

SCHEDULE 6 – CONDITIONS OF PLAN OF COMMON ELEMENT CONDOMINIUM

**CONDITIONS OF DRAFT APPROVAL FOR
PLAN OF COMMON ELEMENT CONDOMINIUM
FILE: D07CDM22.001 - D&M DEVELOPERS INC.
DATED: JULY 4, 2022**

LEGAL DESCRIPTION

**PART OF LOT 277, REGISTERED COMPILED PLAN 1098
AND PART OF LOTS 1 TO 4, BLOCK 15, REGISTERED PLAN 31
AND PART OF LOT 7, BLOCK 15, REGISTERED PLAN 63
TOWN OF HALTON HILLS, REGIONAL MUNICIPALITY OF HALTON
12 CHURCH STREET EAST (ACTON)**

The conditions, which shall be fulfilled prior to final approval of this Plan of Common Element Condominium, are as follows:

TOWN OF HALTON HILLS

1. The approval shall relate to a Draft Plan of Common Element Condominium (CEC) prepared by Tarasick McMillan Kubicki Limited.
2. That the Owner shall submit to the Town, the Plan of Common Element Condominium pre-approved by the Registry Office and satisfactory to the Town, prior to final approval of the Plan of Common Element Condominium.
3. The Owner shall submit to the Town one reproducible mylar copy of the registered Plan of Common Element Condominium within one (1) month of the registration of the Plan and shall submit computerized Plan information in a format satisfactory to the Town.
4. The Owner shall pay all applicable Release and Final Approval fees to the satisfaction of the Town.
5. The Owner shall pay any outstanding taxes owing to the Town for the entire development.
6. That the Owner satisfies all conditions of Draft Approval for Plan of Subdivision D12SUB22.001 and registers the Plan of Subdivision at the Land Registry Office.
7. For the purposes of notification and advertisement, the Owner agrees to include the following notices to all prospective purchasers and in all offers of purchase and sale for the common element condominium and townhouse development:

- a. A simplified list detailing the unit owner's responsibility (financially and otherwise) for the maintenance, care and replacement of/to their unit, and the Condominium Corporation's areas of responsibility for maintenance, care, replacement of/to common element areas to the satisfaction of the Town of Halton Hills.
 - b. The location of snow storage throughout the development and the related responsibilities of the condominium association and property owners.
 - c. That the enclosed garage is intended for vehicle storage and forms a component of the total parking requirements calculations (2 private spaces per unit).
8. The Owner shall submit to, and obtain approval of, the Town regarding the form and content of the Condominium Description and Declaration.
9. Owners and prospective purchasers of the PotIs are advised that the Town of Halton Hills (the Municipality) is not in any way responsible for the creation or enhancement of:
 - a. The provision of the Condominium Documents (including the Declaration, Disclosure Statement and Rules) that establish and describe that program; and the easements, rights and restrictions that have been put in place by the Condominium Corporation to implement the program.

TIMEFRAME

10. That the Owner agrees that draft approval shall lapse three (3) years from the date of issuance of draft approval by the Town of Halton Hills. Any extension after the initial 3-year period is contingent upon a review and possible revision to the draft plan conditions to ensure they remain current and reflect best practices.

HALTON DISTRICT SCHOOL BOARD

11. The owner agrees to place the following notification in all offers of purchase and sale for all lots/units and in the Town's condominium agreement, to be registered on title:
 - a. Prospective purchasers are advised that schools on sites designated for the Halton District School Board in the community are not guaranteed. Attendance at schools in the area yet to be constructed is also not guaranteed. Pupils may be accommodated in temporary facilities and/or be directed to schools outside of the area.
 - b. Prospective purchasers are advised that school busses will not enter cul-de-sacs and pick up points will be generally located on through streets convenient to the Halton Student Transportation Services. Additional pick

up points will not be located within the subdivision until major construction activity has been completed.

12. That in cases where offers of purchase and sale have already been executed, the owner sends a letter to all purchasers which include the above statement.
13. That the developer agrees that, should the development be phased, a copy of the phasing plan must be submitted prior to final approval to the Halton District School Board. The phasing plan will indicate the sequence of development, the land area, the number of lots and blocks and units for each phase.
14. That the Owner shall supply, erect and maintain signs at all major entrances into the new development advising prospective purchasers that pupils may be directed to schools outside of the area. The Owner will make these signs to the specifications of the Halton District School Board and erect them prior to the issuance of building permits.
15. That a copy of the approved sidewalk plan, prepared to the satisfaction of the Town of Halton Hills be submitted to the Halton District School Board.

NOTE:

Educational Development Charges are payable in accordance with the applicable Education Development Charge By-law and are required at the issuance of a building permit. Any building permits which are additional to the maximum unit yield which is specified by the Subdivision Agreement are subject to Education Development Charges prior to the issuance of a building permit, at the rate in effect at the date of issuance.

HALTON CATHOLIC DISTRICT SCHOOL BOARD

16. The owner agrees to place the following notification in all offers of purchase and sale for all lots/units and in the Town's subdivision agreement, to be registered on title:
 - a. Prospective purchasers are advised that Catholic school accommodation may not be available for students residing in this area, and that you are notified that students may be accommodated in temporary facilities and/or bused to existing facilities outside the area.
 - b. Prospective purchasers are advised that the HCDSB will designate pick up points for the children to meet the bus on roads presently in existence or other pick-up areas convenient to the Board, and that you are notified that school busses will not enter cul-de-sacs and private roads.
17. In cases where offers of purchase and sale have already been executed, the owner is to send a letter to all purchasers which include the above statements.

18. That the owner agrees in the subdivision agreement to the satisfaction of the HCDSB, to erect and maintain signs at all major entrances into the new development advising prospective purchasers that if a permanent school is not available alternative accommodation and/or busing will be provided. The owner will make these signs to the specifications of the HCDSB and erect them prior to final approval.
19. That the developer agrees that should the development be phased, a copy of the phasing plan must be submitted prior to final approval to the HCDSB. The phasing plan will indicate the sequence of development, the land area, the number of lots and blocks and units for each phase.
20. That a copy of the approved sidewalk plan, prepared to the satisfaction of the Town of Halton Hills be submitted to the HCDSB.
21. The owner shall provide HCDSB a geo-referenced AutoCAD file of the Draft M-plan once all Lot and Block numbering has been finalized. Should any changes occur after the initial submission to Lot and Block configuration or numbering on the draft M-plan, the Owner shall provide a new AutoCAD file and a memo outlining the changes.

NOTE:

Education Development Charges are payable in accordance with the applicable Education Development Charge By-law and are required at the issuance of a building permit. Any building permits that are additional to the maximum unit yield that is specified by the Subdivision Agreement are subject to Education Development Charges prior to the issuance of a building permit, at the rate in effect at the date of issuance.

CANADA POST

22. The owner/developer will consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.
23. The Builder/Owner/Developer will confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.
24. The owner/developer will install concrete pads at each of the Community Mailbox locations as well as any required walkways across the boulevard and

any required curb depressions for wheelchair access as per Canada Post's concrete pad specification drawings.

25. The owner/developer will agree to prepare and maintain an area of compacted gravel to Canada Post's specifications to serve as a temporary Community Mailbox location. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.
26. The owner/developer will communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.
27. The owner/developer agrees, prior to offering any of the residential units for sale, to place a "Display Map" on the wall of the sales office in a place readily available to the public which indicates the location of all Canada Post Community Mailbox site locations, as approved by Canada Post and the Town of Halton Hills.
28. The owner/developer agrees to include in all offers of purchase and sale a statement, which advises the prospective new home purchaser that mail delivery will be from a designated Community Mailbox, and to include the exact locations (list of lot #s) of each of these Community Mailbox locations; and further, advise any affected homeowners of any established easements granted to Canada Post.
29. The owner/developer will be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase offer, on which the homeowners do a sign off.

BELL CANADA

30. The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.
31. The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.

