
DESERT BLUME PHASE D-SOUTH ARCHITECTURAL CONTROL GUIDELINES



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SECTION 1 INTRODUCTION

To ensure overall success at the residential and golf course development known as the Hamlet of Desert Blume in Cypress County ("Desert Blume") it is critical that Meadowlands Development Corporation (the "Developer"), the Builders and the Purchasers of lots work closely together to create a pleasant environment for high quality living within the subdivision.

An important aspect of creating this high quality living is the visual appearance and physical placement of individual houses, paying particular attention to the relationship of each house to adjacent groups of homes and the ambiance created by the resulting streetscape.

At Desert Blume, Architectural Control will be administered for all houses built within the subdivision and will be administered by the Developer. The architectural controls and guidelines outlined in this document will be directed to house size, form and massing, site planning, colours and special requirements. The Architectural Control Guidelines may be revised by the Developer at the Developer's sole discretion from time to time.

SECTION 2 DEFINITIONS

- (1) In these guidelines, the following words or phrases shall have the following meaning:
- a. "Purchaser" means a person or entity whom has entered into an agreement to purchase a lot from the Developer or has purchased a lot and is the registered owner of a lot.
 - b. "Builder" means the person or entity that is retained by the Purchaser to construct a building on the Lot. The builder is also the Prime Contractor for the improvements being made on the lot. A Builder may also be a Purchaser.
 - c. "Developer" means the Meadowlands Development Corporation.
 - d. "Developer's Consultant" means an entity that has been retained by the Developer to administer the Architectural Guidelines and is an agent of the Developer.
 - e. "Developer's Security" means the security deposit referred to in the Lot Sales Agreement to ensure the Purchaser's compliance with the requirements of the Architectural Guidelines.
 - f. "Lot Slip" means the information sheet issued by the Developer's Consultant that details grading and suggested footing grades, house type, etc
 - g. "Grade Slip" surveyed field data signed and stamped by the legal land surveyor (ALS) who surveyed the footings prior to construction. The County has required that the Grade Slip be checked by the Developer's Consultant.
 - h. "County" means Cypress County.
 - i. UROW – Utility Right of Way
 - j. "Architectural Guideline Plan Approval" means plans approved by the Developer as to meeting the requirements of the Developer's Architectural Control Guidelines.
 - k. "Bearing Certificate" means a certificate prepared and authenticated by a geotechnical engineer licensed to practice in the province of Alberta certifying that the soils found in the foundation excavation are suitable for the proposed foundation to support the loads from the structures to be constructed on the site.
 - l. Lot Slip terms:



- i. "LTF =" means the lowest top of footing. LTF is calculated from the invert of the sanitary sewer service to ensure that the sanitary sewer can go under the footing.
 - ii. "MBOE =" means maximum building opening elevation. Lots adjacent to a trapped low or overland drainage conveyance are required to have building opening elevations facing the trapped low or overland drainage conveyance at least 0.3 metres (1foot) above the overland spill elevation of the if trapped low or maximum high water level of the overland drainage conveyance. A notation of front means the restriction applies to the front of the building and rear means the restriction applies to the rear of the building.
 - iii. "TF-BC =" means Top or Footing -Bearing Certificate and is the lowest original ground contour in building envelope. Note that lot grading could result in lot elevations lower than the TF-BC.
 - iv. "TF-DC =" means Top or Footing -Deep Fill Certificate and is the TF-BC plus 1.20 metres (4 feet). A lot requiring a TF-DC will require special engineering of the foundation. Possible engineering solutions are extra depth footings and piles and should always include a detailed examination of the original ground contours and the proposed foundation as in many cases the proposed building does not occupy the full building envelope and in the case of walkout lots the footing under the walkout portion is deeper than the LTF
 - v. "San =" means the invert of the sanitary sewer service at the property line of the lot.
 - vi. "STM =" means the invert of the sanitary sewer service at the property line of the lot.
- m. "Cost Plus" means the cost to construct or repair or remove and replace something plus mark-up and profit. Cost will include, labour, materials, testing, inspections, coordination, engineering, etc. Mark-up is typically 15% and profit is typically 15% in addition to costs.

SECTION 3 **GENERAL CONDITIONS**

- (1) In this document the term Builder is not used however a Builder should understand that a Purchaser will hold a Builder responsible for meeting all of the Purchasers obligations in this guideline.

3.1 Purchaser Requirements

- (1) A Purchaser being unfamiliar with the Architectural Control Guidelines will not be an acceptable reason for requests for deviation from the guidelines. It is strongly recommended that the Purchaser become familiar with these Architectural Control Guidelines prior to the purchase of a lot in order to be fully apprised of the requirements of:
- a. The type, style and size of house,
 - b. Exterior finishes,
 - c. Landscaping,
 - d. Other Purchaser obligations.
- (2) The Purchaser shall be responsible for checking the site as to location of all rights-of-way, restrictive covenants, light standards, fire hydrants, catch basins, transformer boxes, concrete drainage swales, etc. which may affect any of the proposed building(s), driveway, utility services, fencing and landscaping. A Purchaser not checking the site will not be an acceptable reason for requests for deviation from the guidelines.



- (3) The granting of Architectural Guideline Approval by the Developer of house plans or working drawings and the issuance of Grade Slip in no way absolves the Purchaser from complying with all statutory regulations, by-laws, building codes, restrictions, or other regulations of County and provincial authorities as well as the Developer's Architectural Control Guidelines. The review by the Developer is strictly limited to the exterior aesthetic elements and sitting for streetscape and overall compatibility purposes. Notwithstanding the foregoing requirements, the final decision regarding architectural control matters shall be at the sole discretion of the Developer.
- (4) Approved plans are available to be picked up at the Developer's Consultants office. The reviewed Grade Slips and Architectural Control Guideline approved plans, however, will not be issued until the security deposits have been provided to the Developer and the Sales Agreement has been signed by the Purchaser.
- (5) The Purchaser must obtain a Development Permit from Cypress County.
- (6) The Purchaser shall be responsible for checking approved plans and all existing grades on the site following Developer Architectural Guideline Approval. Any errors or discrepancies must be brought to the attention of the Developer. All such problems must be resolved prior to the start of construction.
- (7) The Purchaser must ensure total conformance to the approved plans, grades and footing elevations as established by the Developer. Proof of the as-constructed footing grades is required (grade slip).
- (8) If a soils report &/or bearing certificate is required, the final report is to be provided along with proof that the recommendations were followed on the site.
- (9) In the event of a conflict between this document and the Sales Agreement, the latter shall govern.

3.2 SECURITY

- (1) The security deposit referred to in the Lot Sales Agreement shall be in the form of a deposit in the amount of \$5,000.00 payable to Meadowlands Development Corporation (Developer).
- (2) The Developer's Security covers both construction damage to developer installed improvements and Architectural Control.
- (3) The Developer's Security will only be refunded upon:
 - a. Completion of the house (including grading, loaming, sodding, driveway and aprons) as per the approved drawings, plot plans, and the Lot Sales Agreement.
 - b. Passing a post construction inspection,
 - c. Payment of any outstanding fees,
- (4) The Developer may deduct outstanding fees from the security amount to cover any outstanding fees that have not been paid.
- (5) The Developers security will only be refunded to the legal owner of the lot as registered at the land titles office.

SECTION 4 PROCESS

The process through which a typical House is to be built in Desert Blume is outlined below.

- (1) Purchaser, purchases lot from Developer,
- (2) Purchaser obtains the most recent Lot Slip from the Developer's Consultant.
- (3) The Purchaser creates a conceptual plan for the lot.
- (4) The Purchaser contacts the Developer and arranges and attends a meeting to review the conceptual plan.
- (5) Purchaser develops plans in accordance with:
 - a. These Architectural Control Guidelines,
 - b. The lot type,
 - c. Grading requirements,
 - d. UROW's,
 - e. Street furniture, and
 - f. Surrounding home types/colours, etc.
- (6) The Purchaser submits plans and documents to the Developer for Architectural Guideline Approval.
- (7) The Developer reviews the submitted plans and documents and either requests changes or approves the application.
- (8) Prior to releasing Architectural Guideline Approval or issuing a Grade Slip, the Purchaser must:
 - a. Have signed the Lot Sales Agreement, and
 - b. Provide the developer a Security Deposit of \$5,000.00.
- (9) Purchaser to apply and receive Development Permits and Building Permits from the County and post any security that may be required by the County. County security and Developer security are separate and their conditions of release are also separate.
- (10) Prior to the start of construction, the Purchaser is to arrange for a pre construction inspection of the site. The Purchaser may attend the pre construction inspection of the site. If the Purchaser does not arrange for the pre construction inspection it is assumed that the site is in pristine condition with respect to Developer installed infrastructure.
- (11) Purchaser causes to the house to be built and landscaped in accordance with the approved plans and these Architectural Control Guidelines.
- (12) After completion of construction the Purchaser is to request the release of Developer held Security and request a post construction inspection.





- (13) The Developer will perform a post construction inspection of the site for:
 - a. Conformance to The Approved Plans,
 - b. Conformance to the Architectural Control Guidelines, and
 - c. The condition of developer installed infrastructure.
- (14) Security will be released less the outstanding charges for Developer repaired infrastructure and based on the conformance to the Approved Plans and Architectural Control Guidelines.

SECTION 5 APPLICATION REQUIREMENTS

5.1 Preliminary Plan Review

- (1) The purchaser may request a meeting to review the conceptual plans for a lot. At a minimum, the Purchaser should bring the following to this meeting:
 - Lot slip with the conceptual location of the building and driveway,
 - Sketch of the front elevation,
 - Sketch of the rear elevation.
- (2) The materials brought to the meeting should be at a conceptual and preliminary level. Details will not be examined.

5.2 Architectural Guideline Approval

- (1) Approval will only given on complete applications. Purchasers should note the following:
 - a. All required information is to be clearly marked on the drawings. Missing or unclearly information is grounds for rejection of the plans.
 - b. Plans are to be prepared by a capable drafts person,
 - c. Under no circumstances will prints of house plans with revisions or changes marked in pen or pencil be accepted for Architectural Guideline Approval. (i.e. garage offsets, siding types, window details, roof types, etc.)
- (2) The following is to be submitted to the Developer for Architectural Guideline Approval:

5.2.1 Site Plan

- (1) 2 copies
- (2) Scale: 1/8" = 1' 0" Scale Imperial (1:200 Metric)
- (3) Information to be included:
 - a. All property lines,
 - b. Utility right of ways,
 - c. Easements,
 - d. Required setbacks,
 - e. All property line lot grades from lot slip,
 - f. Outline of all proposed structures dimensioned to property lines,
 - g. Outline of all proposed driveways, patios and sidewalks,
 - h. Lot area, impervious area, and percentage of impervious area,
 - i. Percentage of slope for driveways and yards,
 - j. Top of footing elevation (geodetic)



- k. Top of basement floor elevation (geodetic)
- l. Top of slab elevation (geodetic) for garage,
- m. Top of main floor (subfloor) elevation (geodetic)
- n. Peak of roof (geodetic)
- o. Basement window sills for windows adjacent to a trapped low (lot with a MBOE)
- p. All retaining walls proposed,

5.2.2 House Plans

- (1) 2 copies
- (2) Scale: ¼"-1'0" Imperial. (1:50 Metric)
- (3) Information to be included:
 - a. Cover Plan (may be combined with a floor plan)
 - i. Total floor area and per floor breakdown,
 - b. Floor plans, basement plans, including:
 - i. Dimensions,
 - ii. Exterior door threshold elevations (grading and MBOE check)
 - iii. Window sill elevations on basement plans (grading and MBOE check)
 - c. Cross sections including measurements showing the distance from:
 - i. Subfloors to top of footings,
 - ii. Subfloors to front grade,
 - iii. Subfloors to rear grade,
 - iv. Window openings to grade.
 - d. Front, rear, and side exterior elevations including:
 - i. All proposed exterior finishing materials clearly marked with material type,
 - ii. A breakdown of the area and % coverage of finishing materials (excluding the roof), for each elevation,
 - iii. Pitch of each section of roof,
 - iv. Peak of roof elevation (geodetic),
 - v. Roofing materials.

5.2.3 Exterior Finishing Sheet

- (1) A completed information sheet indicating exterior materials and color preferences, etc.

5.3 Changes to Architectural Approvals

- (1) After the issuance of Architectural Guideline approval of the plans and exterior colors, a fee as per Schedule C, will be charged to the Purchaser for each application and for revisions to the approved plans as requested by the Purchaser. The Developer reserves the right to make the final decision on each change requested.

SECTION 6 ARCHITETURAL CONTROL GUIDELINES

- (1) To ensure the high quality visual appearance of the overall development the following Architectural Guidelines have been placed on each lot in the development by the Developer. Any deviation from the Architectural Guideline must be approved by the Developer. The Developer's consultant does not have authority to grant deviations from the Architectural Guidelines.

6.1 House Sizes

- (1) Allowable floor area, exclusive of any basement development or garage, must be greater than:
 - a. Bungalow 125.4 m² (1350 sq. ft.) on main level
 - b. Split level 167.2 m² (1800 sq. ft.) on main level and upper level
 - c. Two Storey 195.1 m² (2100 sq. ft.) on main level and upper level
- (2) All homes must incorporate at least a double front drive garage.

6.2 House Location Within the Lot

- (1) The following are minimum building setbacks in the Development unless Cypress County by-laws and regulations require a greater setback in which case they shall govern:
 - a. Front Yards - 7.62 m (25 feet) to closest point of house including front drive garage;
 - b. Side Yards - 1.52 m (5 feet)
 - c. Side Yards [Corner lots] - 3.0 m (10 feet) to side street on corner lots unless greater side yards are required due to utility right of ways;
 - d. Rear Yards - 7.62 m (25 feet). Rear setbacks for cul-de-sac and pie shaped lots can be greater at the discretion of the Developer but a 7.62 m (25 feet) minimum rear yard is required.
- (2) Houses on pie shaped lots must be set perpendicular to the imaginary line, perpendicular to the arc of the middle of the front property line or as approved by the Developer. Houses sitting parallel to the property line will not be acceptable.
- (3) Garages should generally be side by side but when circumstances arise where this sequence cannot be maintained the garage location shall be at the discretion of the Developer. Builders are advised to check garage locations and setbacks with the Developer before the preparation of the plot plan in order to avoid delays caused by re-location requirements. Locations and extent of driveways must be indicated on the plot plan.
- (4) Driveways are to be:
 - a. Individual to each lot,
 - b. Have a minimum of 900mm (3 feet) from the edge of the driveway to the side property line. (This condition applies to all lots. No exception will be given for pie shaped lots.)
- (5) The Cypress County Land Use Bylaw No 2011/04 January 2011 (as amended to March 25, 2014):
 - a. Part 6, RRR District, Section 6.2 states: Maximum site coverage for all structures and hard surfacing, including landscaping, is not to exceed 45% of the total lot area. The maximum site coverage for the dwelling, attached garage, and driveway combined is not to exceed 40% of the total lot area.



- b. Part 4, Section 42.5 States: Consideration will be given to increase in site coverage beyond the stated maximum where the application is supported by a drainage plan prepared by a qualified individual.

The stormwater management design report prepared by Scheffer Andrew Ltd. states that the storm drainage system in Desert Blume Phase D-South has been designed to allow the back half of the lot to be 50% impervious area and the front half of the lot 60% impervious area. This means that no additional engineering or onsite stormwater retention is required for lots where the site coverage exceeds 45% of the lot area, however any plans submitted for approval having a site coverage greater than 45% are to include the following additional information:

- a. Percentage of the site covered by the dwelling, attached garage, and driveway combined is not to exceed 40%. (Not an engineering requirement)
- b. Percentage of site coverage of the front half of the lot which must not exceed 60%.
- c. Percentage of site coverage of the back half of the lot which must not exceed 50%.

The intent of the increase in allowable site coverage related to stormwater runoff is to allow for the increased impervious area on sites due to the use of paved walkways, patios, gravel landscape features, etc. Purchasers should also take note that for the purposes of stormwater calculations gravelled surfaces are included in the impervious area of a site as runoff from gravelled areas is much higher than areas landscaped with vegetation unless specifically designed and installed to capture and attenuate runoff which is typically only done in the case of xeriscaping. If gravelled areas are to be excluded from the impervious area plans prepared by a qualified individual are to be provided and the qualified individual is to provide certification that the gravel was installed in accordance with the design. The Developer reserves the right to require an additional deposit to ensure the work is carried out to the design requirements.

6.3 Building Height.

- (1) All building heights must conform to the requirements of the Cypress County Land Use By-Law.
- (2) The Developer may restrict the maximum building height on any lot to:
 - a. Meet Developer development desires such as views from homes adjacent to or behind the subject house,
 - b. Restrictions on height placed on the Development through regulatory approvals, and
 - c. Developer Building Height restrictions as listed in Schedule B.

6.4 General Elevation Guidelines:

- (1) The height and shape of each house must be compatible with the building on the adjacent lots, the lot type and the location of the lot in the subdivision.
- (2) Satellite dishes are only permitted if they are 600 mm (24" in.) diameter or smaller and must be mounted inconspicuously and not be exposed to view from the street.

6.4.1 Roofs

- (1) Roofs must have a minimum of 6:12 pitch and their design must incorporate dormers or gables to the street. Long slopes of unbroken roof line will not be accepted. Roof pitch may be granted a relaxation by the Developer if it can be shown that a flatter roof improves the aesthetics of the house and or the development. Typically this will be limited to covered decks.



- (2) All gables must include some form of additional detail in the form of vents, projections or patterning in stucco or siding. The minimum roof overhang will be 600 mm (24 in.).

6.4.2 Front Elevation

- (1) The height and shape of each house must be compatible with an attractive overall streetscape.
- (2) Each house must have a minimum of (three) 3 under eave down lights at the front elevation.
- (3) Front entrance must be visible from the street. Additional emphasis features must be included in the design of front entrances.
- (4) Solar Panels are not permitted on the front elevation.
- (5) Parging must not visible more than 150 mm (6 inches) above finished landscape grades on the front elevation.

6.4.3 Side Elevation Abutting A Street

- (1) Special attention must be paid to side elevation and side yard landscaping on corner lots (front elevation facing a street and a side elevation facing another street).
- (2) The height and shape of each house must be compatible with an attractive overall streetscape.
- (3) Any elevation facing a street must have feature elements such as bay or box-out windows and the same material treatments as the front elevations.
- (4) Roof planes must wrap around exposed building faces.
- (5) The high side of a split level or two-storey house shall be located away from the corner of the lot with two street frontages.
- (6) Solar Panels – are not permitted on the side elevation abutting a street elevation.
- (7) Parging must not visible more than 150 mm (6 inches) above finished landscape grades on the side elevation abutting a street.

6.5 Exterior Colors

- (1) House exterior design materials and colors are reviewed and approved by the Developer in its sole discretion. Certain proportions of specific exterior facing materials will be maintained in order to preserve the overall aesthetic value of the neighborhood.
- (2) There shall be no more than two principal exterior colors and one minor decorative trim color used on the exterior materials of any house. Windows, doors, under eaves, soffits and other similar details are not excluded from this requirement. The only exceptions will be roof and masonry.
- (3) All garage doors must be stained or painted in one color only to match other trim on the house.
- (4) Stucco is not permitted in white. Base wall color must be dark stucco. Battens shall be medium stucco. Stucco color approval shall be subject to the sole discretion of the Developer.
- (5) Approval for black and intense primary colors for fascia's, soffits, battens, eaves troughs and rainwater leaders shall be at the sole discretion of the Developer.
- (6) Severe contrasting colors are not permitted.

6.6 Required Exterior Materials

- (1) Lots must use a minimum of two of the following approved exterior materials:
 - a. Brick (standard size), stone, rock or other approved masonry; and
 - b. Stucco;



- (2) Aluminum soffits, eaves troughs and rainwater leaders are required subject to color being completely compatible with the rest of the house and approved by the Developer.
- (3) Entrance doors should be paneled wood or metal.
- (4) Garage doors must be painted paneled wood, or metal. Garage doors must include panels or moldings.

6.6.2 Prohibited Exterior Materials

- (1) Masonry blocks and giant bricks are not permitted.
- (2) Aluminum, vinyl, wood and concrete siding are not permitted.
- (3) Sheet metal roofing, pine and cedar shakes, steel tile roofing and exposed built up roofing are not permitted.

6.6.3 Driveways

- (1) All driveways, driveway aprons and walkways must be constructed of colored concrete and/or textured concrete and/or interlocking pavers and/or exposed aggregate concrete.
- (2) All driveways are to have expansion felt between the back of the curb (or sidewalk) and the driveway.

6.7 Lot Grading

- (1) Lots are to have positive drainage away from foundation. Interior lot side yards to have a minimum slope of 2%. This is especially important for back-to-front drainage lots to maintain positive drainage.
- (2) All lot drainage is to be to a road, ditch, or swale. Yard to yard drainage (other than at a swale) is not permitted.)
- (3) In order to take advantage of the natural land form and avoid the excessive use of retaining walls, the Purchaser should give particular attention to lot grading prior to choosing a house design.
- (4) In order to minimize the need for retaining walls between lots and provide functionality of a driveway, driveways are to have a maximum slope of less than 6%.
- (5) The Purchaser agrees to maintain the lot line grades strictly in accordance with the grading plans as approved by Cypress County. Where drainage structures have been constructed, the Purchaser agrees that this requirement shall run with the title to the lot when such lot is transferred. Non-compliance shall be cause for assessment of liquidation damages as specified in the Lot Sales Agreement.

6.7.2 Retaining Walls

- (1) The Developer shall **not** be responsible for any retaining walls which may be required on or between lots. The Purchaser's attention is drawn to the house types specified on the price lists which specify grading requirements.
- (2) Property line retaining walls must be installed and paid for by the Purchaser(s) who change the grades adjacent to the property line in such a way as to necessitate a retaining wall to be installed to restore the common lot line grades to what is shown on the lot grading plan approved by Cypress County. (i.e. increasing finished grade point beyond 4:1 slope).

- (3) Retaining walls will be limited to an exposed height of 1.0 meters (3.3 feet), unless it can be shown that a higher wall is necessary. In this instance, a stepped wall will be required to reduce the wall's visual mass. All retaining walls will be finished to compliment exterior house finishes and blend with the landscape.

6.8 Landscaping Requirements

- (1) The Purchaser must landscape any yard abutting a street (from back of sidewalk to the face of main building). In the case of corner lots the yard on two sides of the main building must be landscaped. This includes landscaping any yard between the edge of driveway and a property line. Landscaping will always include living plant material. Gravel, concrete and rock does is not landscaping.

6.9 Fencing

- (1) Any fencing installed is to be as per the fencing plan attached in Schedule A.
- (2) Fencing is not to be installed in any front yard. This is shown on the fencing plan attached as Schedule A.
- (3) Unless fencing has been installed by the developer fencing is the responsibility of the purchaser.
- (4) There are 2 types of fencing approved for installation by the purchasers in the development:
 - a. In all locations where fencing is allowed to be installed by the purchasers, black plastic-coated chain link fence, with black powder coated posts and rails, 1.5 meters (5 feet) maximum fence height and the maximum height of fence and a curb or retaining wall above the lowest adjacent ground is 1.85 meters (6 feet). Privacy slates are not allowed.
 - b. In locations only where it is designated as approved, SimTeck EcoStone fencing and posts, in brown, grey, dark brown or black in colour, 1.85 meters (6 feet) maximum fence height and the maximum height of fence and a curb or retaining wall above the lowest adjacent ground is 2.1 meters (7 feet).
 - c. In locations where SimTeck EcoStone fencing is approved black plastic-coated chain link fence, with black powder coated posts and rails, may be 1.85 meters (6 feet) maximum fence height and the maximum height of fence and a curb or retaining wall above the lowest adjacent ground is 2.1 meters (7 feet). Black Privacy slates are allowed
- (5) Other types of fencing may be approved by the Developer provided that:
 - a. in the opinion of the Developer it is an upgrade. Vinyl fences are prohibited,
 - b. The total height of the fence does not exceed 1.85 metres and the fence and any curb or retaining wall does not exceed 2.1 meters (7 feet) above the lowest adjacent the ground,
 - c. 80% of the fence (including posts) 900mm (3 feet) above the ground is open (can be seen through).

6.10 Location Specific Architectural Control Guidelines

- (1) In Desert Blume there are two unique sets of Architectural Control Guideline requirements for exterior finishes dependant on the lot location. A list of which guideline applies to which lot is attached as Schedule B. In general the two lot specific guideline requirements are as follows:
 - a. Lot Type A = Lots backing onto:



- i. Range Road 61A,
 - ii. Schlenker Land, and
 - iii. Other lots in the development; or
- b. Lot Type B = Lots backing onto:
- i. The golf course,
 - ii. The SMRID canal,
 - iii. The park, and
 - iv. The Seven Persons Creek Valley.

6.10.2 Lot Type A Guidelines

- (1) Approved brick (standard size), stone, rock or other approved masonry must be installed on the front elevation.
- (2) 600mm (2 feet) return of the brick (standard size), stone, rock or other approved masonry used on the front elevation to be used on the side elevation.
- (3) Stucco on the balance of the elevations are permitted subject to approval by the Developer.
- (4) Roofs - May use 3-tab asphalt or fiberglass shingles.

6.10.3 Lot Type B Guidelines

- (1) A minimum of 27.9 m² (300 sq. ft.) of approved brick (standard size), stone, rock or other approved masonry must be installed on the front elevation. Full brick on the first storey of a two-storey house will qualify.
- (2) 600mm (2 feet) return of the brick (standard size), stone, rock or other approved masonry used on the front elevation to be used on the side elevation.
- (3) Stucco on the balance of the elevations are permitted subject to approval by the Developer.
- (4) Additional detailing on rear elevations including the use of bay and box-out windows, dormers, brick, stucco banding and brick base.
- (5) Continuous three-storey elevations are not acceptable on walk-out lots. Whenever such a condition occurs, the visual impact of the mass must be reduced by recessed upper stories or cantilevers.
- (6) All rear decks backing on to ravines, parks, ponds, reserves, golf course, etc. must have pre-finished aluminum rails and either prefinished aluminum panels or tempered glass panels.
- (7) Roofs - Colored concrete tiles or slate are required.

SECTION 7 CONSTRUCTION

The goal is to provide well-planned and attractive communities for the benefit of residents. To accomplish this with the least possible delay, we must enlist the co-operation of every Purchaser, Builder, lot owner and sub-trade. Regulations regarding construction are provided with every Sales Agreement and should be read thoroughly before construction starts. This will give a fuller understanding of the subdivision and how problems can be avoided or overcome.

7.1 Purchaser Obligations

- (1) Lot Access



All access to a lot for construction is from the front of the lot. Purchasers are to ensure that their contractors do not access the Lot from the rear or sides as this will damage Developer installed infrastructure or landscaping.

(2) Driveway Pads on Building Lots

Prior to pouring concrete driveways in front of a building lot, the Purchaser must be careful to ensure the correct grade for the driveway. The Purchaser should examine the curb, gutter and sidewalk to make sure it has not settled in front of the driveway. Purchaser matching a driveway to a settled sidewalk, curb and gutter will be responsible to adjust the driveway when the settlement to the sidewalk, curb and gutter is repaired.

(3) Location of Utilities

County regulations prohibit the construction of permanent structures such as garages, sidewalks, patios, etc. over any utility lines so basic planning of all structures must take this into consideration.

(4) Underground Utilities

Prior to the excavation, the Purchaser must contact all the shallow utility companies for utility locations. The Developer accepts no responsibility for locating these utilities. All electrical service lines from the main distribution system to the home shall be underground and shall be constructed at the Purchaser's expense.

(5) Protection of Surface Components of Underground Utilities.

Sub-contractors in the process of landscaping and grading the lot are often the cause of serious damage to lot service water valves, water valves and hydrants. The Builder should never cover these over or damage them as the Purchaser is not only charged with the cost of repairs to these items, but also with the cost of locating them in the event a utility crew has to make a special trip to locate them. We suggest that lot service water valves be located, clearly marked and tested one week before the residents move in to avoid delay in case of damage, leaking or frozen lines.

Initially, stakes are provided, locating the lot service water valves and grading crews should make sure that these stakes remain in place.

The plumber completing the house connections will often forget to replace the stake marking the lot service water valve and it may subsequently become buried or damaged resulting in additional costs to the Purchaser.

(6) Disposal of Excavation Dirt and Construction Waste

Excess excavation dirt and construction waste must not be piled anywhere unless such site is designated by the Developer and the Purchaser expressly receives permission from the Developer.

Excavation dirt must be kept within the confines of the lot. When spillage on a road or sidewalk occurs, the Purchaser will be required to remove the dirt and clean-up. If clean-up work is not done, the dirt will be removed and the cost of removal and clean-up will be charged to the Purchaser.

(7) Waste Material and Litter on Building Site

The Purchaser must control waste material and litter on each of the building lots. As such, **waste bins are required for collection of waste constructions materials.** If such waste materials must be



removed by the Developer, the cost shall be charged back to the Purchaser(s) of the particular lot(s) or area. Waste bins must be placed off the roads and sidewalks.

(8) Weed Control

The Purchaser must keep the building lot neat and tidy. Weeds are to be controlled by mowing at a minimum.

(9) Construction Water

The Developer cannot authorize the use of hydrants for water supply in the subdivision. Application must be made to the County for permits to obtain construction water and the County will advise where water can be obtained.

(10) Damages to Utilities and Surface Improvements

It is the responsibility of the Purchaser to inspect the lot himself to determine the condition of all utilities and surface improvements and to notify the Developer of any damages to Developer installed infrastructure prior to commencing building on the lot. If any are damaged before the Purchaser has possession of the Lot the repairs shall be the responsibility of the Developer otherwise it will be assumed there were no damages. The Purchaser is responsible for all damages to the utilities and surface improvements until the time the house is complete in accordance with the Lot Sale Agreement, the Architectural Control Guidelines and the Construction Regulations.

(11) Trench settlements

Trench settlements within the lot boundaries are the Purchaser's responsibility.

(12) The Purchaser must notify the Developer should any problems arise during construction with regard to design elements or grade situations in order that a site inspection can be carried out and the problem rectified. If such problems have been caused by the Purchaser's house and lot grade design, the Purchaser shall be responsible for an inspection fee as per Schedule C, per additional inspection.

SECTION 8 SECURITY | INSPECTIONS | DAMAGE

8.1 Security Deposit

- (1) The security deposit referred to in the Lot Sales Agreement (which covers both construction damage and architectural control) will only be refunded:
 - a. Upon completion of the house (including grading, loaming, sodding, driveway and aprons) as per the approved drawings, plot plans, and the Lot Sales Agreement.
 - b. To the Purchaser.
- (2) Deposit = \$5,000.00 payable to Meadowlands Development Corporation (Developer).
- (3) When the house is complete, the Purchaser notifies the Developer to have the post inspection carried out and then may apply for security deposit refund.



8.2 Damaged Developer Installed Infrastructure

- (1) To meet the Developer's warranty obligations with Cypress County the Developer must repair or replace all damaged Developer installed infrastructure. Repairs and or replacements made by the Purchaser will likely have to be removed and the repair made by the Developer.
- (2) Purchaser damage to Developer installed infrastructure may cause delays in the release of Developer posted security by the County. As such the repair to Developer installed security is calculated on the actual cost of the repair plus a percentage that covers the Developer's overhead costs, security cost, inspection costs and engineering costs.
- (3) The Developer will invoice the Purchaser for the cost of any infrastructure that is damaged by the Purchaser, his agents, contractors and their sub-contractors or suppliers.
- (4) Where the Purchaser feels that the damages were done by the Purchaser's agents, contractors and their sub-contractors or suppliers, the Purchaser is responsible to pay the Developer for the costs to repair the infrastructure and seek reimbursement from the Purchaser's agents, contractors and their sub-contractors or suppliers who caused the damages.
- (5) Where the Purchaser feels that the damages were not done by the Purchaser, his agents, contractors and their sub-contractors or suppliers, the Purchaser may appeal the charges to the Developer.
- (6) If the Purchaser fails to pay the invoice for damages to Developer installed infrastructure, the Developer will deduct the invoice from the value of the Developer's Security Deposit.

8.3 Inspections

- (1) The following inspections will be carried out during the construction of each house. All inspections will be at the request of the Purchaser.
- (2) Purchaser must give at least one week notice to the Developers Consultant to schedule an Inspection. Inspections will be carried out on a staff availability and weather permitting basis and normally require two weeks from contact to completion.

8.3.2 Pre Construction Inspection

- (1) Pre Construction inspections gauge the status of the property before construction occurs. This assessment sets the baseline for damage that is attributable to the Purchaser / Builder during the construction period.
- (2) The Developer or its agent will assess and record the condition of the following items:
 - a. Concrete sidewalks, curb & gutters, concrete swales.
 - b. Lot service water valve (lot service water valve) will be inspected for cleanliness and condition.
 - c. Property Pins.
 - d. Asphalt pavement in front of the property.
 - e. Fire Hydrants.
 - f. Street Furniture (light standards, electrical/communication boxes).
- (3) It is recommended that the Purchaser / Builder to be present during the inspection.
- (4) Sidewalks, curbs & gutters and swales should be in a clean condition free of dirt, mud and snow prior to the inspection. If the concrete is obscure, the inspector will deem the concrete to be in pristine condition and the Purchaser will be responsible for all damage.

8.3.3 Post Construction Inspection

- (1) When the Purchaser considers that the construction of the house, grading and landscaping to be complete, the Purchaser may contact the Developer to have a final inspection carried out. The Developer or the Developer's Consultant will carry out the final inspection(s). It is the Purchaser's responsibility to ensure that the house and lot have been totally completed in accordance to the approved plans and that the following items have been completed:
 - a. Compliance of footing grades and finished lot grades to the Lot Slip.
 - b. All siding, trim, painting and or staining and parging,
 - c. Exterior light fixtures installed,
 - d. Loam and sod in place and to final grade,
 - e. Driveways, sidewalks,
 - f. Any and all required retaining walls constructed,
 - g. Felt installed between driveway/sidewalks and the sidewalk on the roadway,
 - h. Lot service water valve (lot service water valve) exposed and identified,
 - i. Required landscaping completed, and
 - j. No damage to sidewalks, lot service water valves and other surface utilities and improvements abutting the lot.
- (2) The Developer will conduct an inspection for:
 - a. Required works have been completed,
 - b. Compliance with the Architectural Guidelines approved plans, and
 - c. Damages to developer installed improvements.
- (3) The Developer will notify the Purchaser in writing of any incomplete work, unapproved deviations from the Architectural Guidelines, and damages to Developer installed improvements and:
 - a. In the case of incomplete work retain the full security deposit and inform the Purchaser that the next inspection will be carried out once the work is completed and the re-inspection fee is paid.
 - b. In the case of unapproved deviations from the Architectural Guidelines retain the full security deposit and request the Purchaser provide a plan for:
 - i. Bringing the lot into compliance,
 - ii. Seeking approval for the deviations, and / or
 - iii. Paying the fees assessed by the Developer for none compliance.

Fees will be assessed for re-inspection and applications for deviations from the Architectural Guidelines as laid out in this document. All fees must be paid prior to the Developer releasing any of the Developer held security.
 - c. In the case where everything is satisfactory the Developer will release the Developer held security without interest to the Purchaser.

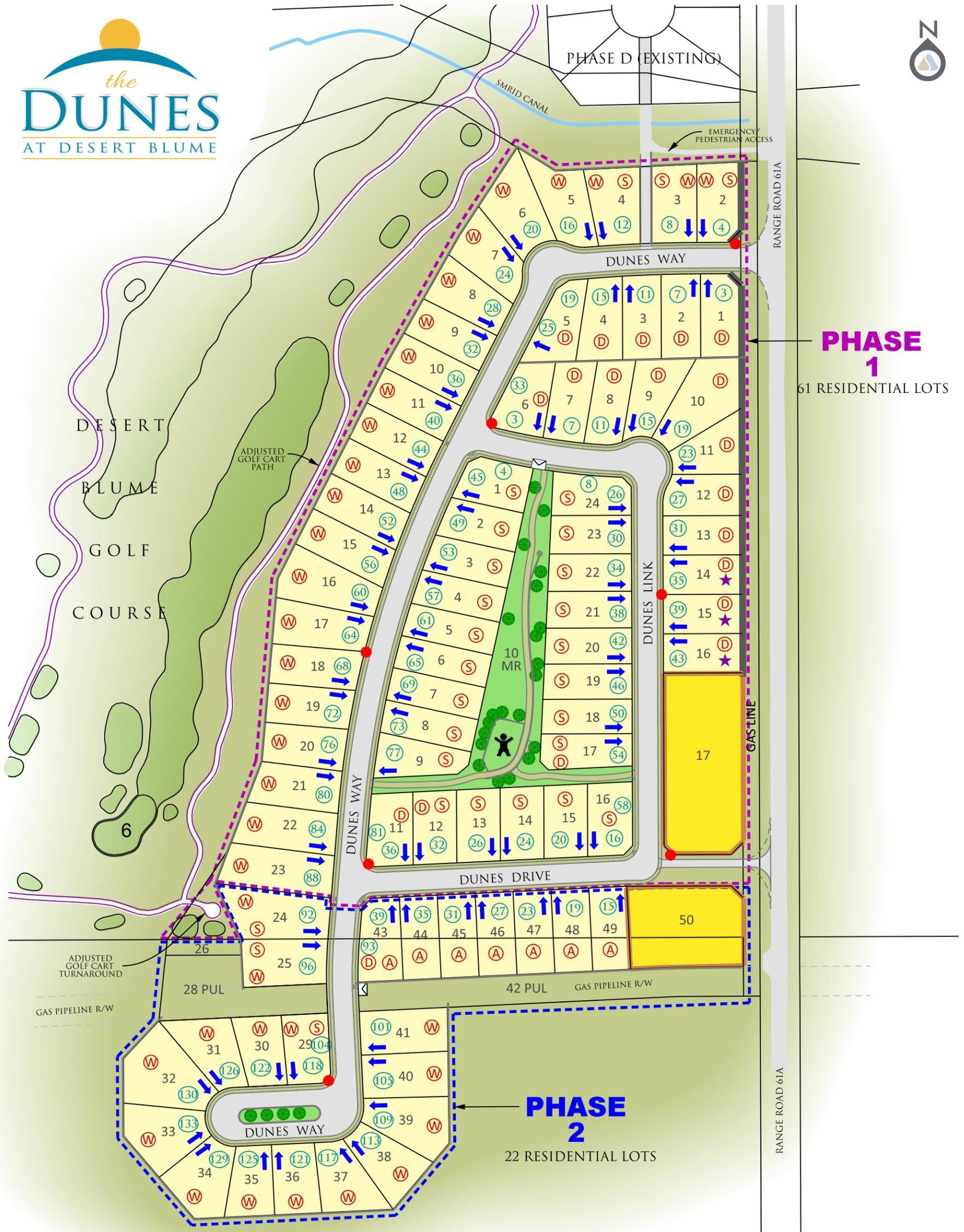


SCHEDULE "A" **MAPS OF THE DUNES OF DESERT BLUME**

Overall Plan

Architectural Guideline Lot Type Plan

Architectural Guideline Fence Plan



Legend

- | | |
|---|--------------------------|
| Low Density Residential | Concrete Fence |
| Park Space | Wood Rail Fence |
| Open Space (unmanicured) | Lot Number |
| Possible Future Low Density Residential | Tentative Street Address |
| Recommended Driveway Location | Walkout |
| Building Height Restriction (Bungalow only) | Partial Walkout |
| Hydrant | Standard Split Drainage |
| Tentative Mailbox Location | Back to Front Drainage |
| Tot Lot | |

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Lot Sales Plan

Desert Blume Phase D South
Cypress County, AB

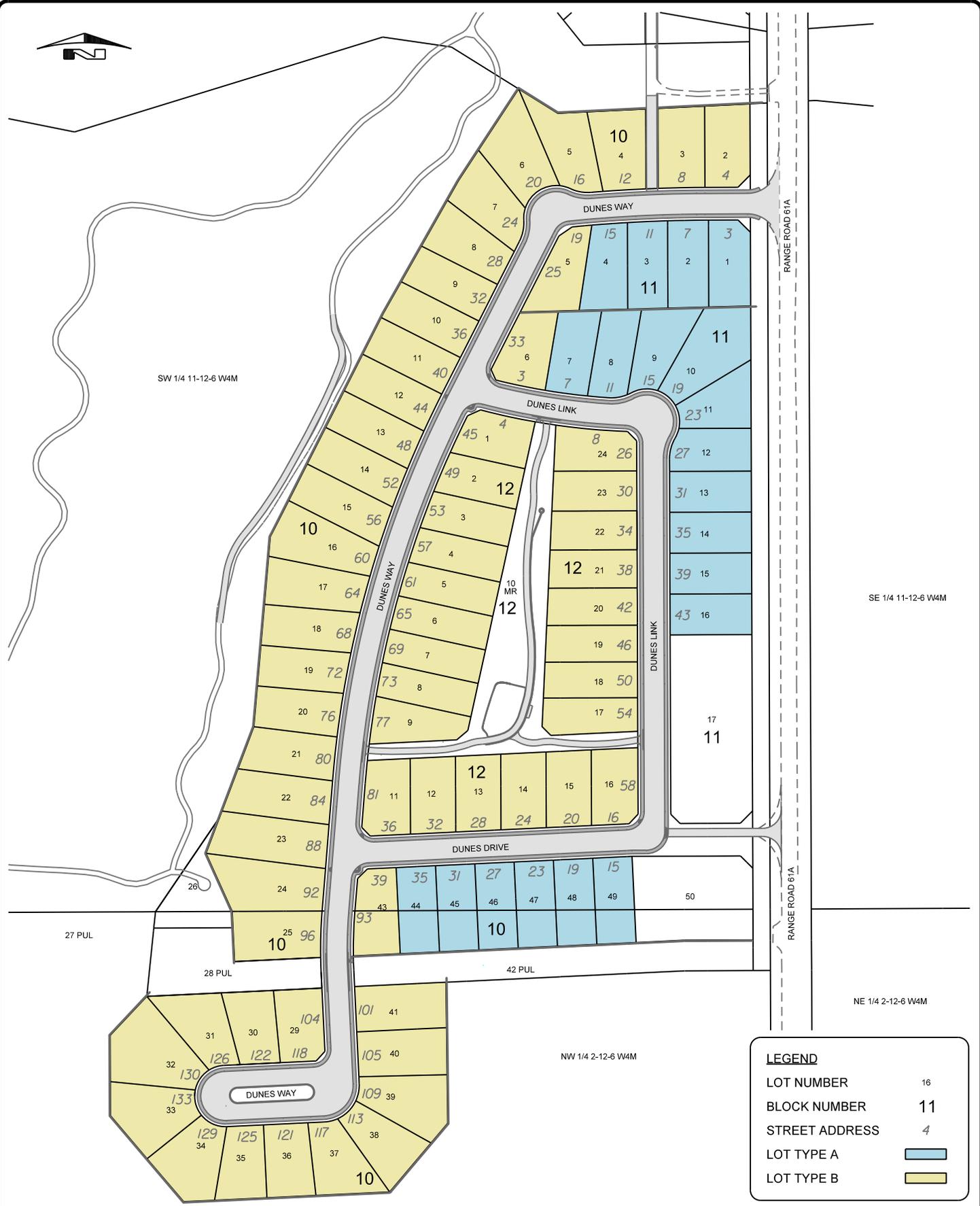
25 Nov 2015

Scale: 1:2000



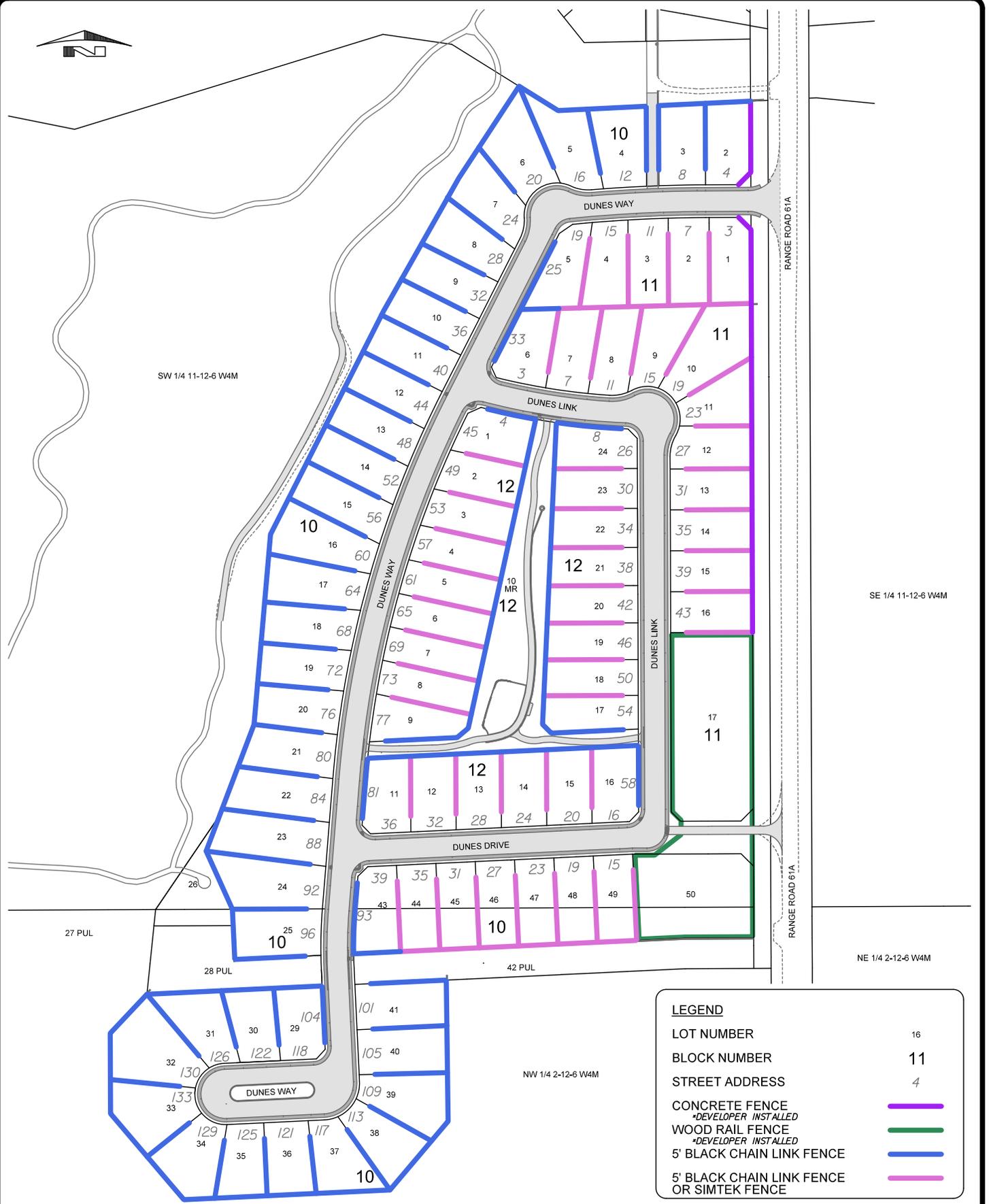
Scheffer Andrew Ltd.
Planners & Engineers

schefferandrew.com



LEGEND	
LOT NUMBER	16
BLOCK NUMBER	11
STREET ADDRESS	4
LOT TYPE A	
LOT TYPE B	

ARCHITECTURAL GUIDELINES LOT TYPE DESERT BLUME D-SOUTH CYRPESS COUNTY



**ARCHITECTURAL GUIDELINES FENCE TYPE
DESERT BLUME D-SOUTH
CYRPESS COUNTY**

Scale 1:2500
January 2016



SCHEDULE "B" LOT REQUIREMENTS

BLK NO.	LOT NO.	ADDRESS	GRADING LOT TYPE	ARCHITECTURAL GUIDELINES LOT TYPE	RESTRICTIVE COVENANTS & ENCUMBRANCES					
					FILL EXCESS OF 1.2m	REAR DRAINAGE SWALE	LOTS AFFECTED BY TRAP LOWS	HEIGHT RESTRICTION	FENCE MAINT.	
10	2	4	Dunes Way	SW	B		X	X		X
10	3	8	Dunes Way	SW	B		X	X		
10	4	12	Dunes Way	SW	B		X	X		
10	5	16	Dunes Way	W	B	X	X	X		
10	6	20	Dunes Way	W	B	X	X	X		
10	7	24	Dunes Way	W	B	X	X			
10	8	28	Dunes Way	W	B		X			
10	9	32	Dunes Way	W	B		X	X		
10	10	36	Dunes Way	W	B		X	X		
10	11	40	Dunes Way	W	B		X	X		
10	12	44	Dunes Way	W	B		X	X		
10	13	48	Dunes Way	W	B		X	X		
10	14	52	Dunes Way	W	B		X			
10	15	56	Dunes Way	W	B		X			
10	16	60	Dunes Way	W	B	X	X			
10	17	64	Dunes Way	W	B	X	X			
10	18	68	Dunes Way	W	B	X	X			
10	19	72	Dunes Way	W	B	X	X			
10	20	76	Dunes Way	W	B	X	X			
10	21	80	Dunes Way	W	B	X	X			
10	22	84	Dunes Way	W	B	X	X			
10	23	88	Dunes Way	W	B	X	X			
10	24	92	Dunes Way	SW	B		X			
10	25	96	Dunes Way	SW	B	X	X			
10	29	104 118	Dunes Way Dunes Way	SW	B	X				
10	30	122	Dunes Way	W	B	X				
10	31	126	Dunes Way	W	B	X		X		
10	32	130	Dunes Way	W	B	X	X	X		
10	33	133	Dunes Way	W	B	X	X			
10	34	129	Dunes Way	W	B	X	X			



BLK NO.	LOT NO.	ADDRESS	GRADING LOT TYPE	ARCHITECTURAL GUIDELINES LOT TYPE	RESTRICTIVE COVENANTS & ENCUMBRANCES				
					FILL EXCESS OF 1.2m	REAR DRAINAGE SWALE	LOTS AFFECTED BY TRAP LOWS	HEIGHT RESTRICTION	FENCE MAINT.
10	35	125 Dunes Way	W	B	X	X			
10	36	121 Dunes Way	W	B	X	X			
10	37	117 Dunes Way	W	B	X	X			
10	38	113 Dunes Way	W	B	X	X			
10	39	109 Dunes Way	W	B	X	X			
10	40	105 Dunes Way	W	B	X	X	X		
10	41	101 Dunes Way	W	B	X	X	X		
10	43	93 Dunes Way	DA	B			X		
		39 Dunes Drive							
10	44	35 Dunes Way	A	A		X			
10	45	31 Dunes Way	A	A		X			
10	46	27 Dunes Way	A	A		X			
10	47	23 Dunes Way	A	A		X	X		
10	48	19 Dunes Way	A	A		X	X		
10	49	15 Dunes Way	A	A		X	X		
11	1	3 Dunes Way	D	A					X
11	2	7 Dunes Way	D	A					
11	3	11 Dunes Way	D	A					
11	4	15 Dunes Way	D	A					
11	5	19 Dunes Way	D	B					
		25 Dunes Way							
11	6	33 Dunes Way	D	B		X			
		3 Dunes Link							
11	7	7 Dunes Link	D	A		X	X		
11	8	11 Dunes Link	D	A		X			
11	9	15 Dunes Link	D	A		X			
11	10	19 Dunes Link	D	A		X			X
11	11	23 Dunes Link	D	A					X
11	12	27 Dunes Link	D	A					X
11	13	31 Dunes Link	D	A					X
11	14	35 Dunes Link	D	A				X	X
11	15	39 Dunes Link	D	A				X	X



BLK NO.	LOT NO.	ADDRESS	GRADING LOT TYPE	ARCHITECTURAL GUIDELINES LOT TYPE	RESTRICTIVE COVENANTS & ENCUMBRANCES				
					FILL EXCESS OF 1.2m	REAR DRAINAGE SWALE	LOTS AFFECTED BY TRAP LOWS	HEIGHT RESTRICTION	FENCE MAINT.
11	16	43 Dunes Link	D	A			X	X	X
12	1	4 Dunes Link	S	B					
		45 Dunes Way	S	B					
12	2	49 Dunes Way	S	B					
12	3	53 Dunes Way	S	B					
12	4	57 Dunes Way	S	B					
12	5	61 Dunes Way	S	B					
12	6	65 Dunes Way	S	B					
12	7	69 Dunes Way	S	B					
12	8	73 Dunes Way	S	B					
12	9	77 Dunes Way	S	B					
12	11	81 Dunes Way	D	B					
		36 Dunes Drive	D	B					
12	12	32 Dunes Drive	DS	B					
12	13	28 Dunes Drive	S	B					
12	14	24 Dunes Drive	S	B					
12	15	20 Dunes Drive	S	B					
12	16	16 Dunes Drive	S	B					
		58 Dunes Link	S	B					
12	17	54 Dunes Link	DS	B			X		
12	18	50 Dunes Link	S	B			X		
12	19	46 Dunes Link	S	B			X		
12	20	42 Dunes Link	S	B					
12	21	38 Dunes Link	S	B			X		
12	22	34 Dunes Link	S	B			X		
12	23	30 Dunes Link	S	B			X		
12	24	8 Dunes Link	S	B			X		
		26 Dunes Link	S	B					



SCHEDULE "C" "ARCHITECTURAL GUIDELINE APPLICATION"

1. **Checklists**

The application of Desert Blume Architectural Guidelines (AG) for Phase D North will be administered through checklists. There are three Checklists that will be used:

- Plan review checklist,
- Preconstruction checklist
- Post construction checklist

Checklists are available to the Purchaser if they wish to see how the plans will be reviewed.

2. **Architectural Guideline Submissions:**

Required documents to be submitted:

- a. Filled out background Information sheet
- b. Two sets of house plans
- c. Two sets of plot plans
- d. Security Deposit of \$5,000.00 made to Desert Blume Development.



SCHEDULE "D" FEES AND CHARGES

1. <u>Additional Fees</u>	
The following fees are to be paid by the purchaser prior to the requested work being done:	
a. Request for deviation from Architectural Control Guidelines (at time of application)	\$200.00
b. Request for change to recommended garage location.	\$150.00
c. Request for changes to plans that have Architectural Guideline Approval (prior to construction of the item).	\$100.00
d. Request for deviation from Architectural Control Guidelines (prior to construction of the item)	\$250.00
e. Request for deviation from Architectural Control Guidelines (after construction of the item).	\$500.00
f. Requested changes to the Lot Grading Plan (changes to adjacent lot grades)	\$2,000.00
g. Re-inspection (Pre Construction)	\$250.00
h. Re-inspections (Post Construction)	\$250.00
2. <u>Deviation from Architectural Guideline Plan Approval</u>	
The following charges will be made against the Purchaser for deviating from the Architectural Guideline Plan Approval (note approved changes will not be charged):	
a. Missing or insufficient brick, stone, rock or other approved masonry	\$1,000.00
b. Missing exterior lighting	\$500.00
c. Unapproved colour	\$500.00
d. Elevation facing a street missing feature elements such as bay or box-out windows shown on the approved drawings.	\$1000.00
e. No felt between driveway and sidewalk	\$500.00
3. <u>Damage to Developer Installed Infrastructure</u>	
The following charges will be made against the Purchaser for damages to Developer installed infrastructure:	
a. Lot service water valve damage. (Typical range \$500 - \$4,000)	Cost Plus 30%
b. Broken Developer installed concrete (sidewalks, swales, curbs and gutters. Please note that rear lot drainage swales will have significant costs due to access restrictions.)	Cost Plus 30%
c. Damaged Street Furniture	Cost Plus 30%
d. Damage to Landscaping	Cost Plus 30%
e. Damage to Natural Areas	Cost Plus 30%
f. Damage to Fencing	Cost Plus 30%