall be of the essence of this Agreement.

12. Any notice required or permitted to be given by either party hereto must be in writing and may be given by mailing the same by prepaid registered mail or delivering the same to:
  - (a) The Vendor  
City of Swift Current  
Box 340  
Swift Current, Saskatchewan  
S9H 3W1
  - (b) The Purchaser
  
13. It is agreed that the waiver by the Vendor of the strict performance of any covenant, condition or stipulation herein contained shall not of itself constitute a waiver of or abrogate such covenant, condition or stipulation nor be a waiver of any subsequent breach of the same, or any other covenant, condition, or stipulation nor be a waiver of any subsequent breach of the same, or any other covenant, condition or stipulation.
  
14. No assignment of this Agreement shall be valid unless the same shall be for the entire interest of the Purchaser and shall be approved and countersigned by the Vendor.
  
15. The Vendor shall have the right to register and maintain an interest on title until all conditions of this agreement are fulfilled. Upon fulfillment, the Vendor will discharge the interest from title.

**IN WITNESS WHEREOF** the parties hereto have hereunder set their respective hands and seals the day and year first above written.

**SIGNED, SEALED AND DELIVERED** )  
in the presence of )  
 )

\_\_\_\_\_

\_\_\_\_\_  
**Rocky Vossler**

**(Seal)**

**CITY OF SWIFT CURRENT**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**



AFFIDAVIT OF EXECUTION

CANADA ) I, Rocky Vossler
PROVINCE OF SASKATCHEWAN ) of the City of Swift Current
) in the Province of Saskatchewan
TO WIT: ) MAKE OATH AND SAY:

- 1. I was personally present and did see \*\* named in the within instrument who is (are) personally known to me to be the person(s) named therein, duly sign and execute the same for the purposes named therein.
2. THAT the same was executed at Swift Current in the Province of Saskatchewan and that I am the subscribing witness thereto.
3. THAT I know the said and he (she, each) is in my belief of the full age of eighteen years.

SWORN before me at Swift Current )
in the Province of Saskatchewan )
this day of A.D. 20 )

Province of Saskatchewan.
My Commission expires

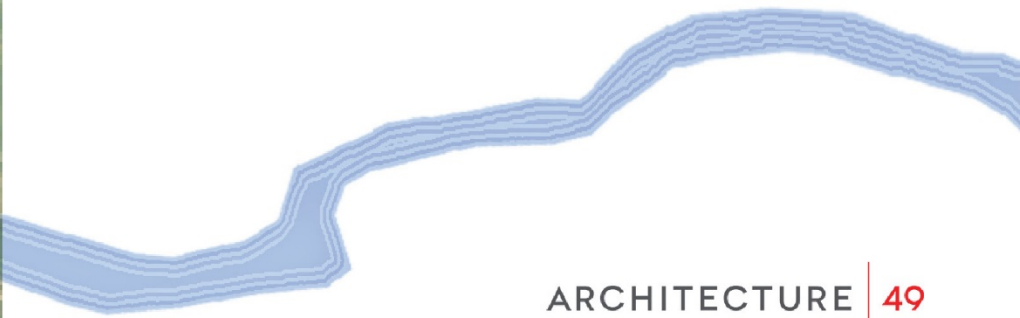
Rocky Vossler



CITY OF SWIFT CURRENT

CYPRESS POINT COMMUNITY  
SWIFT CURRENT, SK

ARCHITECTURAL CONTROLS



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# 1.0 INTRODUCTION

## 1.1 Cypress Point Community:

Located on the eastern edge of the City of Swift Current and situated in the midst of an 18-hole championship golf course, resides the new Cypress Point Community. Surrounded on all sides by idyllic views, the neighbourhood will boast a two acre park for active living, over half of a kilometer of multi-use paths and trails, a children's playground, and a family picnic area where features such as lighting, site furniture and landscaping will be selected for their appealing charm. To compliment Cypress Point's picturesque location, through the use of architectural controls it is also intended that the homes in this community will be of an equally distinguished character.



## 1.2 Housing Types:

Cypress Point Community will have, available for development, fifty-one (51) single family lots, twenty-one (21) multi-family lots and eight (8) lots for semi-detached homes. All lots and development types will be subject to these guidelines although in some cases, unique controls will apply for each type. In addition to this, several single family lots will be designated for high profile walkout basements which require unique guidelines, as well as corner lots or lots with rear driveways.

## 1.3 Scope and Intent of These Guidelines:

It is the primary objective of these guidelines to promote and uphold a strong sense of quality, cohesion and style in the neighbourhood. To achieve this, a unified vision has been developed in order to define parameters within which the homes of Cypress Point must adhere. These guidelines are not intended to limit creativity, but rather to enhance it. When complete, each home will be unique in their own right, yet in complete harmony within the greater community.

# 1.0 INTRODUCTION

## 1.4 Architectural Vision:

The architectural vision for Cypress Point is to create a neighbourhood that appears established and time honoured. To accomplish this in a new development, a number of historical architectural styles will be applied to the homes. These iconic styles were selected to represent both the regional aesthetics as well as the City of Swift Current's bygone eras. In this way, the housing will reflect a more traditional elegance achieved through the careful application of the appropriate materials, details, and quality of implementation. All design submissions for Cypress Point will be required to adhere to one of the acceptable styles: Craftsman style, Prairie style, Mid-Century Modern style or Victorian style. The rustic and horizontal features of both the Craftsman and Prairie styles speak to the spirit of place on North America's Great Plains. While the Mid-Century Modern and the Victorian styles represent periods of the City's historical development. Collectively, using these styles to guide design in the community, Cypress Point will certainly stand out as a unique development. Contemporary and post-modern designs are not consistent with the architectural vision and will not be permitted. A more in depth description of each acceptable style will be explained in Section 2 of this document.

In addition to style based guidelines, Cypress Point will also incorporate form and material guidelines. These controls will address supplemental requirements such as setbacks, massing and elevations as well as exterior finishes and architectural detailing. Site and landscaping guidelines will be explained in greater depth in subsequent sections of this document.

### Important Note:

The image examples used in this section are selected to illustrate style and proportions, and do not establish specific expectations concerning size, materials and finishes within the neighbourhood. The illustrations may contain certain elements that are not acceptable and in the event that elements within these illustrations contradict specific guidelines, the letter of the guidelines will prevail. The intent within these illustrations is to depict the over-arching style rather than specify all of the acceptable elements.

# 2.0 ARCHITECTURAL STYLE GUIDE

## 2.1 Acceptable Architectural Styles:

### Craftsman Style

American Craftsman

American Arts and Crafts



The Craftsman style was developed in the late 19<sup>th</sup> century from the Arts and Crafts movement that began several decades prior. Both styles were a reaction to the gaining momentum of the Industrial Revolution in which modernization and mass production were perceived as replacing the individual worker and all things handcrafted. Aesthetically, the style emphasized uniqueness and celebrated the skilled labour required to produce such things especially in woodworking, masonry and metalcraft, and trades that were commonly present in Craftsman homes. Initially, the Craftsman home was a more costly construction as the materials and labour came at a higher price however the arrival of the “Craftsman Bungalow” style began to address this by simplifying form, reducing ornamentation and opting for local materials rather than imports. In America, these modest homes grew in popularity along with the rapidly expanding middle class.

#### Main Features of the Craftsman Style Home

- Expansive low pitched, gable roofs with deep overhanging eaves and dormers
- Exposed structural elements, such as rafter tails, beams and knee brackets
- Full width front porch beneath extension of main roof
- Tapered, square columns supporting roof
- 4-over-1 or 6-over-1 double-hung windows with bold grillwork or muntins
- Asymmetrical plans
- Rich contrasts in textures favoring natural, locally available materials
- Primary materials often included wood siding, stucco or clinker brick
- Accent materials often included hand-crafted stonework and woodwork for trims, brackets and beams and cedar shake roofing.

# 2.0 ARCHITECTURAL STYLE GUIDE

## Prairie Style

Prairie School  
Chicago Style



The ambition of the Prairie style was to develop a style of architecture that would be intrinsic to North America both by reflecting a regional aesthetic and by adapting to a changing, more modern lifestyle. At the same time, it was a rejection of more classical architecture that was characterized by small compartmentalized rooms and out of fashion elements such as scullery kitchens, butler pantries and separate entrances and quarters for servants. Replacing these things were more modern elements such as kitchen nooks, informal dining rooms and large, open plan family rooms. The Prairie style home was characterized by broad horizontal forms which were well suited to the expansive North American landscape. Vernacular materials such as wood, stone and brick were preferred giving the home an organic look, or as stated by Frank Lloyd Wright, so that a house would appear as if it naturally grew from the site.

### Main Features of the Prairie Style Home

- Low-pitched roof lines, gabled or hipped roof with deeply overhanging eaves
- Asymmetrical forms with projecting wings and strong horizontal emphasis
- Open floor plans with a central chimney or hearth
- Clerestory or ribbons of windows with detailed grillwork and muntins and the occasional use of stained glass ornamented with natural patterns
- Primary materials often included wood siding, stucco, brick or other masonry
- Accent materials often included natural wood, stone and metalwork
- Restrained ornamentation such as friezes around windows and doors, or as bands under the eaves
- Strong indoor/outdoor connections and integrated with landscape and environment



# 2.0 ARCHITECTURAL STYLE GUIDE

## Mid-Century Modern Style

Ranch Style  
California Bungalow  
Rambler



The Mid-Century Modern style grew quickly in popularity in the Post-War period and was in some respect an acceptance of mass production. Its predominant use was in residential architecture with the main objective of bringing modernism into America's post-war suburbs and making way for the conveniences of that new life such as electric appliances, TV rooms and two car garages. This style emphasized the form follows function philosophy using post and beam construction eliminating the need for heavy bearing walls in favor of walls seemingly made of glass. The ample windows and open floor plans, began to open up the interior spaces making them bigger, brighter and more functional for living. The asymmetrical form of the house would often be a substitute for most forms of ornamentation. Elevations were often broken up into multiple planes with broad sweeping rooflines over a single story or split-level floor plan.

### Main Features of the Mid-Century Modern Style Home

- Asymmetrical forms with attached carports or enclosed garages
- Flat or low-pitched roof with simple sweeping lines
- Deeply overhanging eaves often extending outward as canopies, porches or verandas
- Exposed rafters and beams extend into the exterior as features
- Horizontal form but can include limited vertical details to emphasize corners, planes or features
- Open floor plans often on a single story or with changes in elevation such as sunken floors or split levels
- Large picture windows often made up of several panes separated by mullions or muntins.
- Post and beam construction
- Balanced use of multiple rustic, primary materials such as smooth stucco, brick, wood siding, and board and batten
- Simple ornamentation such as window detailing, contrasting materials, glass block, boldly coloured front doors, narrow wood posts or columns

## 2.0 ARCHITECTURAL STYLE GUIDE

### Victorian Style

Queen Anne Style

Folk Victorian

Victorian Stick Style



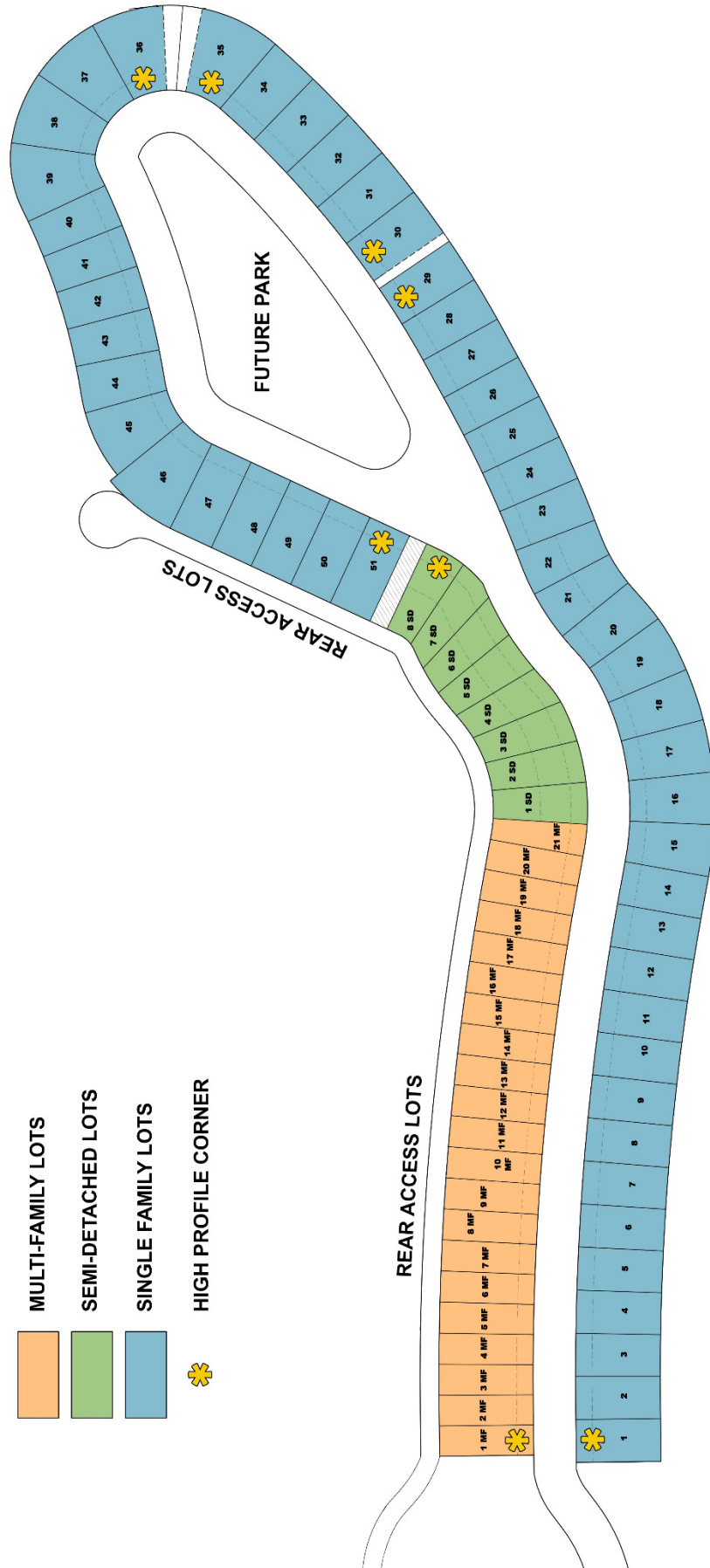
Under the umbrella of the Victorian style are several distinct but related styles that developed with an increasing attention to ornamentation. These include Italianate, Gothic Revival, Queen Anne, Stick Style and Eastlake. Many of these styles were popular in specific regions and were seldom built elsewhere, but the more common of these styles were built in towns and cities all across the continent. Popular from about 1870 to 1920 it is clear that this style was built on Gothic principles, while adapting to new construction technologies that were becoming available at the time, specifically a lighter and more flexible balloon framing technique that relied on the use of standard dimensioned lumber.

#### Main Features of the Victorian Style Home

- Asymmetrical forms with a vertical emphasis
- Steep and complex intersecting rooflines, often including features such as gables, cupolas, dormers, towers and turrets
- Shallow eaves that with exposed rafters or brackets for ornamentation rather than structural reasons
- Balloon frame construction with open floor plans on two or more stories
- Front entries have either covered porticos with columns or wrap around verandas
- Vertical windows often made up of several small panes and of varying sizes with some having arched headers with ornate trim or stained glass
- Primary material is wood. This can be siding, paneling, bargeboard, clapboard, board and batten or wood shingles, either as roofing or as a wall cladding. Stone or masonry is not uncommon but usually secondary to wood
- Some Victorian styles have complex ornamentation such as double-curved brackets, scrollwork trim, spindles, half-timbering, roof cresting, banded friezes, sunburst panels, fish scale shingles, pendant and crossbar motifs in the gable

# 2.0 ARCHITECTURAL STYLE GUIDE

## 2.2 Community Plan:



# 3.0 GENERAL GUIDELINES

## 3.1 Siting Requirements:

The following setback requirements are intended to facilitate the development of a more tightly knit, walkable neighbourhood. By bringing the houses forward with shorter front setbacks, more opportunities for front yard living are created, providing a greater sense of community. Subsequently, rear yards will feel more spacious and better integrated into the golf course context.

### Front yard:

For all single family, detached homes and semi-detached duplexes the setback shall be from 5.5 metres (18') to 6.4 metres (21') from the front plane of the house to the property line. For all multi-family units, the setback shall be from 4.9 metres (16') to 5.4 metres (18') from the front plane of the house to the property line.

### Rear yard:

The setback shall be a minimum of 8.0 metres (25') from property line for all principal buildings.

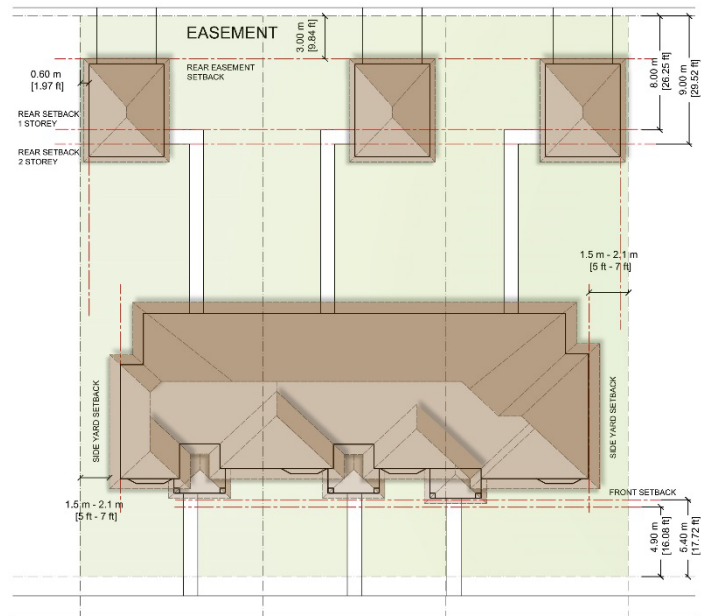
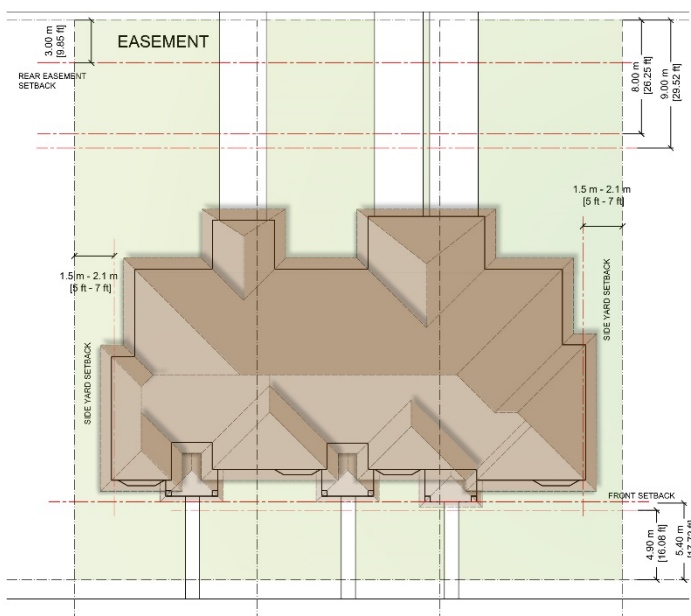
### Side yard:

The setback shall be from 1.5 metres (5') to 2.1 metres (7') from the property line for all homes. Cantilevered portions of the side elevations may encroach over this setback but must not account for more than 30% of the total area of the elevation. Cantilevers must be setback 2.4 metres (8') from the front corner of the house.

## 3.2 Typical Lot Layout Plans:

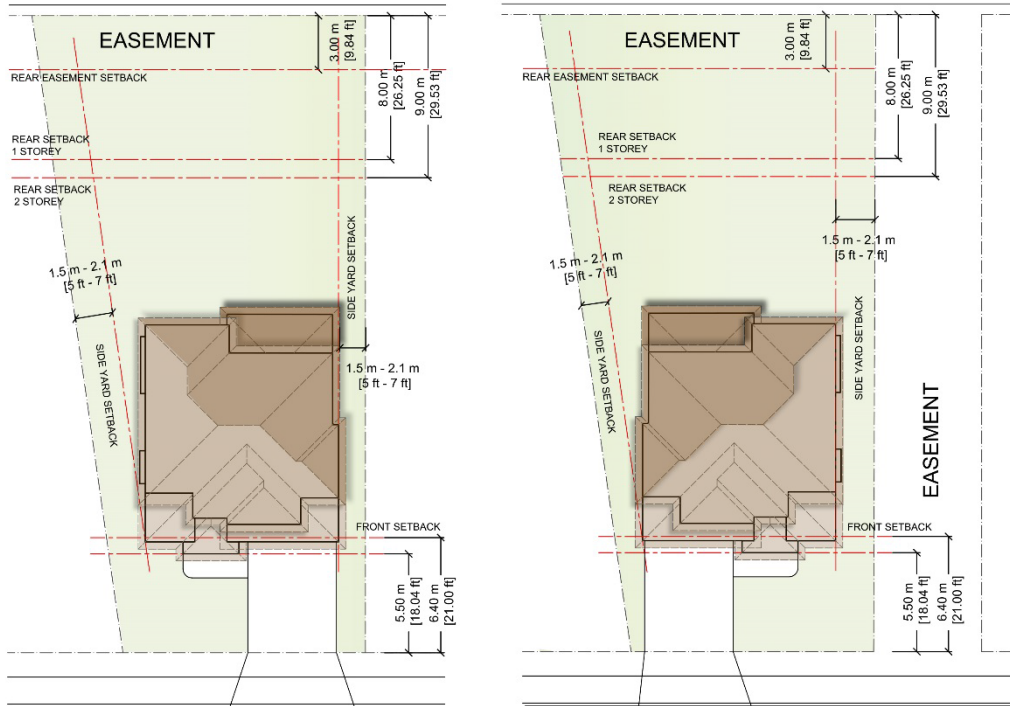
Important Note: The image examples used in this section are intended to depict zoning requirements and setbacks. They should not be referenced for housing layouts may contain design elements that are not acceptable. In the event that elements within these illustrations contradict specific guidelines, the letter of the guidelines will prevail.

### 3.2.1 Three Unit Town Home – Rear Attached & Detached Garage

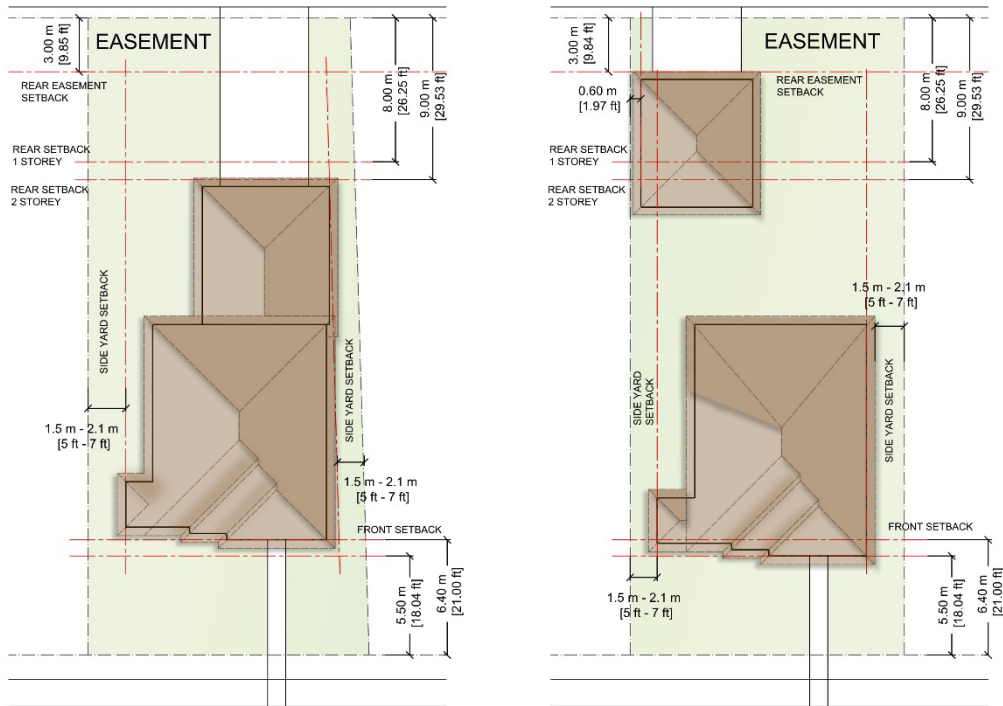


# 3.0 GENERAL GUIDELINES

## 3.2.2 Single Family Home – Front Garage & Corner Lot Condition

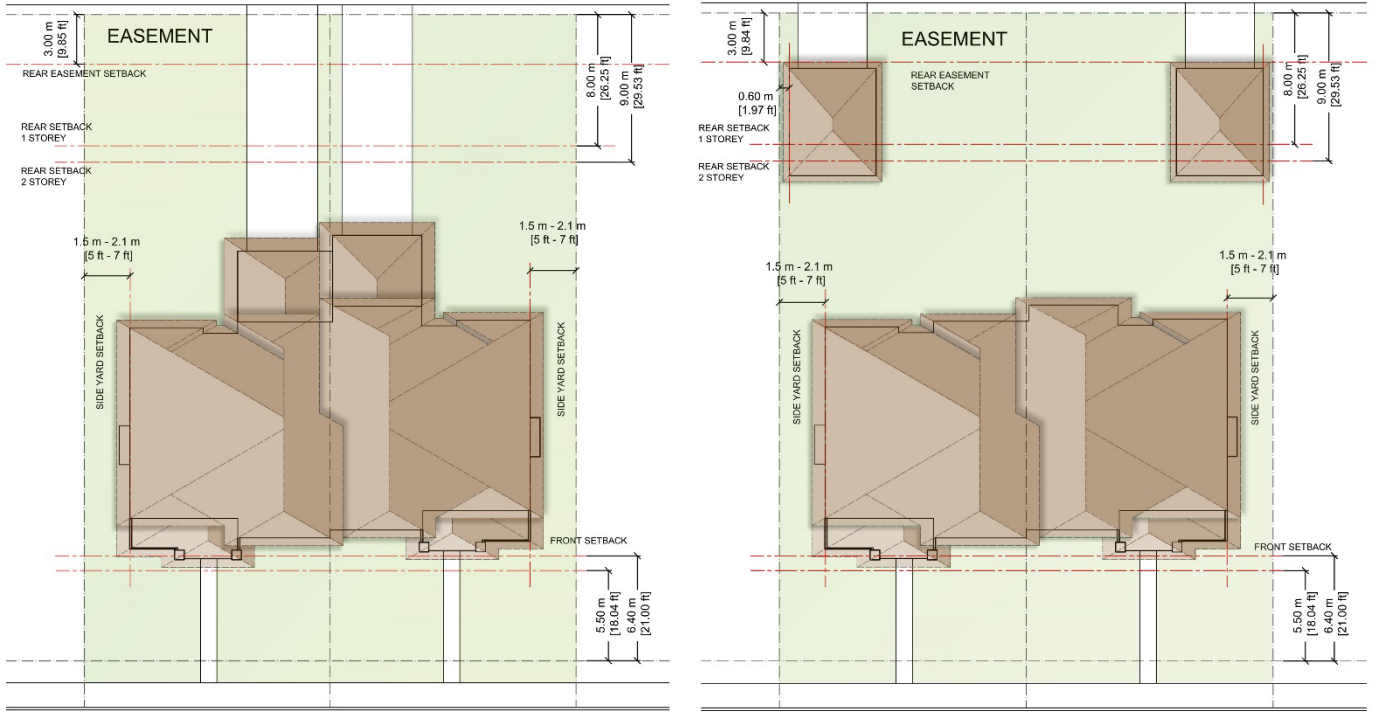


## 3.2.3 Single Family Home – Rear Attached & Detached Garage

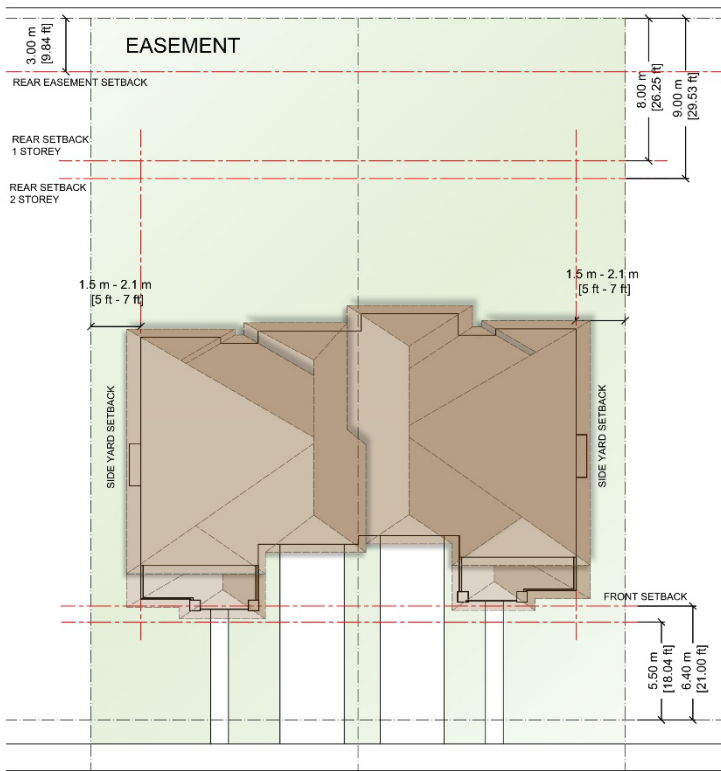


# 3.0 GENERAL GUIDELINES

## 3.2.4 Semi-Detached Home – Rear Attached & Detached Garage



## 3.2.5 Semi-Detached Home – Front Internal Garage



## 3.0 GENERAL GUIDELINES

### 3.3 Garages:

The guideline intent is to reduce the visual impact of garages in Cypress Point through the use of architectural detailing. Garages must be clad in the same materials of the home with an appropriate level of detail to integrate their appearance rather than emphasize it.

#### Garage plane setbacks:

Garages may be designed as front-drive, side-drive, or a combination of both, and can be divided into two planes with one door on each plane. Front-drive garages that project further than 4.0 metres (13') past the front building line of the home shall incorporate additional architectural details to the garage's sidewall leading to the front entry, as if it were a front elevation. In such cases, the most forward plane must meet the required setback from the front. Furthermore, it is strongly recommended the designer makes all efforts to reduce the visual impact of the garage at street-facing elevation through the use of architectural detailing.

#### Second story coverage of garages:

In cases where a second story is planned above a garage, the exterior plane of the second story must not be setback more than 2.4 metres (8') from the garage plane. The second story must also cover at least two thirds of the width of the garage.

#### Tandem garages and 3-car garages:

While 3 car garages are not discouraged in Cypress Point, the exterior appearance of the garage should not appear as a 3-car garage.

Garages shall not have more than two vehicle doors with at least one door being single width. In all cases, three separate doors will not be permitted. Tandem garages (double depth) are an acceptable means of increasing garage capacity.

Garage vehicle doors must have raised panel surfaces and include a single row of window panels on the upper row.

#### Detached Garages:

Detached garages will be permitted only on lots that do not have a designated front driveway. Secondary garages are not permitted where attached garages already exist.

Detached garages must be consistent with the accepted architectural style and tones of the home. They must be clad in identical materials to the home including the primary and secondary materials, all trims, as well as roofing materials. The detached garage must also include either one architectural detail of the home or make clear use of the accent material of the home.

Detached Garages must include at least one pedestrian door, one window, and one vehicle door. Vehicle doors must have raised panel surfaces and include a single row of window panels on the upper row. In back lane conditions, window panels can be frosted or semi-transparent.

### 3.4 Exterior Elevations and Roof Requirements.

The guideline intent is to ensure that each home design should take most of its design and detail cues from the accepted style under to which it is adhering, however the following guidelines are included to ensure a greater consistency of quality, authenticity and diversity.

## 3.0 GENERAL GUIDELINES

### Front Elevation:

All lots must include a diversity of materials and detailing on the front elevation that are consistent with the accepted style of the home.

Front elevations must include a minimum of 3 planes, separated by a minimum of 0.45 metres (1.5'), except for garages which are permitted to project a maximum of 4 metres (13') from the front plane. It is strongly encouraged that the front plane be associated with the home's entry.

*Planes are defined as being a minimum of 2.4 metres (8') wide. As such, single columns or wing walls will not be considered a plane.*

A porch or entry canopy can be considered a plane if the outer width between columns exceeds 2.4 metres (8'). Both upper and lower stories are considered to have planes.

### Rear Elevation:

All homes in Cypress Point will have a prominent appearance from the adjacent golf course. In this unique setting, it is expected that the homes be considered as having two fronts, one to the street, and one to the golf course. It is therefore required that an equal amount of attention be paid to the rear elevations by using the same materials and details that were used on the front of the house.

On lots that are designated as walkout basements, all stories of the home must be clad in the same materials and use the same details as the front of the house.

### Side Elevation:

In most cases, side elevations are not considered prominent and as such, may be clad in a relatively simple fashion that is consistent with the home's accepted style. This may be done in the home's primary material or a complimentary coloured stucco.

All materials on both stories of the front and rear elevations must wrap around the corner to the side elevations a minimum of 1.2 metres (4'). This is required to give an appearance of authenticity and avoid the appearance of materials looking like veneers.

On lots that are located on the edge of easements, the exposed side elevation will be considered high profile and must be clad in the using the same materials and details used on the front of the house.

### Cantilevers:

Cantilevers are permitted on homes in Cypress Point but must adhere to all setback requirements.

### Roof Requirements:

In most cases, the accepted style of a home will guide the design of roofs however, the following guidelines are supplemental.

Flat roofs are not permitted in Cypress Point, this includes minor roofs or roofs over covered entries. Monolithic roof masses should be avoided in favour of varied roofs with multiple planes or broken up with dormers and gables.



## 3.0 GENERAL GUIDELINES

False dormers are permitted but must be robustly built and consistent with the style.

### Columns:

In most cases, the accepted style of a home will determine the form and style of columns. Columns will be viewed as characteristic features of the home.

Prairie and Craftsman style columns must be robustly built with base dimensions not less than 0.45 metres (1.5'). Bases may be rectangular to emphasize horizontality while upper portions of the column may taper or be detailed with multiple posts. Victorian and Mid-Century columns will have narrower, more vertical profiles and should be detailed accordingly.

In all cases, column bases should be heavier than the column itself and should be clad in heavier material. For example, a stone or masonry column on a wood base will not be permitted.

Column base materials must be brought to within 25mm (1") of the finished ground surface to avoid a 'floating' appearance. This also applies to false columns and pilasters.

### Balconies:

Balconies are permitted on front elevations only when consistent with the architectural style. In all cases, a front balcony must be covered by an upper roof and may not have glass railing.

Rear balconies are permitted in Cypress Point. In all cases, rear balconies must be supported by columns that are consistent with the architectural character of the home as well as all additional requirements for columns. Glass railings are permitted on rear balconies only.

### **3.5 Porches, Verandas and Covered Entries:**

In Cypress Point, the front entry of a home is to be prominent and celebrated. Though it is not required to be the front plane, this is strongly encouraged as it is a very effective way to provide the necessary emphasis.

All front entries must be covered as a porch, veranda or with a deeply overhanging roof and supported by columns. All entries must be robustly built, fully integrated into the architecture of the home and clad in the same materials. Porches must not look as if they were afterthoughts or poorly executed additions.

All covered entries must have a depth to width ratio that is sufficiently proportioned to prevent covered entries that are too deep and appear cave-like, reducing day-light on the front door. Covered entries that are too shallow will not provide sufficient useable space at the front door.

Concrete stairs without finish are not permitted for front entries. Wood deck surfaces are permitted only when framed within a fully clad, concrete or masonry foundation.

Entrances shall be designed to the human scale, as such two story entrance canopies are not permitted.

## 3.0 GENERAL GUIDELINES

Railings must be provided where required by building codes and must be architecturally consistent. No glass railings will be permitted on front elevations.

Front doors must be detailed prominently in a manner that is consistent with the style of the home. Panelling, intricate glazing, stained glass or other details are strongly encouraged. Transom windows and sidelights are also encouraged. All door styles must be included as part of the architectural design submission.

### 3.6 Fenestration:

Windows are a key component in the accepted architectural styles, often playing a prominent role in defining the style itself. It is strongly encouraged that modern, energy efficient window technology be incorporated into homes, however their appearance will also be considered of great importance.

All windows and doors should include a robust trim of no less than 100mm (4") width around all sides. Heavy head and sill trims are acceptable as an alternative provided they are consistent with the style.

Casement windows with built-in trims can be exempt provided the built in trim is of required width. Basement foundation windows are also exempt except in 'walkout' or 'lookout' conditions.

*A lookout is defined as a basement that is at least 1.2 metres (4') out of the ground at the rear elevation or a basement wall in which the windows are not framed in the concrete foundation.*

Stucco build-outs or mouldings are not permitted as a substitute for window trims.

Trims must be white or of a contrasting, yet complimentary colour to the primary cladding material.

Window styles must demonstrate a generally consistent design throughout the home.

High profile elevations such as front, rear and corner sides should include a grille or muntins bar detail. This detail should be applied consistently throughout the elevations. Exterior applied grilles are not permitted.

Window shutters, louvers and other architectural details are encouraged where appropriate to the architectural style.

### 3.7 Exterior Finishes and Detailing:

Many of the accepted architectural styles in Cypress Point, traditionally make use of a rich diversity of materials for exterior cladding. To be consistent with the styles, these guidelines will require attention to authenticity while still promoting the use of modern and efficient materials.

Homes in Cypress Point must incorporate at least three materials. Fewer materials can be used when appropriate to the architectural style but must be accompanied by appropriate, significant architectural detailing that will enhance visual appeal.

## 3.0 GENERAL GUIDELINES

The primary material refers to the predominant material of the house. Other materials may be considered secondary or accent. For the purposes of these guidelines, conventional roofing materials are not considered a material. Conventional window and door trims are not considered a material. Two colours or textures of the same material, such as stucco or siding, will not constitute two different materials.

Exterior cladding shall include acrylic stucco, brick, stone, wood siding, shakes or panelling, fibre cement siding. Other materials may be considered on an individual basis, but all must appear consistent with the architectural style of the home. In all cases, vinyl siding products will not be accepted.

The use of stone or masonry is strongly encouraged, but its use should be considered appropriate and authentic. In general, these heavier materials should be seen as foundationary and should not be floating above lighter materials. This look is not traditional and will not be permitted.

Materials on high profile elevations must wrap 1.2 metres (4') to the side elevations. On two-story homes, the material wrap may exceed 1.2 metres when the second floor is setback from the main floor. In such cases, a singular material transition line is required but must still respect the minimum wrap.

Foundation parging shall not exceed 0.45 metres (1.5') in height above finished ground level.

Colours and materials that are considered to be in too stark of contrast will not be permitted. Colours and materials that represent post-modern or non-traditional styles will not be permitted. This may include but is not limited to materials such as stainless, galvanized or weathering steel, unfinished concrete, metal panel, chrome, pvc, or masonry tile.

### **3.8 House Design Repetition:**

In order to ensure the diversity of housing in Cypress Point, there will be limitations on the repetition of homes in the community. Each of the three housing types will be addressed individually and with their own specific standards. In all cases, it is primarily the front elevation that is of concern with respect to repetition, though in some cases, rear elevations may require slight alterations when in close proximity.

A single family home design cannot be built more than once. However, two distinct homes may be created from the same floor plan with a substantial redesign to the exterior.

A semi-detached home design cannot be built more than once. However, two distinct homes may be created from the same floor plan with a substantial redesign to the exterior.

A three-unit home design can be built more than once. However, the two buildings must be separated by a minimum of 9 lots and a redesign of the exterior materials, colours and details is required.

If, in the opinion of the architect or developer, a home is considered to be the same as, or too similar to another home, it must be substantially adapted by the builder before approval will be granted. A

## 3.0 GENERAL GUIDELINES

significant change will be required in each of the five aspects of the design as defined below. At the end of the redesign process, the homes must appear visually unique. Changes must not appear merely cosmetic and in all cases, the architectural style must be respected. Final acceptance or approval is at the architect or developer's sole discretion.

### Planes and Massing:

To satisfy this requirement, a significant alteration in the form of the house must be demonstrated. This must involve expanding or reducing interior volumes, extending canopies or adding porches, changing the planes of the elevation either in width or depth. This is the most significant of the required changes and may necessitate some structural redesign and may affect the interior square footage. Smaller alterations that affect massing will be considered if there are multiple changes proposed. For example, this may involve adding a decorative exterior chimney chase.

### Roofline:

To satisfy this requirement, a significant alteration in the appearance of the roof must be demonstrated. This must involve adding valleys converting to a different roof type (i.e. Hip Roof to Dutch Gable), adding features such as dormers, turrets or cupolas, changing pitches and extending eaves. This may require some structural redesign including the truss systems. A change in shingle type is not sufficient to satisfy this requirement. Note that some roof types will not be appropriate for certain accepted architectural styles.

### Detailing:

To satisfy this requirement, a significant addition or alteration in the home's detailing must be demonstrated. This will be very specific to each accepted architectural style and must remain consistent. This would include trims, brackets, half-timbering, railings, gable details, friezes, column styles, or any other detail element. In most cases, multiple details should be affected for the change to be considered 'significant'.

### Fenestration:

To satisfy this requirement, a significant addition or alteration in the home's windows and / or doors must be demonstrated. This must involve changing the amount of glazing on the front elevation, the location of glazing, and the size or number of panes in the glazing. In addition to this, a different grille pattern should be used.

### Material:

To satisfy this requirement, a significant alteration in the exterior material selection of the house must be demonstrated. This must involve changing the primary material type, location and amount. Consequently, secondary and accent material types must also be changed and should highlight different features. Changes in colour will be required but are considered too superficial to satisfy this requirement alone.

## 4.0 SITE AND LANDSCAPING GUIDELINES

### 4.1 The Cypress Point Context

The Cypress Point community is situated within an 18-hole golf course, as such it is imperative that efforts are made to fully integrate private landscaping into this context. Homeowners are encouraged to develop creative methods of doing so. To be avoided, are landscaping methods that are in stark contrast to this, such as yards that are all paved, decked or completely covered with rock mulch.

### 4.2 Driveways:

The footprint area of driveways in Cypress Point should be limited only to that which is necessary for access. Though casual parking is not discouraged, additional space for permanent parking is not permitted.

Driveways must be built a minimum of 1.0 metre from the side property line. The width of a driveway at the front property line may be built up to 60% of the lot frontage to a maximum of 9.0 metres.

All driveway locations have been pre-determined for each lot. Builders must confirm proposed location and design homes accordingly. Driveways must be installed within one year of substantial completion of the home's exterior and once rough grade is achieved.

The surface material of driveways must be of cast in place concrete or concrete paver. Concrete may be broom finished, stamped, or exposed aggregate. Saw cuts and control joints are required and should be patterned or given trowelled edges. If using colours, or surface treatments such as stains, acid etching or inlays, the appearance should not be in contrast to the style and tones of the home.

Asphalt or gravel driveways are not permitted.

### 4.3 Walkways and Hardscapes:

A walkway must be provided to the front entry either from the street directly and/or from the driveway. When walkways connect from the driveway, surface materials must be the same or complimentary.

Outdoor patios and living areas are welcomed. In the front yard, living areas should be accommodated on the porch or veranda. If on the ground level, they should be limited to small bistro type sets occupying a minimal area. In the rear yard, the combined area of patio and uncovered decking should be equal to or less than the area of planting beds and lawn.

With the exception of transition lots, retaining walls or feature walls are permitted but must be limited in height to 0.6 metres (2'). Retaining walls must be decorative and composed of brick, interlocking concrete block or if poured in place, must have a finish applied. Cinderblock or unfinished concrete will not be permitted. In all cases, walls must compliment the accepted architectural style and materiality of the home.

### 4.4 Planting and Softscapes:

It is the intention of these guidelines to provide direction for the development of residential landscapes in Cypress Point in order to achieve a cohesive looking streetscape. For that reason, it should be the aim for landscapes between adjacent homes to flow seamlessly between one another.

## 4.0 SITE AND LANDSCAPING GUIDELINES

In cases where this is not possible, careful attention should be applied to avoid abrupt or unattractive transitions. In all cases lawn should be complimented with planting beds and other features.

Fruiting trees are permitted but care must be given to placement to avoid messy debris falling on the golf course or adjacent properties which requires clean-up or attracts nuisance animals.

Rock mulch will permitted only as a functional surface to be used for drainage along side yards or as a mulch over planting beds. Rock mulch will not be permitted as a substitute for lawn or planting or as a stand-alone decorative surface. In all cases, Rock mulches must be contained by a wall, barrier or edge to prevent rocks from migrating into adjacent surfaces or properties.

### Front yard:

The first 3 metres (10') minimum from the front property line of all lots should be surfaced in lawn. This line needn't be straight but can meander for greater visual appeal. Small accent planting beds are permitted to encroach within the front lawn area. The rest of the front yard should be finished with a combination of lawn and planting bed.

At least 20% of the total area of the front yard must be covered in planting beds. Beds should be densely planted and not appear sparse or barren. Beds can be covered in wood or rock mulch, and accented with boulders, lighting or other features.

In order to provide a cohesive and attractive streetscape, Tree species permitted in front yard are (or similar species):

- o Green Ash
- o Linden
- o Elms (Brandon)

Minimum of one tree per lot shall be planted within 3 metres (10') of the front property line and are planted at the cost of the homeowner.

### Rear yard:

Rear yard landscaping must integrate as best as possible with the golf course without significant intrusion. As in the front yard, at least 20% of the total area of the rear yard must be covered in planting beds. Beds should be densely planted and not appear sparse or barren. Beds can be covered in wood or rock mulch, and accented with boulders, lighting or other features. Tree plantings are strongly encouraged in rear yards.

### Side yard:

In some cases, side yards may not provide adequate space for functional uses other than utility locations or pool equipment. Homeowners are encouraged to provide an access path along at least one side of the home. It is acceptable to surface side yards with rock mulch between homes provided a weed barrier fabric is utilized and weeds are not permitted to grow. Rock mulch may be used beyond the front corner of the home in order to facilitate drainage to the street however, its maximum width must be kept to 1 metre (3').

## 4.0 SITE AND LANDSCAPING GUIDELINES

### 4.5 Fencing:

#### Rear Yard:

Fencing will be provided along all rear property lines. The style of this fencing will be a decorative black steel picket fence intended to provide a clear demarcation of property while still maintaining view sheds to the golf course and beyond. This rear fencing will be installed 150mm (6") inside the rear property lines. Matching gates will be provided if requested at the cost of the homeowner. Homeowners must maintain rear fences in perpetuity.

Homeowners will be required to install their own side yard fencing. The rear 3.7 metres (12') of side yard fence must match the developer fencing exactly. The intent is to preserve a greater view shed from adjacent houses. The rest of the side yard may be fenced with solid wood fencing for privacy.

Wood privacy fences must be robustly framed with two good sides and of cedar or brown pressure treated wood as per the detail below.

#### Side Yard:

Side yard fencing may continue between houses but must be terminated more than 2.4 metres (8') from the front corner of the home to minimize visibility from the street. Side yard fences must not restrict access to utilities such as gas metres.

#### Front Yard:

No fencing is permitted in the front yard.

### 4.6 Site Lighting:

Site lighting is permitted in order to highlight or accent features of the home or landscape as well as to provide functional and safe means of access. However care should be taken to avoid undue light pollution. Decorative street lighting will be provided as part of the development streetscape, these guidelines are intended to address lighting on private property.

*Light pollution is defined as: Glare, light trespass, and light which is reflected into the night sky, contributing to sky glow, through the use of unshielded, misplaced, excessive, or unnecessary outdoor night lighting. - darkskysociety.org*

Temporary holiday lighting and mini-lights are exempt from restrictions.

No exterior light source shall illuminate, reflect, spill over, or otherwise create a nuisance upon adjacent properties or public areas including the golf course.

No flashing, laser, floodlight, strobe, tracing, pulsating, or neon exterior lighting is permitted.

Permanent light fixtures should not shine upward, but should be shielded or hooded with a full cut off. Architectural and Landscape features can be lit however, lighting should not shine upward as in the case of up-lighting.

## 4.0 SITE AND LANDSCAPING GUIDELINES

No outdoor light fixture shall be operated by a “dusk to dawn” timer or sensor, unless motion sensor activated. Motion sensor light fixtures shall be operable to shut off after 10 minutes and shall not be triggered by activity located off the property.

### **4.7 Outbuildings and Accessory Structures:**

Homeowners are permitted to erect outbuildings within their property provided they do so in accordance with all local bylaws and regulations however, all structures must be built to compliment the accepted architectural style and tones of the house. For this reason, many off-the-shelf pre-fabricated products will not be permitted.

#### Permanent Buildings:

Storage sheds and golf cart sheds should be clad in the primary material of the home and incorporate the same or similar trims and roofing material.

Gazebos, Pergolas and Screens are permitted but must be of high quality fabrication and material.

In-ground pools are permitted provided they are installed in accordance with all local bylaws and regulations and fencing requirements are being met. Pool equipment should be hidden from view of neighbours and located in an area where they will not create a noise nuisance.

Satellite dishes are permitted but must not be mounted to the front of the home and should not be plainly visible from the street.

Utilities such as air conditioners must be installed in accordance with all local bylaws and regulations and located in an area where they will not create a noise nuisance.

### **4.8 Maintenance:**

Homeowners should see themselves as stewards of the landscape and strive to maintain a tidy and attractive yard. Planting beds should be maintained as weed-free, ideally installed with weed-barrier fabrics and covered with decorative mulch.

If low maintenance landscaping is desired, homeowners are required to balance low maintenance solutions with ecological sustainability. For example, groundcover plantings may be a good substitute for lawns and if water efficiency is desired, both native plants and adaptive xeriscaping are a good substitute for rock mulch.

Irrigation is permitted in Cypress Point, however it will be subject to City of Swift Current water management controls. Regular testing should be performed to ensure that systems do not develop leaks. Sump pump hoses must drain on homeowner property.



## 5.0 POST CONSTRUCTION GUIDELINES

### 5.1 Scheduling:

- 5.1.1 It is required that landscaping on each lot be completed by one year after taking possession of the house. In cases where a home is still owned by a builder one year after completion, landscaping must be installed in order to maintain a tidy and weed free lot. Landscaping should meet section 4.4 of the architectural controls. Developer fencing will be installed if applicable however, side yard fencing will not be required.

### 5.2 Post Approval and Post Construction Alterations:

- 5.2.1 Builders and homeowners in Cypress Point are obliged to adhere to the architectural controls in perpetuity. In cases where changes are proposed to a design after an approval is issued, the builder or homeowner must submit a revised design drawing set for compliance review with all changes clearly marked. All such reviews will be conducted by the architect at the cost of the builder or owner.
- 5.2.2 In cases where changes are made post construction, builders and homeowners are expected to adhere to the architectural controls. This may include but is not limited to new detached garages or accessory buildings, additions to the building or significant changes to exterior cladding, fencing or landscaping. Drawing submissions are not required however builders and homeowners who make non-compliant changes may be required to make additional changes to achieve or restore compliance. All such changes will be made at the cost of the builder or owner.

## 6.0 ARCHITECTURAL APPROVAL PROCESS: SUBMISSION OF PLANS

### 6.1 Submission and Approval Process:

- 6.1.1 All new home designs are to be submitted for compliance review prior to the issuance of a building permit. No construction can occur until a home has received an architectural approval and building permit.
- 6.1.2 All submissions should be in digital PDF format and sent via email.
- 6.1.3 Upon receipt of a complete submission, the architect will review for compliance and provide comment within 5 business days. If the submission is in accordance with all guidelines, an approval will be granted via email and a paper copy will be mailed at the earliest convenience. The email copy will be sufficient to apply for a building permit.

### 6.2 Levels of Approval:

- 6.2.1 Architectural approval: A lot specific design that satisfies substantial portions of the guidelines (without detailed colour and material specification) will receive an Architectural Design approval. Receiving architectural approval will allow a builder to apply for the building permit and eventually proceed with construction.
- 6.2.2 Full approval: A lot specific design which includes colour scheme, and material specifications will receive a Full Design approval. This submission can be delayed until later in the process when builders or homeowners have decided on colour scheme. Note: the location and amount of cladding and detailing will be determined in the architectural approval.
- 6.2.3 There is no formal approval process for landscaping in Cypress Point. Builders and homeowners are required to adhere to all guidelines in section 4 of this document.

### 6.3 Submission Address / Location:

Architecture49 Inc.  
1600 Buffalo Place, Winnipeg, MB R3T 6B8  
T: 204.477.1260 F: 204.477.6346  
Cypress.Point@architecture49.com  
(Referred herein as the "Architect")

### 6.4 Submission Requirements:

- 6.4.1 Drawings and information must be submitted in digital PDF format. Letter (8.5x11) or Ledger (11x17) sheet size is adequate provided detail is clear. Poor quality scans or photos that have legibility issues will not be reviewed.
- 6.4.2 For Architectural Approval, the drawing set must include the following:
  - 6.4.2.1 A site plan showing the property line and building footprint including all overhangs and cantilevers. The site plan must also dimension all setbacks to front, side and rear yards. All accessory buildings, decks, walkways and driveways must be shown.
  - 6.4.2.2 Elevations of all 4 sides of the proposed house showing the location of all windows and doors as well as all cladding materials, trims, window grilles and architectural

## 6.0 ARCHITECTURAL APPROVAL PROCESS: SUBMISSION OF PLANS

details. All elements must be clearly annotated and dimensioned. Elevations must realistically depict any grade change on the lot.

- 6.4.2.3 Floor plans for all levels of the home including the basement showing the various required setbacks of front plane to garage and between individual planes. All floor plans must be clearly annotated and dimensioned. Floor Areas must be provided.
  - 6.4.2.4 Ground elevations are not reviewed during the architectural review process. A site plan showing grading information should be submitted as part of the lot grading approval procedure.
- 6.4.3 For Full Approval, the following information must be submitted in digital PDF format.
- 6.4.3.1 A list or spreadsheet identifying each material with its manufacturer, finish type and colour name for each exterior cladding type or detail element of the house
  - 6.4.3.2 Each home design will have its own unique list that must include but not limited to primary cladding, secondary cladding, accent cladding, masonry, roofing, window trim, railings, doors, garage doors, soffits, fascia, gutters, columns, etc.
- 6.4.4 The Architect may require other submissions over and above this list if additional clarity is required.

### **6.5 Developer's / Architect's Right of Rejection**

The Architect or Developer reserves the right to turn down approval if, in its opinion, the total design is not in keeping with the overall standards of the development as determined by the Architect. The Architect or Developer further reserves the right to waive any requirements concerning any approval.

### **6.6 Site Maintenance during Construction**

All building sites are to be kept safe and orderly during construction. All garbage is to be stored out of sight or disposed of in garbage dumpsters or other acceptable enclosures.

## 7.0 PERMIT PROCEDURE

### 7.1 Architectural Approvals and Building Permits

Building permits are issued by the City of Swift Current. In the Cypress Point neighbourhood, an architectural approval must be granted prior to applying for a building permit and no permit will be issued without such approval.

### 7.2 Lot Grading Procedure:

7.2.1 The following procedure must be followed:

7.2.1.1 The Builder will receive a required grading slip as part of their start up package.

7.2.1.2 The Builder is to produce payment for all required lot deposits to the City of Swift Current.

7.2.2 Upon completion of these requirements, the following procedures are to occur:

7.2.2.1 The Builder is to submit its building plans for building permit approval to the City of Swift Current.

7.2.2.2 The Builder will receive a lot grading plan from the lot purchase. The builder is to adhere to this grading plan during construction and landscaping. The City may inspect for compliance and require additional work to be completed if the grading is not in compliance with the supplied grading plan. This plan indicates the required lot grades on the building site plan as prepared by the Consultant.

7.2.3 At the building completion inspection the city will review the grades. If the required grades are not achieved, the builder will be held responsible to remediate the situation and achieve the required grades.