

# *Village of Delburne*

## Residential Land Policies, Requirements and Procedures Fawn Meadows Estates Phases 1, 2 and 3

Fawn Meadows Estates is located on the southwest corner of the Fawn Meadows Golf Course east of 18<sup>th</sup> Avenue and north of 18<sup>th</sup> Street in the Village of Delburne. The subdivision provides a variety of lot shapes and sizes to accommodate the needs of today's society.

### **A HOMEOWNER APPLICATIONS ONLY**

Purchasers in the homeowner category may not purchase a lot if they are presently constructing a development on a previously purchased Village lot.

### **B CONTRACTOR APPLICATIONS ONLY**

To purchase a lot as a contractor, contractors must present a current Village of Delburne Business License upon making application.

Contractors will be permitted to purchase a maximum of three lots. Additional lots may be purchased as other lots are developed.

### **C GENERAL POLICIES AND REQUIREMENTS WHICH APPLY TO BOTH HOMEOWNER AND CONTRACTOR APPLICANTS**

- 1) An offer shall to purchase must be made in writing on the approved form.
  - a) 10% of the purchase price must accompany the Offer to Purchase.
  - b) The balance of the purchase price, plus GST (6% of total purchase price purchaser is unable to fulfill the terms of the contract, the Village return the deposit paid to the Village **less** 10% of the purchase price plus any expenses incurred by the Village.
  - c) G.S.T. is not p), shall be received within three (3) calendar months of the date the offer to purchase is made to the Village.
- 2) If the ayable to the Village by contractors, provided they furnish to the Village their G.S.T. Registration Number and complete the Undertaking attached to their agreement as Schedule "B".
- 3) The Duplicate Certificate of Title and land transfer will not be released until the lot is paid for in full and either:
  - a) the construction of the residence is completed; or
  - b) a mortgage has been approved in the name of the Applicant for construction, in which case a transfer back of title to the Village will be required.
5. Construction must, for Phase One, commence not later than 12 months from the date of the acceptance of the Offer to Purchase, and must be completed not later than 18 months from the date of the said agreement. "Commence construction" means that the basement walls and sub-floor shall be completed and in place, and the outside basement excavation is back-filled, as determined by the Village.

6. If, after the Offer to Purchase is accepted by Council, an Applicant fails to commence construction, or desires to cancel such agreement, he shall be entitled only to a refund of that portion of the purchase price paid by the Applicant under the said Option Agreement, less:
  - a) an amount equal to the deposit plus any expenses incurred by the Village.
7. The Applicant, prior to commencement of construction, may:
  - a) exchange his/her lot for another Village owned lot in the same phase of Fawn Meadows Estates, if available, and paying a fee of \$100. All dates and requirements of the original agreement will continue to apply;
  - b) exchange his/her lot for a Village owned lot in a different phase of Fawn Meadows Estates, if available, and paying a fee of \$500.00.
  - c) The Applicant will not be permitted to exchange his/her lot for another Village owned lot within the Village.
8. Notwithstanding any representations made, the title to all lots sold by the Village shall except all mines and minerals and shall be subject to all easements and restrictions registered against the title to such lands.
9. Prices and lot dimensions are listed in the attached price list and schedules, Lot prices are subject to change without notice and will not be considered firm until the Offer to Purchase is accepted by Council.
10. The Applicant will be responsible for payment of property taxes levied on the lot from the first day of the month following the day the lot is paid for in full.
11. Pre-grading and Site Grading:
  - a) The site will be pre-graded but not leveled to finished drainage grades. Final lot leveling is the responsibility of the applicant.
  - b) Applicants are to confirm proposed lot corner elevation (rear and front) and recommended landscaping grades with the Development Officer.
  - c) Purchasers are advised to contact the purchasers of abutting lots to determine compatibility of house design, elevation and drainage grades.

#### **D RESPONSIBILITIES OF THE APPLICANT**

1. It is the responsibility of the Applicant(s):
  - b) To investigate the title to the purchased lot at the Land Titles Office in Edmonton, Alberta;
  - c) To check for and confirm easements as shown on the maps;
  - d) To provide for the installation and connection to the electrical service lead, video, telephone, gas services, water service and sanitary services from the meters on the building to the utility system at a point on the property line designated by the Village, the location of which will be supplied by the relevant utility supplier;
  - e) To check for and confirm utility with the Village (749-3606), ATCO Electric (1-800-668-2248), ATCO Gas (310-5678), Persona

- Communications – Cable TV (780-440-2525) and review maps to determine front or rear servicing of the lot.
- f) To review the attached maps and consult with the Development Officer to obtain side yard requirements, maximum and minimum floor areas required, Building Line Frontages, and Front and Rear Yard Setback requirements, to make themselves aware of the location of utility facilities which may be in conflict with proposed building plans, and determine if the proposed dwelling and garage meets Land Use Bylaw 737 (and amendments) requirements and other restrictions that may apply;
  - g) To submit building plans in metric dimensions;
  - h) To protect the property survey pins which have been checked and placed by an Alberta Land Surveyor prior to the transfer of title. The Village shall not be responsible for the placement of property pins after the lot has been sold;
  - i) To contain the excavation dirt from the basements and any construction debris, entirely within the lot property lines;
  - j) To provide for the placement and hauling of black dirt for landscaping purposes;
  - k) That if a driveway is proposed, the location is subject to approval by the Village. Curbcut and sidewalk crossing will not be permitted as a modified type of rolled monolithic curb will be constructed in these areas. Settlement of driveways in the easement and boulevard areas are to be the responsibility of the Applicants.
  - l) To obtain information from the Village to ensure that the house type is compatible with sewer grades as footing elevations within the subdivision will vary;
  - m) The Village makes no representation or warranties with respect to subsoil or foundation conditions and it is the sole responsibility of the Purchaser to take appropriate steps to ensure adequate foundations for any buildings erected thereon.
  - n) To advise the Development Officer upon completion of a final inspection. If the property is transferred prior to the completion of the development, a caveat will be placed on the title with respect to development. The Village will discharge the caveat upon confirmation from a licensed Building Inspector that the dwelling has been approved for occupancy.
  - o) To adhere to the Architectural Development Guidelines for the specific subdivision attached as “Schedule A” to this brochure and the Purchase Agreement.
  - p) To provide the Development Officer with a Real Property Report (RPR) and to pay to the Village any fees or charges associated with non-compliance of the Land Use Bylaw and the Development Agreement.

**Schedule "A"****Architectural Development Guidelines****Introduction:**

These architectural guidelines are intended to encourage building designs which enhance the natural and planned features of the subdivision. The controls set forth the development criteria which will establish and maintain the investment value and integrity of the area, and direct home buyers, contractors and designers towards appropriate elevations and treatments.

House plans will be reviewed in terms of their adherence to these guidelines.

**A HOUSE TYPE DEFINITION**

1. Bungalow: floor area contained on one level, contains no stair risers up from main level
2. Bi-Level: has an equal number of stair risers up and down
3. Split-Level: contains at least two levels above grade which are separated by stair risers
4. Two-Storey: minimum of 14 stair risers between levels, with a minimum second floor area of  $\frac{1}{2}$  of the total main floor area.

**B MINIMUM SIZE REQUIREMENTS**

1. Type 1 Single Family Dwelling:
  - a) Bungalow: 1400 sq. ft. above lot grade
  - b) Bi-Level: 1400 sq. ft. above lot grade
  - c) Split-Level: 1400 sq. ft. on two levels above lot grade
  - d) Two-Storey: 1600 sq. ft. above lot grade; with a minimum main floor area of 1067 sq. ft. and a minimum second floor area of 533 sq. ft.
  - e) The Development Officer will consider size variance applications of up to 10% of the minimum size requirements on Type 1 Dwellings only.
2. Type 1A Single Family Dwelling:
  - a) Bungalow: 1260 sq. ft. above lot grade
  - b) Bi-Level: 1260 sq. ft. above lot grade
  - c) Split-Level: 1260 sq. ft. on two levels above lot grade

- d) Two-Storey: 1600 sq. ft. above lot grade; with a minimum main floor area of 1067 sq. ft. and a minimum second floor area of 533 sq. ft.

With the purchase of a Type 1 or Type 1A lot, as security for performance of and adherence to the Architectural Design Guidelines, the Purchaser shall pay to the Village the sum of \$1,000.00. Upon completion of construction in compliance with the Architectural Development Guidelines, as determined by the Development Officer, the Village shall refund the said sum of \$1,000.00 to the Purchaser or his assignee.

3. Type 2 Single Family Dwelling:

- a) Bungalow: 1056 sq. ft. above lot grade
- b) Bi-level: 1056 sq. ft. above lot grade
- c) Split-Level: 1056 sq. ft. above lot grade
- d) Two-Storey: 1400 sq. ft. above lot grade; with a minimum main floor area of 933 sq. ft. and a minimum second floor area of 467 sq. ft.

## C MATERIALS

The intent is to both provide variety on the street through the use of different materials, as well as establish and maintain the compatibility and investment value of the homes within Fawn Meadows Estates.

1. Type 1:

- a) Exterior Finish: All siding must be horizontal or as approved by the Development Officer. Each house is limited to one siding material OR stucco OR masonry finish. Siding and stucco must have one additional masonry finish as an accent. The Development Officer reserves the right to restrict colour choice. Masonry finishes shall include brick, stone or cultured stone.
- b) Driveways: Front driveways are mandatory. Front driveways must be constructed of concrete, pavers or washed aggregate. Driveways constructed of concrete or pavers may have brick accent or edgings. Washed aggregate driveways must have brick accents or edgings.
- c) Garages: Double front attached garages are mandatory.
- d) Roofing: Acceptable roofing materials will be cedar shakes, clay tiles, concrete shingles, fiberglass shingles or asphalt shingles. Metal shingles may be considered on a site-by-site basis.

2. Type 1A:

- a) Exterior Finish: All siding is to be horizontal or as approved by the Development Officer. Each house is limited to one siding material OR stucco OR masonry finish. Siding and stucco finishes must have one

additional masonry finish as an accent. The Development Officer reserves the right to restrict colour choice. Masonry finishes shall include brick, stone or cultured stone.

- b) Driveways: Front or rear driveways are acceptable. Front driveways must be constructed of concrete, pavers or washed aggregate. Driveways constructed of concrete or pavers may have brick accent and edgings. Driveways with washed aggregate must have brick accent or edgings.
- c) Garages: Double front attached garages are mandatory where front driveways are planned. Attached rear or detached rear garages are allowed for rear driveways.
- d) Roofing: Acceptable roofing materials will be cedar shakes, clay tiles, concrete shingles, fiberglass shingles, or asphalt shingles. Metal shingles may be considered on a site-by-site basis.

3. Type 2:

- a) Siding: All siding must be horizontal or as approved by the Development Officer. Each house is limited to one siding material OR stucco OR masonry finish. Siding or stucco may use a masonry finish as an accent. The Development Officer reserves the right to restrict colour choice.
- b) Driveways: Front or rear driveways are permitted. Front driveways are mandatory where no back lane exists. Front driveways must be constructed of concrete, pavers or washed aggregate. Front driveways constructed of concrete or pavers may have brick accent and edgings. Washed aggregate driveways must have brick accent or edging. Front driveways will not be permitted on lots that do not have a front attached garage.
- c) Garages: Front attached, rear attached, or rear detached garages, either single or double, are permitted. Carports are not permitted.
- d) Roofing: Acceptable roofing materials will be cedar shakes, clay tiles, concrete shingles, fiberglass shingles, or asphalt shingles. Metal shingles will be considered on a site-by-site basis.

**D. LANDSCAPING GRADES**

The landscaped grade of a lot must always slope away from the house and be integrated into the subdivision system of drainage. Finished elevations are provided on the attached maps.

## **E DEVELOPMENT PERMITS**

Development permits are issued by the Village. Permits will not be issued until the property is paid for, in full, plus GST, or a mortgage has been approved in the name of the Applicant.

## **F WALK-OUT BASEMENTS**

Walk-out basements are permitted as marked on the attached map. Walk-out basements will be permitted on other lots at the discretion of the Development Officer. Plans detailing proposed drainage will be required for all walk-out basement development.

## **G FENCING**

1. The Village of Delburne will install, at its expense 5-foot chain link fence around the perimeter of Fawn Meadows Estates. The fence may encroach along the rear property line of some lots, as indicated on the attached map. Maintenance of the fence will become the responsibility of the property owner, and a Restrictive Covenant or Caveat may be placed on the title to each affected lot that will prohibit the removal or alteration of the structure in any manner.
  - a) Side yard fencing may only extend from the rear property line to the front of the house, and will not be permitted beyond the front of the house.
  - b) Properties backing directly onto to Golf Course shall have a side yard height restriction of five (5) feet. Rear fences are not permitted.

## **H LANDSCAPING**

1. **All properties backing onto the Golf Course** will have restrictions for rear yard development. Buildings in the rear yard shall be no more than 12 ft X 12 ft or 144 sq. ft. All buildings in the rear yard shall have the same roofing material, siding, stucco, or masonry finish as the residence. Vehicle, RV and ATV parking or storage will not be allowed in the rear yard.
2. Property owners, if they wish to provide yard definition, may plant trees and shrubs within the front and rear yards of their properties.
  - a) Trees must be planted so that, at maturity, they will not encroach upon the neighbouring properties.
  - b) Trees and shrubs may not be planted on the property line.