

**CONDITIONS OF DRAFT APPROVAL FOR  
PLAN OF COMMON ELEMENT CONDOMINIUM  
FILE: D07CDM24.002 – REMINGTON GEORGETOWN INC.  
DATED: APRIL 7, 2026**

**LEGAL DESCRIPTION**

**BLOCK 290, PLAN 20M1208  
TOWN OF HALTON HILLS, REGIONAL MUNICIPALITY OF HALTON  
15651 10 SIDE ROAD (GEORGETOWN)**

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 Elements Condominium (CEC) prepared by Schaeffer Dzaldov Purcell Ltd. O.L.S., plotted on Sep 4, 2025 (Ref No. 23-361-000).
2. That the Owner shall submit to the Town the Plan of Common Element Condominium pre-approved by the Land Registry Office, and satisfactory to the Town, prior to final approval of the Plan of Common Element Condominium by the Town.
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. Prior to the release of the Plan of Common Elements Condominium for registration, the following conditions shall be complied with to the satisfaction of the Commissioner of Planning & Development:
  - a. The Site Works as defined in the Site Plan Drawings (File: D11SPA22.004) approved June 21, 2024, shall be substantially completed.
  - b. Occupancy of the 46 single detached dwelling units and the 42 townhouse units shall not be permitted until the installation of the Site Works on the Common Element Condominium has been completed to the satisfaction of the Town.
  - c. The Owner shall provide the Town with evidence in the form of an Engineer's certificate stating that all grading, drainage, above and below

ground services, asphalt paving, concrete works and demarcation of parking spaces have been substantially completed in accordance with the plans and conditions in the said Site Plan Drawings (File D11SPA22.004).

- d. The Owner shall employ, at its expense, a Professional Engineer satisfactory to the Town, to provide engineering services required by the Site Plan Agreement respecting the development of the lands comprising the Common Element Condominium.
5. The Owner shall pay all applicable Release and Final Approval fees to the satisfaction of the Town.
  6. The Owner shall pay any outstanding property taxes owing to the Town for the entire development site.
  7. The Owner shall submit to the Town certification from a Professional Engineer or Ontario Land Surveyor that all necessary easements required to service the lands within the Common Element Condominium and the 46 single detached dwelling units and the 42 townhouse units, which may include easements for access, parking, water, sanitary sewer, storm sewer, hydro, gas, telephone and cable purposes, will be lawfully created upon the registration of the Declaration of Common Elements Condominium.
  8. The Owner shall submit to, and obtain the approval of, the Town regarding the form and content of the Condominium Description and Declaration prescribed by Sections 7 and 8 of the *Condominium Act, 1998*. The Declaration and Description shall include the following:
    - a. Provisions for all required rights-of-way and easements for vehicular access, easements for daylight triangles, on-site traffic circulation, retaining walls, sidewalks, privacy fencing, drainage swales, street lighting, appurtenances, municipal servicing, utility servicing, and catch basins.
    - b. Provision for reciprocal easements over the opening between the townhouse dwelling units such that each unit owner shares the entire breezeway for purposes such as but not limited to, drainage, construction and access to the rear yard. Notice shall also be provided to all occupants that the breezeway must be kept clear at all times and that maintenance is shared between the owners.
    - c. Provision that substantial alteration of the surface elevation and drainage of the lands included in the Common Element Condominium shall not be permitted.
    - d. Provision that alteration of the surface elevation of the road included in the Common Element Condominium shall not be permitted.

- e. Provision that alteration or removal of any streetlight or other exterior lighting on the lands included in the Common Element Condominium shall not be permitted.
- f. Provision that, except for dead or diseased vegetation, alteration or removal of any vegetation on the lands included in the Common Element Condominium shall not be permitted except in accordance with good horticultural practice and with the approval of the Condominium Corporation.
- g. Provision that alteration or removal of any fencing on the lands included in the Common Element Condominium shall not be permitted except for the purpose of repairing or replacing such fencing.
- h. Provision that no parking shall be permitted on the traveled portion of roads (Fire Route) included in the Common Element Condominium.
- i. A notice clause advising unit owners that the maintenance, repair, and replacement of any required retaining walls, noise-attenuation/perimeter fencing, or sections thereof, located within the Common Element Condominium or any POTL, as shown on the approved Site Plan drawings (D11SPA22.004), shall be the responsibility of the Condominium Corporation.
- j. A notice clause advising unit owners that despite the inclusions of noise control features within this development area and within the dwelling units, sound levels from increasing road traffic may continue to be of concern, occasionally interfering with some activities of the occupants as the sound level exceeds the Town's and the Ministry of Environment's noise criteria.
- k. A notice clause advising unit owners that the enclosed garage is intended for vehicle storage and forms a component of the total parking requirement calculations for each POTL.
- l. A notice clause which identifies the units that contain a rear lot catch basin and/or storm sewer, and provide the setback requirements for constructing accessories such as decks, patios, pools, hot tubes, sheds, gazebos, or any structure that requires a foundation or footing, to the satisfaction of the Commissioner of Transportation and Public Works.
- m. Confirmation that:
  - i. The road, sewers, water mains, utilities, stormwater management features, parking areas, and amenity space included in the Common Element Condominium are not under the ownership and responsibility of the Town.

- ii. The Town has no obligation whatsoever with respect to the said road, parking areas, and amenity space.
  - iii. All costs and expenses associated with the construction, establishment, maintenance, repair and upkeep of the said road, parking areas, and amenity space are the responsibility of the Condominium Corporation and the owners.
- n. Provision of a SCHEDULE to be included in the Condominium Declaration requiring the following restrictions on title to each of the dwelling units of the Common Element Condominium, with the intent that the burden of the restrictions shall run with title to the property and be binding upon every purchaser and subsequent owner of the dwellings. The Owner further agrees to insert the said restrictions in the Condominium Declaration and in all offers of purchase and sale for each unit:
  - i. There shall be no interference or alteration of any above or below ground drainage, catch basin or storm water management system or lead, or obstruction of the natural flow of water or drainage as designed and engineered, without the prior written authority of the Town (which may be arbitrarily withheld).
  - ii. The Owner shall not alter the grading or change the elevation or contour of the property or adjacent lands except in accordance with the drainage and grading plans approved by the Town.
  - iii. The Owner shall not alter the overall drainage patterns of the property, water drainage upon the property or to and from adjoining properties, and each property owner shall not deny the use of such easement rights from time to time by the owner of adjoining property for drainage purposes.
  - iv. The Owner shall not add to, change or replace any of the landscaping or erect any fence or privacy screening within the yards abutting and facing Hartwell Road and 10 Side Road except for the repair and/or replacement of the landscaping or of the ornamental fencing shown on the site plan approved by the Town, unless the replacement landscaping or fencing is substantially the same type of landscaping or the same style and colour of fencing as originally erected under the approved site plan.

Each of these covenants and restrictions shall be deemed independent and severable in whole or in part and the invalidity or unenforceability of any one covenant or restriction or any petition thereof shall not affect the

validation, enforceability of any other covenant or restriction or remaining portions thereof.

9. A provision that the Condo Corporation shall be responsible for maintenance associated with snow removal and storage operation.

#### **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. Any extension after the initial 3-year period is contingent upon review and possible revisions to the draft conditions of approval 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 buses 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.

#### **HALTON CATHOLIC DISTRICT SCHOOL BOARD**

12. The Owner agrees to place the following notification in all offers of purchase and sale for all lots/units and in the Town's 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 buses will not enter cul-de-sacs and private roads.

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.

## CANADA POST

13. The Owner 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 confirming that the locations will not conflict with any other utility.
14. The Owner 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.
15. The Owner agrees to include in all offers of purchase and sale, a statement which advises the purchaser that mail will be delivered via Community Mail Box. The developer also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box.
16. Where necessary, the Owner will provide a suitable and safe temporary site for a Community Mailbox until curbs, sidewalks and final grading are completed at the permanent Community Mailbox locations.
17. The Owner agrees to provide the following for each Community Mailbox site and to include these requirements on the appropriate servicing plans:
  - Any required walkway across the boulevard, per municipal standards
  - Any required curb depressions for wheelchair access, with an opening of at least two meters (consult Canada Post for detailed specifications).
18. To ensure mail service is initiated when new homeowners move in, it is the owner's responsibility to ensure Canada Post is kept up to date on the date of first occupancy providing at least 60 days' notice of the first resident moving in.
19. If required, Canada Post will install the concrete pads at each of the identified locations outlined on the municipally approved Site Plan - the owner will provide access to these sites at the time of installation.
20. The owner of any condominiums will be required to provide signature for a License to Occupy Land agreement and provide winter snow clearance at the Community Mailbox locations.
21. Enhanced Community Mailbox Sites with roof structures will require additional documentation as per Canada Post Policy.
22. There will be no more than one mail delivery point to each unique address assigned by the municipality.

23. Any existing postal coding may not apply, the owner should contact Canada Post to verify postal codes for the project.

**The complete guide to Canada Post's Delivery Standards can be found at:**  
<https://www.canadapost.ca/cpo/mc/assets/pdf/business/standardsmanual.en.pdf>

## **BELL CANADA**

24. 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.
25. 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. the Owner is to provide Bell Canada with servicing plans/CUP at their earliest convenience to [planninganddevelopment@bell.ca](mailto:planninganddevelopment@bell.ca) to confirm the provision of communication/telecommunication infrastructure needed to service the development.
26. The Owner acknowledges and agrees that it is the responsibility of the Owner to provide entrance/service duct(s) at their own cost from Bell Canada's existing network infrastructure to service this development. In the event that no such network infrastructure exists, in accordance with the Bell Canada Act, the Owner shall be required to pay for the extension of such network infrastructure. If the Owner elects not to pay for the above noted connection, Bell Canada may decide not to provide service to this development.

## **ENBRIDGE**

27. Prior to registration of the plan, the Owner shall make satisfactory arrangements with Enbridge Gas Inc. (Enbridge Gas) to provide the necessary easements and/or agreements required by Enbridge Gas for the provision of local gas service for this project.