

**AGREEMENT OF PURCHASE & SALE**

The undersigned Client(s) hereby agree(s) to and with the undersigned Vendor to purchase the property (the "Property") described below (and as may be shown on a schedule attached hereto on the following terms):

|   |                       |
|---|-----------------------|
| <b>Client:</b>  | <b>Date of Birth:</b> |
| <div></div> <div><i>(herein after known as the "Client" and/or the "Purchaser")</i></div> |                       |
| <b>Client:</b>  | <b>Date of Birth:</b> |
| <div></div> <div><i>(herein after known as the "Client" and/or the "Purchaser")</i></div> |                       |
| <b>Client:</b>  | <b>Date of Birth:</b> |
| <div></div> <div><i>(herein after known as the "Client" and/or the "Purchaser")</i></div> |                       |

|  |   |
|--|---|
| <b>Vendor:</b> OPUS Homes (Greenwood) Inc. | <b>Vendor's Agent:</b> Timberstone Realty Brokerage |
|--|---|

|  |               |                   |                                      |
|--|---------------|-------------------|--------------------------------------|
| <b>Lot No:</b>   | <b>Model:</b> | <b>Elevation:</b> | <b>Proposed Siting (may change):</b> |
| <div></div> <div><i>(herein after known as the "Property")</i></div> |               |                   |                                      |
| <b>Proposed Municipal Address:</b>                                   |               |                   |                                      |
| <div></div>  |               |                   |                                      |

|   |                  |
|---|------------------|
| <b>Purchase Price</b> <i>(Inclusive of Applicable Lot Premiums &amp; Selected Options):</i> |                  |
| <div></div>   |                  |
| <b>Initial Deposit:</b>   | <b>Due Date:</b> |
| <div></div>   | <div></div>      |
| <b>Further Deposit:</b>   | <b>Due Date:</b> |
| <div></div>   | <div></div>      |
| <b>Further Deposit:</b>   | <b>Due Date:</b> |
| <div></div>   | <div></div>      |
| <b>Further Deposit:</b>   | <b>Due Date:</b> |
| <div></div>   | <div></div>      |
| <b>Further Deposit:</b>   | <b>Due Date:</b> |
| <div></div>   | <div></div>      |

The following Schedules attached hereto form part of this Agreement:  
E, S, A, G/H, P, I/L, X, R, W, D, Tarion, N, Home Plans, Y, Z

|                          |     |             |        |             |
|--------------------------|-----|-------------|--------|-------------|
| <b>Date of Offer:</b>    | The | <div></div> | day of | <div></div> |
| <b>Irrevocable Date:</b> | The | <div></div> | day of | <div></div> |
| <b>Closing Date:</b>     | The | <div></div> | day of | <div></div> |

(SUBJECT TO THE EXTENSION PROVISIONS OF TARION DELAYED CLOSING WARRANTY ADDENDUM ("TARION Addendum") AND/OR BY MUTUAL AGREEMENT, WHETHER BEFORE OR AFTER ANY SUCH EXTENSION)

**ORAL REPRESENTATIONS DO NOT FORM PART OF, NOR CAN THEY AMEND THIS AGREEMENT.**

|   |   |
|---|---|
| <b>Signed, Sealed and Delivered in the presence of:</b> | <b>Client(s) Address:</b> <div></div> <div></div> |
| <div></div>   |   |
| <b>Client</b>   | <b>Phone</b>                                      |
| <div></div>   | <div></div>                                       |
| <b>Client</b>   | <b>Email</b>                                      |
| <div></div>   |   |
| <b>Client</b>   | <b>Phone</b>                                      |
| <div></div>   | <div></div>                                       |
| <b>Client</b>   | <b>Email</b>                                      |
| <div></div>   |   |

The undersigned hereby accepts the Offer and its terms and covenants, promises, and agrees to and with the above-named Client(s) duly to carry out the same on the terms and conditions above-mentioned and hereby accepts the said deposit.

|  |   |
|--|---|
| <b>Vendor's Solicitor:</b><br>Michael F. Ronco Barrister & Solicitor<br>331 Cityview Blvd, Suite 201<br>Vaughan Ontario, L4H 3M3<br>Tel: (905) 832-2055 Fax: (905) 832-2588<br>Email: michael@roncolaw.com | <b>Accepted on:</b> <div></div><br><b>Per:</b> <div></div><br>Authorized Signing Officer<br>OPUS Homes (Greenwood) Inc. |
|--|---|

SCHEDULE “E” - Inclusions

Vendor: Opus Homes (Greenwood) Inc. Lot #:

Client Name(s):

| PROMOTIONS INCLUDED IN THE PURHCASE PRICE:  | COST<br>(if Applicable): |
|---|--------------------------|
|   |                          |
|   |                          |
|   |                          |
|   |                          |
|   |                          |
| ADDITIONAL OPTIONS/EXTRAS AND/OR PREMIUMS THAT HAVE BEEN ADDED TO THE PURCHASE PRICE (if Applicable): |                          |
|   |                          |
|   |                          |
|   |                          |
|   |                          |
|   |                          |
|   |                          |
|   |                          |
|   |                          |

The Purchaser acknowledges and agrees that they shall have thirty (30) days from the date of acceptance of the Agreement of Purchase and Sale to finalize their time of sale options as noted on the Price List. If these options are not selected prior to the expiry of thirty (30) days from the date of acceptance herein, then the Purchaser understands and agrees that the said options will no longer be available to the Purchaser.

The Client(s) & Vendor agree that:

- a) The changes/additions will be installed in accordance with the written instructions supplied above. If written instructions are not clear, then the Client(s) agrees to accept the change(s) as interpreted and installed by the Vendor.
- b) The items above are a limited time offer and are inclusive of HST.
- c) All changes and selections to be made are those from the Vendor’s décor samples.
- d) The Vendor will refuse to accept any change(s) if the stage of construction affected by the change(s) has been scheduled by the Vendor or his agents.
- e) The Vendor will transfer to the Client any guarantees or warranties received from the manufacturer or suppliers of the said changes. The Vendor may at its discretion substitute any and all materials for those of equal or better quality where it deems necessary or applicable.
- e) The Client agrees that the changes requested are properly and accurately described above, and that no other instructions verbal or otherwise are valid except those written above.
- f) If there is any discrepancy between this schedule/change order and other schedules included in the Purchase and Sale Agreement, then it is agreed to by all parties that this schedule takes precedence.
- g) NO SUBSTITUTIONS OR CASH VALUE

Client: Client: Client:

Vendor Signature: Opus Homes (Greenwood) Inc.  
Authorized Signing Officer



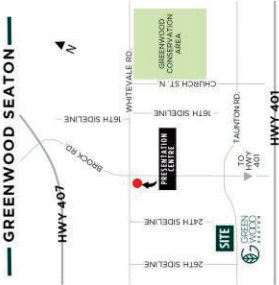
Schedule “S” – Site Plan Greenwood



# GREENWOOD SEATON

## LEGEND

- 20' Live/Work Townhomes
- 20' Traditional Townhomes
- 20' Laneway Townhomes
- 25' Semi-Detached
- 30' Detached Single Garage
- 36' Detached Double Garage



All plans and dimensions are approximate and subject to change at the discretion of the Vendor. Lot frontages refer to the minimum width of the lot at the building set back unless marked otherwise. Landscaping and park layout is artist's concept only. E&OE, November 2022



The Client acknowledges that all street landscaping and fixtures represented herein is "Artist's Concept" and subject to change without notice. All amenities represented herein are proposed and are subject to change. This schedule is for the purpose of lot location within the community only.

Client Initial: \_\_\_\_\_

Client Initial: \_\_\_\_\_



Client Initial: \_\_\_\_\_




# SCHEDULE A

## ENERGY STAR® CERTIFIED TOWNHOMES

### Living Refined® Signature Architectural Features


1.  All OPUS Homes are **Energy Star® Certified**
2. Front facades are a combination of stone, brick, vinyl board and batten and other unique materials, with precast, brick or stone accents as per plan/elevation. Colour, style, materials and elevations are pre-selected and architecturally controlled, to achieve variety within the streetscape.
3. Live/Work Townhomes to be built as slab on grade (no basement level).
4. Poured concrete basement floors and foundation walls with damp proofing, weeping tiles and drainage membrane to walls on Rear Lane and Traditional Townhomes.
5. 2"X 6" exterior framed walls.
6. Advanced floor joist system utilizing "Engineered Floor Joist Technology".
7. **Prominent 8' tall, insulated fiberglass front entry door to foyer on Elevation F as per plan with clear glass insert and sidelights. 8' tall front entry door to foyer with frosted glass inserts and sidelights on Elevation C as per plan. Boutique Area of Live/Work Townhomes feature 8' high entry door with clear glass inserts.** All homes to receive satin nickel grip set and deadbolt.
8. Fully drywalled garage walls (taped and primed) excluding concrete block walls.
9. Steel insulated roll-up garage doors, complete with complimenting glass inserts. Elevation C to have frosted glass inserts. Elevation F to have clear glass inserts.
10. Insulated two panel garage to house access door installed with dead bolt and safety closer, if grading permits.
11. **Convenient cold cellars** with vent chamber, interior light, and weather-stripped solid core door on Traditional Townhomes, if grading permits (as per plan).
12. Pre-finished aluminum or vinyl soffits, fascia, eavestrough, downpipes and siding, made of durable and maintenance free material, all colour coordinated.
13.  Colour coordinated **triple glaze thermo pane (with low 'E' argon gas filled) vinyl casement or awning style windows throughout**, for added insulation and reduced noise transfer, featuring mullions as per plan to front elevations, including screens. All door systems include weather stripping.
14.  **R5 Rigid Insulation Sheathing** applied to all exterior walls for additional insulation.
15. Colour coordinated self-sealing Limited Lifetime asphalt shingles.
16. Maintenance free exterior aluminum railings for both porch (where required by building code) and decorative applications.
17. Vinyl horizontal basement windows, 30" x 16" (minimum size) on Traditional Townhomes & Rear Lane Townhomes.
18. Refined municipal address plaques.
19. Two coat asphalt paved driveway - base and topcoat. The base coat is included at no extra cost. The topcoat paving (installed one year after base) will be charged on closing.

20. Professionally graded and sodded lot with precast patio slabs and steps at front walkway, rear exterior doors and rear walkway, where applicable.
21. Traditional Townhomes to receive precast step(s) to access rear yard.
22. Professional home cleaning prior to occupancy, including windows and duct cleaning.
23.  An onsite Waste Management Program includes drywall recycling, the reuse of temporary stairs and railings and the use of recycled materials where possible.

### Kitchen Design Details

1. Quality designed furniture finished cabinetry in Kitchen in a wide selection of styles and colours from Builder's standard selections.
2. **Choice of ¾" thick Granite or Quartz countertops in Kitchen** to be selected from Builder's standard selections.
3. **Undermount stainless steel kitchen sink with single lever pull-out faucet.**
4. **Stainless Steel hood fan** over stove, vented (6") to the exterior.
5. Rough-in for future dishwasher with electrical run from panel to dishwasher space.

### Bathroom & Finished Laundry Features


1. A wide assortment of cabinetry designs and colours from Builder's standard selection.
2. All bathroom vanities to have a top drawer where sizing permits.
3. Boutique Powder Room include accessible toilet, wall mounted accessible sink with single lever faucet and 2 chrome grab bars installed in accordance with accessibility standards.
4. Laminate countertops throughout all bathrooms and finished laundry areas.
5. Mirrors over vanities in all bathrooms.
6. All bathroom tub and shower enclosures to receive mould resistant bathroom drywall board.
7. **Framed glass shower enclosures in Principal Ensuite**, as per plan.
8. **Principal Ensuite to receive a standalone soaker tub**, with a deck mounted faucet where plan permits.
9.  Low flow toilet systems and Moen WaterSense® certified faucets and shower heads featured throughout all baths to enhance water conservation.
10. Single lever faucets in all bathrooms.
11. All shower areas to receive the comfort of pressure balance control valves.
12. White toilet and sinks in all bathrooms and white pedestal sink in powder room (excluding Boutique powder room), complete with shut off valves.
13. Due to the variety in options available, bath accessories (towel bars, and toilet paper holders), are not provided.
14. Laundry rooms, in finished areas are equipped with **stainless steel laundry sink** included in base cabinets, space permitting, as per plan.





# SCHEDULE A

## ENERGY STAR® CERTIFIED TOWNHOMES






### Hardwood, Tiles & Broadloom

1. A wide assortment of 12"x12" and 13"x13" ceramic tile flooring in all noted tile locations as per plan from Builder's standard selections.
2. Glass shower stalls to receive 2"x2" mosaic tiles on floor and 8"x10" ceramic tiles on walls, excluding ceiling unless shower is completely enclosed on three sides.
3. 8"x10" ceramic wall tiles installed in combination tub/shower enclosures, excluding ceiling.
4. **All Townhomes to receive laminate flooring throughout all finished areas of the home** excluding bedrooms and tiled areas, in a variety of colours from Builder's standard samples.
5.  **All Townhomes to receive 40 oz. broadloom with underpad** in all bedrooms, choice of one colour. Carpets are Green Label Plus™ certified and are produced using recycled materials within an optimized manufacturing facility.


### Interior Design Features

1. **Traditional Townhomes to receive** 9' ceilings on the main and upper floors with a raised smooth ceilings in Principal Bedroom and smooth ceilings on Main Floor.
2. **Rear Lane townhomes to receive** 9' ceilings on the lower floor (if applicable), 9' ceilings on the main floor and 8' ceilings on the upper floor with a raised smooth ceilings in Principal Bedroom, smooth ceilings on Main floor, applicable lower floors and basement finished landing areas, if applicable.
3. **Live/Work Townhomes to receive** approximately a 12' ceiling in the Boutique area. LW-TH-01 to receive 10' ceiling on the main floor, 8' ceilings on upper floor with smooth ceilings on lower floor and main floor areas. LW-TH-02 to receive 10' ceilings on the main floor with smooth ceilings on the lower floor and main floor areas, excluding bedrooms.
4. Spray textured stippled ceilings with 4" smooth border throughout remainder of home (where smooth ceilings do not apply). Bathrooms and laundry room (in finished areas) to receive smooth ceilings.
5. Approximately 4 1/4" contemporary baseboard with 2 1/2" contemporary casing throughout all homes.
6. All interior doors in finished areas to be a **2-panel, square top smooth door profile with satin nickel interior lever hardware and hinges**.
7.  MDF Trim made from renewable resources.
8.  All interior trim and doors are painted white with one additional paint colour on walls from Builder's standard selection. Low level VOC paints are used to improve air quality.
9. All homes to receive a **stained oak staircase in finished areas**, complete with oak strip hardwood on applicable landings.
10. Railings in finished areas to be completed with a 2 3/4" handrail and 1 5/16" square wood pickets, complete with 3 1/2" x 3 1/2" square post, as per plan. All upper hallways to receive oak nosing complete with oak stringers where required.
11. Wire shelving installed in all closets.


### Mechanical/Plumbing Systems

1.  **HEALTHY HOME PACKAGE Includes:** Energy Star® rated **Fresh Home Air Exchanger** (Energy Recovery Ventilator) which provides fresh air within the home and minimizes poor air contaminants, an **Air Conditioning Unit**, and a **Flow-Through Humidifier** to improve indoor humidity levels all year long.
2.  Traditional Townhomes to receive an **Programmable Thermostat** with smart phone compatibility, controlling a **Forced Air Hi-Efficiency Energy Star® rated Gas Furnace** (location may vary from plan and may be moved to optimize performance at Builder's discretion).
3. Live/Work & Rear Lane Townhomes to receive an **Programmable Thermostats** to operate a two zoned Heating System with a High-Efficiency Air Handler in combination with a boiler unit. A high velocity duct work system to deliver climate-controlled air throughout home.
4.  Energy Star® rated exhaust fans installed in all finished bathrooms & finished laundry room, vented to the exterior.
5.  Energy Star® rated high efficiency gas **Hot Water Tank** on a rental basis on Traditional Townhomes. Live/Work and Rear Lane Townhomes to receive energy efficient domestic hot water system with a **Boiler and Storage Hot Water Tank** on a rental basis.
6.  To conserve energy and in accordance with the Ontario Building Code, the home will be insulated including the sealing of basement ducts to reduce heat loss including full height basement insulation (where basements exist), expanding foam insulation applied around all windows and doors for draft prevention and in all garage ceilings with living areas above.
7. Flexible water pipe solution using PEX (polyethylene) to reduce noise & corrosion and eliminate solder contaminants within plumbing system.
8. Traditional Townhomes to receive two exterior hose bibs, one at the rear (or side) of home and one in garage. Rear Lane Townhomes to receive two exterior hose bibs, one at the front porch and one in garage. Live/Work units to receive two exterior hose bibs, one on the Boutique side of home and one in garage.
9. **3 piece rough-in bathroom in basement** in Traditional and Rear Lane Townhomes where applicable, drain only (location predetermined and may vary from brochure).
10. Live/Work Townhome mechanical area on lower floor to be left unfinished.

### Electrical Components

1.  **Upgraded light fixtures with Energy Star® light bulbs throughout** to conserve energy. Bathrooms to receive a light fixture over the vanity and a ceiling fixture (excluding powder room). Boutique powder room to receive only a ceiling fixture.
2. All homes to receive black exterior contemporary light fixtures (location predetermined and may vary from legal).

SCHEDULE A  
ENERGY STAR® CERTIFIED TOWNHOMES

- 3. **200-amp electrical service** with breaker panel and copper wiring throughout.
- 4.  **Electric Car Charger Rough-in** in garage for future electric car charging station for environmental trailblazers.
- 5. Convenient garage door opener receptacle(s), one per garage door, on ceiling for a future garage door opener.
- 6. The added feature of a **holiday receptacle on the front porch**, on a separate controlled switch.
- 7. **Live/Work units to receive rough-in electrical for exterior Boutique signage lighting.**
- 8. Weatherproof exterior electrical outlets, one at the rear of home or Boutique side and one at the front porch.
- 9. White **Decora switches** and receptacles throughout.
- 10. Ground fault interrupter (GFI) receptacles, as per building code.
- 11. 220-volt Heavy-duty receptacle for stove and dryer.
- 12. Smoke detectors located on all floors and in bedrooms. Smoke detectors in all bedrooms are equipped with an alarm and strobe light. Carbon Monoxide detectors located on all floors.
- 13. **Rough-in for future central vacuum system** terminating in the basement or garage, complete with a dedicated plug in the basement (where applicable) & garage.
- 14. Single switch operating all basement lighting, where basements exist.
- 15. Electronic door chime with doorbell at front entry door, excluding Boutique door.

Home Automation/Tech Packages

- 1. **All Bedrooms, Family Room, applicable Great Rooms and Flex Rooms are pre-wired for TV with one CAT 6 Cable** and finished cover plates.
- 2. **Telephone rough-in located in Principal Bedroom, Kitchen and Boutique area (where applicable) complete with a finished cover plate.**
- 3. All clients will have a personally scheduled appointment with our Home Automation Contractor to explain and co-ordinate the location of the included features and to purchase any additional home automation, alarm and/or security features they may desire.

Tarion Warranty

OPUS HOMES is dedicated to achieving minimized home deficiencies. We will achieve this through the efforts of our diligent personnel and thorough Quality Assurance Practices. Given that a home is built using several Trade Partners, errors may occur, however, our desire is to showcase a home that both you and your family can all be proud of.

- 7 years for major structural defects
- 2 years for plumbing, heating, and electrical systems and building envelope
- 1 year for all other items in accordance with Tarion Guidelines

Items in **RED** are part of the **OPUS Signature Finishes™ Package.**

Items with  are part of the **OPUS GoGreen™ Initiatives.**



Specifications, Terms & Conditions are subject to change without notice. E. & O.E.  
July 2025



Client Initial: \_\_\_\_\_

Client Initial: \_\_\_\_\_

Client Initial: \_\_\_\_\_

**SCHEDULE “G” – Granite Countertops**

By selecting the granite countertops, we, the Purchaser(s) of the Property as set out on the first page of this Agreement of Purchase and Sale, hereby agree that the granite and/or marble countertops is a natural product produced and quarried from the earth with inherent shade variations, natural seams and imperfections.

Each slab is uniquely different. The Vendor assumes no responsibility or liability for any labour or material claims due to any variations. The Vendor guarantees the installation of stone counters; however, due to the natural composition of stone, the Vendor cannot guarantee that the stone will resemble the sample the Client selects at the Décor Studio.

Both materials can be scratched if abused and both can stain if not cleaned up immediately. The Vendor also suggests not cutting directly onto stone but instead using a cutting board. Acidic liquids and/or oils should be wiped up immediately to prevent damage or staining to the top. Never place hot or boiling items directly onto the counter as it may crack the material.

We, the Client, release and forever discharge the Vendor from any and all actions and claims, howsoever arising from which we stated above.

Client Initial: \_\_\_\_\_

Client Initial: \_\_\_\_\_

Client Initial: \_\_\_\_\_

**SCHEDULE “H” – Prefinished Hardwood**

By selecting the prefinished engineered hardwood flooring and finishes option, I/we, the Purchaser(s) of the Property, hereby agree that the prefinished hardwood flooring is/was finished in a separate factory than the cupboards/cabinetry, stairs, nosings and reducer strips, under computer controlled conditions and that my stairs, nosings, reducer strips, railings were finished by tradesmen working in standard uncontrollable site conditions.

We understand that the hardwood flooring is not warranted against any moisture or water damage. We hereby release and forever discharge the Vendor from any and all actions and claims, and demand, therefore, from water damages howsoever arising from same.

We acknowledge that the hardwood flooring will benefit by using only the manufacturer’s cleaning products and methods. We further acknowledge that the manufacturer recommends that new pre-finished hardwood floor is kept clean by vacuuming it and making regular use of the washable wiper mop (for use dry and damp).

Client Initial: \_\_\_\_\_

Client Initial: \_\_\_\_\_

Client Initial: \_\_\_\_\_



**SCHEDULE “P” - Privacy Policy**

For the purposes of facilitating compliance with the provisions of any applicable Federal and/or Provincial privacy legislation (including without limitation, the Personal Information Protection and Electronic Documents Act S.C. 2000, as amended), the Purchaser hereby consents to the Vendor’s collection and use of the Purchaser’s personal information necessary and sufficient to enable the Vendor to proceed with the Purchaser’s purchase of the Real Property, including without limitation, the Purchaser’s name, home address, e-mail address, telefax/telephone number, age, date of birth, and in respect of marital status only for the limited purposes described in subparagraphs (c), (d), (h), (i) and (j) below, and in respect of residency status, and social insurance number only for the limited purpose described in subparagraph (i) and (j) below, as well as the Purchaser’s financial information and desired design(s) and colour / finish selections, in connection with the completion of this transaction and for post-closing and after-sales customer care purposes, and to the disclosure and/or distribution of any or all of such personal information to the following entities, on the express understanding and agreement that the Vendor shall not sell or otherwise provide or distribute such personal information to anyone other than the following entities, namely to:

- a) the Vendor’s sales agents, and any companies or legal entities that are associated with, related to, affiliated with the Vendor, other future real estate developers that are likewise associated with, related to or affiliated with the Vendor (or with the Vendor’s parent/holding company) and are developing one or more other real property developments or commercial properties that may be of interest to the Purchaser or members of the Purchaser’s family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser’s family;
- b) one or more third party data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated with the Vendor, and who may send (by e-mail or other means) promotional literature / brochures about new real property developments and/or related services to the Purchaser and/or members of the Purchaser’s family;
- c) any financial institution (s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser’s families;
- d) any private lender(s) or financial institution(s) or their assignee or successor, providing (or wishing to provide) financing, or mortgage financing, banking and/or other financial or related services to the Vendor, the Taron Warranty Corporation and/or any warranty bond provider, required in connection with the development and/or construction financing of the Real Property;
- e) any insurance companies providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof), including without limitation, any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser’s mortgage lender(s) in connection with the completion of this transaction;
- f) any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Real Property and the installation of any extras or upgrades ordered or requested by the Purchaser;
- g) one or more providers of cable television, telephone, telecommunication, security alarm systems, hydro-electricity, chilled water/hot water, gas and/or other similar or related services to the Real Property (or any portion thereof), unless the Purchaser advises the Vendor in writing not to provide such personal information to an entity providing security alarm systems and services;
- h) any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Real Property is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and Canada Revenue Agency (i.e. with respect to GST);
- i) Canada Revenue, to whose attention the appropriate interest income tax information return and/or the non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Income Tax Act R.S.C. 1985, as amended, or for the benefit of the Vendor or its related or parent company where the Purchaser has agreed to provide financial information to the Vendor to confirm the Purchaser’s ability to complete the transaction contemplated by the agreement of purchase and sale, including the Purchaser’s ability to obtain sufficient mortgage financing;
- j) the Vendor’s solicitors, to facilitate Closing of this transaction, including the closing by electronic means via the Teraview Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation.
- k) The Vendor’s accountants and/or auditors who will prepare the Vendor’s regular financial statements and audits;
- l) The Vendor’s solicitors for the purposes of facilitating closing of the transaction or enforcement of the Vendor’s rights under the Agreement of Purchase and Sale; and
- m) Any person, where the Purchaser further consents to such disclosure or disclosures required by law.

The Purchaser(s) consents to the Vendor collecting and possessing the Purchaser’s name and “personal information”(as such term is defined in the Personal Information Protection and Electronic Documents Act 2000, c.5) obtained by the Vendor pursuant to and in connection with this Agreement. The Purchaser’s acknowledges and agrees that the aforesaid information has been provided to the Vendor with the Purchaser’s knowledge and consent. In addition, the purchaser(s) consents to the Vendor using, releasing and/or disclosing the Purchaser’s name and personal information to:

- a) a company or organization affiliated, associated or related to the Vendor, in order to provide the Purchaser with information relating to this project and other projects of such entities;
- b) any provider of utilities, services and/or commodities to the Unit (including, without limitation, gas, electricity, water, telephone, cable and/or satellite t.v.) for the purpose of marketing, promoting and providing such utilities, services and/or commodities to the Unit; and
- c) the Vendor’s consultants and lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement.

The Purchaser also acknowledges and consents to the Purchaser’s name and personal information remaining in the Vendor’s file for the uses and purposes set out above.

**By initialing below, you are agreeing to receive email communications from the Vendor, including updates pertaining to the construction of the home, monthly newsletters in addition to any other pertinent communication the Vendor deems necessary.**

Client Initial: \_\_\_\_\_

Client Initial: \_\_\_\_\_

Client Initial: \_\_\_\_\_

**SCHEDULE “I” – Indemnity**

The Purchaser(s) shall indemnify and save the Vendor, its servants and agents harmless from all actions, causes of action, claims and demands for, upon or by reason of any damage, loss or injury to person(s) or property of the Purchaser(s), or any of their friends, relatives, workmen or agents who have entered on the Property or any of the subdivision upon which the Property is located whether with or without the authorization, express or implied, of the Vendor.

Client Initial: \_\_\_\_\_

Client Initial: \_\_\_\_\_

Client Initial: \_\_\_\_\_

**SCHEDULE “L” – Lawyer Review**

The Client acknowledges that this Agreement of Purchase and Sale is binding upon the Client and **IS NOT CONDITIONAL UPON THE CLIENT SOLICITOR’S REVIEW**. The Vendor acknowledges that the Client shall have a period of 5 (five) business days from the date of acceptance to have the Client solicitor review the form and content of the Agreement and to set out in writing to the Vendor’s solicitor any specific concerns with respect to the form and content of the Agreement. The Vendor agrees that it will permit such review of the Agreement of Purchase and Sale as the Vendor’s solicitor deems satisfactory and the parties hereto covenant and agree that the Agreement shall be deemed to be amended in accordance with those comments requested by the Client solicitor, which are for clarification purposes only and as approved and accepted by the Vendor’s solicitor. The Client and their solicitor understand and agree that this schedule is not for the purpose of negotiating the terms and conditions, or any financial provisions of the Agreement of Purchase and Sale but merely for clarification purposes only.

Client Initial: \_\_\_\_\_

Client Initial: \_\_\_\_\_

Client Initial: \_\_\_\_\_

**SCHEDULE “N-C”**  
Non-Canadians

Purchaser(s): \_\_\_\_\_

Vendor: **OPUS HOMES (GREENWOOD) INC.**

1. The Purchaser hereby covenants, warrants and represents to the Vendor that: the Purchaser has executed this Agreement of Purchase and Sale (and this Schedule) entirely voluntarily; the Purchaser has no obligation to execute this Agreement of Purchase and Sale (including this Schedule); the Purchaser has had the opportunity to obtain legal advice prior to executing this Agreement of Purchase and Sale (including this Schedule).
2. The Purchaser hereby covenants, warrants and represents to the Vendor that it is aware of, and understands, the provisions contained in the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* and all regulations thereto (*Prohibition on the Purchase of Residential Property by Non-Canadians Act* and all regulations thereto, as may be amended from time to time, are herein collectively referred to as the “**PRPNC Act**”).
3. The Purchaser covenants, warrants and represents to the Vendor that the Purchaser is not a non-Canadian as defined by the PRPNC Act, or if the Purchaser is a non-Canadian, that the Purchaser qualifies for an exception as set out in the PRPNC Act (an “**Exception**”) from the prohibition as set out in the PRPNC Act (the “**Prohibition**”).
4. If, on or before the Closing Date, the Purchaser is a Non-Canadian (and does not qualify for an Exception from the Prohibition), same shall constitute a breach under this Agreement of Purchase and Sale which shall, at the Vendor's sole option, entitle the Vendor to terminate this Agreement and retain the deposit monies and all other monies paid pursuant to this Agreement of Purchase and Sale as liquidated damages and not as penalty in addition to and without prejudice to any other remedy available to the Vendor arising out of such default and the Purchaser shall have no further right to or interest in the Property.
5. The Purchaser hereby indemnifies and saves harmless the Vendor and all corporations and partnerships related, affiliated or associated therewith, and their respective directors, officers, partners, employees and agents, and their legal personal representatives, successors or assigns of each, from and against all loss, liability, claims, demands, damages, costs and expenses which may be made or brought against any of them, or which they may sustain by reason of the Purchaser being a non-Canadian or not qualifying for an Exception from the Prohibition in accordance with the PRPNC Act or the Purchaser’s breach of the terms hereof.
6. The Purchaser shall within ten (10) days of request by the Vendor provide such written evidence and confirmation as required by the Vendor from time to time that Purchaser is not a non-Canadian or that the Purchaser qualifies for an Exception to the Prohibition in accordance with the PRPNC Act.
7. On the Closing Date, the Purchaser shall cause the Purchaser’s solicitor to deliver to the Vendor’s solicitor such documentation as the Vendor may request to confirm that the covenants, warranties and representations contained herein were true and accurate as at the date the Purchaser executed this Agreement of Purchase and Sale (and this Schedule) and continued to be true and accurate up to and including the Closing Date.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser



## **SCHEDULE "X"**

### **PURCHASER'S COVENANTS**

1. Notwithstanding the closing of this transaction, the Purchaser's covenants, warranties and agreements in this Agreement shall survive and not merge and the Purchaser shall give to the Vendor any further written assurance as may be required by the Vendor to give effect to this covenant either before or after the Closing Date. The Vendor, the subdivider (the "Subdivider") of the plan of subdivision in which the Property is situate or their servants or agents may, for such period after closing as is designated by the Subdivider and/or Vendor, enter upon the Property at all reasonable hours to enable completion or correction of sodding, to inspect, repair, complete or rectify construction, grade and undertake modifications to the surface drainage, including installation of catch basins and or infiltration trenches, without liability therefore, and the Transfer/Deed may contain such provisions.
  - a. The Purchaser will not alter the grading of the Property contrary to the municipally approved drainage pattern, and provided that lot grading has been completed in accordance with the municipally approved drainage and/or grading control plan, the Purchaser is estopped both from objecting thereto and from requiring any amendments thereto. If the Vendor has not undertaken to pave or finish the driveway pursuant to this Agreement, the Purchaser shall not pave or finish the driveway without the prior written consent of the Vendor and the prior written consent of the Subdivider and the Municipality, if required by the subdivision agreement or any other municipal agreement. Following such approval and prior to completing the driveway, the Purchaser shall notify the Vendor in writing so that water keys can be located and raised, if necessary. The Purchaser covenants and agrees not to damage or alter any subdivision service, and shall be liable for the cost of rectification of any such damage or alteration, and in the event same is not paid upon demand, the Vendor shall have the right to register a lien on title to secure such payment. The Purchaser agrees that neither the Purchaser(s) nor their successors or assigns shall construct or install a swimming pool, fencing, decking or any other accessory building nor shall the Purchaser alter or widen the driveway upon the Property until after the Vendor has obtained acceptance of lot grading from the Municipality and the Subdivider. The Purchaser agrees to remove such additions and/or improvements at its own cost upon the Vendor's request, failing which the Vendor may remove same at the Purchaser's expense.
  - b. The Purchaser acknowledges that construction of the Dwelling may be subject to the requirements of the architect appointed by the Subdivider of the Property (the "Control Architect") and the Purchaser agrees to accept the Dwelling subject to any changes, variations or restrictions now or hereafter imposed or approved by the Subdivider or Control Architect.
  - c. The Purchaser acknowledges that the dimensions of the Property set out in this Agreement or on any schedule attached hereto or shown on drawings or plans made available to the Purchaser on site or otherwise, are approximate only. In the event the frontage, depth or area of the Property is varied from those specified in the Agreement, or on any schedule attached hereto or shown on drawings or plans made available to the Purchaser on site or otherwise, as aforesaid, or any or all of the foregoing and provided the Property complies with municipal and other governmental requirements including zoning by-laws, the Purchaser agrees to accept all such variations without claim for abatement in the Purchase Price and this Agreement shall be read with all amendments required thereby. In addition to the foregoing, if minor variations to the size of the dwelling including internal dimensions of any areas are made to the dwelling the Purchaser shall accept such minor variations without any abatement to the Purchase Price.
  - d. This Agreement is conditional upon compliance with the subdivision control requirements of the Planning Act (Ontario) which compliance shall be obtained by the Vendor at its sole expense, on or before closing.
  - e. All exterior elevations and colours are architecturally controlled and approved. No changes whatsoever which are requested by the Purchaser will be permitted to the aforementioned and the Purchaser hereby acknowledges notice of same and agrees to accept the exterior elevation and colour scheme chosen by the Vendor and approved by the Municipality and the Control Architect.
  - f. The Purchaser acknowledges and agrees that in the event the dwelling unit being purchased herein is a semi-detached dwelling unit, the lot upon which such semi-detached dwelling unit is constructed will not necessarily be divided equally but may instead be divided in unequal proportions. The Purchaser agrees to accept any such unequal division of such lot.

### **ARCHITECTURAL CONTROL AND SITING**

2. The Purchaser(s) acknowledges that the model type indicated in this Agreement has been preliminarily sited and is subject to final siting approval by the Municipality, the Architectural Control Committee, the Control Architect or the Vendor's surveyors. In the event such final siting approval is not obtained from any of the foregoing, the Purchaser(s) shall be given the first opportunity to submit an offer for a model type that does meet final siting approval for this particular lot. In the event an Agreement for another model type is not consummated within five (5) days of notification to the Purchaser(s) of which model type does meet the final siting approval requirements, this Agreement shall be at an end, the Purchaser(s) shall be entitled to a refund of the deposit money, without interest, but in no event shall the Vendor or the Agent be liable for any damages or costs whatsoever.

## **CONSTRUCTION APPROVALS AND CONSTRUCTION**

3. The Vendor will construct (if not already constructed) and complete upon the Property a dwelling (the "Dwelling") of the type herein before indicated in accordance with the plans of the Vendor therefore and filed or to be filed with the Municipality in order to obtain a building permit and the specifications set out in Schedule "A" annexed hereto.
  - a. Acceptance of construction, siting and grading by the Municipality shall conclusively constitute acceptance by the Purchaser. The Dwelling will be constructed substantially in accordance with the plans and specifications to be filed with the Building Department of the Municipality in which the dwelling is located, and in accordance with the *Ontario Building Code* and the Purchaser shall have no claims against the Vendor for any higher or better standards of workmanship or materials than required in such plans and specifications and pursuant to the *Ontario Building Code*. The foregoing shall constitute complete and absolute acceptance by the Purchaser of all construction matters, and the quality and sufficiency thereof, including, without limitation, all mechanical, structural, and architectural matters. Subject to the TARION Warranty Corporation guidelines and bulletins, the Vendor shall have the right to substitute materials for those designated in the plans and/or specifications provided the quality is equal to or better, and the Vendor shall also have the right to make minor changes in plans, siting and specifications, provided there is no objection from the Municipality and/or the Control Architect. The Purchaser acknowledges and agrees that it shall have absolutely no claim or cause of action against the Vendor for any such changes, variances or modifications, nor shall the Purchaser be entitled to any notice thereof. The Purchaser acknowledges and agrees that this paragraph may be pleaded by the Vendor as an estoppel in any action brought by the Purchaser or his successors in title against the Vendor.
  - b. The Purchaser acknowledges and agrees that architectural control of external elevations, driveway construction, boulevard tree planting, landscaping, corner lot fencing (including the location of such corner lot fencing), exterior colour schemes, or any other matter external to the Dwelling designed to enhance the aesthetic of the community as a whole, may be imposed by the Municipality and/or the Subdivider and/or the Control Architect. In the event the Vendor is required, in compliance with such architectural control requirements, to construct an external elevation for this Dwelling other than as specified in this Agreement, or amend the driveway construction, boulevard tree planting or landscaping plan for this Dwelling (all of which is hereinafter referred to as the "Amended Elevation"), the Purchaser hereby irrevocably authorizes the Vendor to complete the Dwelling herein including the required Amended Elevation, and the Purchaser hereby irrevocably agrees to accept such Amended Elevation in lieu of the elevation specified in this Agreement. The Purchaser acknowledges and agrees that Amended Elevations can cause interior changes as well and the Purchaser hereby irrevocably agrees to accept such interior changes as caused by the Amended Elevation. The Vendor shall have the right, in its sole discretion, to construct the herein before described Dwelling either as shown on the sales brochures, renderings and other plans and specifications approved by the Municipality or any other authority having jurisdiction over same, or, to construct such Dwelling on a reverse mirror image plan, including reversal of garage siting and reversal of interior floor plan layout. The Purchaser hereby irrevocably accepts construction of a reverse mirror image Dwelling plan without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligations as to construction of the Dwelling type herein before described. Further, in the event the Vendor determines, at its sole discretion, to construct the Dwelling at a grade level different than as depicted in the sales brochures, renderings and other plans and specifications approved by the Municipality or any other authority having jurisdiction over same, necessitating a step, landing or series of steps to the front door, side door, rear door, or any door from the garage to the interior of the Dwelling (notwithstanding that such step, landing or series of steps may encroach into the garage parking area and/or affect the interior floor area of the dwelling adjacent to such step, landing or series of steps), the Purchaser hereby irrevocably agrees to accept such change without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligation as to construction of the Dwelling type herein before described.
  - c. The Purchaser hereby acknowledges that complete engineering data in respect of the Municipally approved final grading of the Property may not, as yet, be complete and accordingly, it may not be possible to construct a Dwelling with a walk-out basement or rear deck where so indicated in this Agreement, or vice versa. In the event this Agreement calls for a walk-out basement or rear deck and such is not possible or reasonable in the Vendor's opinion or in the event this Agreement does not call for a walk-out basement or look-out basement and such is required, pursuant to final approved grading and engineering plans, and/or architectural control, the Purchaser shall accept a credit in the Purchase Price, or, pay the additional cost involved in constructing such walk-out basement or rear deck, as the case may be (such costs shall be absolutely determined by Statutory Declaration sworn on the part of the Vendor).
  - d. The Purchaser acknowledges that certain lots within the subdivision may require catch basins and/or infiltration trenches in the rear yard and associated leads and that hydro transformers, street light poles and hydrants will front onto certain lots (including the Property) within the Subdivision. The Purchaser agrees to accept the Property subject to any retaining walls, catch basins, fencing, landscaping, entrance features, infiltration trenches or other subdivision enhancement features required pursuant to the municipally approved plans.
  - e. In the event the Purchaser completes this transaction and occupies the Dwelling at a time prior to the Vendor completing all of its work or construction within the Subdivision, the Purchaser covenants and agrees to permit the Vendor and its agents and sub trades to enter upon the Property for the purposes of completing work on an adjoining property or other properties in the Subdivision and the Purchaser shall not interfere with any work or construction being so performed by the Vendor and its agents and

sub trades. The Purchaser agrees that this covenant may be pleaded by the Vendor as an estoppel to any action or opposition by the Purchaser.

- f. The Purchaser acknowledges that all electrical, and mechanical rough-in changes will not be permitted unless processed and approved by Vendor 90 days prior to excavation of the dwelling.
- g. The Purchaser covenants and agrees that he shall pay to the Vendor in advance for all extras, upgrades or changes ordered by the Purchaser at the time such order is made and the Purchaser further acknowledges and agrees that such payment is non-refundable in the event that this transaction is not completed for any reason whatsoever save and except for the default of the Vendor. The Vendor reserves the right, and the Purchaser acknowledges that the Vendor will charge credit card fees on any extras, upgrades and/or changes ordered by the Purchaser where the Purchaser selects to pay via credit card. Notwithstanding anything herein contained to the contrary, the Purchaser acknowledges and agrees that if, upon Closing, any of the extras, upgrades or changes ordered by the Purchaser remain incomplete in whole or in part or if the Vendor shall, in its sole discretion, determine that it will not provide extras, upgrades or changes or it cannot complete the extras, upgrades or changes then there shall be refunded or credited to the Purchaser in the manner following, that portion of the amount paid by the Purchaser in connection with such extras, upgrades or changes allocated to those extras, upgrades or changes which remain incomplete in whole or in part as aforesaid, as determined by the Vendor. The Purchaser further acknowledges and agrees that the amount so paid to the Purchaser (or for which, in the alternative, at the Vendor's discretion, the Purchaser received credit on the statement of adjustments) shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to the extras, upgrades or changes which remain incomplete as aforesaid. The Purchaser further acknowledges that the Vendor's liability with respect to such incomplete extras, upgrades or changes shall be limited to the return of the amounts referred to above and, thereafter, there shall be no further liability upon the Vendor in connection with such incomplete extras, upgrades or changes and upon such payment being made, or credit being given, the Vendor shall be deemed to have been released from any and all obligation, claims or demands whatsoever with respect to such incomplete extras, upgrades or changes. In the event no such amount was paid or quantified in Schedule "E", or the "Options and Upgrades Agreement", then no refund or credit shall be paid to the Purchaser and no further compensation shall be owed by the Vendor. In the event the Purchaser neglects to advise the Vendor forthwith upon request as to the Purchaser's selection of finishing specifications, or orders any extras, upgrades in interior finishings, or performs any work in or about the Dwelling which causes a delay in the Vendor's construction operations, the Vendor may require the Purchaser to complete this transaction on the Closing Date herein set out without holdback of any part of the Purchase Price, on the Vendor's undertaking to complete any of the Vendor's outstanding work. At the Vendor's sole and unfettered discretion and upon the Vendor's terms, the Vendor and the Purchaser may agree to an alternate payment arrangement for extras, upgrades or changes. If an alternate payment arrangement agreement is made, the Purchaser acknowledges and agrees that any unpaid deposit, or partial payment not made by the due date for such payment and/or partial payment and/or deposit for extras shall constitute a default by the Purchaser under this Agreement of Purchase and Sale and the Vendor may exercise any or all of its remedies set forth in this Agreement. Further in addition to the foregoing the purchaser hereby agrees to pay as an adjustment on closing the sum of **Two Hundred and Fifty (\$250.00) Dollars plus applicable taxes** as a late extra/décor payment administration fee for each extra/décor payment that is late.
- h. The Vendor is not responsible for shade difference occurring in the manufacture of items such as, but not limited to, finishing materials or products such as cushion floor, laminate floor, carpet, floor tiles, roof shingles, brick, aluminum or vinyl siding, bath tubs, water closets, sinks and other such products where the product manufacturer establishes the standard for such finishes. The Vendor is also not responsible for colour variations in natural products or the finishes on natural products such as but not limited to marble, granite, quartz hardwood flooring, kitchen cabinets, wood stair railings, spindles, trim as well as stains or finishes applied to any of the aforesaid which colours may vary when finishes are applied to them. Nor shall the Vendor be responsible for shade difference in colour of components manufactured from different materials but which components are designed to be assembled into either one product or installed in conjunction with another product such as but not limited to plastic toilet seats, china toilets, enamel tubs, melamine cabinet finishes and paint and in these circumstances the product as manufactured shall be accepted by the Purchaser. Purchaser herein acknowledges that thresholds exist between rooms during transition areas of one material to another and accept varying heights therein.
- i. All dimensions and specifications on sales brochures and other sales aids are artists' concept only and are approximate and subject to modification without prior notice at the sole discretion of the Vendor in compliance with the Ontario Building Code and Tarion Warranty Corporation. The location of mechanical installations may not be as shown on the sales brochures and will be located in accordance with approved plans and/or good construction practice and may result in room size or garage size reduction commensurate with the mechanical components being installed. The Purchaser acknowledges being advised by the Vendor that the Vendor has experienced a high theft rate of air-conditioning units when they are installed prior to the Closing Date. Accordingly, the Purchaser acknowledges that if the Agreement herein calls for the Vendor to install an air-conditioning unit, the Vendor has the right to install that unit, in accordance with the Agreement, within seven (7) days after the Closing Date. The Purchaser shall not be entitled to any holdback on account of the Purchase Price notwithstanding that the air-conditioning unit is not installed at the Closing Date. Notwithstanding the foregoing, in the event that the Purchaser requires the air-conditioning unit to be installed prior to the Closing date, the Purchaser shall make written request therefore, such request to be received not later than thirty (30) days prior to the Closing Date by way of separate written request addressed to the Vendor's solicitor. The Purchaser acknowledges that the Purchaser shall assume all liability for the air-conditioning unit in the event that it is stolen after its installation prior to the Closing date and the



Vendor shall not be obliged to replace same nor shall there be any adjustment in the Purchase Price with respect thereto.

- j. Where any portion of any fence is within twelve (12) inches of the Property line, such fence shall be deemed not to be an encroachment at that point (the "Permitted Encroachment") and the Purchaser agrees to accept title to the Property and to complete the sale contemplated herein, without abatement of the Purchase Price. If any portion of any fence is not deemed to be a Permitted Encroachment (an "Unpermitted Encroachment") then the Purchaser shall complete the transaction herein either upon the Vendor's undertaking to take all reasonable lawful steps to remove the Unpermitted Encroachment; or, at the Vendor's sole option, upon an abatement in the Purchase Price, such abatement to be calculated by multiplying the Purchase Price by the ratio of the area of the Unpermitted Encroachment to the total area of the Property.

#### **TARION WARRANTY CORPORATION – WARRANTY AND PDI**

4. The Vendor agrees to make available, and the Purchaser agrees to meet with a representative of the Vendor during the seven day working period immediately prior to closing to inspect the Dwelling and verify that the Dwelling has been completed in accordance with the provisions of Paragraph 3.(a) hereof. The Purchaser shall not be entitled to examine the Dwelling except when accompanied by a representative of the Vendor (no inspectors permitted, only those listed on the Agreement of Purchase & Sale). The Purchaser agrees to comply with all regulations under the Occupational Health & Safety Act, the wearing of head and foot protection and such other safety apparel as designated by the Vendor. The Purchaser further agrees to indemnify the Vendor against any fines incurred as a result of non-compliance with these provisions by the Purchaser. The Purchaser is to arrange the inspection with a representative of the Vendor and is to give the representative of the Vendor at least five (5) days prior notice of the said inspection. In the event of any items remaining uncompleted at the time of such inspection, only such uncompleted items and mutually agreed deficiencies shall be listed by the Vendor on the form of Certificate of Completion and Possession required to be completed pursuant to the provisions of the Ontario New Home Warranties Plan Act (the "Act"), which the Purchaser covenants to execute and which Certificate of Completion and Possession SHALL CONSTITUTE THE VENDOR'S ONLY UNDERTAKING TO COMPLETE THE SAID UNCOMPLETED ITEMS AND THE DWELLING. The Purchaser agrees that such uncompleted items as are included in the Certificate of Completion and Possession represent the balance of work to be completed by the Vendor with respect to the Dwelling and the Purchaser agrees that no further request for completion of items may be maintained by the Purchaser, and this shall serve as a good and sufficient release of the Vendor in that regard. The Purchaser further agrees that the Vendor shall have the right to enter upon the Property and Dwelling after completion of the transaction in order to complete such items as are included in the Certificate of Completion and Possession. The Vendor shall complete such items as are contained in the Certificate of Completion and Possession within a reasonable time after closing, subject to weather conditions and the availability of supplies and trades.
5. The Purchaser further agrees to have noted at the time of inspection on the form of Certificate of Completion and Possession any damages or defects found on the Dwelling's floor coverings, kitchen and bathroom cabinetry including countertops, bathtubs, sinks, toilets and other finished plumbing. These deficiencies listed on the form will be the limit of the Vendor's repairs to these items to be completed before or within a reasonable time after closing, subject to availability of material and trades.
6. The Purchaser agrees that in no event shall the Purchaser be entitled to obtain possession of the Dwelling until and unless the Purchaser has executed the said Certificate of Completion and Possession. The warranties given under the Act replace any warranties at law or otherwise. In the event the Purchaser has omitted to execute the Certificate of Completion and Possession prior to the Closing Date, this shall constitute a default by the Purchaser hereunder and the Vendor may, at its sole option, (and without prejudice to any other rights which the Vendor may have on the Purchaser's default) terminate this Agreement and the Purchaser agrees that the deposit monies paid by the Purchaser hereunder shall be forfeited.
7. The Purchaser acknowledges that a Homeowner Information Package (HIP) is available from TARION and that the vendor shall email a link to a downloadable copy of the HIP to the Purchaser at the Purchaser's designated email address on or prior to the PDI to be undertaken between the Purchaser and the Vendor. The Purchaser hereby agrees to accept this form of delivery for the HIP and further, acknowledges that the designated email address given by the Purchaser is a reliable email address for such delivery. The Purchaser covenants and agrees to acknowledge receipt via a reply email or to execute a Confirmation of Receipt of the HIP at the PDI.

#### **CLOSING ADJUSTMENTS**

8. The hot water tank or boiler and storage tank, as applicable per plan, are not included in the Purchase Price and shall remain chattel property. The Purchaser agrees to execute a rental contract for the said hot water tank or boiler and storage tank and agrees to take all necessary steps to assume immediately on closing, charges for hydro, water and other services, and the Vendor may recover any payments therefore from the Purchaser. The rental agreement will take effect between the Purchaser and the supplier on the closing date. The Purchaser understands that rental information, including the supplier's standard rental terms and conditions and the current monthly rental rates (which may change from time to time), will be provided either at or prior to the time of closing or with the first rental bill.

##### **Water and Hydro Meters**

- a. The Purchaser agrees to take all necessary steps to assume immediately on Closing, charges for electricity, water, gas and other services, and the Vendor may recover any payments made by the Vendor on account of the Property from the Purchaser. The water meter/electricity meter/gas meter is/are not included in the purchase if it/they is/are not the Property of the Vendor. The Purchaser shall pay, or reimburse the Vendor for the cost of, or

the charge made for, or security performance deposits relating to, any of the water, electricity or gas service, including, without limitation, the cost and/or installation of any meters, and the installation, connection and/or energization fees for any of such services. The Purchaser agrees to accept the utility suppliers designated by the Vendor. Subsequent to Closing and prior to assumption of the subdivision by the Municipality, if the Purchaser changes any or all of the utility suppliers, the Purchaser shall be responsible for the repair of any damage caused to the Property and neighbouring lands by such alternate utility suppliers and any costs incurred by the Vendor or Subdivider to restore the Property to the original state provided by the Vendor. Notwithstanding the foregoing, the parties hereto acknowledge and agree that the Purchaser shall pay the sum of **One Thousand Two Hundred and Fifty Dollars (\$1,250.00) plus Applicable Taxes** to the Vendor on the Closing Date for the supply, installation and connection of the water, electricity and gas meters for the Property;

**Property Taxes**

- b. Taxes, fuel, water rates, assessment rates and local improvements to be apportioned and allowed to the Closing Date. In the event realty taxes have not been individually broken down in respect of this Property and remain en bloc, then notwithstanding that such en bloc taxes may be outstanding and unpaid, the Purchaser covenants to complete this transaction and accept the Vendor's undertaking to pay realty taxes once individually assessed against this Property and agrees to pay on closing a deposit to be readjusted and to be applied on account of the Purchaser's portion of realty taxes applicable to this Property. Municipal realty tax re-assessment and/or supplementary tax bills relating to the Dwelling constructed on the Property issued subsequent to the Closing Date shall be the sole responsibility of the Purchaser.

**Tarion/H CRA Enrollment Fee**

- c. The Vendor represents and warrants that it is registered as a builder under the Act, as hereinafter defined, and that the Dwelling is or will be enrolled under the Act. The Purchaser covenants and agrees to reimburse the Vendor on closing for the enrolment fee paid by the Vendor for the Dwelling under the Act.

**Development Charges**

- d. In the event that any level of government including, without limiting the generality of the foregoing, federal, provincial or municipal, shall impose a new levy, impost charge or any other charge or tax against the Property (the "New Charge") or increase any existing levy, impost charge or any other charge or tax against the Property (the "Increase in Levies") after the date of signing of this agreement by both parties, the Purchaser shall pay to the Vendor in addition to the Purchase Price an amount equal to the New Charge and/or Increase in Levies which amount will be added to the Statement of Adjustments and payable on the Closing Date. **The total adjustment pursuant to this paragraph 8(d) of Schedule X shall not exceed \$7,500.00 plus applicable taxes.**

**Retail Sales Tax on Chattels**

- e. The Vendor shall have the option to collect and remit the retail sales tax, if any, payable by the Purchaser on chattels which are purchased in this transaction as a charge on closing and the allocation of such chattels will be estimated, if necessary, by the Vendor.

**NSF Charges**

- f. A **Two Hundred and Fifty Dollar (\$250.00) plus applicable taxes** administrative fee shall be charged to the Purchaser for any cheque delivered to the Vendor pursuant to this Agreement, or for any extras ordered, which is returned to the Vendor and not honoured by the bank of the Purchaser for any other reason (collectively **Returned Cheque**). The total of the administration fees shall be adjusted for on the Statement of Adjustments for each Returned Cheque and shall be paid by the Purchaser on the Closing Date.

**Late Changes in Model Type**

- g. A fee of **One Thousand Five Hundred Dollars (\$1,500.00) plus applicable taxes** shall be charged to the Purchaser to be paid at the time a request is made by the Purchaser for a change in lot or model type if such request is made more than thirty (30) days after the date of acceptance of this agreement of purchase and sale and further provided that such change shall be subject to the approval of the Vendor, who's approval may be arbitrarily withheld.

**Driveway Paving Fee**

- h. The Purchaser shall pay as an adjustment on closing the sum of **Nine Hundred Dollars (\$900.00) plus applicable taxes** to reimburse the Vendor for the top-coat Asphalt Driveway Paving Fee for a driveway belonging to a single car garage dwelling or the sum of **One Thousand Three Hundred Dollars (\$1,300.00) plus applicable taxes** for a double car garage dwelling. Asphalt will be installed in two coats were permitted by the municipality. Some municipalities require both coats to be installed at one time and driveways will be installed as per municipal engineering standards. The purchaser shall pay for the topcoat whether it is installed in one lift with the base or on a separate occasion as the base.

**Rebate Reduction**

- i. The Rebate Reduction amount (as hereinafter defined at paragraph 15, if any).

**Transaction Levy**

- j. The purchaser shall pay as an adjustment on closing the sum of **Sixty-Five Dollars (\$65.00) plus applicable taxes** for the Law Society of Upper Canada Fee.

### Unpaid Purchase Monies

- k. All proper readjustments shall be made after closing, if necessary, forthwith upon request. Any monies owing to the Vendor pursuant to such readjustment or as a result of any expenses incurred by the Vendor arising from a breach by the Purchaser of any of the Purchaser's obligations described in this Agreement shall be payable upon written demand by the Vendor and shall bear interest from the date of written demand **at the rate of twelve (12%) percent per annum, calculated monthly, not in advance and shall be a charge on the Property until paid** and such charge shall be enforceable in the same manner as a mortgage in default.
- l. The Vendor may reserve a Vendor's Lien, following the Vendor's usual form, for unpaid purchase monies or adjustments or claims herein provided together with the interest thereon as set forth in Paragraph 8(k) hereof, and the Vendor will upon request deliver to the Purchaser (for registration at the Purchaser's expense) a release of the Vendor's Lien after such monies have been received by the Vendor. The Purchaser shall be responsible for the Vendor's cost to have the Vendor's Lien registered.

### Purchaser's Request Late Change

- m. In the event the Purchaser requests: (i) an extension of the Closing Date and the Vendor consents to such extension (which consent may be arbitrarily withheld), the Purchaser shall pay to the Vendor such fee plus applicable taxes as required by the Vendor, in consideration of granting such extension; (ii) a change to the name or names or manner in which the Purchaser has previously requested to take title to the Real Property; (iii) a change to any other information provided to the Vendor or its solicitor or to any other final closing documentation prepared by the Vendor's solicitor (whether or not delivered to the Purchaser or its solicitor), then the Purchaser shall pay to the Vendor the sum of **Two Hundred and Fifty Dollars (\$250.00) plus applicable taxes** as an administrative charge and shall pay the Vendor's solicitor's legal fees in the sum of **Six Hundred Dollars (\$600.00) plus applicable taxes**, for each such requested change, but notwithstanding the foregoing there is no obligation whatsoever on the part of the Vendor, or its solicitor, to approve of or implement any such changes so requested by the Purchaser or its Solicitors. Notwithstanding anything contained to the contrary in this Agreement, the Vendor will not accept any name or title changes by a direction re. title. The consent of the Vendor must be obtained to all such name/title changes, which consent may be arbitrarily withheld. Where the Vendor so consents, an amendment in the Vendor's form must be executed by all appropriate parties and the hereinbefore set out fees shall be paid.

### Missed/Rescheduled Decor Appointment

- n. In the event the Purchaser fails to attend their scheduled virtual or in-person tier 1 or tier 2 décor appointment or fails to reschedule their missed decor appointment with the vendor no later than 72 hours prior to the scheduled date and time of their tier 1 or tier 2 décor appointment, then the Purchaser hereby agrees to pay as an adjustment on closing, the sum of **Two Hundred and Fifty (\$250.00) plus applicable taxes** as an administrative fee for their missed décor appointment or their failure to reschedule their decor appointment.

### Subdivision Aesthetic Enhancement

- o. In the event the Vendor has undertaken an obligation for subdivision esthetic enhancement such as boulevard treatment or improvement, or landscaping (including tree or shrub planting), or subdivision entrance features, or privacy fencing, lot-line fencing, chain-link fencing, corner lot fencing (or other fences/fencing), or retaining walls, or driveway enhancements, or patio slabs and/or any other item of a similar nature in the Subdivision, the Purchaser shall, on Closing, reimburse the Vendor as to the cost thereof for the Property, the cost to be absolutely determined and apportioned by the Vendor, said funds to be capped at **no more than \$1,000.00, plus Applicable Taxes**;



## **PROHIBITION ON SELLING, ASSIGNING, LEASING, LISTING ETC.**

9.

- a. The Purchaser covenants not to offer for sale, lease and/or transfer the Property, nor to sell, lease, assign or transfer the Purchaser's interest under this Agreement (or in the Property), nor to advertise, list, allow or cause to be advertised or listed for sale, lease, assignment or otherwise the Property or an interest under this Agreement on a listing service or sales service including, without limitation, the Multiple Listing Service ("**MLS**") or on, by or through any other publication or medium, including without limitation, any form of social media or through any website or application, until after acquisition of title to the Property on the Closing Date and the Vendor having received payment of all of the Purchase Price. The Purchaser acknowledges and agrees that once a breach of any of the preceding covenant occurs, such breach is (or shall be) incapable of rectification, and accordingly the Purchaser acknowledges and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement and the Occupancy Agreement), if applicable effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply.
- b. The Purchaser represents to the Vendor (upon which representation the Vendor has relied in accepting the Purchaser's offer) that the Purchaser is purchasing the Property for the Purchaser's own personal use and not for investment, short term and/or speculative purposes.
- c. The Purchaser covenants and agrees that it shall not place or allow to be placed any "for sale", "for lease" or "for rent" signs within the Dwelling that are visible from the exterior thereof or upon any portion of the Property or lands adjacent thereto until the later of: (a) the closing of the herein transaction and (b) until all of the dwellings in the Subdivision have been sold, which occurrence shall be determined by the Vendor in its sole, absolute, subjective and unfettered discretion. In the event that the Purchaser places or allows to be placed any such signs in contravention of the aforementioned, the Vendor shall have the absolute right to enter onto the Property and remove such sign without such act being an act trespass and the Vendor shall not be liable to the Purchaser for such removal, either in contract, tort or otherwise. The aforementioned covenant of the Purchaser and right of the Vendor shall survive the closing of the herein transaction

## **FINANCING**

10.

Within fourteen (14) days after the Purchaser's Waiver of the condition contained in Schedule "M" of this Agreement, or within fourteen (14) days after the Vendor has exhausted it's option or declines to exhaust it's option to assist the Purchaser in arranging financing, or if no Schedule "M" is attached to this Agreement, then within (fourteen) 14 days of final acceptance, the Purchaser shall deliver to the Vendor:

- a. a mortgage commitment from a bank, trust company or other financial institution for at least 75% of the Purchase Price; or
- b. evidence from a bank, trust company or other financial institution, indicating that the Purchaser has sufficient funds and is able to close this transaction without registering a mortgage against the Real Property. If the Vendor determines in its sole unfettered discretion that the evidence provided to it pursuant to this Paragraph 10(b) is insufficient or not acceptable for the purpose of Closing, the purchaser shall deliver a mortgage commitment for at least 75% of the Purchase Price to the Vendor within fourteen (14) days of request.

This Agreement of Purchase and Sale is conditional upon the Vendor being satisfied in its sole and unfettered discretion with the Purchaser(s) proof of financing produced pursuant to Paragraph 10(a) or 10(b) as the case may be. If the Vendor gives notice that the Vendor is not satisfied with the financing documents, then this Agreement shall be null and void and the deposit shall be returned in full to the Purchaser. If the Vendor does not notify the Purchaser, then this condition shall be deemed to be satisfied. The Purchaser acknowledges and agrees that the failure of the Purchaser to deliver the documentation described at Paragraph 10 within the time periods described therein, shall be considered material default of this Agreement. This condition is inserted for the benefit of the Vendor and may be waived by the Vendor at its sole discretion.

## **CONVEYANCE**

11.

In the event the Vendor is unable to deliver to the Purchaser on or before closing a conveyance of the Property free and clear of all encumbrances save as may be provided for in this Agreement, for any reason whatsoever, the Vendor at its option may require the Purchaser to pay the Vendor the balance due on closing, which shall be deposited with the Vendor's solicitors in trust, with the interest earned to the benefit of the Vendor, and take possession of the Property on the Vendor's undertaking to deliver a conveyance in accordance with the provisions of this Agreement within such period as the Vendor may require and execute the Vendor's Occupancy Agreement. From and after the date of possession the Purchaser shall be responsible for realty taxes, water, hydro, gas and other public or private utilities. The parties further agree that upon the Vendor delivering to the Purchaser a conveyance in accordance with the terms of this Agreement, the monies held in trust shall be released to the Vendor and any further adjustments that may be required shall be made at the time of

the delivery of the conveyance. The Vendor's solicitor shall undertake to the Purchaser not to release such monies to the Vendor until the Vendor has delivered a conveyance to the Purchaser in accordance with the terms of this Agreement.

## TITLE

12. Provided the title is good and free from all encumbrances except as herein provided, and except as to building and other restrictions, and to any easement or right-of-way granted or to be granted for installation and/or maintenance of service, T.V. transmission system, mutual driveways, and for maintenance and repair of adjoining dwellings, if applicable. Furthermore, title to the Property may be subject to encroachments by portions of the buildings located on abutting lands, including eaves, eavestroughing, or other attachments to the roofs, and the Purchaser further acknowledges that portions of the Dwelling may encroach onto abutting lands where the right to do so exists. The Purchaser accepts legal access to the subject Property even though it may be restricted by .3 metre reserves owned by the Municipality and not yet dedicated as public highway. The Purchaser is not to call for the production of any title deeds, abstract or other evidence of title except as are in the possession of the Vendor. The Purchaser is to be allowed sixty (60) days prior to the Closing Date, to examine the title at his own expense and if, within that time, any valid objection to title is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive this Agreement shall (except for the Purchaser's obligations for extras or changes), notwithstanding any intermediate act or negotiations be void and the deposit monies shall be returned, without interest, and the Vendor and the Broker shall not be liable for any damages or costs whatsoever. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Property. Any tender of documents or money or giving of notice herein may be made or given either upon or to the party hereto or their solicitor, and money may be tendered by negotiable cheque certified by a Canadian Schedule "A" chartered bank. The Vendor may assign this Agreement and its covenants and obligations herein to a third party, provided following such assignment, the Vendor shall notify the Purchaser of such assignment.
- a. The Purchaser agrees to accept the Property subject to Municipal regulations and restrictions now or hereafter affecting the ownership or use of the Property and the Purchaser shall observe and comply with the said regulations and restrictions and with the terms and obligations imposed by the Subdivision Agreement. The Purchaser agrees to accept title to the Property subject to any easements or licences for the installation of the maintenance of public or other utilities including, without limitation, telephone, hydro, gas, sewer, water and cable television, as well as any rights or easements reserved by the Vendor for maintenance purposes and roof overhangs, if necessary on or about the Property. The Purchaser covenants and agrees to execute any easements required for the said purposes upon being requested by the Vendor either before or after closing, such covenant shall survive closing. The Purchaser acknowledges that the Deed or Transfer of the Property may reserve such rights and easements.
  - b. In the event the Property borders land owned by any government, utility, or railway such authority may require fences, entrance gates or other structures to be located within the Property line and the Purchaser agrees to accept same and agrees to maintain same, if required by such authority.
  - c. The Purchaser acknowledges that title may be conveyed directly from the Subdivider of the lands, and not the Vendor, and the Purchaser hereby releases the Subdivider from all obligation, liability and responsibility whatsoever arising out of or associated with the construction of the Dwelling and installation of all other improvements within the lot boundaries, and the Purchaser agrees to execute and deliver on closing a separate acknowledgment and release in favour of the Subdivider to this effect.
  - d. In the event any mortgages are outstanding on closing the discharge of which is the Vendor's obligation, the Purchaser agrees to accept the Vendor's solicitor's undertaking to obtain and register the discharge of the same within a reasonable period of time after closing in full satisfaction of the Vendor's obligation in that regard.
  - e. If, on or after registration of the Plan of Subdivision, the lot number or municipal address of the Property is changed, the Purchaser agrees to accept such variation in lot number and municipal address and this Agreement shall be read with all amendments required thereby.
  - f. The Purchaser agrees to accept title to the Property subject to any limiting distance agreement with the owner of any neighbouring properties and any municipal authorities.
  - g. The Purchaser covenants and agrees that it shall not, and that it is not permitted, to: (i) direct title or the right of occupancy to any other parties; (ii) add any additional parties to title or the right of occupancy; or (iii) direct or re-direct title to only some of the parties which comprise the Purchaser. The sole purpose of any title direction contemplated herein or in any closing documents shall be for the purposes of confirming the full name(s), date(s) of birth, address for service, social insurance number(s) and such other information as the Vendor may require.
  - h. The Purchaser shall provide the name, address, telephone number and email address of its solicitor to the Vendor not later than the 30th day following the execution of this Agreement. Failure to provide same shall constitute a default pursuant to the terms of this Agreement. If the Purchaser does not provide such information when required hereunder, changes solicitors, or the Purchaser or its solicitor (i) fail to provide any required information; (ii) change or amend any of the information provided, including title information required for engrossing the Occupancy Agreement or the transfer to the Property as required by the preceding paragraph or in respect of the Rebate; or (iii) provide information to the Vendor or its solicitors that is incorrect or amended for any reason, the Purchaser shall be charged a fee as determined by the Vendor plus Applicable Taxes on the Statement of Adjustments.
  - i. In the event the Property abuts land owned by any government, utility, or railway such authority may require fences, entrance gates or other structures to be located within the Property line and the Purchaser agrees to accept same and agrees to maintain same, if

required by such authority.

- j. The Purchaser agrees to provide the Vendor's Solicitor with a written direction as to whom title is to be conveyed no later than sixty (60) days prior to the Closing Date, failing which, the Vendor is hereby directed to convey title to the Purchaser(s) set forth and named in this Agreement. Prior to closing, the Purchaser covenants not to register this Agreement or any other document on title to the Property.

#### **PURCHASER'S COVENANTS AFTER CLOSING**

- 13. In the event that after taking possession of the Dwelling, the Purchaser shall complete and/or install any additions and/or improvements such as, but not limited to, porches, patios, plantings, paved driveways or fences are located within six (6) feet of an external wall, the Purchaser covenants that it will remove such addition and/or improvements prior to the Vendor taking any corrective actions which it is required to take.
  - a. In the event that after taking possession of the Dwelling, the Purchaser shall complete and/or install any improvements, additions or alterations thereto, including, but not limited to, finishing basement, wallpapering, cabinetry and/or mouldings and/or finishings, the Purchaser shall be required to remove such improvements, additions or alterations at his own expense, in the event that the Vendor shall be required to carry out any repairs or replacements to the Dwelling in the area of such improvements, additions or alterations.
  - b. The Purchaser acknowledges that grading and sodding shall be done between June and October (weather permitting and subject to availability of supplies) of any year as per the Vendor's scheduling program. The Purchaser agrees that he shall be solely responsible for watering and general maintenance of sod from the Closing Date or from the date that sod is laid, whichever shall be the later, and the Vendor shall have no obligation in that regard. In the event the Vendor is, for any reason, required to replace laid sod, the Vendor shall not be obligated to do so until payment has been made therefore by the Purchaser and if so replaced, the Purchaser agrees to reimburse the Vendor for the costs and expenses of same as determined by the Vendor.
  - c. The Purchaser covenants to occupy the Dwelling forthwith after closing. The Purchaser agrees not to finish the whole or any part of the basement of the Dwelling for a period of twenty-four months after the Closing Date or such longer period, which is equivalent to the warranty period under the Act for basement repairs. The Purchaser hereby releases the Vendor from any liability whatsoever in respect of water damage to basement improvements and chattels stored in basement resulting from water seepage or leakage, including any consequential damages arising therefrom
  - d. The Purchaser acknowledges that the Vendor has a master key for the subdivision and in the event that the Purchaser wishes to change any locks, he may do so, at his own expense, any time after closing.
  - e. If settlement occurs due to soil disturbances around the Dwelling, the walkways, driveways and sodded areas, all minor settlements shall be the responsibility of the Purchaser, and the Vendor will rectify any major settlement once only, and such work, unless of an emergency nature, will be completed when reasonably feasible and according to the Vendor's work program and availability of materials and tradesmen's services. The Vendor is not responsible for any damage to the Dwelling, which the Vendor considers of a minor nature by reason of such settlement.
  - f. No request by the Purchaser for homeowner service will be processed by the Vendor unless such request is in writing other than emergency service, such as no heat, water or hydro.
  - g. The Purchaser agrees that after closing, if required by the Municipality or any public utility such as the local hydro-electric authority, gas company or Bell Canada, he will grant an easement for the installation and maintenance of sewers, water mains, lines, or any other similar installations. The Purchaser also agrees to grant maintenance easements in favour of abutting land owners after closing if required by the Municipality.

#### **BREACH OF CONTRACT**

- 14. Any breach by the Purchaser of any of the provisions of this Agreement shall entitle the Vendor, in addition to any rights or remedies that the Vendor may have in law or otherwise, to give notice to the Purchaser declaring this Agreement null and void, whereupon all deposit monies paid hereunder, and any monies paid for extras, shall be forfeited to the Vendor as liquidated damages and not as a penalty.
- 15. The Purchaser represents to the Vendor upon which representation the Vendor has relied in accepting the Purchaser's offer that they are purchasing the property for their own personal use and not for short term speculative purposes. Prior to Closing the Purchaser(s) covenant(s) and agree(s) not to post any signs for sale, or list the Property for sale, or advise others that the Property is or may be available for sale, offer for sale or sell, the Property or to enter into any agreement, conditional or otherwise, to sell the Property, or any interest therein, nor to assign this Agreement or any interest therein, or the benefit thereof, nor to mortgage, deal with or in any way encumber the premises. The Purchaser will not any time prior to completing this transaction, register this Agreement, or any notice thereof, whether by Caution or otherwise, or register a notice of Purchaser's lien against the Property. Any breach of the foregoing shall constitute a breach of this covenant which shall, at the Vendor's sole option, entitle the Vendor to terminate this Agreement and the Vendor shall be entitled to retain the deposit monies as liquidated damages and not as penalty in addition to and without prejudice to any other remedy available to the Vendor arising out of such default and the Purchaser shall have no further right to or interest in the Property.

#### **UNLAWFUL WORK**



16. Unless specifically agreed to by the Vendor in writing, no work shall be done by, or for the Purchaser in or to the Dwelling Unit prior to the date of Closing ("Unauthorized Work"). The Purchaser acknowledges that a breach of this condition constitutes a trespass and entitles the Vendor, at its sole option, to take any of the following actions:
- declare this Agreement to be at an end whereby the Purchaser's deposit shall be forfeited to the Vendor;
  - finish the dwelling to the extent possible, as determined by the Vendor in its sole discretion, without regard to possible damage to the Unauthorized Work and without incurring any additional expense as a result of the Unauthorized Work; OR
  - remove and/or repair the Unauthorized Work, and any other portion of the dwelling thereby affected, and to receive compensation therefore as an adjustment on the date of Closing in an amount to be determined by the Vendor at its sole discretion. Further, the Purchaser acknowledges that the Vendor's warranty of workmanship is rendered invalid insofar as it relates to matters affected by the Unauthorized Work.

#### **CONTRACT TERMS AND HEADINGS**

17. This offer is to be read with all changes of gender or number required by the context and, when accepted, shall constitute a binding contract of Purchase and Sale, and time shall, in all respects, be of the essence. The deposit monies are expressly deemed to be deposit monies only, and not partial payments. Default in payment of any amount payable pursuant to this Agreement on the date or within the time specified, shall constitute substantial default hereunder, and the Vendor shall have the right to terminate this Agreement and forfeit all deposit monies in full. Without prejudice to the Vendor's rights as to forfeiture of deposit monies as aforesaid, and in addition thereto, the Vendor shall have the right to recover from the Purchaser all additional costs, losses and damages arising out of default on the part of the Purchaser pursuant to any provision contained in this Agreement, including interest thereon from the date of demand for payment **at the rate of twelve percent (12%) per annum, calculated monthly, not in advance, until paid.** In the event this Agreement, in future, is amended in order to accelerate the closing of the transaction or to change or alter the construction specifications of the Dwelling by giving the Purchaser a credit or reduction against the Purchase Price and the Purchaser fails to complete the transaction, all damages shall be assessed as if such amendment was not entered into. In the event any one or more of the provisions of this Agreement or any portion or portions thereof are invalid or unenforceable, the same shall be deemed to be deleted herefrom and shall not be deemed to affect the enforceability or validity of the balance of this Agreement of Purchase and Sale. The Purchaser, if required by the Vendor, shall execute and deliver on closing one or more covenants incorporating the terms hereof. There is no representation, warranty, collateral Agreement or condition affecting this Agreement or the Property, or supported hereby, except as set forth herein in writing. In the event there is a conflict between any term(s) in this Agreement, the Vendor shall determine which conflicting term(s) prevail(s). The Purchaser acknowledges and agrees that the covenants and obligations of the Vendor contained in this Agreement shall be those of the Vendor only and should the Vendor represent or act as trustee or agent on behalf of a beneficiary or principal (whether disclosed or undisclosed) in executing this Agreement, such beneficiary or principal shall have no liability under this Agreement, such liability being restricted to the Vendor only. All buildings and equipment shall be and remain at the Vendor's risk until closing. In the event of any damage to the Dwelling, however caused, the Vendor shall be entitled to the insurance proceeds payable under any insurance policy coverage on the Dwelling. Deed to be prepared at Vendor's expense, and shall be executed by the Purchaser if required by the Vendor and shall be registered forthwith on closing at the Purchaser's expense.
18. The marginal notations or headings in this agreement are for convenience purposes only and do not form part of, or in any way amend or affect, the contents of the whole or any part of this Agreement. This Agreement shall be construed and interpreted by the courts of and in accordance with the Laws of the Province of Ontario, as such laws from time to time shall be in effect.

#### **SUBDIVISION AGREEMENT REQUIREMENTS**

19. The Purchaser acknowledges and agrees that title may on closing be subject to one or more subdivision or other development agreements and that the Subdivider has agreed at its own expense to construct, install and pay for roads, sanitary sewers, water mains and all other services in accordance with the requirements of the Municipality, which the Vendor herein is not responsible to construct, install or pay for. The Purchaser agrees that the Vendor shall not be obligated on closing or thereafter to obtain releases of such subdivision or other development agreements provided that the same have been complied with as of the Closing Date and the Purchaser shall satisfy themselves as to compliance.
- The Purchaser acknowledges receipt of notice from the Vendor that the Vendor and or the Subdivider may apply for a re-zoning with respect to blocks or lots not purchased hereunder as laid down by the Plan of Subdivision or with regard to the lands adjacent to or near the lands laid down by the Plan of Subdivision, and the Purchaser, the Purchaser's successors and assigns, shall consent to any such application and agrees that this paragraph may be pleaded as a bar to any objection by the Purchaser to such re-zoning. The Purchaser covenants to include this clause in any conveyance, mortgage or disposition of the Property and to assign the benefit of such covenant to the Vendor
  - The Purchaser acknowledges that the Subdivision Agreement entered into between the Subdivider and the Municipality may require the Vendor to provide the Purchaser with certain notices ("Notices"), including, but not limited to, land usage, maintenance of Municipal fencing, school transportation, noise levels from adjacent roadways, noise and/or vibration levels from nearby railway lines, the absence of door-to-door mail delivery, the location of "super mailboxes", and in general, any other matter that may be deemed by the Municipality to inhibit the enjoyment by the Purchaser of this Property. In the event the Subdivision Agreement is not registered as of the date of acceptance of this Agreement, and therefore the Notices are not yet available, or if after they are available, they are amended by the Municipality, or are inadvertently omitted or misquoted by the Vendor herein, and if the Municipality requires the Purchaser to receive a copy of the Notices, then a copy of the Notices as revised as necessary, shall be emailed to the Purchaser's email address as

shown on this Agreement or to the Purchaser's solicitor and such electronic closing be deemed to constitute appropriate notification. The Purchaser agrees to be bound by the contents of any such notice and covenants to execute forthwith upon request, an acknowledgement containing such notice if and when requested to do so by the Vendor.

- c. The Purchaser agrees to forthwith upon request do all acts and execute and deliver all documents, both before and after closing, as may be required by the Vendor or the relevant municipality (the "Municipality") in connection with the acceptance of the subdivision as a whole by the Municipality.

## **COLOUR AND MATERIAL SELECTION**

- 20. Wherever in this Agreement the Purchaser has the right to choose colours or materials, he shall do so within ten (10) days after notification by the Vendor and the Purchaser shall make his selection of such colours and/or materials, whatever the case may be, from the Vendor's samples and list same on the Vendor's colour selection form.
  - a. In the event that the Purchaser shall desire to select colours or materials from other than the Vendor's samples, he must negotiate such colours or materials directly with the Vendor or the Vendor's subtrade or supplier as directed by the Vendor and attend to payment of any additional cost as a result of such choice to the Vendor or the Vendor's subtrade or supplier directly, as directed by the Vendor. Acceptance of same is at the sole discretion of Vendor.
  - b. In the event that the Purchaser shall have made a choice of colours and/or materials from either the Vendor's samples or otherwise as aforesaid and because of lack of supply the installation of such colour choice and material cannot be completed in accordance with the Vendor's construction schedule, the Purchaser shall choose alternate colours and materials within three (3) days and in the event the Purchaser fails to make an alternate selection as aforesaid, the Vendor shall have the option of choosing the colours and materials and the Purchaser shall be obligated to accept same.
  - c. In the event that by the Closing Date the installation of the selected colours and upgraded materials or other work to be performed by the Vendor or its subtrade(s) has not been completed, and as a result thereof the Dwelling has not been completed, then the Purchaser shall, notwithstanding such incomplete work, complete the transaction on the Closing Date and shall pay the full amount required to be paid on closing in accordance with this Agreement.
  - d. In the event that the Purchaser shall not have made his selection within ten (10) days after notification by the Vendor or an extended date acceptable to the Vendor, then the Vendor shall have the option of choosing the colours and materials for and on behalf of the Purchaser and the Purchaser agrees to accept same.
  - e. In the event that the Purchaser has installed or has requested the Vendor to install a different floor covering than that which the Vendor would normally install in the dwelling, then the Purchaser agrees that if any defects should come to light for which the Vendor is normally responsible and repairs to which require the removal of the said floor covering, the Vendor will not be responsible to effect such repairs. For purposes of this Agreement "floor covering" shall mean any type of finished floor covering which is normally placed on the sub-floor and without limiting the generality of the foregoing, shall include tile, hardwood, marble, terrazzo and carpet.
  - f. Where omissions occur on the original colour selection sheet, the Purchaser acknowledges that selection by the Vendor will be final.
  - g. Upgrades listed on a standard colour chart will not be deemed to be part of the Agreement of Purchase and Sale. **Should the Purchaser include upgrades on said Colour Chart without accompanying payment, the Vendor shall in their discretion choose whether to complete said upgrades or not and the Purchaser agrees to accept the Vendor's choice in that regard. If the vendor chooses to complete said upgrades, then the purchaser agrees to pay the costs for said upgrades as an adjustment to the purchase price on closing.**
  - h. The Purchaser agrees that if after having made the original colour selections the Purchaser does make a change erroneously or otherwise, he will be deemed responsible for all errors resulting from any double selections. Any change to processed selection will be subject to **Two Hundred and Fifty Dollars (\$250.00)** plus applicable taxes Administration charge.
  - i. The Purchaser further agrees that in the event that the Vendor has preselected colours prior to the purchase herein of the Property, the prescribed colours shall be final notwithstanding that the Purchaser may have completed a colour selection/chart.

## **MODEL HOMES**

- 21. The Purchaser acknowledges that he has purchased the Dwelling on the basis of plans which he has viewed and not from a model. The Purchaser acknowledges that the model homes, if any, may have items installed for decor purposes, such as, but not limited to, up-graded flooring materials, ceramic tile, hardwood, carpet, paint, kitchen cabinets, lighting, driveways, walkways, railings and pickets, skylights, entry doors, interior doors, paneling, wallpaper, window treatment, drapes, curtains, plumbing supplies, intercom systems, alarm systems, landscaping, decks and finished basements. The Purchaser acknowledges and agrees that these decor items will not be included in the Purchase Price and that the contract will consist of only those items listed on Schedule "A".

- a. Notwithstanding anything herein written, if at the time that this Agreement is executed, the dwelling constructed on the Property has already been substantially completed, the Purchaser shall purchase the Property in an "as built" and "as is" condition rather than in accordance with any other representations herein contained.
- b. Furthermore, in the event that the Dwelling has been used as a model or show home, the Purchaser acknowledges that the subject premises has been used extensively as a "Model" of "Show" home, and as such, has been subjected to the normal wear and tear associated with that purpose. Unless otherwise specifically agreed in writing, no refinishing shall be done by the Vendor on the subject premises and the Purchaser agrees to accept the dwelling on closing on an "as-is" basis. For the purposes of clarity only, and without restricting the generality of the foregoing, the Purchaser hereby waives any claim in respect of scratched floors, counters or plumbing fixtures; or, sun-faded paint and stain colours.

## **H.S.T. CLAUSE**

22.

- a. The Purchaser agrees to personally occupy the Dwelling as their principal residence forthwith after Closing, and to allow the Vendor's inspectors or agents or representatives of Canada Revenue Agency access to the Dwelling at all reasonable hours until the Vendor has received all HST Rebates. In the event that the Purchaser does not personally occupy the Dwelling as his principal residence and deliver on closing the necessary documents, evidence and affidavits required by the Vendor with respect to the HST, then the Purchaser shall pay an amount on closing equal to such HST Rebate that would have been available had the Purchaser occupied the Dwelling as his/her principal residence.
- b. This paragraph 22(b) deals with the payment of federal goods and services tax and the Province of Ontario's portion of any harmonized single sales tax (which combined harmonized single sales tax is called the "HST") and the rebate of HST (that is both the federal and provincial rebates) for new houses (the "HST Rebate"), under the Excise Tax Act (Canada) as amended and the regulations there under (the "ETA") as follows:
  - i) The Vendor agrees that the Purchaser Price is inclusive of HST (but net of the HST Rebate) and that following Closing it will pay and remit the HST (net of the HST Rebate), in accordance with the provisions of the ETA, subject to the Purchaser assigning to the Vendor (or as the Vendor may otherwise direct) the HST Rebate, as hereinafter set out. The Purchaser hereby assigns to the Vendor or the Vendor's designate all of the Purchaser's right, title, and interest in and to the HST Rebate including the Purchaser's entitlement thereto, all in respect of the Real Property.
  - ii) The Purchaser agrees to comply with the ETA and with all other laws, regulations, rules and requirements relating to HST and HST Rebate and to do such acts and to complete and deliver to the Vendor before, on, or after Closing, as the Vendor may require or direct, such documents, certificates, declarations, instruments, and applications to enable the Vendor or its designate to obtain payment of the full amount of HST Rebate and in such form and content as the Vendor may require or direct, including, without limitation:
    - a) A prescribed new housing rebate application containing prescribed information executed by the Purchaser; and
    - b) Assignment of HST Rebate to the Vendor or its designate.
  - iii) The Purchaser agrees to provide the Vendor with all information required by the Vendor in connection with the registered and beneficial ownership of the Real Property or information with respect to any other person in connection therewith. Such information shall be by way of sworn statutory declaration in form and content required by the Vendor and to be delivered to the Vendor on or before Closing.
  - iv) In the event that the Purchaser is not eligible for the HST Rebate or any part thereof, (whether determined on or after the Closing and notwithstanding that the price of the Real Property would qualify for a rebate) pursuant to the provisions of the ETA, then the Purchaser shall forthwith upon demand pay a sum equal to the HST Rebate that would have otherwise been applicable to the Real Property, to the Vendor (or to whomever the Vendor may in writing direct) by way of certified cheque and the Purchaser shall not be entitled to any credit for or with respect to the HST Rebate. The Purchaser hereby agrees that the amount of the HST Rebate to be paid by the Purchaser to the Vendor (or as it may direct) in accordance herewith shall be a charge against the Real Property in favour of the Vendor, and secured by a lien (including a vendor's lien), charge or caution as the Vendor deems appropriate on and against the Real Property.
  - v) If the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Rebate, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, and the Vendor's belief or position on this matter is communicated to the Purchaser or the Purchaser's solicitor on or before the Closing Date then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomever the Vendor may in writing direct), by certified cheque delivered on the Closing Date, an amount equivalent to the HST Rebate and in addition to the Purchase Price and in those



circumstances where the Purchaser maintains that he is eligible for the HST Rebate despite the Vendor's belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the HST Rebate as aforesaid) be fully entitled to pursue the procurement of the HST Rebate directly from the CRA. It is further understood and agreed that in the event that the Purchaser intends to rent out the Dwelling after the Closing Date, the Purchaser shall not be entitled to the HST Rebate, but may nevertheless be entitled to pursue, on his own after the Closing Date, the federal and provincial new rental housing rebates directly with CRA, pursuant to Section 256.2 of the Excise Tax Act, as may be amended from time to time, and other applicable legislation to be enacted relating to the provincial new rental housing rebate.

- vi) The Purchaser represents and warrants that the Purchaser qualifies for the HST Rebate and confirms and agrees that the Vendor is relying upon such representation and warranty to the Vendor's detriment. The Purchaser covenants and agrees that such representation and warranty shall be true and correct at Closing and shall not merge on Closing but shall continue thereafter. If the foregoing representation and warranty is not true and correct in all respects, then (in addition to the foregoing provisions of this paragraph 22(b), the Purchaser hereby indemnifies and saves harmless the Vendor or its designate from and against all costs, expenses, actions, suites, causes of action, proceedings, damages and liabilities, which the Vendor or its designate may sustain or incur, including without limiting the generality of the foregoing, any penalty, fine, interest, other charge, payment or expense whatsoever, which the Vendor or its designate may sustain suffer or incur.

- 23. Notwithstanding any other provision herein contained in this Agreement, the Purchaser acknowledges and agrees that the Purchase Price does not include any HST eligible with respect to any of the closing adjustments payable by the Purchaser pursuant to this Agreement, or any extras or upgrades or changes purchased, ordered or chosen by the Purchaser from the Vendor which are not specifically set forth in this Agreement, and the Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the Excise Tax Act. In addition, and without limiting the generality of the foregoing, in the event that the Purchase Price is increased by the addition of extras, changes, upgrades or adjustments and as a result of such increase, the quantum of the Rebate that would otherwise be available is reduced or extinguished (the quantum of such reduction being hereinafter referred to as the "Rebate Reduction") then the Purchaser shall pay to the Vendor on the Closing Date the amount of (as determined by the Vendor in its sole and absolute discretion) the Rebate Reduction.

#### **ELECTRONIC REGISTRATION**

- 24. In the event that the electronic registration system (hereinafter referred to as the "Electronic System" or ERS") is operative in the applicable Land Registry Office in which the Property is registered, then at the option of the Vendor's solicitor, the following provisions shall prevail, namely:
  - a. the Purchaser shall be obliged to retain a lawyer in good standing with the Law Society of Upper Canada to represent the Purchaser in connection with the completion of the transaction, and shall authorize such lawyer to enter into an escrow closing agreement with the Vendor's solicitor on the latter's standard form (hereinafter referred to as the "Escrow Document Registration Agreement"), establishing the procedures and timing for completing this transaction;
  - b. the delivery and exchange of documents and monies for the Property and the release thereof to the Vendor and the Purchaser, as the case may be:
    - i) shall not occur contemporaneously with the registration of the transfer/deed (and other registerable documentation); and
    - ii) shall be governed by the Escrow Document Registration Agreement, pursuant to which the solicitor receiving the documents and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Escrow Document Registration Agreement;
  - c. if the Purchaser's lawyer is unwilling or unable to complete this transaction via ERS, in accordance with the provisions contemplated under the Escrow Document Registration Agreement, then said lawyer (or the authorized agent thereof) shall be obliged to personally attend at the office of the Vendor's solicitor at time of the scheduled Closing Date as may be directed by the Vendor's solicitor or as mutually agreed upon, in order to complete this transaction via ERS utilizing the computer facilities in the Vendor's solicitor's office;
  - d. the Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the transfer/deed to the Property for registration until the balance of funds due on closing, in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery or if agreed to by the Vendor's solicitor, by electronic funds transfer to the Vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the transfer/deed for registration;
  - e. each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Property shall be delivered to the other party hereto on or before the Closing Date; and
  - f. notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has:

- i) delivered all closing documents and/or funds to the Purchaser's solicitor in accordance with the provisions of the Escrow Document Registration Agreement;
  - ii) advised the Purchaser's solicitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
  - iii) has completed all steps required by ERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the cooperation or participation of the Purchaser's solicitor, including signing the transfer deed for completion, although this is not required if the solicitor for the Purchaser has not completed any statements which would prevent the Vendor solicitor from signing the transferred deed for completeness "completeness signatory" for the transfer/deed has been electronically "signed" by the Vendor's solicitor; without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents and/or funds, and without any requirement to have an independent witness evidencing the foregoing.
25. This Offer is irrevocable by the Purchaser until one minute before midnight on the irrevocable date hereinbefore set out, after which time if not accepted, this Offer shall be void and the deposit monies returned to the Purchaser, without interest. This transaction shall be completed on the Closing Date, on which date vacant possession of the Dwelling is to be given to the Purchaser.

#### **EXTENSION**

26. The Vendor may unilaterally extend a Firm Closing Date or Delayed Closing Date, as the case may be, for one (1) Business Day to avoid the necessity of tender where a Purchaser is not ready to close on the Firm Closing Date or Delayed Closing Date, as the case may be. The parties hereto acknowledge that delayed closing compensation will not be payable for such period and that the Vendor may not impose any penalty or interest charge upon the Purchaser with respect to such extension. 'Firm Closing Date', 'Delayed Closing Date' and 'Business Day' are defined in the Addendum.

#### **CREDIT REPORT**

27. The Purchaser acknowledges having been notified by the Vendor that the consumer report containing credit and/or personal information may be applied for obtained or referred to in connection with this transaction and the Purchaser hereby consents to same and to forthwith execute any documents and authorizations required by the Vendor in this regard.

#### **SUBORDINATION**

28. The Purchaser agrees that this Agreement shall be subordinated to and postponed to any mortgage(s) arranged by the Vendor and any advances made thereunder from time to time or liabilities secured thereunder and to any agreements, easements, licenses, rights covenants and restrictions referred to herein to which title to the Real Property may be subject. The Purchaser agrees to execute all necessary documents and assurances to give effect to the foregoing as requested by the Vendor.

#### **CLOSING DOCUMENTS & KEYS**

29. The Purchaser acknowledges that the Vendor is not required to deliver "hard" or paper copies of the documentation pertaining to the Closing of the herein transaction, draft or otherwise, to the Purchaser or the Purchaser's solicitor (the "Closing Documentation"). The Vendor or the Vendor's representatives may, deliver to the Purchaser or the Purchaser's solicitor any or all of the Closing Documentation by email and/or by website. If delivered by website, the Closing Documentation shall be made available for download on an internet website designated by the Vendor and access to such website shall be effected by way of a confidential password to be provided to the Purchaser and/or the Purchaser's solicitor.
30. Keys will be released to the Purchaser at the construction site or the sales office or the head office of the Vendor, as the Vendor in its absolute discretion determines, unless otherwise specifically agreed in writing between the Vendor and the Purchaser. The Purchaser agrees that the Vendor's advice that keys would be available for release to the Purchaser constitutes a valid tender of keys on the Purchaser.

**ORAL REPRESENTATIONS DO NOT FORM PART OF NOR CAN THEY AMEND THIS AGREEMENT.**

Client Initial: \_\_\_\_\_

Client Initial: \_\_\_\_\_

Client Initial: \_\_\_\_\_

**SCHEDULE "W"****WARNING CLAUSES AND NOTICE PROVISIONS**

The Purchaser shall execute any and all acknowledgments and releases required by the relevant governmental authorities in accordance with the provisions of this Agreement. The Purchaser is hereby notified of the following warning and notice clauses:

**The following provisions apply to all dwellings being sold by the Vendor pursuant to this form of Agreement:**

1. The Purchaser is hereby notified of the warning and notice clauses contained within this Schedule "W" (the "Notices"). Further, the Purchaser acknowledges that the Notices are preliminary in nature and may be altered or modified by the Vendor, governmental authorities or by applicable consultants and that new Notices may be provided to the Purchaser. The Purchaser agrees to be bound by the contents of any Notices (whether existing, altered, modified or new) and covenants to execute forthwith upon request, an acknowledgment containing such Notices if and when requested to do so by the Vendor. Without limiting the generality of the foregoing, to the extent that any Notices are provided to the Purchaser by the Vendor after this Agreement has been executed, such Notices shall be deemed to have been included in this Agreement at the time that this Agreement has been made.
2. Whitevale Road will be closed to vehicular traffic immediately east of the Hamlet of Whitevale as shown in the draft Hamlet of Whitevale Transportation Mitigation Study dated August, 2013.
3. Mail delivery will be from a designated community mailbox(es).
4. In accordance with subsection 59(4) of the Development Charges Act, 1997, S.O. 1997, C.27, the development charges for the Detached Dwelling are \$53,362.00 as at October 26, 2022, and the development charges for a Semi-Detached Dwelling are \$53,362.00 as at October 26, 2022, and the development charges for a Townhouse Dwelling are \$42,876.00 as at October 26, 2022. Please note this figure is subject to change by the Region & the City. Purchasers are to contact the Regional Municipality of Durham and the City of Pickering for updated development charges for the Dwelling.
5. "Preliminary addressing has been assigned to the units being constructed within this plan of subdivision. It should be noted that, amendments to this plan of subdivision may occur prior to the registration of this plan of subdivision and therefore the addresses that have been assigned as at this date are subject to change.

The City of Pickering will not be responsible, financially or otherwise, for any amendments that may be made to the plan of subdivision and/or any future changes that may be made to the assigned municipal address numbers.

Official municipal address numbers will be issued only after the registration of this plan of subdivision."

6. With respect to the Durham District School Board and the availability of schools:

"Students from this development may have to attend existing schools. Although a school site has been reserved within this community, a school may not be constructed for some time, if at all, and then only if the Ministry of Education authorizes funding and construction of this required school."

7. With respect to the Durham Catholic District School Board and the availability of schools:

"Students from this development may have to attend existing schools. Although a school site has been reserved within this community, a school may not be constructed for some time, if at all, and then only if the Ministry of Education authorizes funding and construction of this required school."

8. Purchasers of Lots 1 to 24, 142 to 173, 192 to 199, 242 to 295 and Blocks 288, 289, 297 and 298 lying adjacent to the publicly-owned natural heritage system are hereby informed that private use and/or access to the open space shall not be permitted. Further, said purchasers are hereby notified of the following specific provisions:

"The Purchaser(s) acknowledge(s) and agree(s) that the open space adjacent to the subject property is considered to be part of the publicly-owned natural heritage system and is to be maintained for environmental protection and public use purposes. Please note that uses such as private picnics, barbeque or garden areas and/or the dumping of refuse (e.g. grass/garden clippings household compostable goods, garbage etc.) are not permitted anywhere within the publicly-owned natural heritage system. In addition, access to the publicly-owned natural heritage valley corridor through private rear yard gates and/or ladders, is prohibited."



"Stormwater management facilities and the publicly-owned natural heritage system area are to be kept in a natural state and as such, routine maintenance such as grass and weed cutting is prohibited."

"A Restrictive Covenant will be registered on title to the subject property giving effect to the above."

9. Purchasers of Lots 1 to 24, 142 to 173, 192 to 199, 242 to 295 and Blocks 288, 289, 297 and 298 are also hereby notified that a Restrictive Covenant will be registered on title to the subject properties, giving notice that private picnics, barbeque or garden areas and/or the dumping of refuse (e.g. grass/garden clippings, household compostable goods, garbage etc.) are not permitted on these lands. In addition, access to the valley corridor, such as private rear yard gates and/or ladders will be prohibited.
10. Appended hereto is a "Homeowner Information Map and Natural Stewardship Guide" required by The Corporation of the City of Pickering.
11. Purchasers of single detached, semi detached, and townhouse dwelling units are hereby advised that they will have single car garages and that the following will apply:

"Notice - The City's By-law requires that two parking spaces be provided for each dwelling unit wherein there is a single car garage – one in the garage and one on the driveway. The Purchasers acknowledge that increasing the width of the driveway to accommodate side by side parking is not permitted. Accordingly, the Purchaser of the single detached, semi detached, and townhouse dwelling units within this plan of subdivision acknowledge that driveway widths are not to be increased to accommodate two cars being parked side by side."

12. Purchasers of Lots 1, 53, 54, 141, 173, 182, 200, 235, 242, 234 and Blocks 314, 292 to 295, 296 (West Unit), 298 are advised as follows:

**"Warning:**

Purchasers are advised that despite the inclusion of noise abatement features within the development area, sound levels from road traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the noise level will exceed the Ministry of Environment's noise criteria

13. Purchasers of Lots 53, 54, 141, 173, 174-177, 179, 234, 235, 242 and Blocks 292, 294, 295, 298, 296 (West Unit) and 314 are advised as follows:

**"Warning:**

This dwelling unit was fitted with a central air conditioner to allow the windows and exterior doors to remain closed, thereby achieving indoor sound levels within the limits recommended by the Ministry of Environment. (Note: The location and installation of the outdoor air conditioning device should be done so as to comply with noise criteria of MOE Publication NPC-216, Residential Air Conditioning Devices and thus minimize the noise impacts both on and in the immediate vicinity of the subject property)."

14. Purchasers of Lots 1, 53, 55, 140, 172, 182, 200, 223, 236, 243, 287 and Blocks 291, 292 (North Unit), 306 to 313, 317 to 321 are advised as follows:

**"Warning:**

This dwelling unit was fitted with ducting sized to accommodate a central air conditioning unit. The installation of central air conditioning by the homeowner will allow windows and exterior doors to be kept closed, thereby achieving indoor sound levels within the limits recommended by the Ministry of Environment. (Note: The location and installation of the outdoor air conditioning device should be done so as to comply with the noise criteria of MOE Publication NPC-216, Residential Air Conditioning Devices and thus minimize the noise impacts both on and in the immediate vicinity of the subject property)."

15. Purchasers of Lots 52, 55, 140, 172, 174 to 177, 223, 243 and Blocks 296, 298, 299, 306 to 313, 314, 317 to 321 are advised as follows:

**"Warning:**

Purchasers are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound level will exceed the Ministry of Environment's noise criteria."

16. Purchasers of Lots 79, 80, 82, 83, 85, 86, 87, 88, 90, 91, 114, 122, 123, 129, 130, 131, 132, 133, 177, 182, 183, 219 and 220 and Blocks 296, 318, 319, 320 and 321 are advised that a storm drainage works easement shall be registered on title to certain portions of said Lots and Blocks, in favour of The Corporation of the City of Pickering, whereby the City shall have the right to lay, construct, operate, maintain, inspect, alter, repair, replace, reconstruct and remove storm drainage works together with appurtenances thereto.

**Schedule "R"**  
**RESTRICTIVE COVENANTS**

The Purchaser is hereby notified of the following restrictive covenants that may be registered on title to the Property purchased pursuant to this Agreement. The Purchaser acknowledges that the following restrictive covenants are preliminary in nature and may be altered or modified by the Vendor, governmental authorities or by applicable consultants and that new restrictive covenants may be provided to the Purchaser and/or registered on title to the Property. The Purchaser agrees to be bound by the contents of any restrictive covenants (whether existing, altered, modified or new) and covenants to execute forthwith upon request, an acknowledgment containing such restrictive covenants if and when requested to do so by the Vendor. Without limiting the generality of the foregoing, to the extent that any restrictive covenants are provided to the Purchaser by the Vendor after this Agreement has been executed (including the provision of same by the registration of the restrictive covenants on title to the Property), such restrictive covenants shall be deemed to have been included in this Agreement at the time that this Agreement has been made.

1. The lands to which these building restrictions shall be annexed (hereinafter sometimes called the "lands") are the parcel that is in the City of Pickering (hereinafter sometimes called the "Municipality") in the Region of Durham and being composed of  
  
\_\_\_\_\_
2. No part of the Lands nor any building or buildings erected thereon, shall- be used for the purpose other than a purpose permitted by the applicable zoning by-law.
3. No animals or birds other than household pets normally permitted in private homes in urban residential areas shall be kept upon the Lands.
4. No signs, billboards, notices or other advertising matter of any kind (except the ordinary signs offering the land or buildings thereon for sale or rent) shall be placed on any of the Lands or upon or in any building or on any fence, tree or other structure on the Lands except in accordance with municipal sign by-laws.
5. No building, structure or any addition thereto, landscaping, driveway and parking area, shall be maintained or kept save in good repair.
6. Each Owner of any lot or lots comprising any part of the Lands covenants and agrees as follows:
  - a. not to contravene or cause to be contravened by any act or omission any provision of any agreement, restriction or regulation of the Municipality or any other authority having jurisdiction therefor, their respective successors or assigns, pertaining to the development, servicing, grading/drainage, landscaping, use and occupancy of any part of the Lands and appurtenances, whether now in effect or hereinafter imposed;
  - b. not to do anything on any part of the Lands or elsewhere which will interfere with or cause damage to any service installed or to be installed in the subdivision or elsewhere, which services include without limitation roads, ditches, curbs, drains, sidewalks, stakes/bars, water boxes and other water, sewer, gas and hydro works.
  - c. not to refuse to grant, forthwith upon request and without charge, any easement or right required by any servicing authority for the installation/maintenance of any service, provided that such does not prevent the erection of dwelling units on that part of the Lands so affected in compliance with the applicable zoning and building requirements.
7. The invalidity in whole or in part of any of those restrictions shall not affect the validity of the other restrictions or remaining portion of the restrictions herein contained.

**Schedule "R"**  
**RESTRICTIVE COVENANTS**

The Purchaser is hereby notified of the following restrictive covenants that may be registered on title to the Property purchased pursuant to this Agreement. The Purchaser acknowledges that the following restrictive covenants are preliminary in nature and may be altered or modified by the Vendor, governmental authorities or by applicable consultants and that new restrictive covenants may be provided to the Purchaser and/or registered on title to the Property. The Purchaser agrees to be bound by the contents of any restrictive covenants (whether existing, altered, modified or new) and covenants to execute forthwith upon request, an acknowledgment containing such restrictive covenants if and when requested to do so by the Vendor. Without limiting the generality of the foregoing, to the extent that any restrictive covenants are provided to the Purchaser by the Vendor after this Agreement has been executed (including the provision of same by the registration of the restrictive covenants on title to the Property), such restrictive covenants shall be deemed to have been included in this Agreement at the time that this Agreement has been made.

1. The lands to which these building restrictions shall be annexed (hereinafter sometimes called the "lands") are the parcel that is in the City of Pickering (hereinafter sometimes called the "Municipality") in the Region of Durham and being composed of lots on plan 40M-2758
2. No part of the Lands nor any building or buildings erected thereon, shall- be used for the purpose other than a purpose permitted by the applicable zoning by-law.
3. No animals or birds other than household pets normally permitted in private homes in urban residential areas shall be kept upon the Lands.
4. No signs, billboards, notices or other advertising matter of any kind (except the ordinary signs offering the land or buildings thereon for sale or rent) shall be placed on any of the Lands or upon or in any building or on any fence, tree or other structure on the Lands except in accordance with municipal sign by-laws.
5. No building, structure or any addition thereto, landscaping, driveway and parking area, shall be maintained or kept save in good repair.
6. Each Owner of any lot or lots comprising any part of the Lands covenants and agrees as follows:
  - a. not to contravene or cause to be contravened by any act or omission any provision of any agreement, restriction or regulation of the Municipality or any other authority having jurisdiction therefor, their respective successors or assigns, pertaining to the development, servicing, grading/drainage, landscaping, use and occupancy of any part of the Lands and appurtenances, whether now in effect or hereinafter imposed;
  - b. not to do anything on any part of the Lands or elsewhere which will interfere with or cause damage to any service installed or to be installed in the subdivision or elsewhere, which services include without limitation roads, ditches, curbs, drains, sidewalks, stakes/bars, water boxes and other water, sewer, gas and hydro works.
  - c. not to refuse to grant, forthwith upon request and without charge, any easement or right required by any servicing authority for the installation/maintenance of any service, provided that such does not prevent the erection of dwelling units on that part of the Lands so affected in compliance with the applicable zoning and building requirements.
7. The invalidity in whole or in part of any of those restrictions shall not affect the validity of the other restrictions or remaining portion of the restrictions herein contained.

Client Initial: \_\_\_\_\_

Client Initial: \_\_\_\_\_

Client Initial: \_\_\_\_\_



**SCHEDULE “D” – Deposit Protection**

The purchaser hereby acknowledges that they have been advised by the Vendor to notify Tarion, within 45 days of signing this purchase and sale agreement, that they have entered into this agreement of purchase and sale in order to qualify for the maximum amount of deposit coverage currently available from Tarion.

The Purchaser can notify Tarion by visiting the Tarion website and registering the purchase agreement. This can be done at the following address:

<https://myhome.tarion.com/s/purchase-agreement-registration> and by clicking the “Enter Information Manually” button towards the bottom of the page.

Client Initial: \_\_\_\_\_

Client Initial: \_\_\_\_\_

Client Initial: \_\_\_\_\_

Statement of Critical Dates

Delayed Closing Warranty

This Statement of Critical Dates forms part of the Addendum to which it is attached, which in turn forms part of the agreement of purchase and sale between the Vendor and the Purchaser relating to the Property. **The Vendor must complete all blanks set out below. Both the Vendor and Purchaser must sign this page.**

**NOTE TO HOME BUYERS:** *Home buyers are encouraged to refer to the Home Construction Regulatory Authority’s website [www.hcraontario.ca](http://www.hcraontario.ca) to confirm a vendor’s licence status prior to purchase as well as to review advice about buying a new home. Please visit Tarion’s website: [www.tarion.com](http://www.tarion.com) for important information about all of Tarion’s warranties including the Delayed Occupancy Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. The Warranty Information Sheet, which accompanies your purchase agreement and has important information, is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to the occupancy of your home.*

VENDOR

O.H. (GREENWOOD) INC.

Full Name(s)

PURCHASER

Full Name(s)

1. Critical Dates

The **First Tentative Closing Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the \_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_.

A **Second Tentative Closing Date** can subsequently be set by the Vendor by giving proper written notice at least 90 days before the First Tentative Closing Date. The Second Tentative Closing Date can be up to 120 days after the First Tentative Closing Date, and so could be as late as: the \_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_.

The Vendor must set a **Firm Closing Date** by giving proper written notice at least 90 days before the Second Tentative Closing Date. The Firm Closing Date can be up to 120 days after the Second Tentative Closing Date, and so could be as late as: the \_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_.

*If the Vendor cannot close by the Firm Closing Date, then the Purchaser is entitled to delayed closing compensation (see section 7 of the Addendum) and the Vendor must set a Delayed Closing Date.*

The Vendor can set a Delayed Closing Date that is up to 365 days after the earlier of the Second Tentative Closing Date and the Firm Closing Date: This **Outside Closing Date** could be as late as: the \_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_.

2. Notice Period for a Delay of Closing

Changing a Closing date requires proper written notice. The Vendor, without the Purchaser’s consent, may delay Closing twice by up to 120 days each time by setting a Second Tentative Closing Date and then a Firm Closing Date in accordance with section 1 of the Addendum but no later than the Outside Closing Date.

Notice of a delay beyond the First Tentative Closing Date must be given no later than: the \_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_.

(i.e., at least **90 days** before the First Tentative Closing Date), or else the First Tentative Closing Date automatically becomes the Firm Closing Date.

Notice of a second delay in Closing must be given no later than: the \_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_.

(i.e., at least **90 days** before the Second Tentative Closing Date), or else the Second Tentative Closing Date becomes the Firm Closing Date.

3. Purchaser’s Termination Period

If the purchase of the home is not completed by the Outside Closing Date, then the Purchaser can terminate the transaction during a period of **30 days** thereafter (the “**Purchaser’s Termination Period**”), which period, unless extended by mutual agreement, will end on: the \_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_.

If the Purchaser terminates the transaction during the Purchaser’s Termination Period, then the Purchaser is entitled to delayed closing compensation and to a full refund of all monies paid plus interest (see sections 7, 10 and 11 of the Addendum).

**Note:** *Any time a Critical Date is set or changed as permitted in the Addendum, other Critical Dates may change as well. At any given time the parties must refer to: the most recent revised Statement of Critical Dates; or agreement or written notice that sets a Critical Date, and calculate revised Critical Dates using the formulas contained in the Addendum. Critical Dates can also change if there are unavoidable delays (see section 5 of the Addendum).*

Acknowledged this \_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_.

VENDOR: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

**Freehold Form  
(Tentative Closing Date)**

**Addendum to Agreement of Purchase and Sale  
Delayed Closing Warranty**

This addendum, including the accompanying Statement of Critical Dates (the “**Addendum**”), forms part of the agreement of purchase and sale (the “**Purchase Agreement**”) between the Vendor and the Purchaser relating to the Property. This Addendum is to be used for a transaction where the home purchase is in substance a purchase of freehold land and residential dwelling. This Addendum contains important provisions that are part of the delayed closing warranty provided by the Vendor in accordance with the *Ontario New Home Warranties Plan Act* (the “ONHWP Act”). If there are any differences between the provisions in the Addendum and the Purchase Agreement, then the Addendum provisions shall prevail. **PRIOR TO SIGNING THE PURCHASE AGREEMENT OR ANY AMENDMENT TO IT, THE PURCHASER SHOULD SEEK ADVICE FROM A LAWYER WITH RESPECT TO THE PURCHASE AGREEMENT OR AMENDING AGREEMENT, THE ADDENDUM AND THE DELAYED CLOSING WARRANTY.**

Tarion recommends that Purchasers register on Tarion’s **MyHome** on-line portal and visit Tarion’s website – **tarion.com**, to better understand their rights and obligations under the statutory warranties.

**The Vendor shall complete all blanks set out below.**

|               |                               |                    |             |
|---------------|-------------------------------|--------------------|-------------|
| <b>VENDOR</b> | O.H. (GREENWOOD) INC.         |                    |             |
|               | Full Name(s)                  |                    |             |
|               | 331 CITYVIEW BLVD, SUITE #201 |                    |             |
|               | HCRA Licence Number           | Address            |             |
|               | 905-832-2522                  | VAUGHAN            | ONTARIO     |
|               | Phone                         | City               | Province    |
|               | 905-832-2588                  | INFO@OPUSHOMES.COM | Postal Code |
|               | Fax                           | Email*             |             |

|                  |              |        |          |             |
|------------------|--------------|--------|----------|-------------|
| <b>PURCHASER</b> | Full Name(s) |        |          |             |
|                  | Address      | City   | Province | Postal Code |
|                  | Phone        |        |          |             |
|                  | Fax          | Email* |          |             |

|                             |  |          |             |  |
|-----------------------------|--|----------|-------------|--|
| <b>PROPERTY DESCRIPTION</b> | Street:  |          |             |  |
|                             | Municipal Address  |          |             |  |
|                             | Pickering  | Ontario  |             |  |
|                             | City   | Province | Postal Code |  |
|                             | Lot:   |          |             |  |
|                             | Short Legal Description  |          |             |  |
|                             | Number of Homes in the Freehold Project _____ (if applicable – see Schedule A) |          |             |  |

**INFORMATION REGARDING THE PROPERTY**

The Vendor confirms that:

- (a) The Property is within a plan of subdivision or a proposed plan of subdivision. ☐ Yes ☐ No  
If yes, the plan of subdivision is registered. ☐ Yes ☐ No  
If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given. ☐ Yes ☐ No
- (b) The Vendor has received confirmation from the relevant government authorities that there is sufficient: ☐ Yes ☐ No  
(i) water capacity; and (ii) sewage capacity to service the Property. ☐ Yes ☐ No

If yes, the nature of the confirmation is as follows: \_\_\_\_\_

If the availability of water and sewage capacity is uncertain, the issues to be resolved are as follows: \_\_\_\_\_

- (c) A building permit has been issued for the Property. ☐ Yes ☐ No  
(d) Commencement of Construction: ☐ has occurred; or ☐ is expected to occur by the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.

**\*Note: Since important notices will be sent to this address, it is essential that you ensure that a reliable email address is provided and that your computer settings permit receipt of notices from the other party.**



## **Freehold Form (Tentative Closing Date)**

### **SETTING AND CHANGING CRITICAL DATES**

#### **1. Setting Tentative Closing Dates and the Firm Closing Date**

- (a) **Completing Construction Without Delay:** The Vendor shall take all reasonable steps to complete construction of the home on the Property and to Close without delay.
- (b) **First Tentative Closing Date:** The Vendor shall identify the First Tentative Closing Date in the Statement of Critical Dates attached to the Addendum at the time the Purchase Agreement is signed.
- (c) **Second Tentative Closing Date:** The Vendor may choose to set a Second Tentative Closing Date that is no later than 120 days after the First Tentative Closing Date. The Vendor shall give written notice of the Second Tentative Closing Date to the Purchaser at least 90 days before the First Tentative Closing Date, or else the First Tentative Closing Date shall for all purposes be the Firm Closing Date.
- (d) **Firm Closing Date:** The Vendor shall set a Firm Closing Date, which can be no later than 120 days after the Second Tentative Closing Date or, if a Second Tentative Closing Date is not set, no later than 120 days after the First Tentative Closing Date. If the Vendor elects not to set a Second Tentative Closing Date, the Vendor shall give written notice of the Firm Closing Date to the Purchaser at least 90 days before the First Tentative Closing Date, or else the First Tentative Closing Date shall for all purposes be the Firm Closing Date. If the Vendor elects to set a Second Tentative Closing Date, the Vendor shall give written notice of the Firm Closing Date to the Purchaser at least 90 days before the Second Tentative Closing Date, or else the Second Tentative Closing Date shall for all purposes be the Firm Closing Date.
- (e) **Notice:** Any notice given by the Vendor under paragraphs (c) and (d) above, must set out the stipulated Critical Date, as applicable.

#### **2. Changing the Firm Closing Date – Three Ways**

- (a) The Firm Closing Date, once set or deemed to be set in accordance with section 1, can be changed only:
  - (i) by the Vendor setting a Delayed Closing Date in accordance with section 3;
  - (ii) by the mutual written agreement of the Vendor and Purchaser in accordance with section 4; or
  - (iii) as the result of an Unavoidable Delay of which proper written notice is given in accordance with section 5.
- (b) If a new Firm Closing Date is set in accordance with section 4 or 5, then the new date is the “Firm Closing Date” for all purposes in this Addendum.

#### **3. Changing the Firm Closing Date – By Setting a Delayed Closing Date**

- (a) If the Vendor cannot Close on the Firm Closing Date and sections 4 and 5 do not apply, the Vendor shall select and give written notice to the Purchaser of a Delayed Closing Date in accordance with this section, and delayed closing compensation is payable in accordance with section 7.
- (b) The Delayed Closing Date may be any Business Day after the date the Purchaser receives written notice of the Delayed Closing Date but not later than the Outside Closing Date.
- (c) The Vendor shall give written notice to the Purchaser of the Delayed Closing Date as soon as the Vendor knows that it will be unable to Close on the Firm Closing Date, and in any event at least 10 days before the Firm Closing Date, failing which delayed closing compensation is payable from the date that is 10 days before the Firm Closing Date, in accordance with paragraph 7(c). If notice of a new Delayed Closing Date is not given by the Vendor before the Firm Closing Date, then the new Delayed Closing Date shall be deemed to be the date which is 90 days after the Firm Closing Date.
- (d) After the Delayed Closing Date is set, if the Vendor cannot Close on the Delayed Closing Date, the Vendor shall select and give written notice to the Purchaser of a new Delayed Closing Date, unless the delay arises due to Unavoidable Delay under section 5 or is mutually agreed upon under section 4, in which case the requirements of those sections must be met. Paragraphs (b) and (c) above apply with respect to the setting of the new Delayed Closing Date.
- (e) Nothing in this section affects the right of the Purchaser or Vendor to terminate the Purchase Agreement on the bases set out in section 10.

#### **4. Changing Critical Dates – By Mutual Agreement**

- (a) This Addendum sets out a framework for setting, extending and/or accelerating Critical dates, which cannot be altered contractually except as set out in this section 4. Any amendment not in accordance with this section is voidable at the option of the Purchaser.
- (b) The Vendor and Purchaser may at any time, after signing the Purchase Agreement, mutually agree in writing to accelerate or extend any of the Critical Dates. Any amendment which accelerates or extends any of the Critical Dates must include the following provisions:
  - (i) the Purchaser and Vendor agree that the amendment is entirely voluntary – the Purchaser has no obligation to sign the amendment and each understands that this purchase transaction will still be valid if the Purchaser does not sign this amendment;
  - (ii) the amendment includes a revised Statement of Critical Dates which replaces the previous Statement of Critical Dates;
  - (iii) the Purchaser acknowledges that the amendment may affect delayed closing compensation payable; and

## **Freehold Form (Tentative Closing Date)**

- (iv) if the change involves extending either the Firm Closing Date or the Delayed Closing Date, then the amending agreement shall:
- i. disclose to the Purchaser that the signing of the amendment may result in the loss of delayed closing compensation as described in section 7;
  - ii. unless there is an express waiver of compensation, describe in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation; and
  - iii. contain a statement by the Purchaser that the Purchaser waives compensation or accepts the compensation referred to in clause ii above, in either case, in full satisfaction of any delayed closing compensation payable by the Vendor for the period up to the new Firm Closing Date or Delayed Closing Date.

If the Purchaser for his or her own purposes requests a change of the Firm Closing Date or the Delayed Closing Date, then subparagraphs (b)(i), (iii) and (iv) above shall not apply.

- (c) A Vendor is permitted to include a provision in the Purchase Agreement allowing the Vendor a one-time unilateral right to extend a Firm Closing Date or Delayed Closing Date, as the case may be, for one (1) Business Day to avoid the necessity of tender where a Purchaser is not ready to complete the transaction on the Firm Closing Date or Delayed Closing Date, as the case may be. Delayed closing compensation will not be payable for such period and the Vendor may not impose any penalty or interest charge upon the Purchaser with respect to such extension.
- (d) The Vendor and Purchaser may agree in the Purchase Agreement to any unilateral extension or acceleration rights that are for the benefit of the Purchaser.

### **5. Extending Dates – Due to Unavoidable Delay**

- (a) If Unavoidable Delay occurs, the Vendor may extend Critical Dates by no more than the length of the Unavoidable Delay Period, without the approval of the Purchaser and without the requirement to pay delayed closing compensation in connection with the Unavoidable Delay, provided the requirements of this section are met.
- (b) If the Vendor wishes to extend Critical Dates on account of Unavoidable Delay, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, and an estimate of the duration of the delay. Once the Vendor knows or ought reasonably to know that an Unavoidable Delay has commenced, the Vendor shall provide written notice to the Purchaser by the earlier of: 20 days thereafter; and the next Critical Date.
- (c) As soon as reasonably possible, and no later than 20 days after the Vendor knows or ought reasonably to know that an Unavoidable Delay has concluded, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, identifying the date of its conclusion, and setting new Critical Dates. The new Critical Dates are calculated by adding to the then next Critical Date the number of days of the Unavoidable Delay Period (the other Critical Dates changing accordingly), provided that the Firm Closing Date or Delayed Closing Date, as the case may be, must be at least 10 days after the day of giving notice unless the parties agree otherwise. Either the Vendor or the Purchaser may request in writing an earlier Firm Closing Date or Delayed Closing Date, and the other party's consent to the earlier date shall not be unreasonably withheld.
- (d) If the Vendor fails to give written notice of the conclusion of the Unavoidable Delay in the manner required by paragraph (c) above, then the notice is ineffective, the existing Critical Dates are unchanged, and any delayed closing compensation payable under section 7 is payable from the existing Firm Closing Date.
- (e) Any notice setting new Critical Dates given by the Vendor under this section shall include an updated revised Statement of Critical Dates.

## **EARLY TERMINATION CONDITIONS**

### **6. Early Termination Conditions**

- (a) The Vendor and Purchaser may include conditions in the Purchase Agreement that, if not satisfied, give rise to early termination of the Purchase Agreement, but only in the limited way described in this section.
- (b) The Vendor is not permitted to include any conditions in the Purchase Agreement other than: the types of Early Termination Conditions listed in Schedule A; and/or the conditions referred to in paragraphs (j), (k) and (l) below. Any other condition included in a Purchase Agreement for the benefit of the Vendor that is not expressly permitted under Schedule A or paragraphs (j), (k) and (l) below is deemed null and void and is not enforceable by the Vendor, but does not affect the validity of the balance of the Purchase Agreement.
- (c) The Vendor confirms that this Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), may result in the termination of the Purchase Agreement.      ☐ Yes ☐ No
- (d) If the answer in (c) above is "Yes", then the Early Termination Conditions are as follows. The obligation of each of the Purchaser and Vendor to complete this purchase and sale transaction is subject to satisfaction (or waiver, if applicable) of the following conditions and any such conditions set out in an appendix headed "Early Termination Conditions":

**Freehold Form**  
**(Tentative Closing Date)**

Condition #1 (if applicable)

Description of the Early Termination Condition:

**Schedule "X" (10)** Within fourteen (14) days after the expiry of the condition contained in Schedule "M" of this Agreement, or if no Schedule "M" is attached to this Agreement, then within 14 days of final acceptance, the Purchaser shall deliver to the Vendor:

- a. a mortgage approval and/or mortgage approval from a bank, trust company or other financial institution for at least 75% of the Purchase Price; or
- b. evidence from a bank, trust company or other financial institution, indicating that the Purchaser has sufficient funds and is able to close this transaction without registering a mortgage against the Real Property. If the Vendor determines in its sole unfettered discretion that the evidence provided to it pursuant to this Paragraph 7(b) is insufficient or not acceptable for the purpose of Closing, the purchaser shall deliver a mortgage approval for at least 75% of the Purchase Price to the Vendor within fourteen (14) days of request.

The Purchaser acknowledges and agrees that the failure of the Purchaser to deliver the documentation described at Paragraph 10, which must be satisfactory to the Vendor, within the time periods described herein, shall be considered a material default of this Agreement by the Purchaser. This condition is inserted for the benefit of the Vendor and may be waived by the Vendor at its sole discretion. If the Vendor does not provide notice to the Purchaser in writing within the time periods specified above that it is not satisfied with the Purchaser's financing documentation then this condition shall be deemed to be waived by the Vendor.

The Approving Authority (as that term is defined in Schedule A) is N/A – Condition for the benefit of the Vendor.  
The Vendor shall approve.

The date by which Condition #1 is to be satisfied is as per the time period set out in the Clause reproduced above.

Condition #2 (if applicable)

Description of the Early Termination Condition:

**Schedule "X" (2)** The Purchaser(s) acknowledges that the model type indicated in this Agreement has been preliminarily sited and is subject to final siting approval by the Municipality, the Architectural Control Committee, the Control Architect or the Vendor's surveyors. In the event such final siting approval is not obtained from any of the foregoing, the Purchaser(s) shall be given the first opportunity to submit an offer for a model type that does meet final siting approval for this particular lot. In the event an Agreement for another model type is not consummated within five (5) days of notification to the Purchaser(s) of which model type does meet the final siting approval requirements, this Agreement shall be at an end, the Purchaser(s) shall be entitled to a refund of the deposit money, without interest, but in no event shall the Vendor or the Agent be liable for any damages or costs whatsoever.

The Approving Authority (as that term is defined in Schedule A) is: Municipality, the Architectural Control Committee, the Control Architect or the Vendor's surveyors.

The date by which **Condition #2** is to be satisfied is 90 days before the First Tentative Closing Date.

The date for satisfaction of any Early Termination Condition may be changed by mutual agreement provided in all cases it is set at least 90 days before the First Tentative Closing Date, and will be deemed to be 90 days before the First Tentative Closing Date if no date is specified or if the date specified is later than 90 days before the First Tentative Closing Date. This time limitation does not apply to the condition in subparagraph 1(b)(iv) of Schedule A which must be satisfied or waived by the Vendor within 60 days following the later of: (A) the signing of the Purchase Agreement; and (B) the satisfaction or waiver by the Purchaser of a Purchaser financing condition permitted under paragraph (l) below.

*Note: The parties must add additional pages as an appendix to this Addendum if there are additional Early Termination Conditions.*

- (e) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph (d) above and any appendix listing additional Early Termination Conditions.
- (f) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions identified in subparagraph (d) above.
- (g) For conditions under paragraph 1(a) of Schedule A the following applies:
  - (i) conditions in paragraph 1(a) of Schedule A may not be waived by either party;
  - (ii) the Vendor shall provide written notice not later than five (5) Business Days after the date specified for satisfaction of a condition that: (A) the condition has been satisfied; or (B) the condition has not been satisfied (together with reasonable details and backup materials) and that as a result the Purchase Agreement is terminated; and
  - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed not satisfied and the Purchase Agreement is terminated.
- (h) For conditions under paragraph 1(b) of Schedule A the following applies:



**Freehold Form**  
**(Tentative Closing Date)**

- (i) conditions in paragraph 1(b) of Schedule A may be waived by the Vendor;
  - (ii) the Vendor shall provide written notice on or before the date specified for satisfaction of the condition that:  
(A) the condition has been satisfied or waived; or (B) the condition has not been satisfied nor waived, and that as a result the Purchase Agreement is terminated; and
  - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed satisfied or waived and the Purchase Agreement will continue to be binding on both parties.
- (i) If a Purchase Agreement or proposed Purchase Agreement contains Early Termination Conditions, the Purchaser has three (3) Business Days after the day of receipt of a true and complete copy of the Purchase Agreement or proposed Purchase Agreement to review the nature of the conditions (preferably with legal counsel). If the Purchaser is not satisfied, in the Purchaser's sole discretion, with the Early Termination Conditions, the Purchaser may revoke the Purchaser's offer as set out in the proposed Purchase Agreement, or terminate the Purchase Agreement, as the case may be, by giving written notice to the Vendor within those three Business Days.
- (j) The Purchase Agreement may be conditional until Closing (transfer to the Purchaser of title to the home), upon compliance with the subdivision control provisions (section 50) of the *Planning Act*, which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.
- (k) The Purchaser is cautioned that there may be other conditions in the Purchase Agreement that allow the Vendor to terminate the Purchase Agreement due to the fault of the Purchaser.
- (l) The Purchase Agreement may include any condition that is for the sole benefit of the Purchaser and that is agreed to by the Vendor (e.g., the sale of an existing dwelling, Purchaser financing or a basement walkout). The Purchase Agreement may specify that the Purchaser has a right to terminate the Purchase Agreement if any such condition is not met, and may set out the terms on which termination by the Purchaser may be effected.

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## **Freehold Form (Tentative Closing Date)**

### **MAKING A COMPENSATION CLAIM**

#### **7. Delayed Closing Compensation**

- (a) The Vendor warrants to the Purchaser that, if Closing is delayed beyond the Firm Closing Date (other than by mutual agreement or as a result of Unavoidable Delay as permitted under sections 4 and 5), then the Vendor shall compensate the Purchaser up to a total amount of \$7,500, which amount includes: (i) payment to the Purchaser of a set amount of \$150 a day for living expenses for each day of delay until the date of Closing; or the date of termination of the Purchase Agreement, as applicable under paragraph (b) below; and (ii) any other expenses (supported by receipts) incurred by the Purchaser due to the delay.
- (b) Delayed closing compensation is payable only if: (i) Closing occurs; or (ii) the Purchase Agreement is terminated or deemed to have been terminated under paragraph 10(b) of this Addendum. Delayed closing compensation is payable only if the Purchaser's claim is made to Tarion in writing within one (1) year after Closing, or after termination of the Purchase Agreement, as the case may be, and otherwise in accordance with this Addendum. Compensation claims are subject to any further conditions set out in the ONHWP Act.
- (c) If the Vendor gives written notice of a Delayed Closing Date to the Purchaser less than 10 days before the Firm Closing Date, contrary to the requirements of paragraph 3(c), then delayed closing compensation is payable from the date that is 10 days before the Firm Closing Date.
- (d) Living expenses are direct living costs such as for accommodation and meals. Receipts are not required in support of a claim for living expenses, as a set daily amount of \$150 per day is payable. The Purchaser must provide receipts in support of any claim for other delayed closing compensation, such as for moving and storage costs. Submission of false receipts disentitles the Purchaser to any delayed closing compensation in connection with a claim.
- (e) If delayed closing compensation is payable, the Purchaser may make a claim to the Vendor for that compensation after Closing or after termination of the Purchase Agreement, as the case may be, and shall include all receipts (apart from living expenses) which evidence any part of the Purchaser's claim. The Vendor shall assess the Purchaser's claim by determining the amount of delayed closing compensation payable based on the rules set out in section 7 and the receipts provided by the Purchaser, and the Vendor shall promptly provide that assessment information to the Purchaser. The Purchaser and the Vendor shall use reasonable efforts to settle the claim and when the claim is settled, the Vendor shall prepare an acknowledgment signed by both parties which:
  - (i) includes the Vendor's assessment of the delayed closing compensation payable;
  - (ii) describes in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation (the "Compensation"), if any; and
  - (iii) contains a statement by the Purchaser that the Purchaser accepts the Compensation in full satisfaction of any delay compensation payable by the Vendor.
- (f) If the Vendor and Purchaser cannot agree as contemplated in paragraph 7(e), then to make a claim to Tarion the Purchaser must file a claim with Tarion in writing within one (1) year after Closing. A claim may also be made and the same rules apply if the sale transaction is terminated under paragraph 10(b), in which case, the deadline for a claim is one (1) year after termination.

#### **8. Adjustments to Purchase Price**

Only the items set out in Schedule B (or an amendment to Schedule B), shall be the subject of adjustment or change to the purchase price or the balance due on Closing. The Vendor agrees that it shall not charge as an adjustment or readjustment to the purchase price of the home, any reimbursement for a sum paid or payable by the Vendor to a third party unless the sum is ultimately paid to the third party either before or after Closing. If the Vendor charges an amount in contravention of the preceding sentence, the Vendor shall forthwith readjust with the Purchaser. This section shall not: restrict or prohibit payments for items disclosed in Part I of Schedule B which have a fixed fee; nor shall it restrict or prohibit the parties from agreeing on how to allocate as between them, any rebates, refunds or incentives provided by the federal government, a provincial or municipal government or an agency of any such government, before or after Closing.

### **MISCELLANEOUS**

#### **9. Ontario Building Code – Conditions of Closing**

- (a) On or before Closing, the Vendor shall deliver to the Purchaser:
  - (i) an Occupancy Permit (as defined in paragraph (d)) for the home; or
  - (ii) if an Occupancy Permit is not required under the Building Code, a signed written confirmation by the Vendor that all conditions of occupancy under the Building Code have been fulfilled and occupancy is permitted under the Building Code.
- (b) Notwithstanding the requirements of paragraph (a), to the extent that the Purchaser and the Vendor agree that the Purchaser shall be responsible for one or more prerequisites to obtaining permission for occupancy under the Building Code, (the "Purchaser Occupancy Obligations"):

## **Freehold Form (Tentative Closing Date)**

- (i) the Purchaser shall not be entitled to delayed closing compensation if the reason for the delay is that the Purchaser Occupancy Obligations have not been completed;
  - (ii) the Vendor shall deliver to the Purchaser, upon fulfilling all prerequisites to obtaining permission for occupancy under the Building Code (other than the Purchaser Occupancy Obligations), a signed written confirmation that the Vendor has fulfilled such prerequisites; and
  - (iii) if the Purchaser and Vendor have agreed that such prerequisites (other than the Purchaser Occupancy Obligations) are to be fulfilled prior to Closing, then the Vendor shall provide the signed written confirmation required by subparagraph (ii) on or before the date of Closing.
- (c) If the Vendor cannot satisfy the requirements of paragraph (a) or subparagraph (b)(ii), the Vendor shall set a Delayed Closing Date (or new Delayed Closing Date) on a date that the Vendor reasonably expects to have satisfied the requirements of paragraph (a) or subparagraph (b)(ii), as the case may be. In setting the Delayed Closing Date (or new Delayed Closing Date), the Vendor shall comply with the requirements of section 3, and delayed closing compensation shall be payable in accordance with section 7. Despite the foregoing, delayed closing compensation shall not be payable for a delay under this paragraph (c) if the inability to satisfy the requirements of subparagraph (b)(ii) above is because the Purchaser has failed to satisfy the Purchaser Occupancy Obligations.
- (d) For the purposes of this section, an "Occupancy Permit" means any written or electronic document, however styled, whether final, provisional or temporary, provided by the chief building official (as defined in the *Building Code Act*) or a person designated by the chief building official, that evidences that permission to occupy the home under the Building Code has been granted.

### **10. Termination of the Purchase Agreement**

- (a) The Vendor and the Purchaser may terminate the Purchase Agreement by mutual written agreement. Such written mutual agreement may specify how monies paid by the Purchaser, including deposit(s) and monies for upgrades and extras are to be allocated if not repaid in full.
- (b) If for any reason (other than breach of contract by the Purchaser) Closing has not occurred by the Outside Closing Date, then the Purchaser has 30 days to terminate the Purchase Agreement by written notice to the Vendor. If the Purchaser does not provide written notice of termination within such 30-day period then the Purchase Agreement shall continue to be binding on both parties and the Delayed Closing Date shall be the date set under paragraph 3(c), regardless of whether such date is beyond the Outside Closing Date.
- (c) If: calendar dates for the applicable Critical Dates are not inserted in the Statement of Critical Dates; or if any date for Closing is expressed in the Purchase Agreement or in any other document to be subject to change depending upon the happening of an event (other than as permitted in this Addendum), then the Purchaser may terminate the Purchase Agreement by written notice to the Vendor.
- (d) The Purchase Agreement may be terminated in accordance with the provisions of section 6.
- (e) Nothing in this Addendum derogates from any right of termination that either the Purchaser or the Vendor may have at law or in equity on the basis of, for example, frustration of contract or fundamental breach of contract.
- (f) Except as permitted in this section, the Purchase Agreement may not be terminated by reason of the Vendor's delay in Closing alone.

### **11. Refund of Monies Paid on Termination**

- (a) If the Purchase Agreement is terminated (other than as a result of breach of contract by the Purchaser), then unless there is agreement to the contrary under paragraph 10(a), the Vendor shall refund all monies paid by the Purchaser including deposit(s) and monies for upgrades and extras, within 10 days of such termination, with interest from the date each amount was paid to the Vendor to the date of refund to the Purchaser. The Purchaser cannot be compelled by the Vendor to execute a release of the Vendor as a prerequisite to obtaining the refund of monies payable as a result of termination of the Purchase Agreement under this paragraph, although the Purchaser may be required to sign a written acknowledgement confirming the amount of monies refunded and termination of the purchase transaction. Nothing in this Addendum prevents the Vendor and Purchaser from entering into such other termination agreement and/or release as may be agreed to by the parties.
- (b) The rate of interest payable on the Purchaser's monies is 2% less than the minimum rate at which the Bank of Canada makes short-term advances to members of Canada Payments Association, as of the date of termination of the Purchase Agreement.
- (c) Notwithstanding paragraphs (a) and (b) above, if either party initiates legal proceedings to contest termination of the Purchase Agreement or the refund of monies paid by the Purchaser, and obtains a legal determination, such amounts and interest shall be payable as determined in those proceedings.

### **12. Definitions**

**"Business Day"** means any day other than: Saturday; Sunday; New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any special holiday proclaimed by the Governor General or the Lieutenant Governor; and where New Year's Day, Canada Day or Remembrance Day falls on a Saturday or Sunday, the following Monday is not a Business Day, and where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday are not Business Days; and where Christmas Day falls on a Friday, the following Monday is not a Business Day.

**"Closing"** means the completion of the sale of the home including transfer of title to the home to the Purchaser, and **"Close"** has a corresponding meaning.

**"Commencement of Construction"** means the commencement of construction of foundation components or elements (such as footings, rafts or piles) for the home.



## **Freehold Form (Tentative Closing Date)**

**“Critical Dates”** means the First Tentative Closing Date, the Second Tentative Closing Date, the Firm Closing Date, the Delayed Closing Date, the Outside Closing Date and the last day of the Purchaser’s Termination Period.

**“Delayed Closing Date”** means the date, set in accordance with section 3, on which the Vendor agrees to Close, in the event the Vendor cannot Close on the Firm Closing Date.

**“Early Termination Conditions”** means the types of conditions listed in Schedule A.

**“Firm Closing Date”** means the firm date on which the Vendor agrees to Close as set in accordance with this Addendum.

**“First Tentative Closing Date”** means the date on which the Vendor, at the time of signing the Purchase Agreement, anticipates that it will be able to close, as set out in the Statement of Critical Dates.

**“Outside Closing Date”** means the date which is 365 days after the earlier of the Firm Closing Date; or Second Tentative Closing Date; or such other date as may be mutually agreed upon in accordance with section 4.

**“Property” or “home”** means the home including lands being acquired by the Purchaser from the Vendor.

**“Purchaser’s Termination Period”** means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 10(b).

**“Second Tentative Closing Date”** has the meaning given to it in paragraph 1(c).

**“Statement of Critical Dates”** means the Statement of Critical Dates attached to and forming part of this Addendum (in form to be determined by Tarion from time to time), and, if applicable, as amended in accordance with this Addendum.

**“The ONHWP Act”** means the *Ontario New Home Warranties Plan Act* including regulations, as amended from time to time.

**“Unavoidable Delay”** means an event which delays Closing which is a strike, fire, explosion, flood, act of God, civil insurrection, act of war, act of terrorism or pandemic, plus any period of delay directly caused by the event, which are beyond the reasonable control of the Vendor and are not caused or contributed to by the fault of the Vendor.

**“Unavoidable Delay Period”** means the number of days between the Purchaser’s receipt of written notice of the commencement of the Unavoidable Delay, as required by paragraph 5(b), and the date on which the Unavoidable Delay concludes.

### **13. Addendum Prevails**

The Addendum forms part of the Purchase Agreement. The Vendor and Purchaser agree that they shall not include any provision in the Purchase Agreement or any amendment to the Purchase Agreement or any other document (or indirectly do so through replacement of the Purchase Agreement) that derogates from, conflicts with or is inconsistent with the provisions of this Addendum, except where this Addendum expressly permits the parties to agree or consent to an alternative arrangement. The provisions of this Addendum prevail over any such provision.

### **14. Time Periods, and How Notice Must Be Sent**

- (a) Any written notice required under this Addendum may be given personally or sent by email, fax, courier or registered mail to the Purchaser or the Vendor at the address/contact numbers identified on page 2 or replacement address/contact numbers as provided in paragraph (c) below. Notices may also be sent to the solicitor for each party if necessary contact information is provided, but notices in all events must be sent to the Purchaser and Vendor, as applicable. If email addresses are set out on page 2 of this Addendum, then the parties agree that notices may be sent by email to such addresses, subject to paragraph (c) below.
- (b) Written notice given by one of the means identified in paragraph (a) is deemed to be given and received: on the date of delivery or transmission, if given personally or sent by email or fax (or the next Business Day if the date of delivery or transmission is not a Business Day); on the second Business Day following the date of sending by courier; or on the fifth Business Day following the date of sending, if sent by registered mail. If a postal stoppage or interruption occurs, notices shall not be sent by registered mail, and any notice sent by registered mail within 5 Business Days prior to the commencement of the postal stoppage or interruption must be re-sent by another means in order to be effective. For purposes of this section 14, Business Day includes Remembrance Day, if it falls on a day other than Saturday or Sunday, and Easter Monday.
- (c) If either party wishes to receive written notice under this Addendum at an address/contact number other than those identified on page 2 of this Addendum, then the party shall send written notice of the change of address, fax number, or email address to the other party in accordance with paragraph (b) above.
- (d) Time periods within which or following which any act is to be done shall be calculated by excluding the day of delivery or transmission and including the day on which the period ends.
- (e) Time periods shall be calculated using calendar days including Business Days but subject to paragraphs (f), (g) and (h) below.
- (f) Where the time for making a claim under this Addendum expires on a day that is not a Business Day, the claim may be made on the next Business Day.
- (g) Prior notice periods that begin on a day that is not a Business Day shall begin on the next earlier Business Day, except that notices may be sent and/or received on Remembrance Day, if it falls on a day other than Saturday or Sunday, or Easter Monday.
- (h) Every Critical Date must occur on a Business Day. If the Vendor sets a Critical Date that occurs on a date other than a Business Day, the Critical Date is deemed to be the next Business Day.
- (i) Words in the singular include the plural and words in the plural include the singular.
- (j) Gender-specific terms include both sexes and include corporations.

**15. Disputes Regarding Termination**

- (a) The Vendor and Purchaser agree that disputes arising between them relating to termination of the Purchase Agreement under section 11 shall be submitted to arbitration in accordance with the *Arbitration Act, 1991* (Ontario) and subsection 17(4) of the ONHWP Act.
- (b) The parties agree that the arbitrator shall have the power and discretion on motion by the Vendor or Purchaser or any other interested party, or of the arbitrator's own motion, to consolidate multiple arbitration proceedings on the basis that they raise one or more common issues of fact or law that can more efficiently be addressed in a single proceeding. The arbitrator has the power and discretion to prescribe whatever procedures are useful or necessary to adjudicate the common issues in the consolidated proceedings in the most just and expeditious manner possible. The *Arbitration Act, 1991* (Ontario) applies to any consolidation of multiple arbitration proceedings.
- (c) The Vendor shall pay the costs of the arbitration proceedings and the Purchaser's reasonable legal expenses in connection with the proceedings unless the arbitrator for just cause orders otherwise.
- (d) The parties agree to cooperate so that the arbitration proceedings are conducted as expeditiously as possible, and agree that the arbitrator may impose such time limits or other procedural requirements, consistent with the requirements of the *Arbitration Act, 1991* (Ontario), as may be required to complete the proceedings as quickly as reasonably possible.
- (e) The arbitrator may grant any form of relief permitted by the *Arbitration Act, 1991* (Ontario), whether or not the arbitrator concludes that the Purchase Agreement may properly be terminated.

For more information please visit [www.tarion.com](http://www.tarion.com)

DRAFT

**Freehold Form**  
**(Tentative Closing Date)**

**SCHEDULE A**

**Types of Permitted Early Termination Conditions**

**1. The Vendor of a home is permitted to make the Purchase Agreement conditional as follows:**

- (a) upon receipt of Approval from an Approving Authority for:
- (i) a change to the official plan, other governmental development plan or zoning by-law (including a minor variance);
  - (ii) a consent to creation of a lot(s) or part-lot(s);
  - (iii) a certificate of water potability or other measure relating to domestic water supply to the home;
  - (iv) a certificate of approval of septic system or other measure relating to waste disposal from the home;
  - (v) completion of hard services for the property or surrounding area (i.e., roads, rail crossings, water lines, sewage lines, other utilities);
  - (vi) allocation of domestic water or storm or sanitary sewage capacity;
  - (vii) easements or similar rights serving the property or surrounding area;
  - (viii) site plan agreements, density agreements, shared facilities agreements or other development agreements with Approving Authorities or nearby landowners, and/or any development Approvals required from an Approving Authority; and/or
  - (ix) site plans, plans, elevations and/or specifications under architectural controls imposed by an Approving Authority.

The above-noted conditions are for the benefit of both the Vendor and the Purchaser and cannot be waived by either party.

- (b) upon:
- (i) subject to paragraph 1(c), receipt by the Vendor of confirmation that sales of homes in the Freehold Project have exceeded a specified threshold by a specified date;
  - (ii) subject to paragraph 1(c), receipt by the Vendor of confirmation that financing for the Freehold Project on terms satisfactory to the Vendor has been arranged by a specified date;
  - (iii) receipt of Approval from an Approving Authority for a basement walkout; and/or
  - (iv) confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction.

The above-noted conditions are for the benefit of the Vendor and may be waived by the Vendor in its sole discretion.

- (c) the following requirements apply with respect to the conditions set out in subparagraph 1(b)(i) or 1(b)(ii):
- (i) the 3 Business Day period in section 6(i) of the Addendum shall be extended to 10 calendar days for a Purchase Agreement which contains a condition set out in subparagraphs 1(b)(i) and/or 1(b)(ii);
  - (ii) the Vendor shall complete the Property Description on page 2 of this Addendum;
  - (iii) the date for satisfaction of the condition cannot be later than 9 months following signing of the purchase Agreement; and
  - (iv) until the condition is satisfied or waived, all monies paid by the Purchaser to the Vendor, including deposit(s) and monies for upgrades and extras: (A) shall be held in trust by the Vendor's lawyer pursuant to a deposit trust agreement (executed in advance in the form specified by Tarion Warranty Corporation, which form is available for inspection at the offices of Tarion Warranty Corporation during normal business hours), or secured by other security acceptable to Tarion and arranged in writing with Tarion, or (B) failing compliance with the requirement set out in clause (A) above, shall be deemed to be held in trust by the Vendor for the Purchaser on the same terms as are set out in the form of deposit trust agreement described in clause (A) above.

**2. The following definitions apply in this Schedule:**

**"Approval"** means an approval, consent or permission (in final form not subject to appeal) from an Approving Authority and may include completion of necessary agreements (i.e., site plan agreement) to allow lawful access to and use and Closing of the property for its intended residential purpose.

**"Approving Authority"** means a government (federal, provincial or municipal), governmental agency, Crown corporation, or quasi-governmental authority (a privately operated organization exercising authority delegated by legislation or a government).

**"Freehold Project"** means the construction or proposed construction of three or more freehold homes (including the Purchaser's home) by the same Vendor in a single location, either at the same time or consecutively, as a single coordinated undertaking.

**3. Each condition must:**

- (a) be set out separately;
- (b) be reasonably specific as to the type of Approval which is needed for the transaction; and
- (c) identify the Approving Authority by reference to the level of government and/or the identity of the governmental agency, Crown corporation or quasi-governmental authority.

**4. For greater certainty, the Vendor is not permitted to make the Purchase Agreement conditional upon:**

- (a) receipt of a building permit;
- (b) receipt of an Closing permit; and/or
- (c) completion of the home.

**Freehold Form  
(Tentative Closing Date)**

**SCHEDULE B**

**Adjustments to Purchase Price or Balance Due on Closing**

**PART I      Stipulated Amounts/Adjustments**

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing, the dollar value of which is stipulated in the Purchase Agreement and set out below.

|   |   |            |
|---|---|------------|
| See Schedule “X” Paragraph 8 (a)                | Hydro, Water & Gas Meter/Connection   | \$1,250.00 |
| See Schedule “X” Paragraph 8 (h)                | Driveway Paving Fee (Single Car Garage)   | \$900.00   |
| See Schedule “X” Paragraph 8 (h)                | Driveway Paving Fee (Double Car Garage)   | \$1,300.00 |
| See Schedule “X” Paragraph 8 (j)                | LSUC Transaction Levy   | \$65.00    |
| See Schedule “X” Paragraph 8 (f)                | NSF Charges, per occurrence if applicable   | \$250.00   |
| See Schedule “X” Paragraph 8 (g)                | Late Changes Model Type   | \$1,500.00 |
| See Schedule “X” Paragraph 8 (m) (i) (ii) (iii) | Failure to Inform Vendor of Change of Purchaser Info/Lawyer’s Info (Vendor’s Fee), per occurrence if applicable         | \$250.00   |
| See Schedule “X” Paragraph 8 (m) (i) (ii) (iii) | Failure to Inform Vendor of Change of Purchaser Info/Lawyer’s Info, (Vendor’s Lawyer Fee), per occurrence if applicable | \$600.00   |
| See Schedule “X” Paragraph 8 (n)                | Failure to Reschedule or Missed Décor Appointment fee, if applicable per occurrence                                     | \$250.00   |
| See Schedule “X” Paragraph 20 (h)               | Late Change to processed Selection fee, if applicable per occurrence  | \$250.00   |

\*ALL ABOVE PLUS HST

Note to Purchaser: capitalized headings herein are for descriptive purposes only – for more particulars, please refer to appropriate provisions of the Agreement of Purchase and Sale



**Freehold Form**  
**(Tentative Closing Date)**

**PART II     All Other Adjustments – to be determined in accordance with the terms of the Purchase Agreement**

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing which will be determined after signing the Purchase Agreement, all in accordance with the terms of the Purchase Agreement.

|  |  |
|--|--|
| See Schedule “X” Paragraph 8 (b)               | Property Taxes   |
| See Schedule “X” Paragraph 8 (c)               | Tarion Enrollment Fee                                      |
| See Schedule “X” Paragraph 8 (d)               | Development Charges  |
| See Schedule “X” Paragraph 8 (e)               | Retail sales tax on Chattels                               |
| See Schedule “X” Paragraph 3 (c)               | Walk out or Rear Deck Adjustment, if applicable            |
| See Schedule “X” Paragraph 8 (i)               | The Rebate Reduction amount, if applicable                 |
| See Schedule “X” Paragraph 8(k)                | Monies owing to Vendor as a result of Purchaser(s) breach. |
| See Schedule “X” Paragraph 8(l)                | Cost of Vendor’s Lein                                      |
| See Schedule “X” Paragraph 13 (b)              | Vendor’s cost to replace laid sod, if applicable           |
| See Schedule “X” Paragraph 16                  | Unlawful Works, cost to rectify                            |
| See Schedule “X” Paragraph 8(k) & Paragraph 17 | Interest on Unpaid Monies, if applicable                   |
| See Schedule “X” Paragraph 22                  | GST/HST Rebate (If Purchaser not qualified)                |
| See Schedule “X” Paragraph 23                  | HST on all adjustments                                     |
| See Schedule “X” Paragraph 20(g)               | Unpaid Extras, if applicable                               |

\*ALL ABOVE PLUS HST

**Tarion Homeowner Warranty Fee (effective February 1, 2021)**

| Sale Price** Range<br>(Excluding HST) | Tarion<br>Enrollmen<br>t Fee (\$) | 13% HST  | Total Tarion<br>Fee +<br>HST*** | HCRA<br>Regulatory<br>Oversight<br>Fee | 13%<br>HST | Total HCRA<br>Fee + HST | Total Fee to<br>Submit to<br>Tarion |
|---------------------------------------|-----------------------------------|----------|---------------------------------|--|------------|-------------------------|-------------------------------------|
| 0 - \$100,000                         | \$300                             | \$42.90  | \$372.90                        | \$145                                  | \$18.85    | \$163.85                | \$536.75                            |
| \$100,000.01 - \$150,000.00           | \$375                             | \$48.75  | \$423.75                        | \$145                                  | \$18.85    | \$163.85                | \$587.60                            |
| \$150,000.01 - \$200,000.00           | \$445                             | \$57.85  | \$502.85                        | \$145                                  | \$18.85    | \$163.85                | \$666.70                            |
| \$200,000.01 - \$250,000.00           | \$515                             | \$66.95  | \$581.95                        | \$145                                  | \$18.85    | \$163.85                | \$745.80                            |
| \$250,000.01 - \$300,000.00           | \$585                             | \$76.05  | \$661.05                        | \$145                                  | \$18.85    | \$163.85                | \$824.90                            |
| \$300,000.01 - \$350,000.00           | \$655                             | \$81.15  | \$740.15                        | \$145                                  | \$18.85    | \$163.85                | \$904.00                            |
| \$350,000.01 - \$400,000.00           | \$725                             | \$94.25  | \$819.25                        | \$145                                  | \$18.85    | \$163.85                | \$983.10                            |
| \$400,000.01 - \$450,000.00           | \$815                             | \$105.95 | \$920.95                        | \$145                                  | \$18.85    | \$163.85                | \$1,084.80                          |
| \$450,000.01 - \$500,000.00           | \$890                             | \$115.70 | \$1,005.70                      | \$145                                  | \$18.85    | \$163.85                | \$1,169.55                          |
| \$500,000.01 - \$550,000.00           | \$970                             | \$126.10 | \$1,096.10                      | \$145                                  | \$18.85    | \$163.85                | \$1,259.95                          |
| \$550,000.01 - \$600,000.00           | \$1,020                           | \$132.60 | \$1,152.60                      | \$145                                  | \$18.85    | \$163.85                | \$1,316.45                          |
| \$600,000.01 - \$650,000.00           | \$1,075                           | \$139.75 | \$1,214.75                      | \$145                                  | \$18.85    | \$163.85                | \$1,378.60                          |
| \$650,000.01 - \$700,000.00           | \$1,155                           | \$150.15 | \$1,305.15                      | \$145                                  | \$18.85    | \$163.85                | \$1,469.00                          |
| \$700,000.01 - \$750,000.00           | \$1,205                           | \$156.65 | \$1,361.65                      | \$145                                  | \$18.85    | \$163.85                | \$1,525.50                          |
| \$750,000.01 - \$800,000.00           | \$1,260                           | \$163.80 | \$1,423.80                      | \$145                                  | \$18.85    | \$163.85                | \$1,587.65                          |
| \$800,000.01 - \$850,000.00           | \$1,310                           | \$170.30 | \$1,480.30                      | \$145                                  | \$18.85    | \$163.85                | \$1,644.15                          |
| \$850,000.01 - \$900,000.00           | \$1,430                           | \$185.90 | \$1,615.90                      | \$145                                  | \$18.85    | \$163.85                | \$1,779.75                          |
| \$900,000.01 - \$950,000.00           | \$1,485                           | \$193.05 | \$1,678.05                      | \$145                                  | \$18.85    | \$163.85                | \$1,841.90                          |
| \$950,000.01 - \$1,000,000.00         | \$1,540                           | \$200.20 | \$1,740.20                      | \$145                                  | \$18.85    | \$163.85                | \$1,904.05                          |
| \$1,000,000.01 - \$1,500,000.00       | \$1,670                           | \$217.10 | \$1,887.10                      | \$145                                  | \$18.85    | \$163.85                | \$2,050.95                          |
| \$1,500,000.01 or more                | \$1,745                           | \$226.85 | \$1,971.85                      | \$145                                  | \$18.85    | \$163.85                | \$2,135.70                          |

\*ALL ABOVE PLUS HST

# Warranty Information for New Freehold Homes



This information sheet provides a basic overview of the warranties and protections that come with your new home. This warranty is provided to you by your builder and backed by Tarion. For more detailed Information visit [tarion.com](http://tarion.com) and log into our online learning hub at [www.tarion.com/learninghub](http://www.tarion.com/learninghub)

## The Pre-Delivery Inspection (PDI)

Before you take possession of your new home, your builder is required to conduct a pre-delivery inspection (PDI) with you or someone you designate to act on your behalf. If you wish, you may be accompanied by someone who can provide expert assistance. The PDI is important because it is an opportunity to learn about how to operate and maintain parts of your home, such as the ventilation, plumbing, and heating systems. It is also important because it gives you an opportunity to note items in your home that are damaged, missing, incomplete, or not working properly before you take possession of your home. This record is also significant as it may help show what items may have been damaged before you moved in and helps resolve any disputes relating to whether or not an item of damage was caused by the use of the home.

The PDI is only one piece of evidence relating to damaged or incomplete Items, and you should note and document (e.g. via photos or video) any concerns or damaged items as soon as you notice them after taking possession if they were missed on your PDI. If the damaged items are not addressed by your builder, you can include them in your 30-Day Form to Tarion. Damaged items are covered under the warranty if the damage was caused by the builder or their trades. There is more information about the PDI here: [www.tarion.com/learninghub](http://www.tarion.com/learninghub)

## Deposit Protection

The deposit you provide to your builder is protected up to certain limits if your builder goes bankrupt, fundamentally breaches your Agreement of Purchase and Sale or you exercise your legal right to terminate it. Deposit coverage limits are \$60,000 if the purchase price is \$600,000 or less and 10% of purchase price to a maximum of \$100,000 if the purchase price is over \$600,000. This protection includes the money you put down towards upgrades and other extras.

## Delayed Closing Coverage

Your builder guarantees that your home will be ready for you to move in by a date specified in the Agreement of Purchase and Sale or a date that has been properly extended (if for certain reasons the original closing date cannot be met). You may be able to claim up to \$7,500 from your builder in compensation if they do not meet the conditions for an allowable extension that are outlined in the Addendum to your Agreement of Purchase and Sale.

## Warranty Coverage

The warranty on work and materials commences on your date of possession and provides up to a maximum of \$300,000 in coverage. There are limitations on scope and duration as follows. Your builder warrants that your home will, on delivery, have these warranties:

### One-Year Warranty

- Your home is constructed in a workmanlike manner, free from defects in material, is fit for habitation and complies with Ontario's Building Code
- Protects against the unauthorized substitution of items specified in the Agreement of Purchase and Sale or selected by you

### Two-Year Warranty

- Protects against water penetration through the basement or foundation walls, windows, and the building envelope
- Covers defects in work or materials in the electrical, plumbing, and heating delivery and distribution systems
- Covers defects in work or materials that result in the detachment, displacement, or deterioration of exterior cladding (such as brick work, aluminum, or vinyl siding)
- Protects against violations of Ontario's Building Code that affect health and safety

### Seven-Year Warranty

- Protects against defects in work or materials that affect a structural load-bearing element of the home resulting in structural failure or that materially and adversely compromise the structural integrity; and/or that materially and adversely affect the use of a significant portion of the home.

Continued...

## Warranty Exclusions

Your warranty, provided to you by your builder and backed by Tarion, is a limited warranty - not all deficiencies are covered. And the protection provided by Tarion is also limited. Exclusions to coverage include: normal wear and tear, damage caused by improper maintenance, damage caused by a third party, secondary damage caused by defects that are under warranty, supplementary warranties, deficiencies caused by homeowner actions, elevators, HVAC appliances, specific defects accepted in writing and damage resulting from an Act of God.

## Construction Performance Guidelines

The Construction Performance Guidelines are a resource to provide advance guidance as to how Tarion may decide disputes between homeowners and builders regarding defects in work or materials. The Construction Performance Guidelines are intended to complement Ontario's Building Code. They are supplemented by any applicable guidelines or standards produced by industry associations. They do not replace manufacturer warranties. The Construction Performance Guidelines are available in several different formats accessible via [cpg.tarion.com](http://cpg.tarion.com).

## Important Next Steps

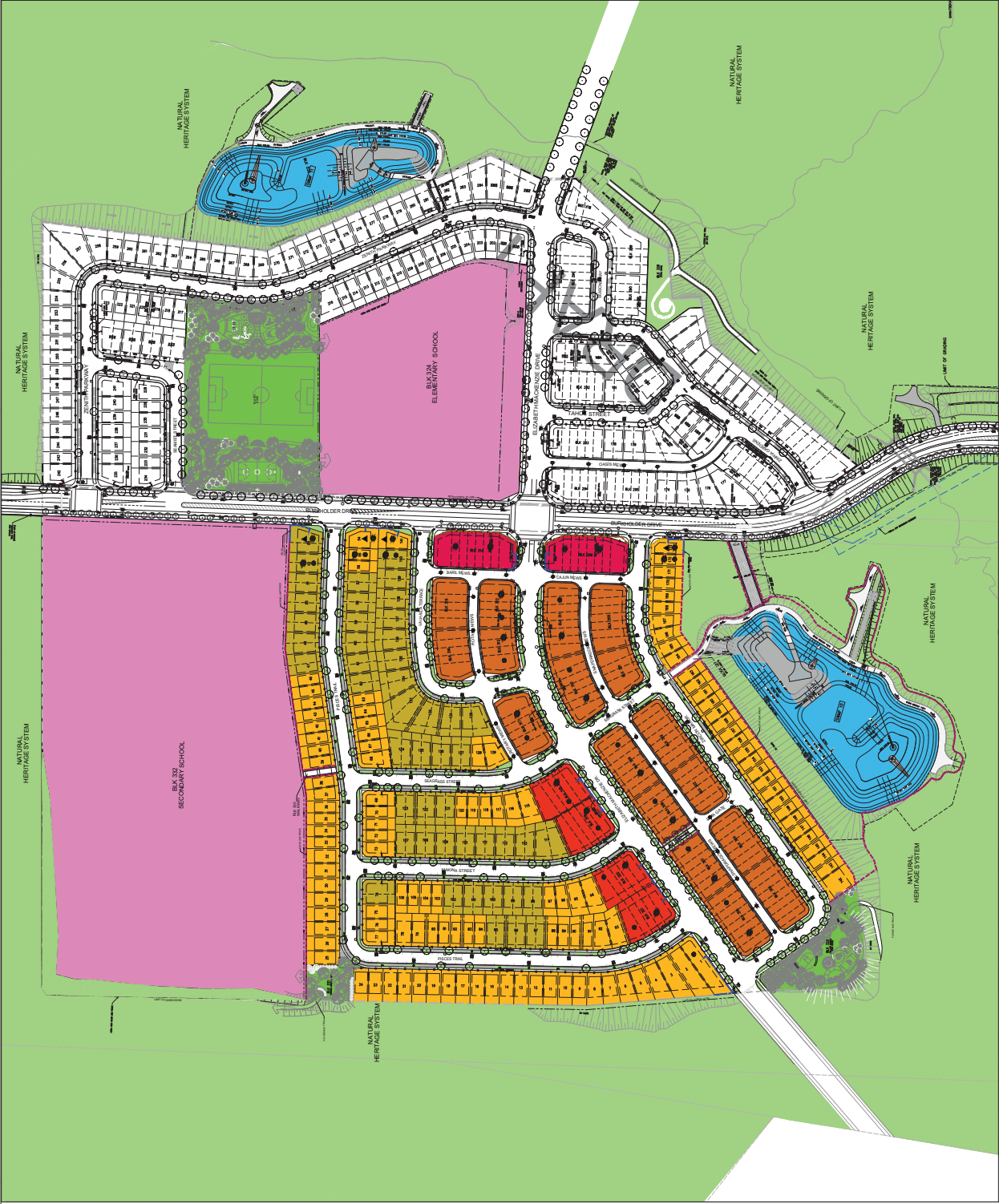
1. Visit Tarion's website to learn more about your warranty coverage and the process for getting warranty assistance, as well as your rights, responsibilities, and obligations as a new homeowner.
2. Prepare for your pre-delivery inspection (PDI). Visit Tarion's website for helpful resources, including a PDI Checklist and educational videos.
3. Register for Tarion's **MyHome** right after you take possession. MyHome is an online tool you can use from your computer or mobile device that allows you to submit warranty claims and upload supporting documents directly to your builder and Tarion. It also alerts you to important dates and warranty timelines, allows you to receive official correspondence from Tarion electronically, and schedule an inspection with Tarion when you need assistance.

## About Tarion

Tarion is a not-for-profit organization that administers Ontario's new home warranty and protection program. Our role is to ensure that purchasers of new homes receive the warranties and protections, provided by their builder and backstopped by Tarion, that they are entitled to by law.

Contact us at **1-877-982-7466** or [customerservice@tarion.com](mailto:customerservice@tarion.com).





GREENWOOD-SEATON MID WEST BLOCK  
CITY OF PICKERING  
C O M M U N I T Y P L A N

**LEGEND**

WOOD KINETIC FENCE  
CHAIN LINK FENCE  
DECORATIVE METAL FENCE  
WOOD PRIVACY FENCE

INTERVAT  
BELL UTILITIES  
POWER UTILITIES  
STREET TREE  
STREET LIGHT  
CANADA POST  
COMMUNITY MAIL BOX LOCATION

SINGLE DETACHED RESIDENTIAL  
SEMI-DETACHED RESIDENTIAL  
SEMI RESIDENTIAL  
LIVEWORKS TOWNS  
LANEWAY TOWNS

STREET BLOCKS  
PARK BLOCK  
SWIM FOND  
OPEN SPACE  
SCHOOL

**NOTICE AND ADVICE TO PURCHASERS**

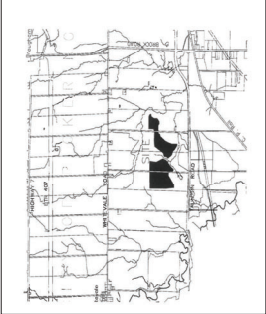
THIS MAP IS INTENDED TO PROVIDE HOME BUYERS WITH GENERAL INFORMATION ABOUT THE SUBDIVISION AND THE SURROUNDING AREA. THE FOLLOWING IS A LIST OF POTENTIAL ISSUES THAT MAY AFFECT YOUR PURCHASE. YOU ARE ADVISED TO CALL IF YOU NEED MORE INFORMATION. FOR THE BEST SERVICE, YOU ARE ENCOURAGED TO CALL DURING NORMAL BUSINESS HOURS WHICH ARE 8:30 AM TO 4:30 PM, MONDAY TO FRIDAY.

**PLEASE NOTE:**

THIS MAP IS BASED ON INFORMATION AVAILABLE ON NOVEMBER 1, 2022 AND MAY BE REVISED WITHOUT NOTICE. THE CITY OF PICKERING DOES NOT WARRANT THE ACCURACY OF THE INFORMATION SHOWN ON THIS MAP. PURCHASERS ARE ADVISED TO CONSULT THE PLANNING DEPARTMENT FOR MORE INFORMATION AND TO CONSULT THE PLANNING ACT.

1. The final location of walkways and multi-purpose trails may change without notice.
2. Door to door mail delivery will not be provided in this subdivision and Community Mailboxes will be directly beside some lots. If you have any questions, please call 1-800-287-1177.
3. The City will not reimburse purchasers, nor assist in any recovery of moneys paid, under any circumstance.
4. The design of features on public lands may change. Features shown in the Community Design Guidelines may be constructed as shown or altered, at the City's discretion without notification to purchasers. Builders' sales brochures may depict these features differently from what is shown on the Community Design Guidelines or the as-built drawings. The City has no control over builders' sales brochures.
5. Gates are not permitted in fences when lots abut a valleyland, park, natural heritage system or stormwater management block.
6. This community is subject to Architectural Control. Models available for sale have to be pre-approved by the Control Architect and certain models may not be available for some of the lots. Check with your builder regarding the particular situation for the model and lot you intend to purchase.
7. The final mix of housing, the elevations, lot widths, and housing types will be confirmed upon registration of this subdivision plan, therefore the purchaser should check with your builder to determine the final houses for construction in the immediate vicinity of the home that is being purchased.
8. Purchasers are advised that:
  - a. The offer of purchase and sale may contain a noise attenuation fence and berm located inside the lot line within the side and/or rear yard, that the noise attenuation fence shall not be altered or removed, and it shall be the responsibility of the owner of the lot or Block to maintain and keep in repair that portion of the noise attenuation fence and berm situated on the lot.
  - b. These features may include street trees, driveway paving, sodding, fencing, noise barriers, or gateway features, etc., on the public right-of-way. They may also be described in general terms, such as "community aesthetics enhancements". Despite paying this charge, the purchaser may be left without a tree on the lot in question. The City does not encourage this type of extra billing and has no control over vendors charging for street trees. If you have any questions, please call (905) 874-3448.
10. For further information on proposed and existing land use, please call City of Pickering.
11. For detailed burning and grading information including information on the channel buffer blocks and berms, please call the subdivision's engineering consultant, GEI CONSULTANTS.

- NOTES AND WARNING CLAUSE**
- WARNING CLAUSE A**
- "PURCHASERS ARE ADVISED THAT SOUND LEVELS DUE TO INCREASING ROAD TRAFFIC MAY OCCASIONALLY INTERFERE WITH SOME ACTIVITIES OF THE DWELLING OCCUPANTS AS THE SOUND LEVEL WILL EXCEED THE MINISTRY OF ENVIRONMENT'S NOISE CRITERIA."
- WARNING CLAUSE B**
- "PURCHASERS ARE ADVISED THAT DESPITE THE INCLUSION OF NOISE ABATEMENT FEATURES WITHIN THE DEVELOPMENT AREA, SOUND LEVELS FROM ROAD TRAFFIC MAY BE OF CONCERN. PURCHASERS ARE ADVISED THAT THE DEVELOPMENT AREA SOUND LEVELS WILL EXCEED THE MINISTRY OF ENVIRONMENT'S NOISE CRITERIA."
- WARNING CLAUSE C**
- "THIS DWELLING UNIT WAS FITTED WITH DUCTING SIZED TO ACCOMMODATE A CENTRAL AIR CONDITIONING UNIT. THE INSTALLATION OF CENTRAL AIR CONDITIONING BY THE HOMEOWNER WILL ALLOW WINDOWS AND EXTERIOR DOORS TO BE KEPT CLOSED, THEREBY ACHIEVING INDOOR SOUND LEVELS THAT ARE WITHIN THE MINISTRY OF ENVIRONMENT'S NOISE CRITERIA. PURCHASERS ARE ADVISED THAT THE LOCATION AND INSTALLATION OF THE OUTDOOR AIR CONDITIONING DEVICES SHOULD BE DONE SO AS TO COMPLY WITH CRITERIA OF MOE PUBLICATION NPC-216, RESIDENTIAL AIR CONDITIONING DEVICES AND THIS MINIMIZE THE NOISE IMPACT BOTH ON AND IN THE IMMEDIATE VICINITY OF THE SUBJECT PROPERTY."
- WARNING CLAUSE D**
- "THIS DWELLING UNIT HAS BEEN FITTED WITH A CENTRAL AIR CONDITIONING SYSTEM WHICH WILL ALLOW WINDOWS AND EXTERIOR DOORS TO REMAIN CLOSED, THEREBY ENSURING THAT THE INDOOR SOUND LEVELS ARE WITHIN THE MUNICIPALITY'S AND THE MINISTRY OF THE ENVIRONMENT'S NOISE CRITERIA. (NOTE: THE LOCATION AND INSTALLATION OF THE OUTDOOR AIR CONDITIONING DEVICE SHOULD BE DONE SO AS TO COMPLY WITH NOISE CRITERIA OF MOE PUBLICATION NPC-216, RESIDENTIAL AIR CONDITIONING DEVICES AND THIS MINIMIZE THE NOISE IMPACT BOTH ON AND IN THE IMMEDIATE VICINITY OF THE SUBJECT PROPERTY.)"



KEY PLAN

**NAK**  
421 KINGSWAY AVENUE  
SUITE 100  
1416 1400 1416 1400  
NAK@GTA1REALTIES.COM  
JULY 22-2024

APPLICATION NO. 21T-110048  
SUBDIVISION NO. 116.002  
NOVEMBER 1, 2022





# SEATON COMMUNITY

## Protecting and Living With Our Shared Natural Environment

### A Homeowner's Guide

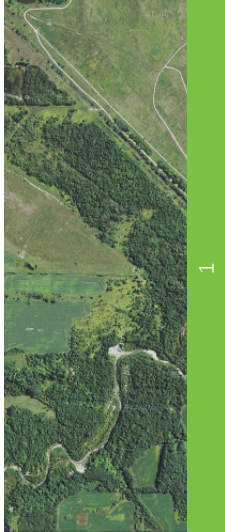
#### Connecting with Nature

Seaton is planned and developed as a sustainable urban community that is well integrated into a thriving existing agricultural environment and an extensive, flourishing Natural Heritage System.

As a resident of Seaton, you live in a unique environment that will provide many desirable community amenity features and recreational opportunities within convenient walking and cycling distance.

At the heart of Seaton are abundant natural areas, waterways and corridors that are vital to the sustainability of native plants and wildlife within an increasingly urbanized setting. It is the relationship you have with these natural areas that will determine the community's success as it grows and matures.

This guideline provides you with information on the natural areas found within Seaton and what you can do to nurture this beautiful natural environment through your day-to-day activities.



### The Natural Environment

Seaton's Natural Heritage System (NHS) is one of the largest and most ambitious habitat naturalization initiatives undertaken in the Greater Toronto Area for an emerging urban community. Located in Central Pickering and within the Duffin's Creek Watershed, the NHS extends from Pickering into Markham to the north and Toronto to the south, where it provides vital ecological links between Lake Ontario and the Oak Ridges Moraine.

From an agricultural standpoint, Seaton is also located adjacent to the Duffin's-Rouge Agricultural Preserve, which is situated between the Rouge River and West Duffin's Creek.

Natural areas, including wetlands and woodlands, and their associated buffers, as well as important cultural and archaeological heritage resources, have been protected, restored and enhanced to ensure an ecologically diverse, healthy and sustainable environment in a residential setting.

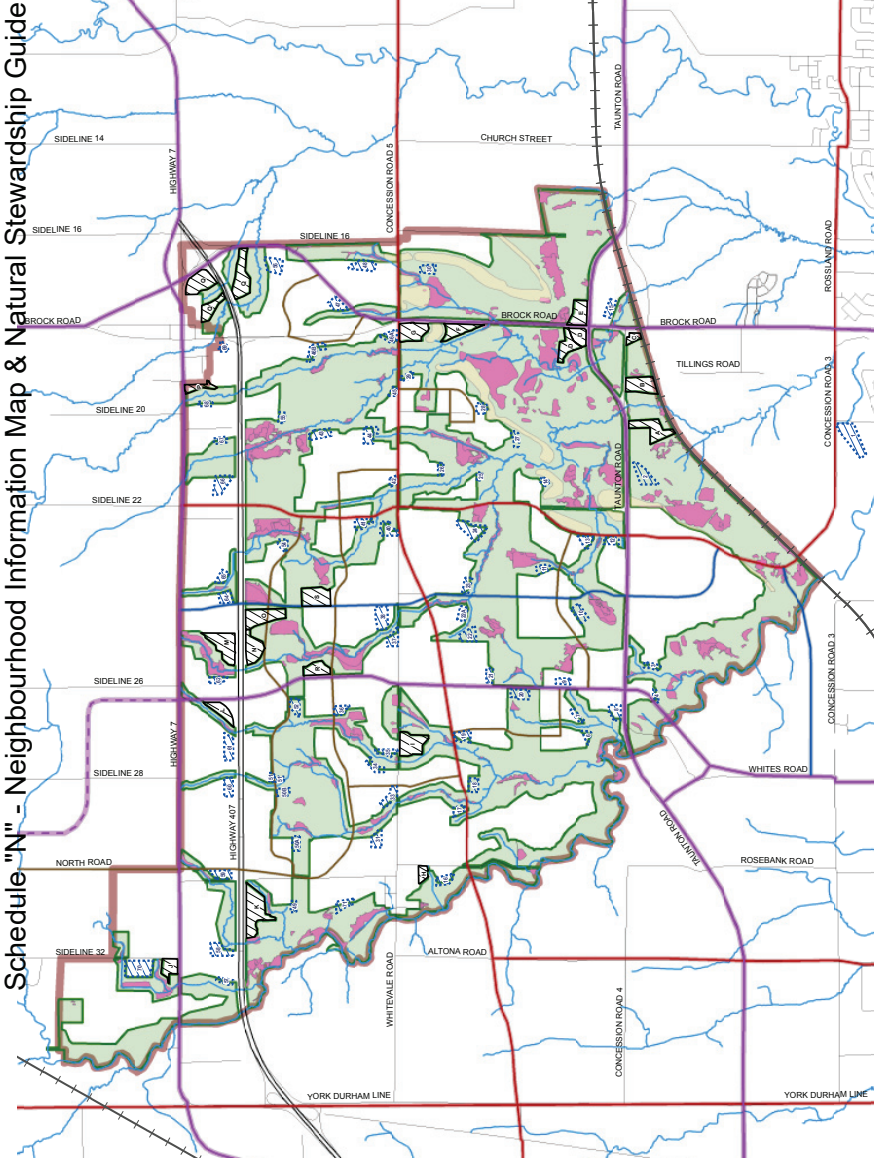
This system will take time to mature. As it does, the **Province of Ontario**, in consultation with the **City of Pickering and Toronto and Region Conservation Authority (TRCA)**, will help protect and manage these natural areas. As a resident, you have a similarly important role to play.



#### Maintaining the NHS

The natural processes and regeneration of the Natural Heritage System (NHS) will be supported by:

- Planting no-maintenance vegetation buffers between natural areas and private properties, using native trees, shrubs and groundcovers.
- Not mowing, pruning or spraying natural areas for weeds and insects.
- Allowing for annual and/or periodic flooding of the stream corridors and woodlands to maintain natural hydrology levels.
- Allowing for the natural loss of vegetation and regrowth of young trees and shrubs.
- Managing the urban tree canopy for losses and impacts related to invasive species like Norway Maple and Buckthorn, as well as the Emerald Ash Borer.



Conceptual plan showing the extent of the natural features within the Seaton community area, including NHS, wetlands, watercourses, stormwater management facilities and drainage areas (source: Sernas Associates).

### What You Can Do

As a homeowner, you can help nurture these natural areas simply by being aware of your actions and following some simple measures.

| ENCROACHMENT                           | POTENTIAL ADVERSE EFFECTS  | ALTERNATIVE ACTIONS   |
|--|--|---|
| Dumping yard waste                     | Can introduce invasive and non-native plant species e.g. periwinkle & goutweed; creates a fire hazard and smothers natural vegetation. | Participate in municipal yard waste pick-up programs; leave grass clippings on the lawn, or compost for excellent fertilizer. |
| Mowing, pruning or removing vegetation | Disturbs natural vegetation & wildlife habitat.  | Call the Province of Ontario if you are concerned about potentially hazardous vegetation.                                     |
| Planting vegetation                    | Disturbs natural vegetation; can introduce invasive non-native species.  | Participate in organized tree planting & community gardening programs.  |
| Spraying pesticides or herbicides      | Kills natural vegetation & insects; exposes wildlife and humans to hazardous chemicals.  | Call the Province of Ontario if you have questions.   |
| Dumping garbage                        | Disturbs natural vegetation & wildlife habitat; exp-   | Dispose of waste responsibly; hire a company to collect   |



Landscaping your property...

There is a lot you can do on your property that will protect the environmental and recreational value of the natural area that you live next to. A more naturalized approach to the design of your yard will help achieve an attractive setting that attracts birds, butterflies and other wildlife, while improving water and air quality. Where possible, use native trees, shrubs and perennial flowers.

Select plants that will:

- Provide food for birds, animals and butterflies (e.g. berries, pollen).
- Offer protection, shade, nesting areas or homes for wildlife.
- Require little or no maintenance or watering.
- Not invade or negatively impact neighbouring yards and adjoining natural areas.

For lists of invasive plant species to avoid, visit the Durham Region / TRCA websites at the end of this guide.

Improving water quality...

As a homeowner, how you use household water will impact the quality of water that feeds and supports nearby streams, wetlands, woodlands and wildlife habitat. Natural areas are dependent on suitable water quality and quantity in order to thrive.

- As an alternative to mowed lawns, consider planting gardens with groundcovers that require minimal irrigation and increases the ability of rainfall to infiltrate into the ground, resulting in less runoff.
- Sweep leaves, dirt and garbage away from street drains so they won't clog the storm sewers or flow into connecting streams and ponds.
- Do not dump household cleaners, paints or other chemicals down the sink, toilet or storm sewer. They should be disposed of at a household hazardous waste depot. Refer to Durham Region Waste Disposal information (www.durham.ca/works.asp?).
- Maintaining your swimming pool uses chemicals that can kill plants, fish and other small life forms. Direct pool overflow to gravel areas, lawns or swales to allow vegetation or soils to filter out the chemicals before the runoff reaches any rivers, streams or underground water supply.
- Consider using a permeable surface material like interlocking brick for your driveway and patios. These will allow water to soak into the ground and reduce the amount of runoff to storm sewers.
- Install rain barrels to collect rainwater that can be used for watering the garden and reduce runoff.



As an alternative to mowed lawns, plant gardens and consider groundcovers and wildflowers that require minimal irrigation.

Living with wildlife...

Pickering is traversed by major stream and valley systems that provide significant natural habitat and corridors for plants and wildlife. Encounters with wildlife can be positive experiences that contribute to a pleasurable living environment. However, we all need to manage issues that could cause problems with certain wildlife species:

- Store garbage in animal-proof containers within an enclosed area on your property (e.g. shed or garage).
- While mosquitoes are a great source of food for many species of birds, they can be a nuisance during certain periods of the summer. Consider installing screened outdoor seating areas and/or use bug repellent when enjoying time outdoors.
- Do not approach or handle wild animals. They may appear docile under normal conditions, but may become aggressive when approached or handled.
- Do not 'rescue' young animals. Most often, wildlife babies are not lost or abandoned and will be retrieved by their parents.
- Avoid feeding any wild animals. Feeding birds in the winter is a common practise and can be more effective with squirrel-proof feeders.
- Ask your garden centre for tips on preventing animals from eating or destroying your garden.
- Leash household pets when outdoors.



When using community trails...

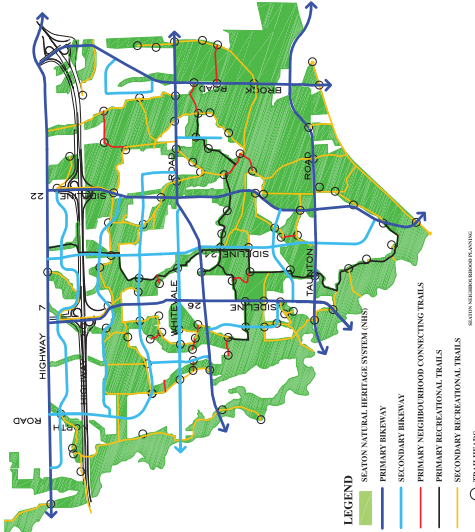
Seaton's Natural Heritage System will sensitively integrate trail and cycling connections throughout the community that will link neighbourhoods, community facilities, amenities and open spaces on a local level, and considers connections to Regional trail and cycling networks outside the Seaton area.

Providing residents with safe, accessible and convenient pedestrian and cycling linkages, as well as recreational pathways within a natural setting, is fundamental to achieving the vision for Seaton as an active, walkable and healthy community.

When enjoying Seaton's network of multi-use trails,

particularly those integrated with natural areas, please:

- Adhere to all City of Pickering and TRCA posted signage.
- Let natural areas grow undisturbed. Leave groundcover, dead trees or fallen branches in the forest as they provide habitat for assorted creatures and important nutrients to the soil.
- Follow designated trails only and avoid creating additional path connections.
- It is important that dogs be leashed when outside a residential yard and kept on the designated trail system.
- Always 'stoop and scoop' and dispose of pet waste properly.



Conceptual plan depicting the proposed trail network within the Seaton community area (source: Schedule VII To The Pickering Official Plan, Edition 6).

Welcome to the Neighbourhood

Seaton is a unique residential community with an extensive Natural Heritage System that has been planned, designed and built around the protection and enhancement of the natural features that were present here before the development began.

The health and sustainability of the natural systems and individual features will largely depend on the relationship you, as a homeowner, have with the neighbourhood environment. The conservation of these woodlands, wetlands, watercourses and wildlife and ensuring that they remain healthy and thriving are key goals of the Province of Ontario, in partnership with the Toronto and Region Conservation Authority, City of Pickering and the Seaton development team.

Properly managing the natural and cultural resources within the Natural Heritage System is fundamental to realizing the vision of Seaton as a sustainable community. By adhering to these guidelines and environmental principles on a day to day basis, you will help nurture these natural areas, beautify your neighbourhood and bring value to your home and experience as a resident of the Seaton Community.

Resources

The following jurisdictions may be helpful for obtaining additional information regarding natural features and their function within Seaton.

- City of Pickering  
www.pickering.ca (search the term "Seaton")
- Durham Region  
www.durham.ca
- Toronto and Region Conservation Authority  
www.trca.on.ca  
email: info@trca.on.ca



**Schedule “Y” – Purchaser’s Agency Disclosure Acknowledgement**

The Purchaser(s) hereby acknowledge **Timberstone Realty Brokerage** has an agency relationship with the Vendor, **OPUS Homes (Greenwood) Inc.**, and will be compensated through the Vendor. This compensation is usually called commission and usually takes the form of a fee or payment from the Vendor of the \Property upon successful completion of the real estate transaction.

An agency relationship is created where one person, known as the principal, asks another person, known as the Agent, to act for/on behalf of the principal. The principal will define the nature and extend of the agency relationships are created when Vendors or Purchasers ask Realtors to act on their behalf in real estate transactions.

An Agent who represents a Principal (Vendor) owes the principal (Vendor) the highest duty of “upmost faith”, the Agent must always represent the principals (Vendors) best interest. The Agent owes their principal a duty of confidentiality regarding information about the principal (Vendor). However, the Purchaser(s) can expect the Realtor to disclose all pertinent information about the property, not to misrepresent any facts, and to honestly answer all the questions about the property. This has been a usual form of relationship for many years in the real estate industry.

As Purchaser(s), I/we confirm and acknowledge being advised that, and consent to the fact that **Timberstone Realty Brokerage**, act as Agent only for the Vendor, **OPUS Homes (Greenwood) Inc.**, and will be compensated only by the Vendor.

Date: This \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_

Client \_\_\_\_\_

Client \_\_\_\_\_

Client \_\_\_\_\_

December 2, 2013

## **The Corporation of the City of Pickering**

### **Zoning By-law 7364/14**

#### **Seaton Zoning By-law**

Approved by Ontario Municipal Board Decisions dated:  
December 17, 2013, and  
January 24, 2014

Ontario Municipal Board Decisions Confirmed  
By Order in Council 470/2014 dated March 26, 2014



City of  
PICKERING

Office Consolidation

Amendments to the Seaton Zoning By-law 7364/14

|                |                    |  |
|----------------|--------------------|--|
| By-law 7652/18 | September 17, 2018 | Neighbourhood 19 Schedule  |
| By-law 7659/18 | October 1, 2018    | Section 6.5 and Neighbourhood 21 Schedule  |
| By-law 7829/21 | March 22, 2021     | Neighbourhood 16 Schedule  |
| By-law 7838/21 | April 26, 2021     | Neighbourhood 20 Schedule  |
| By-law 7840/21 | April 26, 2021     | Section 5.8 and Neighbourhood 16 Schedule  |
| By-law 7857/21 | June 28, 2021      | Section 4.0, Section 5.0 and Section 10.0  |
| By-law 7908/22 | February 28, 2022  | Neighbourhood 19 Schedule  |
| By-law 7962/22 | September 20, 2022 | Section 4.10, Neighbourhood 20 Schedule  |
| By-law 7964/22 | September 20, 2022 | Neighbourhood 19 Schedule  |
| By-law 7991/23 | February 27, 2023  | Sections 6.5, Section 10.0<br>Neighbourhood 21 Schedule                          |
| By-law 8038/23 | September 25, 2023 | Section 2.13, Section 2.15, Section 3.1,<br>Section 4.1, Section 5.1, Section 10 |

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DRAFT

## How to Read and Use This By-law

This introduction explains how to read and use this Zoning By-law and is solely for the purposes of assisting the reader. Readers unfamiliar with zoning by-laws are encouraged to read this introduction.

This introduction does not constitute a legal part of this By-law.

All properties within the boundaries of this Zoning By-law have a zone associated with them as shown on the maps in Section 12. Each zone is subject to requirements and restrictions. These requirements and restrictions are found in Sections 4 through 9. These Sections are differentiated based on five broad land use categories – Residential, Mixed Use, Employment, Community Use and Natural Heritage and Open Space.

Within each Section/land use category, multiple zones are described. At the beginning of each Section 4 through 9, the permitted uses for each zone are laid out in a table format, with any qualifications numbered within the table and listed directly following the table.

Following the table of permitted uses, each zone contains a table setting out minimum and maximum requirements for *lots* and *buildings* addressing such matters as *lot area*, *lot frontage*, yard setbacks, *building height* among others. In the residential and mixed use zone categories, these requirements are set out according to different *building* types. In the other zone categories, these requirements are generally set out according to the zone.

Site-specific provisions, where required, are detailed following the provisions of each zone.

In addition to the zone specific requirements and restrictions, a number of general provisions apply to development in all zones. These general provisions are set out in Section 2 and address such general matters as yard encroachments, legal *non-conforming uses*, garages and *accessory buildings*, swimming pools and other *accessory structures*, *accessory dwelling units*, and *home-based businesses* among others.

Section 3 contains parking regulations that also apply to development in all zones.

The recommended process to verify the zoning applicable to a property is to:

- a) Locate the property in the maps in Section 12 and identify which zone it is in;
- b) Determine which Section / land use category in the by-law that the zone is contained in (i.e. Section 4 Residential);
- c) Review the permitted uses applicable to that zone, which are contained in the “Uses Permitted” table at the beginning of each Section 4 through 9;
- d) Review the zone provisions applicable to that zone, which are contained in the “Lot and Building Requirements” table in the second subsection of each Section 4 through 9;
- e) Review any applicable site-specific zones contained within Sections 4 through 9;
- f) Review the general provisions and parking regulations in Sections 2 and 3; and
- g) Contact the city to ensure up-to-date information and whether the property is subject to any variances.

## 1.0 Administration

The Ontario Municipal Board hereby enacts By-law No. \_\_\_\_\_, being a by-law for the Seaton Urban Area, as follows:

### 1.1 Title

This By-law may be cited as the “Seaton Zoning By-law”. Reference to “Zoning By-law” and “this By-law” within this document shall mean the “Seaton Zoning By-law”, unless otherwise specified.

### 1.2 Application

This By-law is intended to apply to the Seaton Urban Area in the Corporation of the City of Pickering, which is bounded by the C.P. Rail line to the south, the West Duffins Creek to the west, Highway 7 to the north and Sideline 16/ the Pickering-Ajax boundary to the east and also including lands approximately 600 metres north of Highway 7 and west of North Road and approximately 1.1 km north of Highway 7 and west of Sideline 32.

The zones and zone boundaries are shown on the zoning maps which are attached to and form part of this By-law.

This By-law will be applied to the above noted Seaton Urban lands through amendment once approved. The lands to which this By-law apply are shown as zoned on the zoning maps. The provisions of By-law 3037 shall continue to apply to the lands within the Seaton Urban Area that are not shown as zoned on the zoning maps.

Despite the boundary noted above, this By-law does not apply to lands within the Hamlets of Brougham, Green River or Whitevale.

### 1.3 Purpose

The purpose of this By-law is:

- a) to regulate the use of land, *buildings* and *structures*, and to regulate the construction and alteration of *buildings* and *structures* by statutory authority granted by the Ontario *Planning Act*; and
- b) to implement the policies within the Pickering Official Plan pertaining to the Seaton Urban Area.

### 1.4 Repeal of former By-laws

The provisions of By-law 3037 of the City of Pickering, and the associated amendments, are repealed in the areas that are covered by this By-law as shown as zoned on the zoning maps.

## 1.5 Effective Date

This By-law shall come into force on the day that the decision of The Ontario Municipal Board approving the by-law is confirmed or varied by the Lieutenant Governor in Council pursuant to subsection 34(29.1) of the *Planning Act*.

## 1.6 Certificate of Occupancy

- a) No *person* shall change the type of use of any land, *building* or *structure* in the area defined by this By-law without obtaining a certificate of occupancy.
- b) Certificates of occupancy shall not be required for residential uses, other than group homes, *home-based businesses*, *bed and breakfast establishments* and the introduction of a second suite.

## 1.7 Conformity and Compliance

- a) No *person* shall use any land, *building* or *structure*, or *erect* or alter any *building* or *structure*, after the passage of this By-law, except in conformity and compliance with the provisions of this By-law.
- b) Nothing in this By-law exempts compliance with other by-laws, legislation or the requirement to obtain any license, permission, permit, authority or approval required by this By-law, any other by-law or any other legislation.

## 1.8 Enforcement

### 1.8.1 Administration

The Chief Building Officer of the City of Pickering or his or her designate administers this By-law.

### 1.8.2 Penalties

Any *person* who contravenes this By-law is guilty of offence and liable to fines under the *Planning Act*. This includes a director or officer of a corporation who knowingly contravenes this By-law.

## 1.9 Severability

A court decision that one or more of the provisions of this By-law are invalid in whole or in part does not affect the validity, effectiveness or enforceability of the other provisions or parts of other provisions of this By-law.

## 1.10 Establishment of Zones

### 1.10.1 Zones

All lands covered by this By-law, as described in Section 1.2, are contained within one of these zones:



| Zone   | Symbol |
|--|--------|
| Low Density Type 1                           | LD1    |
| Low Density Type 1 – Heritage Lot            | LD1-HL |
| Low Density Type 1 – Townhouses              | LD1-T  |
| Low Density Type 2                           | LD2    |
| Low Density Type 2 – Multiple                | LD2-M  |
| Medium Density – Detached & Semi             | MD-DS  |
| Medium Density – Multiple                    | MD-M   |
| High Density                                 | H      |
| Mixed Corridor Type 1                        | MC1    |
| Mixed Corridor Type 2                        | MC2    |
| Mixed Corridor Type 3                        | MC3    |
| Minor Commercial Cluster                     | MCC    |
| Local Node                                   | LN     |
| Community Node                               | CN     |
| Community Node – Pedestrian Predominant Area | CN-PP  |
| Prestige Employment General                  | PEG    |
| Prestige Employment Node                     | PEN    |
| Prestige Employment – Heritage Lot           | PE-HL  |
| Employment Service                           | ES     |
| Community Use                                | CU     |
| District/Community Park                      | DCP    |
| Open Space                                   | OS     |
| Stormwater Management                        | SWM    |
| Golf Course                                  | GC     |
| Natural Heritage System                      | NHS    |
| Hamlet Heritage Open Space                   | HHOS   |
| Cemetery                                     | CE     |
| Utility                                      | UT     |

**1.10.2 Location of Zone**

- a) Zones are shown on the zoning maps in Section 12. The lands within each zone are subject to the provisions of that zone, as well as the general regulations of this By-law.
- b) Some properties such as schools sites are dual zoned which means more than one zone applies to the entirety of the property. Dual zoned sites are permitted to develop for the permitted uses in both zones subject to the zone requirements applicable to each specific permitted use.

**1.10.3 Special Zone Symbols**

Special zone symbols, indicated by a dash and number following a zone symbol on zoning maps in Section 12, correspond to site-specific provisions. These site-specific provisions are found, when applicable, following the general provisions of that zone.

## 1.11 Interpretation

### 1.11.1 Zone Boundaries

- a) If the zone boundary is shown in Section 12:
  - i) As following a *street, lane*, railway right-of-way, electric transmission line right-of-way or watercourse, then the centre line of the *street, lane*, railway right-of-way, electric transmission line right-of-way, municipal boundary or watercourse is the boundary;
  - ii) As substantially following *lot lines* shown on a registered plan of subdivision, then the *lot lines* are the boundary; and
  - iii) As not being in accordance with the above provisions, then the zone boundary shall be scaled from the zoning maps in Section 12.
- b) In addition to the above, if the zone boundary separates a *lot* into portions, each portion of the *lot* shall be used in accordance with the provisions of this By-law for the applicable zone.
- c) Notwithstanding 1.11.1 a), the zone boundaries for the CN-PP zone shown in Section 12 are schematic and shall be delineated through site plan approval.

### 1.11.2 Definitions

- a) Throughout this By-law, any italicized word is defined in Section 10 to provide clarity and ensure that the By-law and its intent are applied consistently.
- b) Where a use is defined, it shall not be interpreted to include any other defined use unless it is stated in the definition to the contrary.

### 1.11.3 Examples and Illustrations

Any illustrations throughout this By-law, as well as examples and margin notes, are for clarification and convenience and are not part of this By-law.

### 1.11.4 Reduction of Lot Area Due To Public Acquisition or Conveyance

Notwithstanding any other provision of this By-law, where a *non-complying lot* is created as a result of the acquisition of part of a *lot* by a public authority, a *building* or *structure* may be *erected*, altered or repaired and used on such *lot*, provided that such *building* or *structure* conforms with all other provisions of this By-law other than the reduced *lot frontage*, reduced *lot area*, gross floor area and *lot coverage* requirements. A *building* or *structure* may be *erected*, altered or repaired with reduced *lot coverage* and gross floor area as would have been allowed for the *lot* as it existed prior to such public acquisition or conveyance.

## 2.0 General Regulation

### 2.1 Prohibited Uses

With respect to any lands to which this By-law applies, all uses are prohibited unless specifically permitted in this By-law.

### 2.2 Human Habitation Not Within Main Buildings

No truck, bus, coach, street car body, railway car, *mobile home*, *trailer* or other *vehicle* shall be used for human habitation whether or not the same is mounted on wheels or other forms of mounting or foundations.

### 2.3 Frontage on A Street

- a) No *lot* shall have built upon it a *building* for any purpose in any zone unless the *lot* abuts a *street* for a minimum of 4.0 metres. However, where a *lot* is separated from a *street* by land owned by the City, the Region of Durham or the Province of Ontario which land is held by such public agency for future road widening purposes or as a 0.3 metre reserve, a *building* may be *erected* upon such *lot* if registered rights-of-way giving access to a *street* have been granted and such access scheme is part of a *development agreement* pursuant to the *Planning Act*.
- b) Where a *building* is developed abutting a *driveway* constituting a common area or common element as part of a condominium registered under the *Condominium Act* such *driveway* shall be deemed to be a *street* for purposes of applying the provisions of this By-law.

### 2.4 Public Uses Permitted In All Zones

- a) Notwithstanding anything else in this By-law, the City or Region of Durham or any of their local boards as defined in the *Municipal Act*, any communications or transportation system owned or operated by or for the City or Region of Durham, and any agency of the Federal or Provincial Government, may, for the purposes of the public service, use any land or *erect* or use any *building* or *structure* in any zone subject to the use or *building* or *structure* being in compliance with the most restrictive regulations contained in such zone for the use and the parking requirements of Section 3 of this By-law, for such use.
- b) Any *buildings erected* or used in a Residential Zone under the provisions of this Section, shall be designed so as not to intrude into the residential character of the area.
- c) This exemption for use in any zone shall not apply to:
  - i) the Natural Heritage System (NHS) Zone except for linear infrastructure and the uses otherwise permitted in the NHS Zone;
  - ii) permit any outdoor storage, or a waste transfer or waste processing facility; or
  - iii) any land or *building* used by any local School Board, University or College.

## 2.5 Linear Utilities Permitted in All Zones

- a) Notwithstanding anything else in this By-law, a utility company including Veridian, Bell, Rogers, Telus, Hydro One, Enbridge and other similar utility company may use any land or *erect* or use any *building* or *structure* in any zone for the purpose of a linear utility subject to the *building* or *structure* being in compliance with the most restrictive regulations contained in such zone for the use and the parking requirements of Section 3 of this By-law, for such use. Any *building* or *structure erected* or used in a Residential Zone under the provisions of this Section, shall be designed so as not to intrude into the residential character of the area.
- b) This exemption for use in any zone shall not apply to:
  - i) permit buildings or structures in the Natural Heritage System (NHS) Zone except for structures directly related to the linear utility and uses otherwise permitted in the NHS Zone;
  - ii) permit any outdoor storage or works/maintenance yards; or
  - iii) permit any land or *building* to be used for administrative offices, retail purposes, or vehicular or equipment maintenance.

## 2.6 Permitted Yard Encroachments

No part of any required *yard* shall be obstructed except as follows:

- a) Projections such as window sills, chimney breasts, fireplaces, belt courses, cornices, pilasters, eaves, eave troughs and other similar architectural features may be permitted in any required *yard*, provided that no such feature projects into the required *yard* more than 0.6 metres or half the distance of the required *yard*, whichever is less;
- b) A fire escape or exterior staircase may encroach into a required *side yard* or *rear yard* 1.5 metres or half the distance of the required *yard*, whichever is less;
- c) An unenclosed ramp for wheelchair access may encroach into any required *yard* provided it is no closer than 0.3 metres from a lot line;
- d) A *porch* or *deck* may encroach into any required *front yard* or *flankage yard* to a maximum of 2.0 metres or half the distance of the required *yard*, whichever is less;
- e) A *porch* or *deck* may encroach into any required *rear yard* to a maximum of 2.0 metres;
- f) A *porch* may encroach into an *interior side yard* to within 0.6 metres of the *side lot line*;
- g) Stairs to a *porch* or *deck* may encroach to within 0.3 metres of the *front lot line* or *flankage lot line*; to within 1.0 metres of a *rear lot line* and to within 0.6 metres of an *interior side lot line*.
- h) A *balcony* may encroach into any required *yard* to a maximum of 1.2 metres, except into a required *side yard* where it shall encroach not more than 1.2 metres or one-third of the distance of the required *yard*, whichever is less;



- i) Where a *balcony* is located on the roof of a *porch* or *deck* or above a *driveway*, it may encroach to the maximum permitted for the porch or deck in subsection d) and e); and
- j) A *bay, box or bow window*, with or without foundation, having a maximum width of 4.0 metres may encroach into any required *yard* to a maximum of 0.6 metres or half the distance of the required *yard*, whichever is less.

## 2.7 Legal Non-Conforming Uses

- a) A legal *non-conforming* use is a use of land and/or *building* that legally existed on the date this By-law came into effect under the *Planning Act*. To be legal, the use must have been permitted on the lands in the zoning by-law that was in effect before this By-law came into effect or if it was established before the first By-law for the City of Pickering or the By-law for the original Township was passed.
- b) This By-law shall not prevent the use of any land, *building* or *structure* for any purpose prohibited by this By-law if such land, *building* or *structure* was lawfully used for such purpose on the day of passing of this By-law, and provided that such land, *building* or *structure* continues to be used for that purpose.

## 2.8 Legal Non-Complying Buildings or Structures

- a) A legal *non-complying building* or *structure* is a *building* or *structure* that was legally *erected* in a location it was in when this By-law came into effect under the *Planning Act*. To be legal, the location of the *building* or *structure* must have been authorized on the lands in the zoning bylaw that was in effect before this By-law came into effect, or if it was *erected* before the first by-law for the City of Pickering or the by-law for the original Township was passed.
- b) A *non-complying building* or *structure* which existed legally prior to the passing of this By-law may be enlarged, repaired, renovated or reconstructed provided that the enlargement, repair, renovation or reconstruction:
  - i) does not further increase the extent of a non-compliance; and
  - ii) complies with all other applicable provisions of this By-law.

## 2.9 Legal Non-Complying Lots

A *lot* which existed legally prior to the effective date of this By-law, and that does not meet the *lot area* and/or *lot frontage* requirements of the applicable Zone, shall be deemed to conform to this By-law. Such *lots* may be used and *buildings* may be *erected*, enlarged, repaired or renovated on the *lot* provided that the use and the *buildings* or *structures* comply with all other provisions of this By-law.

## 2.10 Air Conditioners

*Air Conditioners* are permitted on a *lot* provided they are located in the *rear yard* or *interior side yard* or on a *balcony* or roof. In addition, such units shall not be located any closer than 0.6 metres to an *interior lot line* and shall not be located on any easements in favour of the City.

## 2.11 Swimming Pools

Notwithstanding any other provisions of this By-law, an unenclosed, outdoor swimming pool, or hot tub may be permitted as an *accessory use* to a residential use in accordance with the following provisions:

- a) Such accessory swimming pool, or hot tub shall only be located in a *rear yard*;
- b) Any swimming pool, hot tub, or associated water circulating, heating or treatment equipment shall be set back 1.2 metres from any side or *rear lot line*;
- c) Any deck associated with an aboveground pool, or hot tub to a maximum *height* of 1.2 metres will be in accordance with the provisions of Section 2.6 of this By-law;
- d) Any recreational equipment, including slides, associated with a swimming pool, or hot tub shall not exceed a maximum *height* of 2.4 metres;
- e) An accessory outdoor swimming pool shall not be included in *lot coverage* calculations provided that no part of the swimming pool, or hot tub wall protrudes more than 1.2 metres above the *established grade*.

## 2.12 Satellite Dish Antenna

Satellite dish antennae are permitted in any Zone provided that:

- a) it does not exceed a diameter of 1.3 metres; and
- b) it is not attached to the front façade of the *principal building* or any *accessory structure* or *building* in the *front yard*.

## 2.13 Additional Dwelling Unit

Notwithstanding the provisions of 2.15, the following provisions shall apply to any lots containing additional dwelling units.

- a) A maximum of one additional dwelling unit is permitted within any legally permitted detached dwelling, semi-detached dwelling, block townhouse dwelling unit, or street townhouse dwelling unit and a maximum of one additional unit is permitted within an accessory building on the same lot.
- b) A maximum of two additional dwelling units are permitted within any legally permitted detached dwelling, semi-detached dwelling, block townhouse dwelling unit, or street townhouse dwelling unit provided there are no additional dwelling units contained within an accessory building on the same lot.
- c) Notwithstanding 2.13 (a) and (b), additional dwelling units are not permitted within any hazardous lands as determined by the applicable Conservation Authority including, but not limited to, the regulatory flood limits or erosion hazard limits and/or lands that do not have safe access appropriate to the nature of the development and the natural hazard.
- d) Notwithstanding 2.13 (a) and (b), an additional dwelling unit shall not be permitted within an accessory building that is located within Key Natural Heritage Features and/or Key Hydrological Features as described in the Pickering Official Plan.

- e) Where an additional dwelling unit is located within an accessory building the floor area of the additional dwelling unit shall be determined by the most restrictive of the following regulations:
  - a. Maximum lot coverage of all buildings on the lot. For the purpose of this regulation, if no lot coverage is provided in the zone, the maximum lot coverage for all buildings will be 35%;
  - b. No more than 50% of the gross floor area of the detached dwelling, semi-detached dwelling, block townhouse dwelling unit, or street townhouse dwelling unit on the same lot; and
  - c. A maximum floor area of 150 square metres.
- f) An accessory building containing an additional dwelling unit shall conform with the height and setback requirements of Table 32.

**Table 32 – Height and Setback Requirements**

|  | <b>Lots with area of<br/>2,000 sq.m. or less</b> | <b>Lots with area<br/>greater than 2,000 sq.m.</b> |   |
|--|--|--|---|
| Height max.<br>(metres)                        | 4.5  | Up to 4.5  | Greater than 4.5 up to<br>and including 6.5 |
| Front Yard Setback<br>min. (metres)            | Zone Regulation                                  | Zone Regulation                                    | Zone Regulation                             |
| Exterior Side Yard<br>Setback min.<br>(metres) | Zone Regulation                                  | Zone Regulation                                    | Zone Regulation                             |
| Interior Side Yard<br>Setback min.<br>(metres) | 1.2  | 1.2  | 2.4   |
| Rear Yard Setback<br>min. (metres)             | 1.2  | 1.2  | 2.4   |

- g) Notwithstanding Section 2.6 and 2.10, all lots containing additional dwelling units shall provide a minimum 1.2 metres wide path of travel from the entrance of each additional dwelling unit to a public or private street. No encroachment is permitted to obstruct this path of travel. The path of travel may be shared and used jointly by more than one dwelling unit on the lot.
- h) A home-based business is permitted within an additional dwelling unit.
- i) The provision of on-site parking shall not reduce the landscaped open area in the corresponding yard below the amounts listed in Table 33. Where the existing zoning regulates minimum landscaped open space the most permissive regulation shall prevail.

**Table 33 – Minimum Landscaped Open Area In All Yards Used for Parking**

| <b>Lot Frontage</b>                                     | <b>0.0 – 12.0 metres</b> | <b>Greater than 12.0 metres</b> |
|---|--------------------------|---------------------------------|
| Min. landscaped open area in all yards used for parking | 30%                      | 45%                             |

**2.14 Home-Based Business**

- a) A *home-based business* is permitted within a *dwelling unit* provided the *home-based business* is used by the resident of the *dwelling unit* and the resident is either a sole proprietor, partner, shareholder, or officer of the company operating the *home-based business*, or an employee who uses their *dwelling unit* as their principal place of business.
- b) The following specific uses are prohibited in a *home-based business*:
  - i) *adult entertainment establishment*;
  - ii) *animal hospital/veterinarian clinic*;
  - iii) *assembly, convention or conference hall*;
  - iv) *automobile body shop*;
  - v) *commercial fitness / recreation centre*;
  - vi) *contractor’s yard*;
  - vii) *dating/escort service*;
  - viii) *funeral home*;
  - ix) *heavy machinery repair, sales, service*;
  - x) *kennel/animal boarding service*;
  - xi) *night club*;
  - xii) *place of amusement*;
  - xiii) *public bath/whirlpool*;
  - xiv) *restaurant*;
  - xv) *retail store*;
  - xvi) *taxi service*;
  - xvii) *vehicle dealership*;
  - xviii) *vehicle repair shop*;
  - xix) *warehousing*; and
  - xx) *wholesaling*.
- c) In addition, any use which constitutes a nuisance, or any use which is offensive or obnoxious in any way, including but not limiting the generality of the foregoing, any use which creates an *adverse effect* through the generation of traffic, parking, noise, vibration, dust, fumes, gas, odour, *waste*, *hazardous waste*, emissions, smoke, glare, radiation, electrical interference, or any use involving the use or storage of hazardous, toxic, or contaminant substances which constitutes a threat to public health and safety, or any combination thereof, is prohibited in a *home-based business*.



- d) The maximum combined *floor area* that all *home-based businesses* within one *dwelling unit* may occupy is 25 percent of the finished *floor area* of that *dwelling unit* to a maximum of 50 square metres.
- e) No use or activity relating to a *home-based business* is permitted in a *private garage* or *accessory building* or *structure*, however, limited storage relating to a *home-based business* is permitted to the extent that it does not prevent the parking of the number of *vehicles* the *private garage* or *accessory building* or *structure* was designed to accommodate.
- f) No outdoor storage or visible display relating to a *home-based business* is permitted.
- g) Customer or client parking is not required to be provided on the lot.
- h) External changes or alterations required for or relating to a *home-based business*, which would change the overall residential character of the *dwelling*, are not permitted.
- i) Despite the uses prohibited in a *home-based business* as specified in Section 2.14 b), the selling of products assembled or developed on the premises is a permitted use in a *home-based business*, and the sale and distribution of catalogue items is a permitted use in a *home-based business* provided that no catalogue items are stored on the premises.

## 2.15 Accessory Buildings and Structures

- a) *Accessory buildings* and *structures* are permitted on a *lot* where a *principal building* housing a principal permitted use, already exists or is under construction.
- b) Except as may be provided *herein*, *accessory buildings* and *structures* are only permitted to be *erected* in the *rear yard*.
- c) *Elementary school* or *secondary school* class room portables may be permitted within an *interior side yard* subject to an approved site plan.
- d) *Accessory buildings* and *accessory structures* must be set back a minimum of 1.2 metres from all *lot lines* except that the *setback* from the *interior side lot line* may be reduced to 0.6 metres if there are no doors or windows on the wall facing the *interior side lot line*.
- e) No *accessory building* shall exceed a *building height* of 3.5 metres except for:
  - i) *elementary school* or *secondary school* class room portables, which shall not exceed a *building height* of 4.5 metres; and
  - ii) a detached *private garage*, which for a flat roof shall not exceed a *building height* of 3.5 metres and for a pitched roof shall not exceed a *building height* of 4.5 metres.
- f) The total *lot coverage* of all *accessory buildings*, excluding detached *private garages*, shall not exceed 5 percent of the *lot area*. Where a detached *private garage* is also provided on the *lot*, the total *lot coverage* of all *accessory buildings* and detached *private garages* shall not exceed 15 percent of the *lot*

*area*. Where *elementary school* or *secondary school* class room portables are provided, the total *lot coverage* of all *accessory buildings* shall not exceed 15 percent of the *lot area*.

- g) Human Habitation is not permitted in an *accessory building or accessory structure* except for a *coach house* and accessory structures that meet the definition of an additional dwelling unit.

## 2.16 Standards for Detached Private Garages Accessed by a Driveway from a Street

Detached *private garages* associated with a residential use that are accessed only by a *driveway* from a *street* are subject to the following requirements.

- a) Permitted locations and *setbacks* from *lot lines*:

Detached *private garages* accessed only by a *private driveway* from a *street* shall be located:

- i) a minimum distance from an exterior lot line equal to the *flankage yard* requirement for the *main building*;
  - ii) a minimum of 1.2 metres from the interior *side lot line*, but notwithstanding this provision:
    - A) the *setback* from the interior *side lot line* may be reduced to 0.6 metres if there are no doors or windows on the wall facing the interior *side lot line*; and
    - B) a detached *private garage* may share a common wall with another detached *private garage* on an abutting *lot* and no *setback* from the interior *side lot line* is required on that side of the *lot*.
  - iii) a minimum of 0.6 metres from the *rear lot line* except on a *through lot* in which case Section 2.16 a) iv) applies;
  - iv) no closer than 6.0 metres to the *lot line* abutting the *street* where the wall of the *private garage* containing the opening for vehicular access faces the *lot line* abutting the *street*;
  - v) where the *private garage* faces the *front lot line*, no closer than 2.0 metres to the *main building* on the *lot* other than a *private garage* connected to the *main building* by an enclosed or covered walkway.
  - vi) where the *private garage* faces the *rear lot line* on a *through lot*, no closer than 5.0 metres to the *main building* on the *lot*. The parking of *motor vehicles* is not permitted between the *private garage* and the *main building*.
- b) *Driveway* width:
    - i) The maximum *driveway* width accessed from a *street* abutting the *front lot line* shall:
      - A) for *lots* having a *lot frontage* of less than 15.0 metres, be no more than 6.0 metres and tapered so that the maximum width is 3.0 metres at the *street line*;

- B) for *lots* having a *lot frontage* between 15.0 metres and less than 18.0 metres, be no more than 6.0 metres;
- C) for *lots* greater than 18.0 metres, be no wider than the width of the garage door and tapered so that the maximum width is 6.0 metres at the *street line*; and
- ii) The maximum *driveway* width accessed from a *street* abutting the *rear lot line* on a *through lot* shall:
  - A) for *lots* having a *lot frontage* of less 6.0 metres, be no more than 3.0 metres;
  - B) for *lots* having a *lot frontage* between 6.0 and 9.0 metres, be no more than 4.6 metres;
  - C) for *lots* between 9.0 metres and less than 15.0 metres, be no more than 6.0 metres;
  - D) for *lots* greater than 15.0 metres, be no more than 9.0 metres and tapered so that the maximum width is 6.0 metres at the *street line*.
- c) Garage door width:

The total width of all garage doors shall be no wider than the permitted width of the *driveway*.

## 2.17 Standards for Detached Private Garages Accessed by a Lane

Detached *private garages* associated with residential uses that are accessed only by a *lane* are subject to the following requirements.

- a) Permitted locations and *setbacks* from *lot lines*:

Detached *private garages* are permitted in a *rear yard* and *interior side yard* only, and shall be located:

  - i) a minimum distance of 0.6 metres from the *rear lot line*; and
  - ii) a minimum of 1.2 metres from the *interior side lot line*, but notwithstanding this provision:
    - A) the *setback* from the *interior side lot line* may be reduced to 0.6 metres if there are no doors or windows on the wall facing the *interior side lot line*; and,
    - B) a detached *private garage* may share a common wall with another detached *private garage* on an abutting *lot* and no *setback* from the *interior side lot line* is required on that side of the *lot*.
  - iii) no closer than 5.0 metres to the *main building* on the *lot*. The parking of *motor vehicles* is not permitted in the *setback* area.
- b) *Driveway* width:

The maximum *driveway* width that faces a *lane* shall be no wider than the total width of all garage doors.

## 2.18 Standards for Attached Private Garages on Lots Accessed by Lanes

Attached *private garages* associated with a residential use that are only accessed by a *lane* are subject to the following requirements.

- a) Permitted locations and *setbacks* from *lot lines*:

Attached *private garages*, which are deemed to be part of the *main building* on the *lot*, are permitted provided that the wall of the *private garage* facing the *lane*:

- i) is located no further than 7.5 metres from the *rear lot line*; and,
- ii) is located no closer than 0.6 metres to the *rear lot line*.

- b) *Driveway* width:

The maximum *driveway* width that faces a *lane* shall be no wider than the total width of all garage doors.

## 2.19 Standards for Attached Private Garages Accessed by a Driveway from a Street

Attached *private garages* associated with a residential use that are accessed only by a *driveway* from a *street* are subject to the following requirements.

- a) Permitted locations and *setbacks* from *lot lines*:

Attached *private garages* accessed only by a *driveway* from a *street* shall be located:

- i) a minimum distance from a *side lot line* equal to the minimum *side yard* requirement for the *main building*;
- ii) no closer than 6.0 metres to the *lot line* abutting the *street* where the wall of the *private garage* containing the opening for vehicular access faces the *lot line* abutting the *street*; and
- iii) no closer than 3.0 metres to the *lot line* abutting the *street* where the wall of the *private garage* containing the opening for vehicular access faces an *interior side lot line*.

- b) Projections of *private garages*:

No part of a *private garage* shall project beyond the *front wall* of the *first storey* of the *dwelling* except:

- i) where a *porch* is provided, in which case the *private garage* shall not project beyond the front of the *porch*; and
- ii) on a *corner lot* where the wall of the *dwelling* facing the *flankage lot line* is treated as the *front wall* of the *dwelling* and the *private garage* projects no more than 1.5 metres beyond the remainder of the wall facing the *front lot line*; and
- iii) where the wall of the *private garage* containing the opening for vehicular access faces an *interior side lot line*.



c) *Driveway width:*

The maximum *driveway* width shall:

- i) for *lots* having a *lot frontage* of less than 9.0 metres, be no more than 3.0 metres;
- ii) for *lots* having a *lot frontage* between 9.0 metres and less than 11.0 metres, be no more than 4.6 metres;
- iii) for *lots* between 11.0 metres and less than 18.0 metres, be no more than 6.0 metres;
- iv) for *lots* greater than 18.0 metres, be no wider than the width of the garage door and tapered so that the maximum width is 6.0 metres at the *street line*; and
- v) for *lots* greater than 15.0 metres, where the wall of a *private garage* containing the opening for vehicular access faces an *interior side lot line*, be no wider than 7.5 metres and tapered so that the maximum width is 6.0 metres at the *street line*.

d) *Garage door width:*

The total width of all garage doors shall be no wider than the permitted width of the *driveway*.

## 2.20 Coach Houses

A *coach house* shall be permitted on a *corner lot* with a *lot frontage* of 10.0 metres or greater where the *corner lot* has access to a rear *lane* or on a *through lot* with a *lot frontage* of 10.0 metres or greater provided there is not an *accessory dwelling unit* in the *detached*, *semi-detached* or *street townhouse dwelling* and provided the *coach house*:

- a) is located a minimum distance of 0.6 metres from the *rear lot line*;
- b) is located a minimum of 1.2 metres from the *interior side lot line*;
- c) is *setback* a minimum of 5.0 metres from the *main building* on the *lot*. The parking of *motor vehicles* is not permitted in the *setback* area; and
- d) has a maximum *height* of 8.0 metres.

## 2.21 Live Work Unit

a) The following specific uses are permitted in a *live work unit*:

- i) *dwelling unit*;
- ii) *art gallery*;
- iii) *café*;
- iv) *restaurant*;
- v) *medical office*;
- vi) *convenience store*;
- vii) *dry-cleaner's distribution station*;
- viii) *office*;
- ix) *personal service establishment*; and
- x) *retail store*.

## 2.22 Model Homes

- a) Up to 10 percent of the homes proposed in a plan of subdivision to a maximum of 20 *model homes* together with not fewer than two parking spaces per may be constructed on each draft plan of subdivision submitted to the City of Pickering, prior to registration of that plan of subdivision.

## 2.23 Lots on Public and Private Streets

Where the *lot* and *setback* requirements in a zone apply to freehold *lots* abutting a *street*, such provisions shall equally apply to freehold *lots* abutting a *private street*.

## 2.24 Yards abutting Daylighting Triangles

- a) Where a lot abuts a *daylighting triangle*, the *setback* provisions and minimum *front landscaped open space* provisions shall be measured as if the *daylighting triangle* did not exist provided all *buildings* are setback 0.6 metres from the *daylighting triangle* with the exception of window sills, belt courses, cornices, eaves, and eave troughs which may project to within 0.3 metres of the *daylighting triangle*.

## 2.25 Primary Entrance Door Location on a Through Lot

For a detached dwelling, *semi-detached dwelling*, *street townhouse dwelling*, or *duplex dwelling* on a *through lot*, the *primary entrance door* shall face or nearly face the *front lot line* or in the case of a *corner lot* the *flankage lot line*.

3.0    **Parking Regulations**

3.1    **Parking Space Requirements**

Every *building or structure erected*, enlarged or *used* in accordance with the provisions of this By-law shall be provided with the minimum required number of *parking spaces* specified in Table 1 on the same *lot*.

**Table 1: Minimum Parking Requirements**

| <b>Residential Uses</b>                                  |   |
|--|---|
| <i>Detached dwelling</i>                                 | 2 spaces per dwelling unit  |
| <i>Semi-detached dwelling</i>                            | 2 spaces per dwelling unit  |
| <i>Additional dwelling unit</i>                          | 1 space per dwelling unit   |
| <i>Street townhouse dwelling</i>                         | 2 spaces per dwelling unit  |
| <i>Duplex dwelling</i>                                   | 2 spaces per dwelling unit  |
| <i>Multiple attached dwelling</i>                        | 1.25 spaces per dwelling unit for residents and 0.25 of a space per dwelling unit for visitors  |
| Block townhouse dwelling                                 | 2 spaces per dwelling unit plus 0.25 of a space per dwelling unit for visitors  |
| <i>Back-to-back townhouse dwelling</i>                   | 2 spaces per dwelling unit  |
| <i>Apartment dwelling</i>                                | 1.25 spaces per dwelling unit for residents and 0.25 of a space per dwelling unit for visitors  |
| <i>Live work unit</i>                                    | 2 spaces per live work unit   |
| <i>Bed and Breakfast establishment</i>                   | 2 spaces per dwelling unit plus 1.0 parking space per guest room  |
| <i>Retirement Home</i>                                   | 0.3 spaces per living unit for residents and 0.05 spaces per living unit for visitors   |
| Nursing Home or Long-Term Care                           | 1.0 spaces per 3 resident bed   |
| <b>Commercial Uses:</b>                                  |   |
| <i>Animal Care Establishment</i>                         | 4.5 spaces per 100 square metres of gross leasable floor area   |
| <i>Arena</i>   | 1.0 space per 4 fixed seats, but where permanent fixed seating is open-style bench or pew, each 0.5 metres of bench or pew space is equal to one (1) seat for the purpose of calculating required parking |
| <i>Art Gallery</i>                                       | 4.0 spaces per 100 square metres of gross leasable floor area   |
| <i>Assembly Hall, Convention Hall or Conference Hall</i> | 10.0 spaces per 100 square metres of gross leasable floor area  |
| Bake Shop  | 6.0 spaces per 100 square metres of gross leasable floor area   |

| <b>Commercial Uses: (continued)</b>                                  |  |
|--|--|
| <i>Café</i>  | 6.0 spaces per 100 square metres of gross leasable floor area  |
| <i>Car Washing Establishment</i>                                     | 4.5 spaces per 100 square metres of gross leasable floor area  |
| <i>Commercial Fitness/Recreation Centre</i>                          | 5.0 spaces per 100 square metres of gross leasable floor area  |
| <i>Commercial School</i>   | 4.5 spaces per 100 square metres of gross leasable floor area  |
| <i>Convenience Store</i>   | 4.5 spaces per 100 square metres of gross leasable floor area  |
| <i>Day Care Centre</i>   | 3.5 spaces per 100 square metres of gross leasable floor area  |
| <i>Dry-Cleaner's Distributing Station</i>                            | 4.5 spaces per 100 square metres of gross leasable floor area  |
| <i>Financial Institution</i>   | 5.0 spaces per 100 square metres of gross leasable floor area  |
| <i>Funeral Home</i>  | 5.5 spaces per 100 square metres of gross leasable floor area  |
| <i>Garden Centre</i>   | 3.2 spaces per 100 square metres of gross leasable floor area for retail sales and display of products and/or office; and 1.1 spaces per 100 square metres of gross leasable floor area for warehousing and/or wholesaling   |
| <i>Gas bar, including an Accessory Convenience Store and/or Café</i> | 4.5 spaces per 100 square metres of gross leasable floor area  |
| <i>Home Improvement Centre</i>                                       | 3.0 spaces per 100 square metres of gross leasable floor area  |
| <i>Hotel</i>   | 1.0 space per guest room; plus 10.0 spaces per 100 square metres non-residential gross floor area used for public use including meeting rooms, conference rooms, recreational facilities, dining and lounge areas and other commercial facilities, but excluding bedrooms, kitchens, laundry rooms, washrooms, lobbies, hallways, elevators, stairways and recreational facilities directly related to the function of the overnight accommodation |
| <i>Medical Office</i>  | 6.5 spaces per 100 square metres of gross leasable floor area  |
| <i>Nightclub and Tavern/Bar/Pub</i>                                  | 10.0 spaces per 100 square metres of gross leasable floor area   |
| <i>Office</i>  | 3.5 spaces per 100 square metres of gross leasable floor area  |
| <i>Personal Service Establishment</i>                                | 5.0 spaces per 100 square metres of gross leasable floor area  |



| <b>Commercial Uses:</b> (continued)  |  |
|--|--|
| <i>Place of Amusement</i> other than a bowling alley   | 5.5 spaces per 100 square metres of gross leasable floor area  |
| <i>Place of Worship</i>  | 1.0 space per 5 fixed seats or 4.0 metres of bench space, or 10.0 spaces per 100 square metres of gross leasable floor area of assembly floor area whichever is the greater  |
| <i>Private Club</i>  | 5.0 spaces per 100 square metres of gross leasable floor area  |
| <i>Retail Store</i>  | 4.5 spaces per 100 square metres of gross leasable floor area  |
| <i>Restaurant</i>  | 6.0 spaces per 100 square metres of gross leasable floor area  |
| <i>Service and Repair Shop</i> (non-vehicle)   | 4.5 spaces per 100 square metres of gross leasable floor area  |
| Supermarket  | 5.0 spaces per 100 square metres of gross leasable floor area  |
| <i>Vehicle Dealership</i>  | 3.0 spaces per 100 square metres of gross leasable floor area  |
| <i>Vehicle Repair Shop</i>   | 4 spaces per repair bay  |
| <i>Veterinary Clinic</i>   | 4.5 spaces per 100 square metres of gross leasable floor area  |
| <b>Industrial Uses</b>   |  |
| Ancillary retail sales   | 3.5 spaces per 100 square metres of gross leasable floor area  |
| Business services: such as industrial supply, industrial equipment repair, contractor shop, service and repair shop  | 3.5 spaces per 100 square metres of gross leasable floor area  |
| Data and communications: such as film, radio and television studio, call centre, data centre, programming and software development, phone, phone and internet provider | 3.5 spaces per 100 square metres of gross leasable floor area  |
| Educational: such as community college, university, trade school, training centre, adult education   | 15 spaces per classroom  |
| Food processing: such as industrial bakery, dairy, cannery, distillery, brewery, meat processor  | 1.0 space per 100 square metres of gross leasable floor area up to 3,000 square metres of gross leasable floor area plus 0.5 spaces per 100 square metres of gross leasable floor area over 3,000 square metres of gross leasable floor area |
| Graphics and design: such as printing, publishing, graphic design, web design  | 3.5 spaces per 100 square metres of gross leasable floor area  |

| Industrial Uses: (continued)  |  |
|---|--|
| Light manufacturing: such as assembly, processing, packaging and fabricating wholly within an enclosed building | 1.0 space per 100 square metres of gross leasable floor area up to 3,000 square metres of gross leasable floor area plus 0.5 spaces per 100 square metres of gross leasable floor area over 3,000 square metres of gross leasable floor area   |
| Research/laboratory and research and development facility   | 3.5 spaces per 100 square metres of gross leasable floor area  |
| Storage and warehousing as an accessory use   | 1.0 space per 100 square metres of gross leasable floor area up to 2,000 square metres of gross leasable floor area plus 0.5 spaces per 100 square metres of gross leasable floor area over 2,000 square metres of gross leasable floor area   |
| Community/Open Space Uses   |  |
| Community Centre  | 1 space per 4 persons capacity or 3.5 spaces per 100 square metres of gross leasable floor area, whichever is greater  |
| Community Gardens   | 1 space per garden plot  |
| Curling rinks, tennis courts, bowling alleys or similar recreational facilities                                 | 4 spaces per ice sheet, court or lane or similar recreational facility provided that, where facilities for a <i>tavern/bar/pub</i> or <i>assembly hall</i> are provided, the greater parking requirement for either the recreational facilities or for the assembly floor area shall apply |
| Emergency Service Facility  | 3.5 spaces per 100 square metres of gross floor area   |
| Elementary School   | 1.5 spaces per classroom plus day care centre requirements if applicable   |
| Golf Course   | 50 spaces for every 9 holes  |
| Library   | 3.0 spaces per 100 square metres of gross leasable floor area  |
| Private School  | 3 spaces per classroom   |
| Secondary School  | 3 spaces per classroom   |

3.2 Part Spaces

Where *parking spaces* are calculated by *gross floor area*, or similar calculation, and the required parking is a fraction, the number of *parking spaces* shall be rounded up to the nearest whole number.

### 3.3 Parking for Multiple Uses on One Lot

- a) Despite Section 3.1, where there are multiple retail, service commercial and personal service uses on a lot within a Minor Commercial Cluster “MCC”, Local Node “LN”, Community Node “CN”, Community Node – Pedestrian Predominant Area “CN-PP”, Mixed Corridor Type 2 “MC2”, Mixed Corridor Type 3 “MC3” and Employment Service “ES” zone, the minimum required parking shall be as follows:
  - i) on a lot with less than 2,800 square metres of gross leasable area: 4.5 spaces per 100 square metres of *gross leasable floor area* provided that where a *restaurant, supermarket, nightclub, tavern/bar/pub or assembly hall, convention hall or conference hall* occupies ten percent or more of the *gross leasable floor area*, the individual parking requirements for that use shall apply to the *gross leasable floor area* devoted that that use;
  - ii) on a lot with between 2,800 square metres to 28,000 square metres of *gross leasable floor area*: 4.5 spaces per 100 square metres of *gross leasable floor area*;
  - iii) on a lot with more than 28,000 square metres of *gross leasable floor area*: 5.0 spaces per 100 square metres of *gross leasable floor area*.
- b) For all other uses in all other zones, where more than one *use* is being *used* on a *lot*, the required *parking space* will be the sum of the parking required for all *uses* on the *lot*.

### 3.4 Size of Parking Spaces and Aisles

- a) *Parking spaces* shall be a minimum of 2.6 metres in width and 5.3 metres in length, exclusive of any land *used* for access, manoeuvring, *driveway* or similar purpose.
- b) *Parking lot* aisles shall be a minimum of 3.8 metres in width for one way traffic and a minimum of 6.5 metres in width for two way traffic.

### 3.5 Setbacks of Parking Spaces and Lots

- a) No *parking lot* or *parking space* shall be permitted within 3.0 metres of a *street line* or within any *daylighting triangle*.
- b) No *parking lot* or *parking space* shall be permitted within 3.0 metres of a property line abutting a residential zone.
- c) Notwithstanding Section 3.5 a) and b), individual *parking spaces* for a *detached dwelling, semi-detached dwelling, street townhouse dwelling, duplex dwelling, multiple attached dwelling, and back-to-back townhouse dwelling* may be located:
  - i) within 3.0 metres of a *street line* but not within a *daylighting triangle*;
  - ii) in a *rear yard* of a residential zone a minimum of 1.0 metre from the nearest *rear lot line* except where the *rear lot line* abuts a *lane* in which case the *parking space* shall be set back a minimum of 0.6 metres; and

- iii) in an *interior side yard* of a residential zone to a minimum of 0.6 metres to the nearest *interior side lot line*, except where the *driveway* is a mutual *driveway* in which case no set back is required to the *interior side lot line*.

### 3.6 Standards for Parking Pads

- a) One *parking pad* shall be permitted on a *lot* instead of, or in addition to, a detached *private garage* where:
  - i) an attached *private garage* does not form part of the *dwelling* on the *lot*; and,
  - ii) the *parking pad* is located in accordance with the regulations for detached *private garages*.
- b) In addition, one *parking pad* shall be permitted in addition to an attached or detached *private garage* on a *lot* accessed by a *lane* and can be located in the *yard* adjacent to the *private garage* provided the *parking pad* is located in accordance with the regulations for detached and attached *private garages* accessed by a *lane*.
- c) A driveway leading to a parking pad shall be no wider than the parking pad.

### 3.7 Parking and Loading within yards

- a) In the Community Node – Pedestrian Predominant Area “CN-PP” Zone, no *parking lot* shall be located in the *front yard* or between a *building* and the *street line* or between a *building* and the edge of a *private street*.
- b) No *loading space* shall be permitted in the *front yard* of any zone.

### 3.8 Parking Space Uses

The storage of goods, including for sale or display, is not permitted within required *parking spaces*. The storage of *motor vehicles* for sale and display is not exempt from this provision.

### 3.9 Restrictions on Vehicles in a Residential Zone

No *person* shall, in any Residential Zone, use any *lot*, *building* or *structure* for the parking or storage of *vehicles* except in accordance with the following provisions:

- a) Number of Vehicles

A maximum of four (4) *vehicles*, only one of which may be a *trailer*, are permitted to park on the driveway of any *lot* in a residential zone.
- b) Size of Vehicles
  - i) For those *vehicles* parked on any *lot*, the maximum permissible *height* is 2.6 metres, and the maximum permissible length is 6.7 metres;
  - ii) Notwithstanding section (i), one *vehicle* parked on a *driveway* in a *side yard* or *rear yard* can be of a size up to a maximum permissible *height* of 3.5 metres, and a maximum permissible length of 8.0 metres; and



- iii) *Height* is measured from the *established grade* immediately beside the *vehicle* up to the *vehicle's* highest point, which excludes lights, antennas and other such items ancillary to the *vehicle's* body.
- c) **Location of Vehicles**

No part of any *front yard* or *flankage yard* except a *driveway* is to be used for the parking or storage of *vehicles* and no *vehicle* is to encroach onto any road allowance.
- d) **Inoperative vehicles:**

The parking or storage of an *inoperative vehicle* is not permitted on any *lot* in a residential zone, unless it is entirely within a fully enclosed *building* or *structure*.
- e) **Construction Vehicles**

The parking or storage of a *construction vehicle* or a *commercial vehicle* is not permitted on any *lot* in a residential zone, unless it is entirely within a fully enclosed *building* or *structure*.
- f) **Oversize Vehicles:**

A *vehicle* that exceeds the maximum permissible *vehicle* size provisions of Section 3.9b), is permitted to park temporarily on a *lot* in a residential zone for the sole purpose of delivering to, servicing or constructing the premises on that *lot*.

### 3.10 Loading Standards

- a) For every *building* or *structure* to be erected for, altered for, or its use converted to a commercial or industrial use, involving the frequent shipping, loading or unloading of persons, animals, goods, wares or merchandise, off-street *loading spaces* shall be provided and maintained upon the same *lot* on which the principal use is located and in accordance with the following:
- b) Any required off-street *loading space* shall:
  - i) not be used for the purpose of offering commodities for sale or display;
  - ii) provide for the temporary parking of one *commercial vehicle*;
  - iii) not be not less than 3.5 metres in width nor less than 9.0 metres in length, nor less than 4.5 metres in clear and unobstructed *height*, exclusive of any land used for access, maneuvering, *driveway* or a similar purpose;
  - iv) not be upon or partly upon any *street*, *lane* or alley; and,
  - v) have adequate access to permit ingress and egress of a *commercial vehicle* from a *street* by means of *driveways*, aisles, maneuvering areas or similar areas, no part of which access is to be used for the temporary parking or storage of any motor vehicle.

### 3.11 Tandem Parking

The required *parking spaces* for a *dwelling unit*, *live work unit* and / or a *bed and breakfast establishment* on an individual *lot* may be provided in a tandem configuration.

### **3.12 Private Garage Parking Size**

Each *parking space* within a *private garage* shall have a minimum width of 2.9 metres and a minimum depth of 6.0 metres provided, however, that the minimum required width may include one interior step, and the minimum required depth may include two interior steps.

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4.0 Residential Zone Regulations

4.1 Uses Permitted

The following Table 2 establishes the uses permitted in the Low Density Type 1 (LD1), Low Density Type 1 – Townhouse (LD1-T), Low Density Type 1 – Heritage Lot (LD1-HL) Low Density Type 2 (LD2), Low Density Type 2 – Multiple (LD2-M), Medium Density – Detached & Semi (MD-DS), Medium Density – Multiple (MD-M) and High Density (HD) zones.

Table 2: Permitted Uses in Residential Zones

| Use                             | Zone |       |        |     |       |       |      |    |
|---------------------------------|------|-------|--------|-----|-------|-------|------|----|
|                                 | LD1  | LD1-T | LD1-HL | LD2 | LD2-M | MD-DS | MD-M | HD |
| Detached dwelling               | *    |       | *      | *   |       | *     |      |    |
| Semi-detached dwelling          | *    |       |        | *   |       | *     |      |    |
| Street townhouse dwelling       |      | *     |        |     | *     |       | *    | 1  |
| Duplex dwelling                 |      | *     |        |     | *     |       | *    |    |
| Multiple attached dwelling      |      |       |        |     | *     |       | *    | 1  |
| Block townhouse dwelling        |      |       |        |     | *     |       | *    |    |
| Back-to-back townhouse dwelling |      |       |        |     | *     |       | *    |    |
| Apartment dwelling              |      |       |        |     |       |       | *    | *  |
| Retail store                    |      |       |        |     |       |       |      | 2  |
| Convenience store               |      |       |        |     |       |       |      | 2  |
| Personal service establishment  |      |       |        |     |       |       |      | 2  |
| Bake shop                       |      |       |        |     |       |       |      | 2  |
| Café                            |      |       |        |     |       |       |      | 2  |
| Restaurant                      |      |       |        |     |       |       |      | 2  |
| Office                          |      |       |        |     |       |       |      | 3  |
| Day Care Centre                 |      |       |        |     |       |       |      | 3  |
| Medical office                  |      |       |        |     |       |       |      | 3  |
| Additional dwelling unit        | *    | *     | *      | *   | *     | *     | *    | 4  |
| Model Home                      | *    | *     | *      | *   | *     | *     | *    | *  |

Notes:

1. Permitted provided an *apartment building* is the *principle building* on the *lot*.
2. Permitted on the ground floor of an apartment dwelling.
3. Permitted within the first 3 floors of a base / *podium building*.
4. Permitted within a street townhouse dwelling unit and an accessory building on the same lot in accordance with 2.13.

4.2 Low Density Type 1 (LD1) Zone Provisions

4.2.1 Lot and Building Requirements by Building Type

The following Table 3 establishes the zone standards that apply to the Low Density Type 1 (LD1) zone.

Table 3: Low Density Type 1 (LD1) Zone Standards

| Building Type   | Min. Lot Area             | Min. Lot Frontage | Min. Front Yard      | Max. Front Yard | Min. Interior Side Yard | Min. Flankage Yard | Min. Rear Yard                 | Min. Amenity Area     | Min. Front Yard Land-scaped Open Space | Max. Building Height |
|---|---------------------------|-------------------|----------------------|-----------------|-------------------------|--------------------|--------------------------------|-----------------------|--|----------------------|
| <b>Detached dwelling – accessed from a street abutting the front lot line or flankage lot line</b>      |                           |                   |                      |                 |                         |                    |                                |                       |  |                      |
| with attached private garage  | 225 m <sup>2</sup>        | 9 m               | 3.0 m <sup>(3)</sup> | NR              | 1.2 m & 0.6 m           | 2.4 m              | 6 m / 5 m adjacent to NHS zone | NR                    | 25%                                    | 11 m                 |
| with detached private garage  | 275 m <sup>2</sup>        | 11 m              | 3.0 m                | NR              | 2.75 m & 0.6 m          | 2.4 m              | 6 m / 5 m adjacent to NHS zone | NR                    | 25%                                    | 11 m                 |
| <b>Detached dwelling – accessed from a lane<sup>(4)</sup></b>   |                           |                   |                      |                 |                         |                    |                                |                       |  |                      |
| with detached private garage  | 210 m <sup>2</sup>        | 8.5 m             | 3.0 m                | 4.5 m           | 1.2 m & 0.6 m           | 2.4 m              | NR                             | 40 m <sup>2</sup> (1) | 50%                                    | 11 m                 |
| with attached private garage  | 210 m <sup>2</sup>        | 8.5 m             | 3.0 m                | 4.5 m           | 1.2 m & 0.6 m           | 2.4 m              | NR                             | 40 m <sup>2</sup>     | 50%                                    | 11 m                 |
| <b>Semi-detached dwelling – accessed from a street abutting the front lot line or flankage lot line</b> |                           |                   |                      |                 |                         |                    |                                |                       |  |                      |
| with attached private garage  | 185 m <sup>2</sup> / unit | 7.5 m / unit      | 3.0 m <sup>(3)</sup> | NR              | 0.9 m <sup>(2)</sup>    | 2.4 m              | 6 m / 5 m adjacent to NHS zone | NR                    | 22%                                    | 11 m                 |
| <b>Semi-detached dwelling – accessed from a lane<sup>(4)</sup></b>                                      |                           |                   |                      |                 |                         |                    |                                |                       |  |                      |
| with detached private garage  | 175 m <sup>2</sup> / unit | 7.0 m / unit      | 3.0 m                | 4.5 m           | 0.9 m <sup>(2)</sup>    | 2.4 m              | NR                             | 35 m <sup>2</sup> (1) | 50%                                    | 11 m                 |



| <i>Building Type</i>                | <i>Min. Lot Area</i>     | <i>Min. Lot Frontage</i> | <i>Min. Front Yard</i> | <i>Max. Front Yard</i> | <i>Min. Interior Side Yard</i> | <i>Min. Flankage Yard</i> | <i>Min. Rear Yard</i> | <i>Min. Amenity Area</i> | <i>Min. Front Yard Land-scaped Open Space</i> | <i>Max. Building Height</i> |
|-------------------------------------|--------------------------|--------------------------|------------------------|------------------------|--------------------------------|---------------------------|-----------------------|--------------------------|---|-----------------------------|
| with attached <i>private garage</i> | 175 m <sup>2</sup> /unit | 7.0 m / unit             | 3.0 m                  | 4.5 m                  | 0.9 m <sup>(2)</sup>           | 2.4 m                     | NR                    | 35 m <sup>2</sup>        | 50%   | 11 m                        |

Notes:

NR = No Requirement

1. With a minimum 5.0 metre separation between *private garage* and *dwelling*.
2. Where *semi-detached dwellings* on abutting *lots* share a common wall, no *interior side yard* shall be required, but where the dwellings do not share a common wall, a setback of 0.9 metres shall be required.
3. The *front yard* setback of a *private garage* shall meet the requirements of Section 2.19 a).
4. Or accessed from a *street* abutting the *rear lot line* on a *through lot*.

**4.2.2 Additional Provisions**

- a) No *person* shall *erect* more than one *detached dwelling* on any *residential lot*.
- b) Where a *lot* flanks a *lane*, the larger required minimum *interior side yard* shall abut the *lane*.
- c) Despite any *front yard* or *flankage yard* requirement, on a *corner lot*, the minimum *front yard* or *flankage yard* to a *corner rounding* for any *detached dwelling* or *semi-detached dwelling* shall be 1.75 metres. Where applicable, the requirements of Section 2.16, 2.17 and 2.18 shall continue to apply.

**4.3 Low Density Type 1, Heritage Lot “LD1-HL” Provisions**

- a) On lands zoned LD1-HL the minimum *lot area* and minimum *lot frontage* shall be the *lot area* and *lot frontage existing* on the date this By-law came into effect.
- b) The minimum *yards* shall be the *yards existing* on the date this By-law came into effect. However, *yards*, except the *front yard*, may be decreased by 10 percent subject to an approved site plan application.

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4.4 Low Density Type 1 - Townhouse (LD1-T) Zone Provisions

4.4.1 Lot and Building Requirements by Building Type

The following Table 4 establishes the zone standards that apply to the Low Density Type 1 – Townhouse (LD1-T) zone.

Table 4: Low Density Type 1 – Townhouse (LD1-T) Zone Standards

| Building Type  | Min. Lot Area      | Min. Lot Frontage | Min. Front Yard      | Max. Front Yard | Min. Interior Side Yard | Min. Flankage Yard | Min. Rear Yard                | Min. Amenity Area                | Min. Front Land-scaped Open Space | Max. Building Height |
|--|--------------------|-------------------|----------------------|-----------------|-------------------------|--------------------|-------------------------------|----------------------------------|-----------------------------------|----------------------|
| <b>Street townhouse dwelling</b>                                   |                    |                   |                      |                 |                         |                    |                               |                                  |                                   |                      |
| with integrated private garage facing the front lot line           | 150 m <sup>2</sup> | 6 m / unit        | 3.0 m <sup>(2)</sup> | NR              | 0.9 m for end unit      | 2.4 m              | 6 m / 5m adjacent to NHS zone | NR                               | 25%                               | 11 m                 |
| with detached private garage accessed from a lane <sup>(3)</sup>   | 150 m <sup>2</sup> | 6 m / unit        | 3.0 m                | 4.5 m           | 0.9 m for end unit      | 2.4 m              | NR                            | 30 m <sup>2</sup> <sup>(1)</sup> | 50%                               | 11 m                 |
| with integrated private garage accessed from a lane <sup>(3)</sup> | 140 m <sup>2</sup> | 6 m / unit        | 3.0 m                | 4.5 m           | 0.9 m for end unit      | 2.4 m              | NR                            | 11 m <sup>2</sup>                | 50%                               | 11 m                 |
| <b>Duplex dwelling</b>   | 360 m <sup>2</sup> | 12 m              | 3.0 m                | 4.5 m           | 3 m & 0.6 m             | 2.4 m              | 6 m / 5m adjacent to NHS zone | NR                               | 35%                               | 11 m                 |

Notes:

NR = No Requirement

1. With a minimum 5.0 metre separation between private garage and dwelling.
2. The front yard setback of a private garage shall meet the requirements of Section 2.19 a).
3. Or accessed from a street abutting the rear lot line on a through lot.

4.4.2 Additional Provisions

- a) Maximum number of *street townhouse dwellings* in a *street townhouse building* shall be 8.
- b) Where a *lot* flanks a *lane*, the larger required minimum *interior side yard* shall about the *lane*.
- c) Despite any *front yard* or *flankage yard* requirement, on a *corner lot*, the minimum *front yard* or *flankage yard* to a *corner rounding* for any *street townhouse dwelling* or *duplex dwelling* shall be 1.75 metres. Where applicable, the requirements of Section 2.16, 2.17 and 2.18 shall continue to apply.

4.5 Low Density Type 2 (LD2) Zone Provisions

4.5.1 Lot and Building Requirements by Building Type

The following Table 5 establishes the zone standards that apply to the Low Density Type 2 (LD2) zone.

Table 5: Low Density Type 2 (LD2) Zone Standards

| Building Type   | Min. Lot Area      | Min. Lot Frontage | Min. Front Yard      | Max. Front Yard | Min. Interior Side Yard | Min. Flankage Yard | Min. Rear Yard                 | Min. Amenity Area                | Min. Front Landscaped Open Space | Max. Building Height |
|---|--------------------|-------------------|----------------------|-----------------|-------------------------|--------------------|--------------------------------|----------------------------------|----------------------------------|----------------------|
| Detached dwelling – accessed from a street abutting the front lot line or flankage lot line |                    |                   |                      |                 |                         |                    |                                |                                  |                                  |                      |
| with attached private garage  | 225 m <sup>2</sup> | 9 m               | 3.0 m <sup>(3)</sup> | NR              | 1.2 m & 0.6 m           | 2.4 m              | 6 m / 5 m adjacent to NHS zone | NR                               | 22%                              | 11 m                 |
| with detached private garage  | 275 m <sup>2</sup> | 11 m              | 3.0 m                | NR              | 2.75 m & 0.6 m          | 2.4 m              | 6 m / 5 m adjacent to NHS zone | NR                               | 25%                              | 11 m                 |
| Detached dwelling – accessed from a lane <sup>(4)</sup>                                     |                    |                   |                      |                 |                         |                    |                                |                                  |                                  |                      |
| with detached private garage  | 185 m <sup>2</sup> | 7.5 m             | 3.0 m                | 4.5 m           | 1.2 m & 0.6 m           | 2.4 m              | NR                             | 35 m <sup>2</sup> <sup>(1)</sup> | 50%                              | 11 m                 |
| with attached private garage  | 185 m <sup>2</sup> | 7.5 m             | 3.0 m                | 4.5 m           | 1.2 m & 0.6 m           | 2.4 m              | NR                             | 35 m <sup>2</sup>                | 50%                              | 11 m                 |



| <i>Building Type</i>  | <i>Min. Lot Area</i> | <i>Min. Lot Frontage</i> | <i>Min. Front Yard</i> | <i>Max. Front Yard</i> | <i>Min. Interior Side Yard</i> | <i>Min. Flankage Yard</i> | <i>Min. Rear Yard</i>          | <i>Min. Amenity Area</i>                | <i>Min. Front Landscaped Open Space</i> | <i>Max. Building Height</i> |
|---|----------------------|--------------------------|------------------------|------------------------|--------------------------------|---------------------------|--------------------------------|---|---|-----------------------------|
| <b>Semi-detached dwelling – accessed from a street abutting the front lot line or flankage lot line</b> |                      |                          |                        |                        |                                |                           |                                |   |   |                             |
| with attached private garage  | 185 m <sup>2</sup>   | 7.5 m / unit             | 3.0 m <sup>(3)</sup>   | NR                     | 0.9 m <sup>(2)</sup>           | 2.4 m                     | 6 m / 5 m adjacent to NHS zone | NR                                      | 30%                                     | 11 m                        |
| <b>Semi-detached dwelling – accessed from a lane<sup>(4)</sup></b>                                      |                      |                          |                        |                        |                                |                           |                                |   |   |                             |
| with detached private garage  | 165 m <sup>2</sup>   | 6.7 m / unit             | 3.0 m                  | 4.5 m                  | 0.9 m <sup>(2)</sup>           | 2.4 m                     | NR                             | 30 m <sup>2</sup> <sup>(1)</sup> / unit | 50%                                     | 11 m                        |
| with attached private garage  | 165 m <sup>2</sup>   | 6.7 m / unit             | 3.0 m                  | 4.5 m                  | 0.9 m <sup>(2)</sup>           | 2.4 m                     | NR                             | 30 m <sup>2</sup> / unit                | 50%                                     | 11 m                        |

Notes:

1. With a minimum 5.0 metre separation between private garage and dwelling.
2. Where semi-detached dwellings on abutting lots share a common wall, no interior side yard shall be required, but where the dwellings do not share a common wall, a setback of 0.9 metres shall be required.
3. The front yard setback of a private garage shall meet the requirements of Section 2.19 a).
4. Or accessed from a street abutting the rear lot line on a through lot.

**4.5.2 Additional Provisions**

- a) No *person* shall *erect* more than one *detached dwelling* on any *residential lot*.
- b) Where a lot flanks a lane, the larger required minimum interior side yard shall abut the lane.
- c) Despite any *front yard* or *flankage yard* requirement, on a *corner lot*, the minimum *front yard* or *flankage yard* to a *corner rounding* for any *detached dwelling* or *semi-detached dwelling* shall be 1.75 metres. Where applicable, the requirements of Section 2.16, 2.17 and 2.18 shall continue to apply.

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4.6 Low Density Type 2 – Multiple (LD2-M) Zone Provisions

4.6.1 Lot and Building Requirements by Building Type

The following Table 6 establishes the zone standards that apply to the Low Density Type 2 - Multiple (LD2-M) zone.

Table 6: Low Density Type 2-Multiple (LD2-M) Zone Standards

| Building Type   | Min. Lot Area      | Min. Lot Frontage | Min. Front Yard      | Max. Front Yard | Min. Interior Side Yard | Min. Flankage Yard | Min. Rear Yard                 | Min. Amenity Area                       | Min. Front Landscaped Open Space | Max. Building Height |
|---|--------------------|-------------------|----------------------|-----------------|-------------------------|--------------------|--------------------------------|---|----------------------------------|----------------------|
| <b>Street townhouse dwelling</b>  |                    |                   |                      |                 |                         |                    |                                |   |                                  |                      |
| with integrated private garage facing the front lot line                        | 150 m <sup>2</sup> | 6 m / unit        | 3.0 m <sup>(3)</sup> | NR              | 0.9 m for end unit      | 2.4 m              | 6 m / 5 m adjacent to NHS zone | NR                                      | 25%                              | 11 m                 |
| with detached private garage /parking space accessed from a lane <sup>(4)</sup> | 125 m <sup>2</sup> | 5 m / unit        | 3.0 m                | 4.5 m           | 0.9 m for end unit      | 2.4 m              | NR                             | 30 m <sup>2</sup> <sup>(1)</sup> / unit | 50%                              | 12 m                 |
| with integrated private garage accessed from a lane <sup>(4)</sup>              | 105 m <sup>2</sup> | 5 m / unit        | 3.0 m                | 4.5 m           | 0.9 m for end unit      | 2.4 m              | NR                             | 11 m <sup>2</sup> / unit                | 50%                              | 12 m                 |
| Duplex dwelling   | 300 m <sup>2</sup> | 12 m              | 3.0 m                | 4.5 m           | 3 m & 0.6 m             | 2.4 m              | 6 m / 5 m adjacent to NHS zone | NR                                      | 35%                              | 11 m                 |
| Multiple attached building  | 450 m <sup>2</sup> | 27 m              | 3.0 m                | 4.5 m           | 0.9 m                   | 2.4 m              | NR                             | 11 m <sup>2</sup> / unit                | 40%                              | 16 m                 |
| Back to back townhouse dwelling   | 70 m <sup>2</sup>  | 5.5 m / unit      | 3.0 m <sup>(3)</sup> | NR              | 0.9 m for end unit      | 2.4 m              | NR                             | 11 m <sup>2</sup> / unit                | 22%                              | 12 m                 |

| <b>Building Type</b>            | <b>Min. Lot Area</b> | <b>Min. Lot Frontage</b> | <b>Min. Front Yard</b> | <b>Max. Front Yard</b> | <b>Min. Interior Side Yard</b> | <b>Min. Flankage Yard</b> | <b>Min. Rear Yard</b>          | <b>Min. Amenity Area</b> | <b>Min. Front Landscaped Open Space</b> | <b>Max. Building Height</b> |
|---------------------------------|----------------------|--------------------------|------------------------|------------------------|--------------------------------|---------------------------|--------------------------------|--------------------------|---|-----------------------------|
| <b>Block Townhouse Building</b> | NR                   | 50 m                     | 3.0 m                  | NR                     | 1.2 m                          | 2.4 m                     | 6 m / 5 m adjacent to NHS zone | NR                       | 25% <sup>(2)</sup>                      | 11 m                        |

Notes:

NR = No Requirement

1. With a minimum 5.0 metre separation between *private garage* and *dwelling*.
2. Front *landscaped open space* shall be measured from the *front wall* of the *building* to the edge of the *private street*.
3. The *front yard* setback of a *private garage* shall meet the requirements of Section 2.19 a).
4. Or accessed from a *street* abutting the *rear lot line* on a *through lot*.



**4.6.2 Additional Provisions**

- a) Minimum depth of a *lot* for *back-to-back townhouse dwellings* shall be 13.0 metres.
- b) Maximum number of *street townhouse dwellings* in a *street townhouse building* shall be 8.
- c) Maximum number of *back-to-back townhouse dwellings* in a *back-to-back townhouse building* shall be 16.
- d) The minimum separation between *block townhouse buildings* on the same *lot* shall be 1.2 metres for a side wall to side wall condition, 12.0 metres for a rear wall to rear wall condition, and 13.5 metres for a *front wall* to *front wall* condition.
- e) No *private streets* shall be permitted between the *front wall* of a *block townhouse building* and a *street*.
- f) *Block townhouse buildings* adjacent to a *street* shall have their *primary entrance doors* oriented to the *street*.
- g) Where a *lot* flanks a *lane*, the larger required minimum *interior side yard* shall abut the *lane*.
- h) Despite any *front yard* or *flankage yard* requirement, on a *corner lot*, the minimum *front yard* or *flankage yard* to a *corner rounding* for any *street townhouse dwelling*, *duplex dwelling*, *multiple attached building*, *back to back townhouse dwelling* or *block townhouse building* shall be 1.75 metres. Where applicable, the requirements of Section 2.16, 2.17 and 2.18 shall continue to apply.

4.7 Medium Density – Detached & Semi (MD-DS) Zone Provisions

4.7.1 Lot and Building Requirements by Building Type

The following Table 7 establishes the zone standards that apply to the Medium Density – Detached & Semi (MD-DS) zone.

Table 7: the Medium Density – Single & Semi (MD-S) Zone Standards

| <i>Building Type</i>   | <i>Min. Lot Area</i> | <i>Min. Lot Frontage</i> | <i>Min. Front Yard</i> | <i>Max. Front Yard</i> | <i>Min. Interior Side Yard</i> | <i>Min. Flankage Yard</i> | <i>Min. Rear Yard</i>          | <i>Min. Amenity Area</i>     | <i>Min. Front Landscaped Open Space</i> | <i>Max. Building Height</i> |
|--|----------------------|--------------------------|------------------------|------------------------|--------------------------------|---------------------------|--------------------------------|------------------------------|---|-----------------------------|
| <b><i>Detached dwelling – accessed from a street abutting the front lot line or flankage lot line</i></b>      |                      |                          |                        |                        |                                |                           |                                |                              |   |                             |
| <i>with attached private garage</i>  | 200 m <sup>2</sup>   | 8 m                      | 3.0 m <sup>(3)</sup>   | NR                     | 1.2 m & 0.6 m                  | 2.4 m                     | 6 m / 5 m adjacent to NHS zone | NR                           | 30%                                     | 12.5 m                      |
| <b><i>Detached dwelling – accessed from a lane<sup>(4)</sup></i></b>   |                      |                          |                        |                        |                                |                           |                                |                              |   |                             |
| <i>with detached private garage</i>  | 175 m <sup>2</sup>   | 7.0 m                    | 3.0 m                  | 4.5 m                  | 1.2 m & 0.6 m                  | 2.4 m                     | NR                             | 35 m <sup>2</sup> (1)        | 50%                                     | 12.5 m                      |
| <i>with attached private garage</i>  | 175 m <sup>2</sup>   | 7.0 m                    | 3.0 m                  | 4.5 m                  | 1.2 m & 0.6 m                  | 2.4 m                     | NR                             | 35 m <sup>2</sup>            | 50%                                     | 12.5 m                      |
| <b><i>Semi-detached dwelling – accessed from a street abutting the front lot line or flankage lot line</i></b> |                      |                          |                        |                        |                                |                           |                                |                              |   |                             |
| <i>with attached private garage</i>  | 185 m <sup>2</sup>   | 7.5 m / unit             | 3.0 m <sup>(3)</sup>   | NR                     | 0.9 m <sup>(2)</sup>           | 2.4 m                     | 6 m / 5 m adjacent to NHS zone | NR                           | 25%                                     | 12.5 m                      |
| <b><i>Semi-detached dwelling – accessed from a lane<sup>(4)</sup></i></b>                                      |                      |                          |                        |                        |                                |                           |                                |                              |   |                             |
| <i>with detached private garage</i>  | 150 m <sup>2</sup>   | 6.0 m / unit             | 3.0 m                  | 4.5 m                  | 0.9 m <sup>(2)</sup>           | 2.4 m                     | NR                             | 30 m <sup>2</sup> (1) / unit | 50%                                     | 12.5 m                      |
| <i>with attached private garage</i>  | 150 m <sup>2</sup>   | 6.0 m / unit             | 3.0 m                  | 4.5 m                  | 0.9 m <sup>(2)</sup>           | 2.4 m                     | NR                             | 30 m <sup>2</sup> / unit     | 50%                                     | 12.5 m                      |

**Notes:**

NR = No Requirement

1. With a minimum 5.0 metre separation between *private garage* and *dwelling*.
2. Where *semi-detached dwellings* on abutting *lots* share a common wall, no *interior side yard* shall be required, but where the dwellings do not share a common wall, a setback of 0.9 metres shall be required.
3. The *front yard* setback of a *private garage* shall meet the requirements of Section 2.19 a).
4. Or accessed from a *street* abutting the *rear lot line* on a *through lot*.

**4.7.2 Additional Provisions**

- a) Where a *lot* flanks a *lane*, the larger required minimum *interior side yard* shall abut the *lane*.
- b) Despite any *front yard* or *flankage yard* requirement, on a *corner lot*, the minimum *front yard* or *flankage yard* to a *corner rounding* for any *detached dwelling* or *semi-detached dwelling* shall be 1.75 metres. Where applicable, the requirements of Section 2.16, 2.17 and 2.18 shall continue to apply.

4.8 Medium Density – Multiple (MD-M) Zone Provisions

4.8.1 Lot and Building Requirements by Building Type

The following Table 8 establishes the zone standards that apply to the Medium Density – Multiple (MD-M) zone.

Table 8: the Medium Density – Medium Density – Multiple (MD-M) Zone Standards

| Building Type  | Min. Lot Area             | Min. Lot Frontage | Min. Front Yard      | Max. Front Yard | Min. Interior Side Yard | Min. Flankage Yard | Min. Rear Yard                 | Min. Amenity Area                       | Min. Front Landscaped Open Space | Max. Building Height |
|--|---------------------------|-------------------|----------------------|-----------------|-------------------------|--------------------|--------------------------------|---|----------------------------------|----------------------|
| <b>Street townhouse dwelling</b>                                   |                           |                   |                      |                 |                         |                    |                                |   |                                  |                      |
| with integrated private garage facing the front lot line           | 150 m <sup>2</sup> / unit | 6 m / unit        | 3.0 m <sup>(5)</sup> | NR              | 0.9 m for end unit      | 2.4 m              | 6 m / 5 m adjacent to NHS zone | NR                                      | 25%                              | 12.5 m               |
| with detached private garage accessed from a lane <sup>(6)</sup>   | 125 m <sup>2</sup> / unit | 5 m / unit        | 3.0 m                | 4.5 m           | 0.9 m for end unit      | 2.4 m              | NR                             | 25 m <sup>2</sup> <sup>(1)</sup> / unit | 50%                              | 12.5 m               |
| with integrated private garage accessed from a lane <sup>(6)</sup> | 105 m <sup>2</sup> / unit | 5 m / unit        | 3.0 m                | 4.5 m           | 0.9 m for end unit      | 2.4 m              | NR                             | 11 m <sup>2</sup> / unit                | 50%                              | 12.5 m               |
| <b>Duplex dwelling</b>   | 300 m <sup>2</sup>        | 12 m              | 3.0 m                | 4.5             | 3 m & 0.6 m             | 2.4 m              | 6 m / 5 m adjacent to NHS zone | NR                                      | 35%                              | 12.5 m               |
| <b>Multiple attached building</b>                                  | 450 m <sup>2</sup>        | 27 m              | 3.0 m                | 4.5             | 0.9 m                   | 2.4 m              | 6 m / 5 m adjacent to NHS zone | 11 m <sup>2</sup> / unit                | 40%                              | 16 m                 |
| <b>Back to back townhouse dwelling</b>                             | 70 m <sup>2</sup> / unit  | 5.5 m / unit      | 3.0 m <sup>(5)</sup> | NR              | 0.9 m for end unit      | 2.4 m              | NR                             | 11 m <sup>2</sup> / unit                | 22%                              | 12.5 m               |

| <b>Building Type</b>            | <b>Min. Lot Area</b> | <b>Min. Lot Frontage</b> | <b>Min. Front Yard</b> | <b>Max. Front Yard</b> | <b>Min. Interior Side Yard</b> | <b>Min. Flankage Yard</b>                  | <b>Min. Rear Yard</b> | <b>Min. Amenity Area</b> | <b>Min. Front Landscaped Open Space</b> | <b>Max. Building Height</b> |
|---------------------------------|----------------------|--------------------------|------------------------|------------------------|--------------------------------|--|-----------------------|--------------------------|---|-----------------------------|
| <b>Apartment building</b>       | NR                   | 45 m                     | 2 m                    | 4.5 m<br>(2),(3)       | 6.0 m <sup>(3)</sup>           | 0 m min /<br>2 m <sup>(2),(3)</sup><br>max | 7.5 m <sup>(3)</sup>  | NR                       | NR                                      | 10.5 m<br>min / 20<br>m max |
| <b>Block Townhouse Building</b> | NR                   | 50 m                     | 3.0 m                  | 5.5 m                  | 1.2 m                          | 2.4 m                                      | 6 m                   | NR                       | 25% <sup>(4)</sup>                      | 10.5 m                      |

**Notes:**

NR = No Requirement

1. With a minimum 5.0 metre separation between *private garage* and *dwelling*.
2. 25 percent of the *building* facing the *street* can have a greater *yard*.
3. Except that for an underground garage the minimum *setback* is 0 metres.
4. Front *landscaped open space* shall be measured from the *front wall* of the *building* to the edge of the *private street*.
5. The *front yard* setback of a *private garage* shall meet the requirements of Section 2.19 a).
6. Or accessed from a *street* abutting the *rear lot line* on a *through lot*.



**4.8.2 Additional Provisions**

- a) Minimum depth of a *lot* for *back to back townhouse dwellings* shall be 13.0 metres.
- b) Maximum number of *street townhouse dwellings* in a *street townhouse building* shall be 8.
- c) Maximum number of *back-to-back townhouse dwellings* in a *back-to-back townhouse building* shall be 16.
- d) The minimum separation between *block townhouse buildings* on the same *lot* shall be 1.2 metres for a side wall to side wall condition, 12.0 metres for a rear wall to rear wall condition, and 13.5 metres for a *front wall* to *front wall* condition.
- e) No *private streets* shall be permitted between the *front wall* of a *block townhouse building* and a *street*.
- f) *Block townhouse buildings* adjacent to a *street* shall have their *primary entrance doors* oriented to the *street*.
- g) Where a *lot* flanks a *lane*, the larger required minimum *interior side yard* shall abut the *lane*.
- h) Despite any *front yard* or *flankage yard* requirement, on a *corner lot*, the minimum *front yard* or *flankage yard* to a *corner rounding* for any *street townhouse dwelling*, *duplex dwelling*, *multiple attached building*, *back to back townhouse dwelling* or *block townhouse building* shall be 1.75 metres. Where applicable, the requirements of Section 2.16, 2.17 and 2.18 shall continue to apply.

**4.8.3 Additional Apartment Provisions**

- a) The minimum net density shall be 40 units per hectare.
- b) The maximum net density shall be 80 units per hectare.
- c) Minimum *balcony* depth: 1.5 metres
- d) Minimum *ground floor height* where *ground floor* commercial uses are provided: 4.5 metres (floor to floor)
- e) Maximum *building* width: 60 metres
- f) A minimum *pedestrian perception step-back* of 1.5 metres shall be required above the 4<sup>th</sup> storey.
- g) Where the *rear yard* or *side yard* of a *lot* containing an *apartment building* abuts a property in the Low Density or Medium Density zone, the *building height* above 12.0 metres shall be limited by a 45-degree *angular plane* measured from a *height* of 12.0 metres at the 7.5 metre *setback* from adjoining Low Density or Medium Density Zones.

4.9 High Density (H) Zone Provisions

4.9.1 Lot and Building Requirements by Building Type

The following Table 9 establishes the zone standards that apply to the High Density (H) zone.

Table 9: High Density (H) Zone Standards

| Building Type              | Min. Lot Area | Min. Lot Frontage | Min. Front Yard | Max. Front Yard  | Min. Interior Side Yard | Min. Flankage Yard                           | Min. Depth | Min. Rear Yard       | Min. Amenity Area           | Min. Front Land-scaped Open Space | Min. Height | Max. Building Height |
|----------------------------|---------------|-------------------|-----------------|------------------|-------------------------|--|------------|----------------------|-----------------------------|-----------------------------------|-------------|----------------------|
| Apartment building         | NR            | 45 m              | 2 m             | 4.5 m<br>(1),(2) | 6.0 m <sup>(2)</sup>    | 2 m min /<br>4.5 m<br>max <sup>(1),(2)</sup> | 45 m       | 7.5 m <sup>(2)</sup> | NR                          | NR                                | 20 m        | 63 m                 |
| Multiple attached building | NR            | 45 m              | 3.0 m           | 4.5 m            | 0.9 m                   | 2.4 m min                                    | NR         | 6 m                  | 11 m <sup>2</sup> /<br>unit | 40%                               | NR          | 16 m                 |
| Block Townhouse Building   | NR            | 45 m              | 3.0 m           | 4.5 m            | 1.2 m                   | 2.4 m  | NR         | 6 m                  | NR                          | 25% <sup>(3)</sup>                | NR          | 10.5 m               |

Notes:

NR = No Requirement

1. 25 percent of the *building* facing the *street* can have a greater *yard*.
2. Except that for an underground garage the minimum *setback* is 0 metres.
3. Front *landscaped open space* shall be measured from the *front wall* of the *building* to the edge of the *private street*.

#### 4.9.2 Additional Provisions

- a) Despite any *front yard* or *flankage yard* requirement, on a *corner lot*, the minimum *front yard* or *flankage yard* to a *corner rounding* for any *multiple attached building* or *block townhouse building* shall be 1.75 metres. Where applicable, the requirements of Section 2.16, 2.17 and 2.18 shall continue to apply.

#### 4.9.3 Additional Apartment Provisions

- a) The minimum net density shall be 140 units per hectare.
- b) The maximum net density shall be 250 units per hectare.
- c) Minimum *balcony* depth: 1.5 metres
- d) Minimum *ground floor height* where *ground floor* commercial uses are provided: 4.5 metres (floor to floor)
- e) Maximum *building* width: 60 metres
- f) *Buildings* taller than 12 *storeys* shall have a *podium* and a *tower* component to the *building*, which shall meet the following requirements:
  - i) The minimum *height* of a *podium*: 3 *storeys* / 10.5 metres
  - ii) The maximum *height* of a *podium*: 5 *storeys* / 16.0 metres
  - iii) Minimum *setback* from a *podium* to a *tower*: 5.0 metres
  - iv) Maximum *tower floor plate*: 800 square metres
- g) For *buildings* 12 *storeys* and less, a minimum *pedestrian perception step-back* of 1.5 metres shall be required between the 4<sup>th</sup> *storey* and the 8<sup>th</sup> *storey*. An additional *pedestrian perception step-back* of 1.5 metres shall be required above the 8<sup>th</sup> *storey* between 80 percent and 90 percent of the *building height*.
- h) Where the *rear yard* or *side yard* of a *lot* containing an *apartment building* abuts a *lot* in the Low Density or Medium Density zone, the *building height* above 12.0 metres shall be limited by a 45-degree *angular plane* measured from a *height* of 12.0 metres at the 7.5 metre *setback* from adjoining Low Density or Medium Density Zones.

4.10 Exceptions

The following Table 10 establishes the permitted use exceptions that apply to the Residential Zones.

Table 10: Permitted Use Exceptions

| Zone | # | Address   | Additional<br>Uses Permitted | Sole<br>Permitted<br>Uses | Excluded<br>Uses |
|------|---|---|------------------------------|---------------------------|------------------|
| LD1  | 1 | Whitevale Road frontage, west of Sideline 26<br>SP-2009-01, Lots 137 and 138<br>SP-2009-05, Lots 249-251 and Lots 259-262<br>SP-2009-07, Lots 1-8, Lots 210-213 and Lot 215 |                              | Detached dwelling         |                  |

The following Table 11 establishes the Lot and Building and Structure exceptions that apply to the Residential Zones.

Table 11: Lot and Building and Structure Exceptions

| Zone | # | Address   | Description of Special Provision   |
|------|---|---|--|
| LD1  | 1 | Whitevale Road frontage, west of Sideline 26<br>SP-2009-01, Lots 137 and 138<br>SP-2009-05, Lots 249-251 and Lots 259-262<br>SP-2009-07, Lots 1-8, Lots 210-213 and Lot 215 | Minimum <i>lot frontage</i> : 16.0 m.<br>Minimum <i>lot area</i> : 430 sq. m.<br>Minimum <i>front yard</i> where a <i>front yard</i> abuts Whitevale Road: 6.0 m.<br>Minimum <i>interior side yard</i> where an <i>interior side yard</i> abuts Whitevale Road: 1.8 m.<br>Minimum <i>flankage yard</i> : 6.0 m.  |
| LD1  | 2 | SP-2009-05, Street K, east of Sideline 28, Lots 233-235   | Minimum <i>rear yard</i> : 7.5 m.  |
| LD1  | 3 | SP-2008-11, Street S and N, Lots 313-316 and Lots 384-387   | The <i>lot line</i> facing the OS zone shall be deemed to be the <i>front lot line</i> .<br>The <i>primary entrance door</i> shall face the <i>front lot line</i> .<br>The zone standards in Table 3 shall apply as if the <i>lots</i> were <i>through lots</i> .<br>For detached <i>private garages</i> , the <i>private garage</i> and <i>driveway</i> requirements of Section 2.16 would apply as if the <i>lots</i> were <i>through lots</i> . |

| Zone  | # | Address   | Description of Special Provision   |
|-------|---|---|--|
| LD1   | 4 | SP-2009-01, Whitevale Road, east of Sideline 26, Lots 303 and 304   | Minimum <i>lot frontage</i> : 22.0 m.<br>Minimum front yard for Lot 303: 10.0 m.   |
| LD1   | 5 | SP-2008-12, Whitevale Road, east of Street P, Lots 121-125)   | Minimum setback for <i>private garages</i> and <i>coach houses</i> from Whitevale Road: 6.0 m.   |
| LD1   | 6 | SP-2009-02, Street 3, Lot 38<br>SP-2009-03, Street 2, Lot 28  | Minimum <i>rear yard</i> : 1.2 m.<br>Minimum <i>interior side yard</i> : 1.2 m. and 6.0 m.   |
| LD2   | 1 | SP-2009-13, Street 3, Blocks 36 and 37, Street 11, Blocks 33, 34 and 35 and Street 13, Block 38 where they abut the Trans-northern pipeline | Any building, porch or deck shall have a minimum 5.0 m. setback from the lot line abutting the UT zone.  |
| LD2-M | 1 | SP-2009-01, Sideline 26/ Whites Road, Blocks 229 to 236   | Minimum <i>lot frontage</i> : 4.0 m.<br>Minimum <i>amenity area</i> : 9 m <sup>2</sup><br>Minimum <i>lot area</i> : 100 m <sup>2</sup>   |
| LD2-M | 2 | SP-2009-01, Sideline 26/ Whites Road, Block 375   | For attached <i>private garages</i> accessed by a <i>lane</i> , the wall of the <i>private garage</i> facing the <i>lane</i> is located no further than 12.0 metres from the <i>rear lot line</i> .  |
| LD2-M | 3 | SP-2009-01, Street 10, Blocks 369 and 370   | Minimum <i>lot frontage</i> : 4.0 m.<br>Minimum <i>amenity area</i> : 9 m <sup>2</sup><br>Minimum <i>lot area</i> : 100 m <sup>2</sup><br>The <i>lot line</i> facing the OS zone shall be deemed to be the <i>front lot line</i> .<br>The <i>primary entrance door</i> shall face the <i>front lot line</i> .<br>The zone standards in Table 3 shall apply as if the <i>lots</i> were <i>through lots</i> .<br>For detached <i>private garages</i> , the <i>private garage</i> and <i>driveway</i> requirements of Section 2.16 would apply as if the <i>lots</i> were <i>through lots</i> . |
| MD-DS | 1 | SP-2009-04, Street 1, Lot 22<br>SP-2009-02, Street 30, Lot 395  | Minimum <i>rear yard</i> : 1.2 m.<br>Minimum <i>interior side yard</i> : 1.2 m. and 6.0 m.   |
| MD-DS | 2 | SP-2015-05 (R)<br>Block 37<br><br>A 05/15 (R)   | Section 4.7, Medium Density – Detached & Semi (MD-DS) Zone Provision.<br><br>A minimum rear yard shall be 4.3 metres for detached dwelling, accessed from a street abutting the front lot line or flankage lot line for lands zoned MD-DS-2.   |



| Zone | # | Address   | Description of Special Provision   |
|------|---|---|--|
| MD-M | 1 | SP-2009-01, Sideline 26/ Whites Road, Blocks 225 to 228, 237 to 240 and 380.<br>SP-2009-02, Sideline 26/ Whites Road, Blocks 1, 2. 10, 11, 291 to 299, 446, 447 | Minimum <i>lot frontage</i> : 4.0 m.<br>Minimum <i>amenity area</i> : 9 m <sup>2</sup><br>Minimum <i>lot area</i> : 100 m <sup>2</sup>   |
| MD-M | 2 | SP-2009-05, Street Q, Block 380<br>SP-2009-06, Street N and Whitevale By-pass, Blocks 365 to 374  | Minimum <i>front yard</i> : 2.4 m.   |
| MD-M | 3 | SP-2009-07, Blocks 216 and 217  | The <i>lot line</i> facing the OS zone shall be deemed to be the <i>front lot line</i> .<br>The <i>primary entrance door</i> shall face the <i>front lot line</i> .<br>The zone standards in Table 8 shall apply as if the <i>lots</i> were <i>through lots</i> .<br>For detached <i>private garages</i> , the <i>private garage</i> and <i>driveway</i> requirements of Section 2.16 would apply as if the <i>lots</i> were <i>through lots</i> .<br>The minimum <i>lot frontage</i> abutting the OS zone for most westerly end <i>lot</i> in Block 216: 2.8 m. |

5.0 Mixed Use Zone Regulation

5.1 Uses Permitted

The following Table 12 establishes the uses permitted in the Mixed Corridor Type 1 (MC1), Mixed Corridor Type 2 (MC2), Mixed Corridor Type 3 (MC3), Minor Commercial Cluster (MCC), Local Node (LN), Community Node (CN) and Community Node – Pedestrian Predominant Area (CN-PP) zones.

Table 12: Permitted Uses in Mixed Use Zones

| Use                                      | Zone |     |     |     |    |    |       |
|--|------|-----|-----|-----|----|----|-------|
|  | MC1  | MC2 | MC3 | MCC | LN | CN | CN-PP |
| Street townhouse dwelling                | *    | *   |     |     |    |    |       |
| Duplex dwelling                          | *    | *   |     |     |    |    |       |
| Multiple attached dwelling               | *    | *   |     |     |    |    |       |
| Block townhouse building                 | *    | *   | *1  |     | *1 | *1 |       |
| Back-to-back townhouse                   | *    | *   | *1  |     | *1 | *1 |       |
| Apartment dwelling                       | *    | *   | *   | *   | *  | *  | *     |
| Live work unit                           |      | *   | *1  | *   | *1 | *1 | *     |
| Additional dwelling unit                 | *    | *   | 3   |     | 3  | 3  |       |
| Nursing Home or Long-Term Care           |      | *   | *   |     | *  | *  |       |
| Retirement home                          |      | *   | *   |     | *  | *  |       |
| Model Home                               | *    | *   | *   | *   | *  | *  |       |
| Commercial uses:                         |      |     |     |     |    |    |       |
| Animal Care Establishment                |      | *   | *   |     | *  | *  | *2    |
| Art Gallery                              |      | *   | *   | *   | *  | *  | *     |
| Assembly, Convention or Conference Halls |      | *   | *   |     |    | *  |       |
| Arena                                    |      | *   | *   |     | *  | *  |       |
| Bake shop                                |      | *   | *   | *   | *  | *  | *     |
| Financial Institution                    |      | *   | *   |     | *  | *  | *     |
| Café / restaurant                        |      | *   | *   | *   | *  | *  | *     |
| Medical office                           |      | *   | *   | *   | *  | *  | *2    |
| Commercial fitness / recreation centre   |      | *   | *   |     | *  | *  | *2    |
| Commercial school                        | *    | *   | *   |     | *  | *  |       |
| Convenience store                        |      | *   | *   | *   | *  | *  | *     |
| Day Care Centre                          | *    | *   | *   | *   | *  | *  | *2    |
| Drive-through facility                   |      | *   | *   |     | *  | *  |       |
| Dry-Cleaner's                            |      | *   | *   | *   | *  | *  | *     |
| Distributing Station                     |      |     |     |     |    |    |       |
| Funeral home                             |      | *   | *   |     | *  | *  |       |
| Gas bar                                  |      | *   | *   |     | *  | *  |       |
| Home improvement centre                  |      |     |     |     |    | *  |       |

| Use                            | Zone |     |     |     |    |    |       |
|--------------------------------|------|-----|-----|-----|----|----|-------|
|                                | MC1  | MC2 | MC3 | MCC | LN | CN | CN-PP |
| Home-based business            | *    | *   |     | *   |    |    |       |
| Hotel                          |      | *   | *   |     |    | *  |       |
| Nightclub                      |      | *   | *   |     | *  | *  | *     |
| Tavern/bar/pub                 |      | *   | *   |     | *  | *  | *     |
| Office                         |      | *   | *   | *   | *  | *  | *2    |
| Personal service Establishment |      | *   | *   | *   | *  | *  | *     |
| Place of amusement             |      | *   | *   |     | *  | *  |       |
| Place of worship               | *    | *   | *   |     | *  | *  |       |
| Private club                   |      | *   | *   |     | *  | *  | *2    |
| Retail store                   |      | *   | *   | *   | *  | *  | *     |
| Service and repair shop        |      | *   | *   |     | *  | *  |       |
| Supermarket                    |      |     | *   |     | *  | *  |       |
| Vehicle dealership             |      | *   | *   |     |    |    |       |
| Vehicle Repair Shop            |      | *   | *   |     |    |    |       |
| Veterinary clinic              |      | *   | *   |     | *  | *  | *2    |

Notes:

- 1. In combination with an *apartment dwelling* on the same site.
- 2. Not permitted on the *ground floor*.
- 3. Permitted within a block townhouse dwelling unit and an accessory building on the same lot in accordance with 2.13.

5.1.2 Additional Use Provisions

- a) Within a MC2, MC3, LN or CN zone, a *drive-through facility* and associated *stacking lanes* shall not be permitted between a *building* and a *street line* for any *building* located within 15.0 metres of a *street*.
- b) A car washing establishment shall only be permitted by site-specific by-law.

5.2 Mixed Corridor Type 1 (MC1) Zone Provisions

5.2.1 Lot and Building Requirements by Building Type

The following Table 13 establishes the zone standards that apply to the Mixed Corridor Type 1 (MC1) zone.

Table 13: Mixed Corridor Type 1 (MC1) Zone Standards

| Building Type  | Min. Lot Area      | Min. Lot Frontage | Min. Front Yard      | Max. Front Yard | Min. Interior Side Yard | Min. Flankage Yard | Min. Rear Yard              | Min. Amenity Area            | Min. Front Land-scaped Open Space | Max. Building Height |
|--|--------------------|-------------------|----------------------|-----------------|-------------------------|--------------------|-----------------------------|------------------------------|-----------------------------------|----------------------|
| <b>Street townhouse dwelling</b>                                   |                    |                   |                      |                 |                         |                    |                             |                              |                                   |                      |
| with integrated private garage facing the front lot line           | 150 m <sup>2</sup> | 6 m / unit        | 3.0 m <sup>(5)</sup> | NR              | 0.9 m for end unit      | 2.4 m              | 6 m / 5 m adjacent NHS zone | NR                           | 25%                               | 12.5 m               |
| with detached private garage accessed from a lane <sup>(6)</sup>   | 135 m <sup>2</sup> | 5 m / unit        | 3.0 m                | 4.5 m           | 0.9 m for end unit      | 2.4 m              | NR                          | 25 m <sup>2</sup> (1) / unit | 50%                               | 12.5 m               |
| with integrated private garage accessed from a lane <sup>(6)</sup> | 110 m <sup>2</sup> | 5 m / unit        | 3.0 m                | 4.5 m           | 0.9 m for end unit      | 2.4 m              | NR                          | 11 m <sup>2</sup> / unit     | 50%                               | 12.5 m               |
| <b>Duplex dwelling</b>   | 300 m <sup>2</sup> | 12 m              | 3.0 m                | 4.5             | 3 m & 0.6 m             | 2.4 m              | 6 m / 5 m adjacent NHS zone | NR                           | 35%                               | 12.5 m               |
| <b>Multiple attached building</b>                                  | 450 m <sup>2</sup> | 27 m              | 3.0 m                | 4.5             | 0.9 m                   | 2.4 m              | NR                          | 11 m <sup>2</sup> / unit     | 40%                               | 16 m                 |
| <b>Back to back townhouse dwelling</b>                             | 70 m <sup>2</sup>  | 5.5 / unit        | 3.0 m <sup>(5)</sup> | NR              | 0.9 m for end unit      | 2.4 m              | NR                          | 11 m <sup>2</sup> / unit     | 22%                               | 12.5 m               |

| <b>Building Type</b>  | <b>Min. Lot Area</b> | <b>Min. Lot Frontage</b> | <b>Min. Front Yard</b> | <b>Max. Front Yard</b> | <b>Min. Interior Side Yard</b> | <b>Min. Flankage Yard</b>                  | <b>Min. Rear Yard</b> | <b>Min. Amenity Area</b> | <b>Min. Front Land-scaped Open Space</b> | <b>Max. Building Height</b>    |
|---|----------------------|--------------------------|------------------------|------------------------|--------------------------------|--|-----------------------|--------------------------|--|--------------------------------|
| <b><i>Apartment building / Nursing Home or Long-Term Care</i></b> | NR                   | 45 m                     | 0 m                    | 4.5 m<br>(2),(3)       | 6.0 m <sup>(3)</sup>           | 0 m min /<br>2 m <sup>(2),(3)</sup><br>max | 7.5 m <sup>(3)</sup>  | NR                       | NR                                       | 10.5 m<br>min /<br>20 m<br>max |
| <b><i>Block Townhouse Building</i></b>                            | NR                   | 50 m                     | 3.0 m                  | 5.5 m                  | 1.2 m                          | 2.4 m                                      | 6 m                   | NR                       | 25% <sup>(4)</sup>                       | 10.5 m                         |

**Notes:**

NR = No Requirement

1. With a minimum 5.0 metre separation between garage and dwelling.
2. 25 percent of the *building* facing the *street* can have a greater yard.
3. Except that for an underground garage the minimum setback is 0 metres.
4. Front *landscaped open space* shall be measured from the *front wall* of the *building* to the edge of the *private street*.
5. The *front yard* setback of a *private garage* shall meet the requirements of Section 2.19 a).
6. Or accessed from a *street* abutting the *rear lot line* on a *through lot*.



**5.2.2 Additional Provisions**

- a) Minimum depth of a *lot* for *back-to-back townhouse dwellings* shall be 13.0 metres.
- b) Maximum number of *street townhouse dwellings* in a *street townhouse building* shall be 8.
- c) Maximum number of *back-to-back townhouse dwellings* in a *back-to-back townhouse building* shall be 16.
- d) The minimum separation between *block townhouse buildings* on the same *lot* shall be 1.2 metres for a side wall to side wall condition, 12.0 metres for a rear wall to rear wall condition, and 13.5 metres for a front wall to front wall condition.
- e) No *private streets* shall be permitted between the *front wall* of a *block townhouse building* and a *street*.
- f) *Block townhouse buildings* adjacent to a *street* shall have their *primary entrance doors* oriented to the *street*.
- g) Where a *lot* flanks a *lane*, the larger required minimum *interior side yard* shall abut the *lane*.
- h) Despite any *front yard* or *flankage yard* requirement, on a *corner lot*, the minimum *front yard* or *flankage yard* to a *corner rounding* for any *street townhouse dwelling*, *duplex dwelling*, *multiple attached building*, *back to back townhouse dwelling* or *block townhouse building* shall be 1.75 metres. Where applicable, the requirements of Section 2.16, 2.17 and 2.18 shall continue to apply.

**5.2.3 Additional Apartment Standards**

- a) The minimum net density shall be 40 units per hectare and one *FSI*.
- b) The maximum net density shall be 140 units per hectare and up to and including 2.5 *FSI*.
- c) Minimum *balcony* depth: 1.5 metres
- d) Minimum *ground floor height* where *ground floor* commercial uses are provided: 4.5 metres (floor to floor)
- e) Maximum *building* width: 60 metres
- f) A minimum *pedestrian perception step-back* of 1.5 metres shall be required above the 4<sup>th</sup> storey.
- g) Where the *rear yard* or *side yard* of a *lot* containing an apartment *building* abuts a *lot* in the Low Density or Medium Density zone, the *building height* above 12.0 metres shall be limited by a 45-degree *angular plane* measured from a *height* of 12.0 metres at the 7.5 metre *setback* from adjoining Low Density or Medium Density Zones.

5.3 Mixed Corridor Type 2 (MC2) Zone Provisions

5.3.1 Lot and Building Requirements by Building Type

The following Table 14 establishes the zone standards that apply to the Mixed Corridor Type 2 (MC2) zone.

Table 14: Mixed Corridor Type 2 (MC2) Zone Standards

| <i>Building Type</i>   | <i>Min. Lot Area</i> | <i>Min. Lot Frontage</i> | <i>Min. Front Yard</i> | <i>Max. Front Yard</i> | <i>Min. Interior Side Yard</i> | <i>Min. Flankage Yard</i> | <i>Min. Rear Yard</i>          | <i>Min. Amenity Area</i>     | <i>Min. Front Land-scaped Open Space</i> | <i>Max. Building Height</i> |
|--|----------------------|--------------------------|------------------------|------------------------|--------------------------------|---------------------------|--------------------------------|------------------------------|--|-----------------------------|
| <b><i>Street townhouse dwelling</i></b>                                  |                      |                          |                        |                        |                                |                           |                                |                              |  |                             |
| <i>with integrated private garage facing the front lot line</i>          | 150 m <sup>2</sup>   | 6 m / unit               | 3.0 m <sup>(6)</sup>   | NR                     | 0.9 m for end unit             | 2.4 m                     | 6 m / 5 m adjacent to NHS zone | NR                           | 25%                                      | 12.5 m                      |
| <i>with detached private garage accessed from a lane<sup>(7)</sup></i>   | 125 m <sup>2</sup>   | 5 m / unit               | 3.0 m                  | 4.5 m                  | 0.9 m for end unit             | 2.4 m                     | NR                             | 25 m <sup>2</sup> (1) / unit | 50%                                      | 12.5 m                      |
| <i>with integrated private garage accessed from a lane<sup>(7)</sup></i> | 100 m <sup>2</sup>   | 4 m / unit               | 3.0 m                  | 4.5 m                  | 0.9 m for end unit             | 2.4 m                     | NR                             | 9 m <sup>2</sup> / unit      | 50%                                      | 12.5 m                      |
| <b><i>Duplex dwelling</i></b>  | 300 m <sup>2</sup>   | 12 m                     | 3.0 m                  | 4.5                    | 3 m & 0.6 m                    | 2.4 m                     | 6 m / 5 m adjacent to NHS zone | NR                           | 35%                                      | 12.5 m                      |
| <b><i>Multiple attached building</i></b>                                 | 450 m <sup>2</sup>   | 27 m                     | 3.0 m                  | 4.5                    | 0.9 m                          | 2.4 m                     | NR                             | 11 m <sup>2</sup> / unit     | 40%                                      | 16 m                        |
| <b><i>Back to back townhouse dwelling</i></b>                            | 65 m <sup>2</sup>    | 5 m / unit               | 3.0 m <sup>(6)</sup>   | NR                     | 0.9 m for end unit             | 2.4 m                     | NR                             | 11 m <sup>2</sup> / unit     | 22%                                      | 12.5 m                      |

| <b>Building Type</b>   | <b>Min. Lot Area</b> | <b>Min. Lot Frontage</b> | <b>Min. Front Yard</b> | <b>Max. Front Yard</b> | <b>Min. Interior Side Yard</b> | <b>Min. Flankage Yard</b>          | <b>Min. Rear Yard</b> | <b>Min. Amenity Area</b> | <b>Min. Front Land-scaped Open Space</b> | <b>Max. Building Height</b> |
|--|----------------------|--------------------------|------------------------|------------------------|--------------------------------|------------------------------------|-----------------------|--------------------------|--|-----------------------------|
| <b>Live work unit</b>  | 125 m <sup>2</sup>   | 5 m / unit               | 0 m                    | 3.0 m                  | 0.9 m for end unit             | 2 m                                | NR                    | 25 m <sup>2</sup> / unit | NR                                       | 9m min / 12.5 m max         |
| <b>Apartment building / Nursing Home or Long-Term Care / Retirement home</b> | NR                   | 45 m                     | 0 m                    | 3.0m <sup>(2)(3)</sup> | 6.0 m <sup>(3)</sup>           | 0 m min/ 2 m <sup>(2)(3)</sup> max | 7.5 m <sup>(3)</sup>  | NR                       | NR                                       | 20 m min / 63 m max         |
| <b>Building with sole retail / commercial uses</b>                           |                      | 30 m                     | 0 m                    | 3.0 m <sup>(2)</sup>   | 0 or 7.5m <sup>(4)</sup>       | 0 m min / 2 m max                  | 9 m                   | NR                       | NR                                       | 5 m min / 63 m max          |
| <b>Block Townhouse Building</b>  | NR                   | 50 m                     | 3.0 m                  | 5.5 m                  | 1.2 m                          | 3.0 m                              | 6 m                   | NR                       | 25% <sup>(5)</sup>                       | 10.5 m                      |

**Notes:**

NR = No Requirement

1. With a minimum 5.0 metre separation between garage and dwelling.
2. 25 percent of the *building* facing the *street* can have a greater yard.
3. Except that for an underground garage the minimum setback is 0 metres.
4. Adjacent to the other commercial uses, the minimum *side yard* shall be 0 metres. Adjacent to residential uses, the minimum *side yard* shall be 7.5 metres.
5. Front *landscaped open space* shall be measured from the *front wall* of the *building* to the edge of the *private street*.
6. The *front yard* setback of a *private garage* shall meet the requirements of Section 2.19 a).
7. Or accessed from a *street* abutting the *rear lot line* on a *through lot*.

**5.3.2 Additional Provisions**

- a) Minimum depth of individual *dwelling units* in a *back-to-back townhouse dwelling*: 13.0 metres
- b) Maximum number of *street townhouse dwellings* in a *street townhouse building* shall be 8.
- c) Maximum number of *back-to-back townhouse dwellings* in a *back-to-back townhouse building* shall be 16.
- d) The minimum separation between *block townhouse buildings* on the same *lot* shall be 1.2 metres for a side wall to side wall condition, 12.0 metres for a rear wall to rear wall condition, and 13.5 metres for a front wall to front wall condition.
- e) No *private streets* shall be permitted between the *front wall* of a *block townhouse building* and a *street*.
- f) *Block townhouse buildings* adjacent to a *street* shall have their *primary entrance doors* oriented to the *street*.
- g) Where a *lot* flanks a *lane*, the larger required minimum *interior side yard* shall abut the *lane*.
- h) Despite any *front yard* or *flankage yard* requirement, on a *corner lot*, the minimum *front yard* or *flankage yard* to a *corner rounding* for any *street townhouse dwelling, duplex dwelling, multiple attached building* or *back to back townhouse dwelling* shall be 1.75 metres. Where applicable, the requirements of Section 2.16, 2.17 and 2.18 shall continue to apply.
- i) Despite any *flankage yard* requirement, on a *corner lot*, the minimum *flankage yard* to a *corner rounding* for any *live work unit* shall be 1.5 metres. Where applicable, the requirements of Section 2.16, 2.17 and 2.18 shall continue to apply.
- j) Despite any *front yard* or *flankage yard* requirement, on a *corner lot*, the minimum *front yard* or *flankage yard* to a *corner rounding* for any *block townhouse building* shall be 1.75 metres at the front of a lot and 2.0 metres at the flankage of a lot. Where applicable, the requirements of Section 2.16, 2.17 and 2.18 shall continue to apply.

**5.3.3 Additional Apartment Provisions**

- a) The minimum net density shall be 60 units per hectare and one *FSI*.
- b) The maximum net density shall be 180 units per hectare and up to and including 2.5 *FSI*.
- c) Minimum *balcony* depth: 1.5 metres
- d) Minimum *ground floor height* where *ground floor* commercial uses are provided: 4.5 metres (floor to floor)
- e) Maximum *building* width: 60 metres
- f) *Buildings* taller than 12 *storeys* shall have a *podium* and a *tower* component to the *building*, which shall meet the following requirements:

- i) The minimum *Height of a podium*: 3 storeys / 10.5 metres
- ii) The maximum *Height of a podium*: 5 storeys / 16.0 metres
- iii) Minimum *setback* from a *podium* to a *tower*: 5.0 metres
- iv) Maximum *floor plate* within a *tower*: 800 square metres
- g) For *buildings* 12 storeys and less, a minimum *pedestrian perception step-back* of 1.5 metres shall be required above the 4<sup>th</sup> storey and below the 8<sup>th</sup> storey. An additional *pedestrian perception step-back* of 1.5 metres shall be required above the 8<sup>th</sup> storey between 80 percent and 90 percent of the *building height*.
- h) Where the *rear yard* or *side yard* of the apartment site abuts a property in the Low Density or Medium Density zone, the *building height* above 12.0 metres shall be limited by a 45-degree *angular plane* measured from a *height* of 12.0 metres at the 7.5 metre *setback* from adjoining Low Density or Medium Density Zones.

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**5.3.4 Additional Commercial Building Provisions**

- a) In no case shall parking be permitted between a *building* and the *front lot line*.
- b) *Parking lots* abutting a *street* shall incorporate a 2.5 metre *landscape strip* between the *parking lot* and the *street line*.
- c) A *primary entrance door* open to the public shall be incorporated into the *front wall* of the *building* facing the *front lot line*.
- d) The maximum elevation of the *ground floor* above *grade* at the *primary entrance door* shall be 0.6 metres.
- e) The minimum *ground floor area* for a *retail/commercial unit* within a *live work unit* shall be 70 square metres.
- f) The maximum *gross leasable area* for a *retail/ commercial unit* within a *building* with sole retail /commercial uses shall be 4,000 square metres.

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5.4 Mixed Corridor Type 3 – Gateway Sites (MC3) Zone Provisions

5.4.1 Lot and Building Requirements by Building Type

The following Table 15 establishes the zone standards that apply to the Mixed Corridor Type 3 – Gateway Sites (MC3) zone.

Table 15: Mixed Corridor Type 3 – Gateway Sites (MC3) Zone Standards

| Building Type   | Min. Lot Area | Min. Lot Frontage | Min. Front Yard | Max. Front Yard    | Min. Interior Side Yard  | Min. Flankage Yard               | Min. Lot Depth | Min. Rear Yard       | Building Height     |
|---|---------------|-------------------|-----------------|--------------------|--------------------------|----------------------------------|----------------|----------------------|---------------------|
| Apartment building / Nursing Home or Long-Term Care / Retirement home | NR            | 45 m              | 0 m             | 3 m <sup>(1)</sup> | 6.0 m <sup>(2)</sup>     | 0 m min / 2 m max <sup>(1)</sup> | 45 m           | 7.5 m <sup>(2)</sup> | 20 m min / 63 m max |
| Building with sole retail / commercial uses                           | NR            | 30 m              | 0 m             | 3 m <sup>(1)</sup> | 0 or 7.5m <sup>(3)</sup> | 0 m min / 2 m max <sup>(1)</sup> | NR             | 9 m                  | 5 m min / 63 m max  |

Notes:

NR = No Requirement

- 1. 25 percent of the *building* facing the *street* can have a greater *yard*.
- 2. Except that for an underground garage the minimum *setback* is 0 metres.
- 3. Adjacent to the other commercial uses, the minimum *side yard* shall be 0 metres. Adjacent to residential uses, the minimum *side yard* shall be 7.5 metres.

**5.4.2 Additional Apartment Provisions**

- a) The minimum net density shall be 60 units per hectare and one *FSI*.
- b) The maximum net density shall be 180 units per hectare and up to and including 2.5 *FSI*.
- c) Minimum *balcony* depth: 1.5 metres
- d) Minimum *ground floor height* where *ground floor* commercial uses are provided: 4.5 metres (floor to floor)
- e) Maximum *building* width: 60 metres
- f) *Buildings* taller than 12 *storeys* shall have a *podium* and a *tower* component to the *building*, which shall meet the following requirements:
  - i) The minimum *height* of a *podium*: 3 *storeys* / 10.5 metres
  - ii) The maximum *height* of a *podium*: 5 *storeys* / 16.0 metres
  - iii) Minimum *setback* from a *podium* to a *tower*: 5.0 metres
  - iv) Maximum *floor plate* within a *tower*: 800 square metres
- g) For *buildings* 12 *storeys* and less, a minimum *pedestrian perception step-back* of 1.5 metres shall be required above the 4<sup>th</sup> *storey* and below the 8<sup>th</sup> *storey*. An additional *pedestrian perception step-back* of 1.5 metres shall be required above the 8<sup>th</sup> *storey* between 80 percent and 90 percent of the *building height*.
- h) Where the *rear yard* or *side yard* of a *lot* containing an *apartment building* abuts a *lot* in the Low Density or Medium Density zone, the *building height* above 12.0 metres shall be limited by a 45-degree *angular plane* measured from a *height* of 12.0 metres at the 7.5 metre *setback* from adjoining Low Density or Medium Density Zones.
- i) *Block Townhouse dwellings* and *back to back townhouse dwellings* constructed on a site in conjunction with an *apartment dwelling* shall meet the *setback*, *amenity area*, *landscaped open space* and *height* requirements of the MC2 zone for those *dwelling* types.

**5.4.3 Additional Commercial Building Provisions**

- a) In no case shall parking be permitted between a *building* and the *front lot line*.
- b) *Parking lots* abutting a *street* shall incorporate a 2.5 metre *landscape strip* between the *parking lot* and the *street line*.
- c) A *primary entrance door* open to the public shall be incorporated into the *front wall* of the *building* facing the *front lot line*.
- d) The maximum *gross leasable area* for a *retail/commercial unit* within a building with sole retail /commercial uses shall be 4,000 square metres.

5.5 Minor Commercial Clusters – (MCC) Zone Provisions

5.5.1 Building Types and Related Standards

The following Table 16 establishes the zone standards that apply to the Minor Commercial Clusters (MCC) zone.

Table 16: Minor Commercial Clusters (MCC) Zone Standards

| Building Type                               | Min. Lot Area      | Max. Lot Area | Min. Lot Frontage | Min. Front Yard | Max. Front yard | Min. Interior Side Yard  | Min. Flankage Yard | Min. Rear Yard | Min. Amenity Area | Building Height      |
|---|--------------------|---------------|-------------------|-----------------|-----------------|--------------------------|--------------------|----------------|-------------------|----------------------|
| Live work Unit                              | 110 m <sup>2</sup> | NR            | 6 m / unit        | 0 m             | 3 m             | 0.9 m at building end    | 2 m                | NR             | 11 m <sup>2</sup> | 9 m min / 12.5 m max |
| Building with sole retail / commercial uses | NR                 | NR            | 30 m              | 0 m             | 3 m             | 0 or 7.5m <sup>(1)</sup> | 0 m min / 2 m max  | 9 m            | NR                | 5 m min / 12.5 m max |

Notes:

NR = No Requirement

1. Adjacent to the other commercial uses, the minimum side yard shall be 0 metres. Adjacent to residential uses, the minimum side yard shall be 7.5 metres.

5.5.2 Additional Provisions

- a) In no case shall parking be permitted between a building and the front lot line.
- b) Parking lots abutting a street shall incorporate a 2.5 metre landscape strip between the parking lot and the street line.
- c) A primary entrance door open to the public shall be incorporated into the front wall of the building facing the front lot line.
- d) The minimum ground floor area for an individual retail/commercial unit in a live work unit shall be 50 square metres, and the maximum ground floor area for an individual retail/commercial unit shall be 200 square metres.

- e) The minimum *gross leasable area* for an individual *retail/commercial unit* in a *building* with sole retail /commercial uses shall be 70 square metres, and the maximum *gross leasable area* for an individual *retail/commercial unit* shall be 200 square metres.
- f) The maximum elevation of the *ground floor* above *grade* at the *primary entrance door* shall be 0.6 metres.
- g) Despite any *flankage yard* requirement, on a *corner lot*, the minimum *flankage yard* to a *corner rounding* for any *live work unit* shall be 1.5 metres. Where applicable, the requirements of Section 2.16, 2.17 and 2.18 shall continue to apply.

5.6 Local Node (LN) and Community Node (CN) – Zone Provisions

5.6.1 Building Types and Related Standards

The following Table 17 establishes the zone standards that apply to the Local Node (LN) and Community Node (CN) zones.

Table 17: Local Node (LN) and Community Node (CN) Zone Standards

| <i>Building Type</i>   | <i>Min. Lot Area</i> | <i>Min. Lot Frontage</i> | <i>Min. Front Yard</i> | <i>Max. Front Yard</i> | <i>Min. Interior Side Yard</i> | <i>Min. Flankage Yard</i> | <i>Min. Lot Depth</i> | <i>Min. Rear Yard</i> | <i>Building Height</i> |
|--|----------------------|--------------------------|------------------------|------------------------|--------------------------------|---------------------------|-----------------------|-----------------------|------------------------|
| <i>Apartment building / Nursing Home or Long-term Care/Retirement home</i> | NR                   | 45 m                     | 0 m                    | 3 m <sup>(3)</sup>     | 6.0 m <sup>(1)</sup>           | 0 m min / 2 m max         | 45 m                  | 7.5 m <sup>(1)</sup>  | 20 m min / 63 m max    |
| <i>Building with sole retail / commercial uses</i>                         | NR                   | 30 m                     | 0 m                    | 3 m <sup>(3)</sup>     | 0 or 7.5m <sup>(1),(2)</sup>   | 0 m min / 2 m max         | NR                    | 9 m                   | 5 m min / 63 m max     |

Notes:

NR = No Requirement

1. Except that for an underground garage the minimum *setback* is 0 metres.
2. Adjacent to the other commercial uses, the minimum *side yard* shall be 0 metres. Adjacent to residential uses, the minimum *side yard* shall be 7.5 metres.
3. The maximum *front yard setback* applies to all *buildings* located within 30.0 metres of an adjacent *arterial road*, and for such *buildings*, the maximum *front yard setback* applies to 75 percent of the *front wall*; 25 percent of each *front wall* can have a greater *front yard setback*.



**5.6.2 Additional Apartment Provisions**

- a) The minimum net density shall be 80 units per hectare
- b) The maximum net density shall be 140 units per hectare and up to and including 2.5 FSI.
- c) Minimum *balcony* depth: 1.5 metres
- d) Minimum *ground floor height* where *ground floor* commercial uses are provided: 4.5 metres (floor to floor)
- e) Maximum *building* width: 60 metres
- f) *Buildings* taller than 12 *storeys* shall have a *podium* and a *tower* component to the *building*, which shall meet the following requirements:
  - i) The minimum *height* of a *podium*: 3 *storeys* / 10.5 metres
  - ii) The maximum *height* of a *podium*: 5 *storeys* / 16.0 metres
  - iii) Minimum *setback* from a *podium* to a *tower*: 5.0 metres
  - iv) Maximum *floor plate* within a *tower*: 800 square metres
- g) For *buildings* 12 *storeys* and less, a minimum *pedestrian perception step-back* of 1.5 metre shall be required above the 4<sup>th</sup> *storey* and below the 8<sup>th</sup> *storey*. An additional *pedestrian perception step-back* of 1.5 metres shall be required above the 8<sup>th</sup> *storey* between 80 percent and 90 percent of the *building height*.
- h) Where the *rear yard* or *side yard* of a *lot* containing an *apartment building* abuts a *lot* in the Low Density or Medium Density zone, the *building height* above 12.0 metres shall be limited by a 45-degree *angular plane* measured from a *height* of 12.0 metres at the 7.5 metre *setback* from adjoining Low Density or Medium Density Zones.
- i) *Block Townhouse dwellings* and *back to back townhouse dwellings* constructed on a site in conjunction with an *apartment dwelling* shall meet the *setback*, *amenity area*, *landscaped open space* and *height* requirements of the MC2 zone for those *dwelling* types.

**5.6.3 Additional Commercial Provisions**

- a) *Parking lots* abutting a *street* shall incorporate a 2.5 metre *landscape strip* between the *parking lot* and the *street line*.
- b) A *primary entrance door* open to the public shall be incorporated into the *front wall* of all *buildings* facing the *front lot line* or alternatively on a side wall within 3.0 metres of the *front wall*.
  - i) For the Community Node Zone on Taunton Road, Taunton Road shall be deemed to be the front lot line;
  - ii) For the Community Node Zone at Sideline 26/Whites Road and the Whitevale Road By-pass, the Whitevale By-pass shall be deemed to be the front lot line; and
  - iii) For the Community Node Zone at Sideline 22 and the Whitevale Road By-pass, the Whitevale Road By-pass shall be deemed to be the front lot line.

- c) Within a Community Node (CN) zone and any adjacent CN-PP zone, the total *gross leasable area* on the *ground floor* of all *buildings* within the two zones that are available for the retailing of goods and services shall not exceed 20,000 square metres.
- d) For buildings under 4,000 square metres, at least 60 percent of the surface area of each wall facing and located within 30.0 metres of an adjacent *arterial road* shall be comprised of *openings*. For buildings 4,000 square metres, and larger, at least 40 percent of the surface area of each wall facing and located within 30.0 metres of an adjacent *arterial road* shall be comprised of *openings*. This provision only applies to that proportion of the wall that is within 3.0 metres of *established grade*.
- e) A minimum of 40 percent of the *street line* abutting an adjacent *arterial road* shall be the location of a *front wall* that is set back no further than 3.0 metres from the *street line*. The minimum requirement shall be deemed to be met when it is shown on an approved site plan.

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5.7 Community Node – Pedestrian Predominant Area (CN-PP) – Zone Provisions

5.7.1 Building Types and Related Standards

The following Table 18 establishes the zone standards that apply to the Community Node – Pedestrian Predominant Area (CN-PP) zone.

Table 18: Community Node – Pedestrian Predominant Area (CN-PP) Zone Standards

| <i>Building Type</i>                               | <i>Min. Lot Area</i> | <i>Min. Lot Frontage</i> | <i>Min. Front Yard</i> | <i>Max. Front Yard</i> | <i>Min. Interior Side Yard</i> | <i>Min. Flankage Yard</i>        | <i>Min. Lot Depth</i> | <i>Min. Rear Yard</i>          | <i>Building Height</i> |
|--|----------------------|--------------------------|------------------------|------------------------|--------------------------------|----------------------------------|-----------------------|--------------------------------|------------------------|
| <i>Apartment building</i>                          | NR                   | 45 m                     | 0 m                    | 3 m <sup>(1)</sup>     | 6.0 m <sup>(2)</sup>           | 0 m min / 2 m max <sup>(1)</sup> | 45 m                  | 7.5 m <sup>(2)</sup>           | 20 m min / 63 m max    |
| <i>Live work unit</i>                              | 125 m                | 5 m / unit               | 0 m                    | 3 m                    | 0.9 m at building end          | 2 m                              | NR                    | 25 m <sup>2</sup> amenity area | 12.5 m max             |
| <i>Building with sole retail / commercial uses</i> | NR                   | 30 m                     | 0 m                    | 3 m <sup>(1)</sup>     | 0 or 7.5m <sup>(3)</sup>       | 0 m min / 2 m max <sup>(1)</sup> | NR                    | 9 m                            | 7.5 m min / 63 m max   |

Notes:

NR = No Requirement

- 1. For 75 percent of the *building* facing the *street*, 25 percent can have a greater *yard*.
- 2. Except that for an underground garage the minimum *setback* is 0 metres.
- 3. Adjacent to the other commercial uses, the minimum *side yard* shall be 0 metres. Adjacent to residential uses, the minimum *side yard* shall be 7.5 metres.

**5.7.2 Additional Provisions**

- a) Despite any *flankage yard* requirement, on a *corner lot*, the minimum *flankage yard* to a *corner rounding* for any *live work unit* shall be 1.5 metres. Where applicable, the requirements of Section 2.16, 2.17 and 2.18 shall continue to apply.

**5.7.3 Additional Apartment Provisions**

- a) The minimum net density shall be 80 units per hectare
- b) The maximum net density shall be 140 units per hectare and up to and including 2.5 FSI.
- c) Minimum *balcony* depth: 1.5 metres
- d) Minimum *ground floor height*: 4.5 metres (floor to floor)
- e) Maximum *building* width: 60 metres
- f) *Buildings* taller than 12 *storeys* shall have a *podium* and a *tower* component to the *building*, which shall meet the following requirements:
  - i) The minimum *height* of a *podium*: 3 *storeys* / 10.5 metres
  - ii) The maximum *height* of a *podium*: 5 *storeys* / 16.0 metres
  - iii) Minimum *setback* from a *podium* to a *tower*: 5.0 metres
  - iv) Maximum *floor plate* within a *tower*: 800 square metres
- g) For *buildings* 12 *storeys* and less, a minimum *pedestrian perception step-back* of 1.5 metres shall be required above the 4<sup>th</sup> *storey* and below the 8<sup>th</sup> *storey*. An additional *pedestrian perception step-back* of 1.5 metres shall be required above the 8<sup>th</sup> *storey* between 80 percent and 90 percent of the *building height*.
- h) Where the *rear yard* or *side yard* of a *lot* containing an *apartment building* abuts a *lot* in the Low Density or Medium Density zone, the *building height* above 12.0 metres shall be limited by a 45-degree *angular plane* measured from a *height* of 12.0 metres at the 7.5 metre *setback* from adjoining Low Density or Medium Density Zones.
- i) Residential uses shall be prohibited on the *ground floor* of *apartment dwellings* facing the *street* or the *private street* within the CN-PP Zone.

**5.7.4 Additional Commercial Provisions**

- a) *Parking lots* abutting a *street* shall incorporate a 2.5 metre *landscape strip* between the *parking lot* and the *street line*.
- b) The CN-PP zone shall straddle each side of a *street* or a *private street*. Where the CN-PP Zone does not straddle each side of a *street*, a *private street* shall be provided where:
  - i) the front of all *buildings* or *structures* located within the CN-PP zone, face each other along the *private street* provided, however, that *buildings* located on corners may front on two intersecting *streets/private streets*.

- ii) *buildings* shall be separated by a minimum 17.0 metres and a maximum of 20.0 metres to accommodate pedestrian sidewalks, two through *lanes* of traffic and parking parallel to the traffic *lanes*.
- iii) pedestrian sidewalks on each side of the *private street* shall have a width of at least 3.0 metres.
- c) A *primary entrance door* open to the public shall be incorporated into the *front wall* of the *building* facing the *front lot line* along a *street* or facing the pedestrian sidewalk along a *private street*.
- d) At least 60 percent of the surface area of each wall facing the *street*, or facing the pedestrian sidewalk along a *private street*, shall be comprised of *openings*. This provision only applies to that proportion of the wall that is within 3.0 metres of *established grade*.
- e) A minimum of 75 percent of the *street line* abutting the *street*, or facing the pedestrian sidewalk along a *private street*, shall be the location of a *front wall* that is set back no further than 5.0 metres from the *street line*. The minimum requirement shall be deemed to be met when it is shown on an approved site plan.
- f) The minimum ground floor *area* for a *retail/commercial unit* shall be 70 square metres and the maximum *gross leasable area* for a *retail/commercial unit* shall be 500 square metres.
- g) The width of each individual permitted use facing the *street*, or facing the pedestrian sidewalk along a *private street*, shall not exceed 15.0 metres.
- h) A minimum of 6,000 square metres of *gross leasable area* for the retailing of goods and services shall be provided within the CN-PP zone, except that the CN-PP zone located immediately north and/or south of Taunton Road between Sideline 22 and Sideline 24 shall have a minimum *gross leasable area* for the retailing of goods and services of 7,500 square metres.



5.8 Exceptions

The following Table 19 establishes the permitted use exceptions that apply to the Residential Zones.

Table 19: Permitted Use Exceptions

| Zone | # | Address   | Additional Uses Permitted  | Sole Permitted Uses | Excluded Uses |
|------|---|---|--|---------------------|---------------|
| MC1  | 1 | SP-2009-13, West of Sideline 24, south of the pipeline but excluding the lots fronting onto Sideline 24 | Detached dwelling in accordance with the provisions of the LD2 zone. |                     |               |
| LN   | 1 | SP-2008-12, north of Whitevale Road By-pass, west of Sideline 24, Lot 568                               | Car washing establishment  |                     |               |

The following Table 20 establishes the Lot and Building and Structure exceptions that apply to the Mixed Use Zones.

Table 20: Lot and Building and Structure Exceptions

| Zone       | #      | Address   | Description of Special Provision   |
|------------|--------|---|--|
| MC1<br>MC2 | 2<br>1 | SP-2009-13, South of Taunton Road west of Sideline 24, north of the pipeline                    | The minimum number of dwelling units: 267 units  |
| MC2        | 1      | Part of Lots 25 and 26, Concession 3, Now Parts 1 and 2, 40R-24268 and Part of Lot 3, 40R-29614 | <i>Building, Multiple Attached</i> means a <i>building</i> containing three or more <i>dwelling units</i> , and may contain some of the <i>dwelling units</i> accessed directly from the outside.<br><br><i>Building, Block Townhouse or Block Townhouse Building</i> means a <i>building</i> or <i>structure</i> that is vertically and/or horizontally divided into a minimum of three <i>dwelling units</i> , each of which has an independent entrance from <i>grade</i> to the front and rear of the <i>building</i> , and each of which are divided vertically and/or horizontally above <i>grade</i> by a common wall adjoining <i>dwelling units</i> or a <i>private garage</i> above <i>grade</i> and where all dwelling units are located on one lot and accessed from a <i>private street</i> , laneway or common condominium driveway. |

| Zone | # | Address  | Description of Special Provision   |
|------|---|--|--|
|      |   |  | <p><i>Park, Private</i> means an area of land not under the jurisdiction of a public authority that is designed or maintained for active or passive recreational purposes.</p> <p>Minimum number of dwelling units: 74 units.</p> <p>Minimum <i>Front Yard</i>: NR.</p> <p>Maximum <i>Front Yard</i>: 5.5 m.</p> <p>Minimum <i>Rear Yard</i>: NR.</p> <p>Minimum <i>Front Landscaped Open Space</i>: NR.</p> <p>Minimum <i>Park, Private</i>: 95 m<sup>2</sup>.</p> <p>Maximum <i>Building Height</i> for <i>Block, Townhouse Building</i>: 16 m</p> <p>Section 3.5 b) and c) shall not apply.</p> |
| MC1  | 3 | SP-2009-13, Street 2, Blocks 8 and 9 and Street 13, Blocks 38, 39 and 40 where they abut the Trans-northern pipeline           | Maximum encroachment of a porch or deck into the required rear yard shall be 1.0 metre.  |
| MC1  | 4 | SP-2008-05, Sideline 26 / Whites Road, Blocks 165 to 169<br>SP-2008-06, Sideline 26 / Whites Road, Blocks 32 to 35 and 6 to 10 | Minimum <i>lot frontage</i> : 4.0 m.<br>Minimum <i>amenity area</i> : 9 m <sup>2</sup><br>Minimum <i>lot area</i> : 100 m <sup>2</sup>   |
| MC2  | 2 | SP-2008-05, Street 10, Blocks 222-225  | <p>The <i>lot line</i> facing the OS zone shall be deemed to be the <i>front lot line</i>.</p> <p>The <i>primary entrance door</i> shall face the <i>front lot line</i>.</p> <p>The zone standards in Table 14 shall apply as if the <i>lots</i> were <i>through lots</i>.</p> <p>For detached <i>private garages</i>, the <i>private garage</i> and <i>driveway</i> requirements of Section 2.16 would apply as if the <i>lots</i> were <i>through lots</i>.</p>  |
| MC2  | 3 | SP-2009-13, South of Taunton Road, west of Sideline 24, east and west of Street 3, Blocks 5, 6, 12 and 14                      | Minimum <i>lot area</i> : 84 m <sup>2</sup>  |

| Zone | # | Address   | Description of Special Provision  |
|------|---|---|---|
| CN   | 1 | Community Node straddling Taunton Road between Sideline 22 and Sideline 24, SP-2008-07 Blocks 190 - 191 and SP-2009-14 Block 76 | The <i>gross leasable area</i> on the <i>ground floor</i> of all <i>buildings</i> within the Community Node (CN) including any adjacent CN-PP zone shall not exceed 60,000 square metres for the retailing of goods and services. |

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6.0 Employment Area Zone Regulation

6.1 Use Categories Permitted

The following Tables 21 and 22 establish the permitted uses in the Prestige Employment General (PEG), Prestige Employment Node (PEN), Prestige Employment – Heritage Lot (PE-HL) and Employment Service (ES) zones.

- a) The following categories of uses shall be permitted. The list of specific uses after each underlined category are intended as examples only. Other similar uses which may fall under the category will also be permitted.

Table 21: Categories of Uses Permitted in Employment Zones

| Use   | Zone |     |       |    |
|---|------|-----|-------|----|
|   | PEG  | PEN | PE-HL | ES |
| <u>Light manufacturing</u> : such as assembly, processing, packaging and fabricating wholly within an enclosed <i>building</i> .  | *    |     |       |    |
| <u>Food processing</u> : such as bakery, dairy, cannery, distillery, brewery, meat processor.   | *    |     |       |    |
| <u>Business services</u> : such as industrial supply, industrial equipment repair, contractor shop, <i>service and repair shop</i> .  | *    | *   |       |    |
| <u>Graphics and design</u> : such as printing, publishing, graphic design, web design   | *    | *   | *     |    |
| <u>Educational / research</u> : such as community college, university, trade school, training centre, adult education, laboratory and research and development facility.        | *    | *   |       |    |
| <u>Visitor and Convention services</u> : such as <i>hotels, Assembly, Convention or Conference Halls</i>  |      | *   |       |    |
| <u>Data and communications</u> : such as film, radio and television studio, call centre, data centre, programming and software development, phone, phone and internet provider. | *    | *   | *     |    |

- b) The following specific uses shall be permitted in addition to those permitted uses in 6.1 a).

Table 22: Specific Uses Permitted in Employment Zones

| Use  | Zone |      |       |    |
|--|------|------|-------|----|
|  | PEG  | PEN  | PE-HL | ES |
| Office   | *    | *    | *     | *  |
| Commercial Fitness/ Recreation Centre  |      | *(1) |       | *  |
| Medical office   |      | *(1) | *     | *  |
| Restaurant   |      | *(1) | *     | *  |
| Bake shop  |      | *(1) | *     | *  |
| Café   |      | *(1) | *     | *  |
| Personal Service Establishments  |      | *(1) | *     | *  |
| Day Care Centre  |      | *(1) | *     | *  |
| Dry-Cleaner's distributing station   |      | *(1) |       | *  |
| Convenience store  |      | *(1) |       | *  |
| Financial Institution  |      | *(1) |       | *  |
| Gas bar, including an accessory car washing establishment, convenience store and/or café |      |      |       | *  |
| Ancillary retail sales   | *    | *    |       |    |
| Dry-cleaning establishments  | *    |      |       |    |
| Storage and warehousing as an accessory use  | *    |      |       |    |

Notes:

1. Uses are permitted within an office, *hotel* or other similar multi-tenant industrial *building*.

6.2 Use Limitations

- a) Uses permitted in the ES zone shall be clustered on a *lot* with a minimum of 4 retail / commercial units on a *lot*.
- b) ES zones shall abut an *arterial road* and be located within 100 metres of a signalized intersection and a transit stop.
- c) Only one *gas bar* shall be located within 100 metres of a signalized intersection.
- d) For *ancillary retail* sales, up to a maximum of 15 percent of the total *gross leasable floor area* of a use may be used for the display and retail sale of products manufactured, fabricated, processed or assembled on the premises provided the retail sales and display area is separated from the principal industrial use by solid partition walls. The maximum *gross leasable floor area* for *ancillary retail* sales may be increased to 25 percent provided the total *gross leasable floor area* of the use is less than 1,000 square metres.

6.3 Uses Prohibited

The following uses shall be prohibited in the PEG and PEN zones:

- a) *Retail stores*;
- b) Outdoor storage;
- c) *Waste processing station, waste transfer station* and recycling facilities;



- d) Freight transfer, trucking terminals and similar uses;
- e) *Vehicle dealership, vehicle repair shop and automobile body shops;*
- f) *Places of worship;* and
- g) *Elementary schools, secondary schools and private schools.*

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6.4 Employment Zone – Zone Provisions

6.4.1 Lot and Building Requirements

The following Table 23 establishes the zones standards that apply to the Prestige Employment General (PEG), Prestige Employment Node (PEN) and Employment Service (ES) zones.

Table 23: Employment Zone Standards

| Zone | Min./Max. Lot Area | Min. Lot Frontage | Min. Front Yard | Max. Front Yard | Min. Interior Side Yard | Min. Flankage Yard | Min. Rear Yard | Max. Building Height |
|------|--------------------|-------------------|-----------------|-----------------|-------------------------|--------------------|----------------|----------------------|
| PEG  | 0.8 ha / n/a       | 40 m              | 2 m             | 5 m             | 1.5 m                   | 3 m                | 3 m            | 16 m                 |
| PEN  | 0.4 ha / n/a       | 30 m              | 2 m             | 5 m             | 1.5 m                   | 3 m                | 3 m            | 60 m                 |
| ES   | 0.4 ha / 2 ha      | 30 m              | 2 m             | 5 m             | 1.5 m                   | 3 m                | 3 m            | 12.5 m               |

6.4.2 Additional Provisions

- a) Notwithstanding Section 6.4.1, any lot line that abuts Highway 407 shall have a minimum lot line length of 60 metres.
- b) Notwithstanding Section 6.4.1, an interior side yard or rear yard setback abutting a residential zone shall be a minimum of 7.5 metres, 100 percent of which must be landscaped.
- c) In no case shall parking be permitted between a building and the front lot line.
- d) A primary entrance door shall be incorporated into the front wall of the building facing the front lot line.
- e) For lots abutting Highway 407, no building, structure or required parking spaces and aisles shall be permitted within 14.0 metres of the lot line abutting Highway 407.

**6.4.3 Prestige Employment – Heritage Lot “PE-HL” Provisions**

- a) On lands zoned PE-HL, the minimum *lot area* and minimum *lot frontage* shall be the *lot area* and *lot frontage* existing on the date this By-law came into effect.
- b) The minimum *yards* shall be the *yards* existing on the date this By-law came into effect. However, *yards* except the *front yard* may be decreased by 10 percent subject to an approved site plan application.

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6.5 Exceptions

Table 24: Permitted Use Exceptions

| Zone | # | Address   | Additional Uses Permitted  | Sole Permitted Uses | Excluded Uses |
|------|---|---|--|---------------------|---------------|
| PEG  | 1 | Part of Lots 23 and 24, Concession 5, now Part 1, 40R-29998 and Part of Part 7, 40R-25010   | Controlled Open Storage <sup>1</sup><br>Accessory Display <sup>2</sup>   |                     |               |
| PEG  | 2 | SP-2022-02<br>A04/22<br><br>Part Lots 27 and 28, Concession 5<br><br>745 and 815 Highway 7 (south of Highway 7, north of Highway 407, west of Whites Road, and east of NHS) | <ul style="list-style-type: none"><li>Stormwater Management Facility (Private)</li><li>A minimum 5% of the net floor area shall be dedicated for an Office use within a building that contains a Storage and Warehousing use</li><li>A minimum 10% of the total net floor area shall be dedicated for an Office use within all buildings on a lot that includes a Light Manufacturing and/or Food Processing use</li></ul> |                     |               |

- Notes:**
1.

Controlled open storage areas may be permitted if accessory and incidental to a manufacturing/assembly plant as the principle use on the same lot, subject to the following;
- a)

An open storage area shall be permitted only in a rear yard and not closer than 9.0 metres to any street line, provided that such storage area shall be so located that it is not visible from a street along any line that is perpendicular to such street.
- b)

An open storage area shall not extend over more than 15 percent of the lot area and such area shall be exclusive of parking spaces required by Section 3.0 of the By-law, and shall not exceed the ground floor area of buildings upon the lot.
- c)

An open storage area can be used for only:

(i)

the temporary storage of products manufactured, assembled or used on the premises

2. As an accessory use to the manufacturing/assembly plant, limited display of finished products in a visible location may be permitted.
3. The following site-specific exceptions shall apply to the lands zoned PEG-2:
  - a) Despite Section 6.4.1 – Table 23: Employment Zone Standards, a maximum front yard (5m), shall not apply to the lands zone PEG-2.
  - b) Despite Section 6.4.1 – Table 23: Employment Zone Standards, a maximum building height of 18 m, exclusive of mechanical equipment and silos, shall apply to the lands zoned PEG-2.
  - c) Despite Section 6.4.2, Additional Provisions, c) parking shall be permitted between the building and the front lot line on the lands zoned PEG-2.
  - d) Despite Section 6.4.2, Additional Provisions, d) shall not apply to the lands zoned PEG-2.

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7.0 Community Use Zone Regulations

7.1 Uses Permitted

The following Table 24 establishes the uses permitted in the Community Use (CU) zone.

Table 25: Permitted Uses in the Community Use Zone

| Use                               | Zone<br>CU |
|-----------------------------------|------------|
| <i>Arena</i>                      |            |
| <i>Elementary school</i>          | *          |
| <i>Secondary school</i>           | *          |
| <i>Private school</i>             | *          |
| <i>Places of worship</i>          | *          |
| <i>Library</i>                    | *          |
| <i>Community centre</i>           | *          |
| <i>Day Care Centre</i>            | *          |
| <i>Emergency service facility</i> | *          |

7.2 Community Use (CU) Zone – Zone Provisions

7.2.1 Lot and Building Requirements

The following Table 25 establishes the zones standards that apply to the Community Use (CU) zone.

Table 26: Community Use (CU) Zone Standards

| <i>Building Type</i> | <i>Min. Lot Area</i> | <i>Min. Lot Frontage</i> | <i>Min. Front Yard</i> | <i>Max. Front Yard</i>  | <i>Min. Interior Side Yard</i> | <i>Min. Flankage Yard</i> | <i>Min. Rear Yard</i> | <i>Max. Building Height</i> |
|----------------------|----------------------|--------------------------|------------------------|-------------------------|--------------------------------|---------------------------|-----------------------|-----------------------------|
| All uses             | NR                   | 30 m                     | 3 m                    | 4.5 m <sup>(1)(2)</sup> | 1.5 m                          | 3 m                       | 7.5 m                 | See 7.2.2                   |

Notes:

NR = No Requirement

- 1. The maximum *front yard setback* shall not apply to garage bays for emergency *vehicles*.
- 2. 25 percent of the *building* facing the *street* can have a greater *yard*.
- 3. The *maximum front yard* requirement can alternatively apply to the *flankage yard* in which case no maximum front yard would apply.

7.2.2 Height Maximum

- a) The maximum *height* of a *day care centre* shall be 10.5 metres.
- b) The maximum *height* of a *secondary school* and *community centre* shall be 16.0 metres.
- c) The maximum *height* of all other uses shall be 12.5 metres.

7.2.3 Additional Provisions

- a) In no case shall parking be permitted between a *building* and the *front lot line* or alternatively a *flankage lot line* where applicable.
- b) *Parking lots* abutting a *street* shall incorporate a 2.5 metre *landscape strip* between the *parking lot* and the *street line*.
- c) *Parking lots* abutting a residential zone shall be set back 3.0 metres from the *lot line* with an intervening *landscape strip*.
- d) A *primary entrance door* shall be incorporated into the *front wall* of the *building* facing the *front lot line* or alternatively a *flankage lot line* where applicable.
- e) In the case of a *place of worship*, the *gross floor area* devoted to worship must be a minimum of 50 percent of the total *gross floor area* of the *building*.
- f) Where an adjacent zone permits a minimum *front yard* or *flankage yard* of 0 metres, the minimum *front yard* and minimum *flankage yard* shall be 0 metres where the adjacent *flankage yards* or *front yards* are located along the same *street*.
- g) Where the use is adjacent to a *detached, semi-detached, townhouse or multiple attached dwelling*, the minimum *interior side yard* shall be 3.0 metre and shall be increased by 1.0 metre for every metre of *height* in excess of 8.0 metres to a maximum of 7.5 metres.

7.3 Exceptions

The following Table 26 establishes the Lot and Building and Structure exceptions that apply to the Mixed Use Zones.

Table 27: Lot and Building and Structure Exceptions

| Zone | # | Address                                 | Description of Special Provision   |
|------|---|---|--|
| CU   | 1 | Block 615, Plan SP-2008-11, Sideline 24 | The <i>secondary school</i> site shall be exempt from the provisions of Section 7.2.3 (d), which requires a <i>primary entrance door</i> to be incorporated into the <i>front wall</i> of the <i>building</i> facing the <i>front lot line</i> . |

8.0 Natural Heritage and Open Space Zones

8.1 Uses Permitted

The following Table 27 establishes the uses permitted in the District/Community Park (DCP), Open Space (OS), Stormwater Management (SWM), Golf Course (GC), Natural Heritage System (NHS), Cemetery (CE) and Hamlet Heritage Open Space (HHOS) zones.

Table 28: Permitted Uses in Open Space Zones

| Use   | Zone |    |     |    |     |    |      |
|---|------|----|-----|----|-----|----|------|
|   | DCP  | OS | SWM | GC | NHS | CE | HHOS |
| <i>Arena</i>  | *    |    |     |    |     |    |      |
| <i>Community Centre</i>   | *    |    |     |    |     |    |      |
| Community gardens   | *    | *  |     |    | *   |    | *    |
| Library   | *    |    |     |    |     |    |      |
| Outdoor public swimming pool  | *    |    |     |    |     |    |      |
| Outdoor skating rink  | *    |    |     |    |     |    | *    |
| Illuminated play fields / courts  | *    |    |     | *  |     |    | *    |
| Non-illuminated play fields / courts  | *    | *  |     | *  |     |    | *    |
| Passive fringe areas to play fields / courts  | *    | *  |     |    | *   |    | *    |
| Playground  | *    | *  |     | *  | *   |    | *    |
| Picnic area   | *    | *  |     |    | *   |    | *    |
| Unorganized play areas  | *    | *  |     | *  | *   |    | *    |
| Public trails, trailheads, rest areas   | *    | *  | *   |    | *   |    | *    |
| Stormwater management facilities  | *    |    | *   | *  | *   |    | *    |
| <i>Existing detached dwellings</i>  | *    | *  |     |    | *   |    | *    |
| Forest, fish and wildlife management and associated scientific and educational uses |      |    |     |    | *   |    |      |
| <i>Golf Course</i>  |      |    |     | *  |     |    |      |
| <i>Associated parking lots</i>  | *    |    |     | *  |     | *  | *    |
| <i>Cemetery</i>   |      |    |     |    |     | *  |      |
| <i>Place of Worship</i>   |      |    |     |    |     |    | *    |
| Other social and institutional uses   |      |    |     |    |     |    | *    |
| Renewable energy systems  |      |    |     |    |     |    | *    |

8.2 Open Space (OS) Zone – Zone Provisions

8.2.1 Lot and Building Requirements

The following Table 28 establishes the zone standards that apply to the District/Community Park (DCP), Open Space (OS), Stormwater Management (SWM), Golf Course (GC), Natural Heritage System (NHS) and Cemetery (CE) zones.

Table 29: Open Space Zone Standards

| Zone | Min.<br>Front<br>Yard | Max.<br>Front<br>Yard | Min.<br>Interior<br>Side Yard | Min.<br>Flankage<br>Yard | Min.<br>Rear<br>Yard | Max.<br>Coverage |
|------|-----------------------|-----------------------|-------------------------------|--------------------------|----------------------|------------------|
| DCP  | 3 m                   | 6                     | 1.5 m                         | 3 m                      | 7.5 m                | 25%              |
| OS   | 3 m                   | NR                    | 1.5 m                         | 3 m                      | 7.5 m                | 5%               |
| SWMP | NR                    | NR                    | NR                            | NR                       | NR                   | 0%               |
| GC   | 15 m                  | NR                    | 6 m                           | 6 m                      | 15 m                 | NR               |
| NHS  | NR                    | NR                    | NR                            | NR                       | NR                   | NR               |
| CE   | 15 m                  | NR                    | 6 m                           | 6 m                      | 7.5 m                | NR               |
| HHOS | 15 m                  | NR                    | 6 m                           | 6 m                      | 15 m                 | 25%              |

Notes:

NR = No Requirement

8.2.2 Height Maximum

- a) The maximum *height* of a *community centre* shall be 16.0 metres.
- b) The maximum *height* of all other uses shall be 12.5 metres.

8.2.3 Additional Provisions

- a) *Parking lots* abutting a *street* shall incorporate a 2.5 metre *landscape strip* between the *parking lot* and the *street line*.
- b) *Parking lots* abutting a residential zone shall be set back 3.0 metre from the *lot line* with an intervening *landscape strip*.
- c) Expansions to *existing detached dwellings* shall meet the *lot* and *building* requirements of Section 4.2.1.

8.3 Exceptions

The following Table 29 establishes the permitted use exceptions that apply to the Open Space Zones.

Table 30: Permitted Use Exceptions

| Zone | # | Address                          | Additional<br>Uses<br>Permitted | Sole<br>Permitted<br>Uses | Excluded <i>Uses</i>   |
|------|---|----------------------------------|---------------------------------|---------------------------|--|
| OS   | 1 | SP-2009-11,<br>Street 4, Block C |                                 |                           | Grading<br>Infrastructure<br>Utilities<br>Buildings and structures |

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9.0 Utility Zone

9.1 Uses Permitted

The following Table 30 establishes the uses permitted in the Utility (UT) zone.

Table 31: Utility (UT) Zone Standards

| Use   | Permission |
|---|------------|
| Water storage, pumping and/or treatment facilities                                      | *          |
| Sewage pumping and/or treatment facilities  | *          |
| Gas, oil or geothermal pipelines  | *          |
| Transmission and distribution of electric power, excluding generation of electric power | *          |
| Limited access highways, including associated bridges, overpasses and transit corridors | *          |

9.2 Utility Zone – Zone Provisions

9.2.1 Lot and Building Requirements

- a) Buildings shall be in compliance with the most restrictive provisions of any zone(s) adjacent to the Utility (UT) zone.

9.3 Exceptions

## 10.0 Definitions

**“Additional Dwelling Unit”** means a self-contained unit in a detached dwelling, semi-detached dwelling, block townhouse dwelling unit, street townhouse dwelling unit, or in a building accessory to a detached dwelling, semi-detached dwelling, and block townhouse dwelling unit, and street townhouse dwelling unit on the same lot. The additional dwelling unit shall consist of one or more rooms that are designed, occupied or intended for residential occupancy, by one or more persons as an independent and separate residence in which cooking facilities, sleeping facilities, and sanitary facilities are provided for the exclusive use of such person or persons.

**“Accessory”** means a use or building naturally or normally incidental to, subordinate to or exclusively devoted to a principal use or *building* and located on the same *lot* as the principal use or *building*.

**“Adverse effect”** means:

- a) impairment of the quality of the environment for any use that can be made of it;
- b) injury or damage to property or to plant or animal life;
- c) harm or material discomfort to any *person*;
- d) impairment of the health of any *person*;
- e) impairment of the safety of any *person*;
- f) rendering any *lot* unfit for its *existing* or permitted use;
- g) loss of enjoyment of normal use of property; and/or
- h) interference with a residential use or conduct of business.

**“Adult Entertainment Establishment”** means any premises or part thereof used in the pursuance of a business, if:

- i. entertainment or services that are designed to appeal to exotic or sexual appetites are offered or provided in the premises or part of the premises, and without limiting the generality of the foregoing, includes services or entertainment in which a principal feature or characteristic is nudity or partial nudity of any *person*; or
- ii. body rubs, including the kneading, manipulating, rubbing, massaging, touching or stimulating by any means of a *person*'s body are performed, offered or solicited in the premises or part of the premises, but does not include premises or part or them where body-rubs performed, offered or solicited are for the purpose of medical or therapeutic treatment and are performed or offered by *persons* otherwise duly qualified, licensed or registered to do so under the laws of the Province of Ontario; or
- iii. *adult videos* are sold, rented, or offered or displayed for sale or rental, where the proportion of *adult videos* to other videos exceeds 1:10

**“Adult Video”** means any cinematographic film, videotape, video disc, or other medium designed to produce visual images that may be viewed as moving pictures, classified by the Ontario Film Review Board or any successor agency, as both “restricted” and “adult sex film”, or any similar successor designation.

**“Air Conditioner”** means any mechanical equipment which is required for residential domestic use and which must be installed outdoors including central air conditioning units, heat pumps, heat exchange units, emergency generators and other such equipment.

**“Aisle, Parking Lot”** means an internal roadway immediately adjacent to a *parking space* or *loading space* which provides vehicular access to and from the *parking space* or *loading space*, and is not a *driveway*.

**“Alterations, Structural”** means any change in the supporting members of a *building* and “*structurally altered*” and “*structurally altering*” shall have a corresponding meaning.

**“Amenity Area”** means an outdoor area located anywhere on a *lot*, or the roof of a *parking structure*, *private garage* or any other *building* which includes landscape area, but which may also include areas of decking, decorative paving or other similar surface and includes a *balcony*, porch or deck and which has direct access from the interior of the dwelling unit.

**“Ancillary Retail Sales”** means a retail use which is associated with, but clearly subordinate to, a principal use:

- i. with a maximum *gross leasable area* of 15 percent of the *building*;
- ii. with a maximum *gross leasable area* of 250 square metres per *ancillary retail* use, or service commercial use; and,
- iii. without a separate direct exterior access.

**“Angular Plane”** means an imaginary flat surface projecting over a *lot*, at an inclined angle measure up from the horizontal.

**“Animal Boarding Establishment”** means a *building*, *structure* or part thereof, where dogs and cats and other domesticated animals, excluding *livestock*, are bred, raised, groomed, trained or kept for a fee on a temporary basis and may include outdoor facilities.

**“Animal Care Establishment”** means a *building*, *structure* or part thereof, where dogs and cats and other domesticated animals, excluding *livestock*, are groomed and/or kept for a fee on a daily basis.

**“Arena”** means a *building* or part thereof, in which the principal facilities provide for recreational activities such as curling, skating, hockey, lacrosse, broomball or other similar athletic activities, and which facilities may include dressing rooms, concession booths for the provision of food and refreshments, bleachers, equipment for making artificial ice and other such accessory facilities.

**“Art Gallery”** means a premises where paintings, sculptures, or other works of art are exhibited or sold.

**“Arterial Road”** means a road identified in the Pickering Official Plan as an Arterial Road Type A, B or C.

**“Assembly Hall” or “Convention Hall” or “Conference Hall”** means a *building* or part of a *building* designed or intended to be used for such purposes as civic meetings, educational meetings, political meetings, conventions, conferences, trade shows, recreational activities or social activities and may include ancillary banquet facilities.

**“Automobile Body Shop”** means an establishment engaged in repairing or painting of vehicle bodies.

**“Bake Shop”** means an establishment where baked goods are made and sold to the public.

**“Balcony”** means an attached covered or uncovered platform projecting from the face of an exterior wall, including above a porch, which is only directly accessible from within a *building*, usually surrounded by a balustrade or railing, and does not have direct exterior access to *grade*.

**“Basement”** means that portion of a *building* below the *first storey*, where the finished floor is located below *established grade* and at least half of its height, from finished floor to underside of floor joists of the next above *storey*, is located above the *established grade*.

**“Bay, Bow or Box Window”** means a window that protrudes from the wall of a *dwelling* usually bowed, canted, polygonal, segmental, semicircular or square sided with a window on the front face in plan; one or more *storeys* in height, which may or may not include a foundation and may or may include a widow seat.

**“Bed and Breakfast Establishment”** means the provision of lodging with or without meals for the traveling public within a *detached dwelling*.

**“Block”** means all land fronting on one side of a *street* between the nearest *streets*, intersecting, meeting or crossing said *street*.

**“Building”** means a *structure* occupying an area greater than 10 square metres and consisting of any combination of walls, roof and floor but shall not include a *mobile home*.

**“Building, Apartment”** means a *building* containing more than four *dwelling units* where the units are connected by an interior corridor.

**“Building, Back to Back Townhouse”** means a *building* containing a minimum of 4 *units* that is divided vertically and where each unit is divided by common walls, including a common rear wall without a *rear yard setback*, and whereby each unit has an independent entrance to the unit from the outside accessed through the *front yard* or exterior *side yard*.

**“Building, Block Townhouse or Block Townhouse Building”** means a *building* or *structure* that is vertically divided into a minimum of three *dwelling units*, each of which has an independent entrance from *grade* to the front and rear of the *building*, and each of which are divided vertically above *grade* by a common wall adjoining

*dwelling units* or a *private garage* above *grade* and where all dwelling units are located on one lot and accessed from a *private street*, laneway or common condominium driveway.

**“Building Height”** means the vertical distance between the *established grade*, and in the case of a flat roof, the highest point of the roof surface or parapet wall, or in the case of a mansard roof the deck line, or in the case of a gabled, hip or gambrel roof, the mean *height* level between eaves and ridge. A penthouse, *tower*, cupola, steeple or other roof *structure* which is used only as an ornament upon or to house the mechanical equipment of any *building* shall be excluded in calculating the *height* of such *building*.

**“Building, Multiple Attached”** means a *building* containing three or more *dwelling units*, with the *dwelling units* accessed by one or more common entrances and may contain some of the *dwelling units* accessed directly from the outside.

**“Building, Principal or Main”** means a *building*, which constitutes, by reason of its use, the primary purpose for which the *lot* is used.

**“Building, Street Townhouse or Street Townhouse Building”** means a *building* that is vertically divided into a minimum of three *dwelling units*, each of which has an independent entrance from *grade* to the front and rear of the *building*, and each of which are divided vertically above *grade* by a common wall adjoining *dwelling units* or a *private garage* above *grade* and where each *dwelling unit* is located on an individual *lot*.

**“Café”** means a *restaurant* with a maximum *gross leasable floor area* of 100 square metres and which serves non-alcoholic beverages, snacks and light meals and does not include a *drive-through facility*.

**“Cellar”** means that portion of a *building* below the first *storey*, where the finished floor is located below *established grade* and at least half its height, from finished floor to underside of floor joists of the next above *storey*, is located below the *established grade*.

**“Cemetery”** means the lands used or intended to be used for the interment of human remains.

**“Car Washing Establishment”** means an establishment for washing or cleaning *motor vehicles* for gain.

**“Coach House”** means a detached *building containing a private garage* on the ground floor and an *additional dwelling unit* on the second floor.

**“Commercial Fitness / Recreational Centre”** means a commercial establishment in which indoor fitness and recreational facilities such as bowling alleys, miniature *golf courses*, roller skating rinks, squash courts, swimming pools, exercise classes and other similar indoor recreational facilities are provided and operated for gain or profit, but does not an *arena*, stadium or *place of amusement* or entertainment as defined *herein*.



**“Commercial Vehicle”** means a *motor vehicle* having permanently attached thereto, a truck or delivery body and may include but is not limited to a catering or canteen truck, bus, cube van, tow truck, tilt and load truck, dump truck, tractor trailer, ambulance, hearse, fire apparatus and tractor used for hauling purposes.

**“Community Centre”** means a multi-purpose facility or part of that facility owned and operated by the City of Pickering, which offers a variety of programs and facilities of a recreational, cultural, community service, information or instructional nature.

**“Construction Vehicle”** means a *vehicle* ordinarily used for *building* and construction purposes, such as a dump truck, bulldozer, back-hoe, or grader, and ancillary equipment used thereto.

**“Contractor’s Yard”** means a premises of any general contractor or builder where equipment and/or materials are stored or where a contractor performs shop or assembly work.

**“Convenience Store”** means a retail store with a maximum leasable floor area of 300 square metres where articles for sale are restricted to a limited range of goods, primarily food, toiletries, housewares, stationary and other similar daily household necessities, but does not include a supermarket.

**“Corner Rounding”** means a *lot line* of a *corner lot* at the intersection of two *street lines* in the form of an arc that joins the *front lot line* to the *flankage lot line* or the *rear lot line* to the *flankage lot line*.

**“Coverage”** means the proportion of the *ground floor area* of all the *buildings* and *structures* on the *lot* to the *lot area* expressed as a percentage.

**“Dating/Escort service”** means a service providing companionship for and by individuals for profit or personal gain.

**“Day Care Centre”** means:

- i. indoor and outdoor premises where more than 5 children are provided with temporary care and/or guidance for a continuous period but does not provide overnight accommodation and are licensed in accordance with the applicable *Provincial Act*; or,
- ii. indoor and outdoor premises in which care is offered or supplied on a regular schedule to adults for a portion of a day but does not provide overnight accommodation.

**“Daylighting Triangle”** means an area free of *buildings*, *structures*, fences and hedges up to 0.9 metres in height and which area is to be determined by measuring, from the point of intersection of *street lines* on a *corner lot*, the distance required by this By-law along each such *street line* and joining such points with a straight line. The triangular-shaped land between the intersecting *street lines* and the straight line joining the points the required distance along the *street lines* is the *daylighting triangle*.

**“Deck”** means a raised platform attached to the exterior wall of a *building* and with direct access from within a *building* and from *grade*.

**“Development Agreement”** means an executed contract between a developer/property owner and the City of Pickering that is required in order to implement development and may include a subdivision agreement, site plan agreement, or other similar agreements for development.

**“Driveway”** means that portion of a *lot* used to provide vehicular access from a roadway to an off-street *parking area* or *loading space* located on the same *lot* as the principal use. On a lot containing a *detached dwelling*, *semi-detached dwelling*, *street townhouse dwelling*, *back-to-back townhouse dwelling* or *block townhouse dwelling*, the *driveway* may contain a *parking space*.

**“Drive-Through Facility”** means the use of land, *buildings* or *structures*, or parts thereof, to provide or dispense products or services through an attendant or a window or an automated machine, to *persons* remaining in *motor vehicles* that are in a designated *stacking lane*. A *drive through facility* may be in combination with other uses. A *drive-through facility* does not include a *vehicle repair shop*, *gas bar*, *car washing establishment* or kiosks located within *parking garage* or *public parking lot*.

**“Dry-Cleaner's Distributing Station”** means premises used for the purpose of receiving articles or goods of fabric to be laundered or dry-cleaned elsewhere and does not include a *dry cleaning establishment*.

**“Dry Cleaning Establishment”** means premises in which the business of laundry or dry cleaning is housed and where the cleaning, drying, ironing, and finishing of such goods is conducted.

**“Dwelling”** means a *building* or part of a *building* containing one or more *dwelling units*, but does not include a *mobile home* or a *trailer*.

**“Dwelling, Apartment”** means a *dwelling unit* in an *apartment building*.

**“Dwelling, Back-to-Back Townhouse”** means a *dwelling unit* in a *back-to-back townhouse building*.

**“Dwelling, Block Townhouse or Block Townhouse Dwelling”** means a *dwelling unit* in a *block townhouse building*.

**“Dwelling, Detached or Detached Dwelling”** means a *building* containing only one primary *dwelling unit* but may also include an *additional dwelling units*.

**“Dwelling, Duplex”** means a *dwelling unit* in a *building* that is divided into two (2) separate *dwelling units*, each with an entrance that is either independent or through a common vestibule.

**“Dwelling, Multiple Attached or Multiple Attached Dwelling”** means a *dwelling unit* in a *multiple attached building*.

**“Dwelling, Semi-Detached or Semi-Detached Dwelling”** means a *dwelling unit* in a *building* that is divided vertically into two *dwelling units* that share a common wall above *grade*.

**“Dwelling, Street Townhouse”** means a *dwelling unit* in a *townhouse building*.

**“Dwelling Unit”** means one or more habitable rooms containing separate kitchen and bathroom facilities for the private use of one or *more persons* as a single housekeeping unit.

**“Erect”** means build, construct, reconstruct, alter and/or relocate a *building, structure* or part thereof and shall include any preliminary physical operation such as excavating, piling, cribbing, filling or draining, *structurally altering* any *existing building or structure* by an addition, deletion, enlargement or extension.

**“Existing” or “Existed”** means *existing* as of the date of the final passing of this By-law.

**“Financial Institution”** means a building, or part thereof, where money is deposited, withdrawn, kept, lent or exchanged.

**“Floor area”** means the total area of all floors of a *building* within the outside walls or outside finished furred partitions of the walls, but does not include a *porch*, non-walk-in bay window, attic, *basement*, enclosed or roofed walkways or loading dock.

**“Floor Area, Net”** means the total area of all floors of a *building* measured from the interior faces of the exterior walls or demising walls, but does not include the following areas:

- (a) *Motor vehicle* parking and bicycle parking below *established grade*;
- (b) *Motor vehicle* parking and bicycle parking at or above *established grade*;
- (c) *Loading spaces* and related corridors used for loading purposes;
- (d) Rooms for storage, storage lockers, washrooms, electrical, utility, mechanical and ventilation;
- (e) Indoor amenity space required by this By-law;
- (f) Elevator, garbage and ventilating shafts;
- (g) Mechanical penthouse; and
- (h) Stairwells in the *building*.

**“Floorspace index (FSI)”** means the total gross floor area of all buildings on a lot divided by the total area of the lot.

**“Front Wall”** means the closest point, measured at *grade* level, of the wall of a *building* facing or most nearly facing the *street* from which the *building* has its *primary entrance door*.

**“Frontage”** means all property abutting on one side of a *street* measured along the *street line*.

**“Funeral Home”** means a *building*, or part of a *building*, used for furnishing funeral supplies and services to the public and includes facilities intended for the preparation of human body for interment or cremation and may include chapels, visitation rooms, and administrative offices.

**“Garage, Private”** means a *building, structure* or part thereof, including a carport, used for the parking of *motor vehicles* having adequate access to a *driveway*.

**“Gas Bar”** means a building or structure used for the dispensing of *motor vehicle* fuels and accessories and may include an accessory *convenience store*.

**“Golf Course”** means a premises operated for the purpose of playing golf, and includes a *golf course*, driving range, miniature golf facilities and such *accessory uses* as a *restaurant*, banquet facility, *retail store*, fitness centre and other *buildings* or *structures* devoted to the maintenance and operation of the *golf course*.

**“Governmental Authority”** means the Government of Canada or the Province of Ontario or any public board or commission established by either, or the Corporation of the Regional Municipality of Durham or The Corporation of the City of Pickering or any local board or commission, and includes any conservation authority.

**“Grade” or “Established Grade”** means when used with reference to a *building*, the average elevation of the finished surface of the ground where it meets the exterior of the front of such *building*; and when used with reference to a *structure* shall mean the average elevation of the finished surface of the grounds immediately surrounding such *structure*, exclusive in both cases of any artificial embankment.

**“Gross Floor Area”** means the aggregate of all *floor areas* of a *building* or *structure* above or below *established grade*, which *floor areas* are measured between the exterior faces of the exterior walls of the *building* at each floor level but excluding any porch, veranda, *cellar*, mechanical room or penthouse, or areas dedicated to parking within the *building*. For the purposes of this definition, the walls of an inner court shall be deemed to be exterior walls.

**“Gross Leasable Floor Area”** means the total *gross floor area* designed for tenant occupancy and exclusive use, including *basements*, mezzanines and upper floors if any; expressed in square metres and measured from the centre line of joint partitions and from outside wall faces.

**“Ground Floor”** means the floor of a *building* approximately at or first above *grade*.

**“Ground Floor Area”** means the *gross floor area* only on the *ground floor*.

**“Heavy Machinery Repair, Sales, Service”** means the service, repair, or sales of machinery or mechanical equipment of an industrial nature.

**“Height”** means, when the regulation establishes a specific dimension, the vertical distance between the *established grade* to the highest point of a *structure* excluding architectural features such as, but not limited to, chimneys, cupolas, clock towers, weather vanes, steeples, and radio transmission towers. When the regulation establishes *height* in *storeys*, means the number of *storeys*.

The *height* requirements of this By-law shall not apply to roof top mechanical penthouses provided they occupy less than 10 percent of the aggregate area of the roof of the *building* on which they are located and extend no higher than 5.0 metres above the maximum permitted *height*.

**“Herein”** means in this By-law and shall not be limited to any particular section of this By-law.

**“Home-Based Business”** means an accessory business, occupation or use conducted for gain or profit in a *dwelling unit* by a resident of that *dwelling unit* which is clearly subordinate to the primary residential use of that *dwelling unit*, and which does not create a public nuisance or *adverse effect* on the abutting lands and/or surrounding community.

**“Home Improvement Centre”** means a *building* or part of a *building* wherein building materials, hardware or accessories, including lumber, are displayed or offered for sale.

**“Hotel”** means a *building*, or group of *buildings*, each containing sleeping accommodation, catering primarily to the traveling public, for rent or hire for temporary lodging. *Hotel* may also include *restaurant*, public hall and *ancillary retail* uses, which are incidental and subordinate to the primary *hotel* function and oriented to serve the *hotel* patrons.

**“Inoperative Vehicle”** means a *motor vehicle* that is mechanically inoperative, and/or is in a state that precludes immediate use.

**“Lane”** means a thoroughfare not intended for general traffic circulation that provides means of vehicular access to the rear of a *lot* where the *lot* also fronts or flanks onto a *street*, or where a *lot* fronts onto public or private open space. The lane may be maintained by a condominium corporation as a private road condominium or by a governmental authority.

**“Landscaped Open Space”** means the open unobstructed space from ground to sky at *grade* which is suitable for the growth and maintenance of grass, flowers, bushes and other landscaping and includes any surfaced walk, patio, stairs or similar area but does not include any *driveway*, or ramp, whether surfaced or not, any curb, retaining wall, *parking area*, interior courtyard, or any easement for the purposes of underground or overhead utilities or services where located within a *front yard* or exterior *side yard*.

**“Landscaped Open Space, Front” or “Front Landscaped Open Space”** means the amount of *landscaped open space* within a *front yard* as a proportion of the *front yard*.

**“Landscape Strip”** means an area which shall include a planting screen, or landscaped earth berm, or a combination of these features, and which may include fences and walls as part of the area. Walkways may traverse the *landscape strip*.

**“Livestock”** means cattle, swine, sheep, goats, poultry, horses, ponies, donkeys and mules.

**“Live Work Unit”** means a *townhouse dwelling* or *multiple attached dwelling*, where the *ground floor* only, or part thereof, may be used for commercial purposes as permitted by this By-law, except that the *basement* may be used for storage for the commercial use, and where the commercial and residential components can be accessed by a common internal entrance.



**“Loading Space”** means an unobstructed area of land which is provided and maintained upon the same *lot* or *lots* upon which the principal use is located and which area is provided for the temporary parking of one *commercial vehicle* while merchandise or materials are being loaded or unloaded from such *vehicles*.

**“Lot”** means a parcel of land owned by one *person* or one group of *persons* which meets the requirements of this By-law having regard to the use to which it is put or the use to which it is proposed to be put or, if it does not meet the requirements of this By-law, is the entire holding of that one *person* or one group of *persons* put to that use at the date of the passing of this By-law or, is a parcel of land which has been legally excused from meeting the requirements of this By-law.

**“Lot Area”** means the total horizontal area of a *lot*, less the horizontal area of any part of the *lot* which does not lie within a zone in which the proposed use is permitted.

**“Lot Coverage”** means the total horizontal area of the part of the *lot area* covered by all *buildings* above ground level excluding eave projections to a maximum of 0.6 metres.

**“Lot, Corner”** means a *lot* situated at the intersection of, and abutting at least two *streets*, provided that the interior angle of intersection of such *streets* is not more than one hundred and thirty-five (135) degrees.

**“Lot Depth”** means the average horizontal distance between the *front lot line* and *rear lot line*. If the *front lot line* and *rear lot line* are not parallel, the *lot depth* shall be measured by a straight line joining the mid-point of the *front lot line* with the mid-point of the *rear lot line*. Where there is no *rear lot line*, the *lot depth* shall be measured by a straight line joining the mid-point of the *front lot line* with the apex of the triangle formed by the *side lot lines*.

**“Lot Frontage”** means the horizontal distance between the *side lot lines* of a *lot* measured along a line parallel to and 6.0 metres distant from the *front lot line*.

**“Lot Line”** means a line delineating any boundary of a *lot*.

**“Lot Line, Flankage”** means the *side lot line*, which separates a *lot* from the *street* adjacent to it.

**“Lot Line, Front”** means the *lot line*, which separates a *lot* from the *street* in front of it. Where more than one lot line separates a lot from the *street*, the front lot line shall be the shorter lot line. Where a *lot* is a *through lot*, the *lot line* abutting the wider *street* right of way shall be the *front lot line*.

**“Lot Line, Interior Side”** means a *side lot line*, which is not adjacent to a *street*.

**“Lot Line, Rear”** means the *lot line* opposite to, and most distant from, the *front lot line*, but where the *side lot lines* intersect, as in the case of a triangular *lot*, the *rear lot line* shall be represented by the point of intersection.

**“Lot Line, Side”** means all *lot lines*, which join both a *front lot line* and a *rear lot line*.

**“Lot, Residential”** means a *lot* situated in a residential zone and having a *lot frontage* and *lot area* in accordance with the requirements of the zone in which the same is situated.

**“Lot, Through”** means a *lot* bounded on opposite sides by a *street*.

**“Medical Office”** means premises designed and used for the diagnosis, examination, and medical, surgical or physiotherapeutic treatment of human patients, and which may include pharmacies and dispensaries which are limited to a maximum of 50 square metres in *gross leasable floor area*, waiting rooms, treatment rooms and blood testing *clinics*, but shall not include overnight accommodation for in-patient care.

**“Mobile Home”** means a factory-built *dwelling unit* manufactured in accordance with CSA standards that is designed to be made mobile and is intended to provide permanent residence but does not include any *trailer* otherwise defined in this By-law.

**“Model Home”** means a dwelling unit which is not used for residential purposes, but which is used exclusively for sales, display and marketing pursuant to an agreement with the City of Pickering.

**“Motor Vehicle”** means automobile, motorcycle, motor assisted bicycle or any other *vehicle* propelled or driven other than by muscular power, but does not include a *street car*, or other *motor vehicles* running only upon rails, or a motorized snow *vehicle*, traction engine, farm tractor, riding lawn-mower, self-propelled implement of husbandry or road-building machine within the meaning of the *Highway Traffic Act*. R.S.O. 1990, or successor thereto.

**“Non-Complying”** means a *lot*, *building* or *structure* which is permitted by this By-law but which does not meet the regulations of the Zone in which it is located as of the date of passage of this By-law.

**“Non-Conforming”** means a use or activity of any land, *building* or *structure* which is not an identified permitted use for the Zone in which it is located as of the date of passage of this By-law.

**“Nightclub”** means a *building*, or part thereof, whose primary function is the provision of theatrical performances, pre-recorded music, or live musical entertainment, whether such music is provided for listening or dancing by the patrons, or any combination of the above functions, and where food and/or beverages may be served, but does not include a *restaurant* or an *adult entertainment establishment*.

**“Nursing Home or Long-Term Care”** means a *building* in which *persons* are cared for and lodged, where, in addition to sleeping accommodation and meals, personal care, nursing services and medical care are provided or made available.

**“Office”** means a *building* or part thereof, where administrative and clerical functions are carried out in the management of a business, profession, organization or public administration but shall not include a *medical office*.

**“Openings”** means spaces/perforations in walls that contain windows, doors or entrance features or any combination thereof.

**“Outside Storage”** means the occasional or continuous keeping of goods, inventory, materials or machinery or equipment outside, but does not include damaged, impounded or *inoperable vehicles*.

**“Parking Area”** means one or more *parking spaces*, including related aisles, for the parking or storage of *vehicles*.

**“Parking Garage”** means a *building*, or part thereof, used for the parking of *vehicles* and may include any permitted use in the *first storey*, but shall not include any area where *vehicles* for sale or repair are kept or stored. A *parking garage* includes underground parking and a parking *structure*.

**“Parking Lot”** means a *lot* or portion thereof provided for the parking of *vehicles* accessory or incidental to the main use.

**“Parking Space”** means an area of land or *building* that is accessible by a *driveway* or aisle, having access to a *street* or *lane* that is reserved for the purpose of the temporary parking or storage of one *vehicle*.

**“Parking Pad”** means an open area of land that is paved and/or treated with a stable surface that is used as one or more *parking spaces* and which is exclusively devoted to a residential use on the same *lot*.

**“Pedestrian Perception Step-back”** means the horizontal distance that the exterior wall of a *storey* must be offset, towards the interior of the *building*, measured from the outer edge of the exterior wall of the *storey* directly below it, or from the outer edge of the exterior wall of the *storey* that the by-law indicates from which it is to be offset.

**“Person”** means an individual, association, firm, partnership or incorporated company.

**“Personal Service Establishment”** means a *building*, *structure*, or part thereof, where services are provided and administered to individual and personal needs and where retail sale of goods accessory to the service provided is permitted and include, but is not limited to, hair care, aesthetics, health and beauty treatment, dressmaking, tailoring, shoe shining and repair, laundromat and laundry depot.

**“Place of Amusement”** means premises which are devoted to the offering of facilities for the playing of any game for the amusement of the public, and includes a cinema or other theatre, billiard or pool rooms, bowling alleys, or, electronic games.

**“Place of Worship”** means a facility the primary use of which is the practice of religion, but which may include *accessory uses* subordinate and incidental to the primary use such as classrooms for religious instruction, programs for community social benefit, assembly areas, kitchens, offices and a residence for the faith group leader. Other than a *day care centre*, which shall be permitted, a *place of worship* shall not include a *private school* or residential or commercial uses.

**“Podium”** means that portion of the first two *storeys* of an *apartment dwelling*, *nursing home* or *long-term care building* or *retirement home*, excluding a *parking garage*, *mechanical floor area*, storage area, service room, refuse area and/or *loading space*, that is permitted to encroach into a required *front yard* and/or exterior *side yard*.

**“Porch”** means a roofed *deck* or portico *structure* attached to the exterior wall of a *building*. A *basement* may be located under the *porch*.

**“Primary Entrance Door”** means the principal entrance by which the public enters or exits a *building* or individual *retail/commercial unit* or the resident enters or exits a *dwelling unit*.

**“Private Club”** means a *building*, or part thereof, used for social, cultural, athletic or recreational activities by its members and guests or by a fraternal organization, which are not operated for profit.

**“Public Bath/Whirlpool”** means indoor or outdoor premises where people may bathe, swim, or lounge within pools or tanks of water.

**“Public Hospital”** means any institution, *building* or other premises established for the treatment of *persons* afflicted with or suffering from sickness, disease or injury, or for the treatment of convalescent or chronically ill *persons* that is approved under the *Public Hospitals Act* as a *public hospital* and may include a gift shop, cafeteria or other *accessory uses* normally associated with a *hospital*.

**“Retail/commercial unit”** means a *building* or a separate unit within a *building* that is separately owned or leased and used for retail or commercial purposes.

**“Retirement home”** means a building in which 6 or more persons are cared for and lodged, where, in addition to sleeping accommodation and meals, at least one other personal care service is provided such as nursing services, assistance with feeding, assistance with bathing or assistance with personal hygiene.

**“Restaurant”** means a *building* or part of a *building* where the principal business is the preparation of food for retail sale to the public for immediate consumption on or off the premises, or both on and off the premises but shall not include a night club.

**“Retail Store”** means premises in which goods and merchandise are offered or kept for retail sale or rental to the public. This definition shall not include any establishment otherwise defined in this By-law.

**“School, Commercial” or “Commercial School”** means a *building*, or part thereof, where instruction of a skill is provided for profit and may include instruction in a trade, business, art, music, dance, cooking, athletic skill or any other specialized instruction but does not include a *commercial fitness/recreation centre* a college or university.

**“School, Elementary” or “Secondary School”** means a place of instruction maintained and operated under the jurisdiction of a governmental authority.

**“School, Private”** means a place of instruction (excepting a *commercial school* or private career college) offering courses equivalent to those customarily offered in a *elementary school* or *secondary school*.

**“Service and Repair Shop”** means a premises for the servicing, repairing or renting, of articles, goods or materials but shall not include any *vehicle*, recreational *vehicle* or boats.

**“Setback”** means the distance between a *building* and a *lot line*. In calculating the *setback* the horizontal distance from the respective *lot line* shall be used.

**“Shelter”** means a *building* or *structure* used solely for the purposes of providing temporary *shelter* and shall not be used for human habitation.

**“Stacking Lane”** means an area of land that is used exclusively for queued *vehicles* whose occupants are waiting to be provided with goods, materials or services from a *drive-through facility*.

**“Storey”** means that portion of a *building* other than a *basement*, *cellar*, or attic, included between the surface of any floor, and the surface of the floor, roof deck or ridge next above it.

**“Storey, First”** means the *storey* with its floor closest to *grade* and having its ceiling more than 1.8 metres above *grade*.

**“Street”** means a public highway but does not include a *lane*. Where a 0.3 metre reserve abuts a *street*, or where a *daylighting triangle* abuts a *street*, for the purposes of determining a *front lot line*, *flankage lot line*, *flankage yard* and *corner lot*, the *street* shall be deemed to include the 0.3 metre reserve and / or the *daylighting triangle*, however, nothing herein shall be interpreted as granting a public right of access over the 0.3 metre reserve or as an assumption of the 0.3 metre reserve as a public highway for maintenance purposes under the *Municipal Act*

**“Street Line”** means the dividing line between a *lot* and a *street*.

**“Street, Private”** means

- a) a right-of-way or roadway that is used by *vehicles* and is maintained by a condominium corporation;
- b) a private road condominium, which provides access to individual freehold *lots*,
- c) a roadway maintained by a corporation to provide vehicular and pedestrian access to *parking lots* and *individual retail/commercial units*;
- d) a private right-of-way over private property, that affords access to *lots* abutting the *private street*;

but is not maintained by a public body and is not a *lane*.

**“Structure”** means anything that is *erected*, built or constructed of parts joined together or any such *erection* fixed to or supported by the soil and/or any other *structure* but excludes in-ground swimming pools.



**“Supermarket”** means a *building*, or part thereof, containing a departmentalized food store, but does not include a *convenience store*.

**“Tandem Parking Space”** means two or more *parking spaces* abutting each other end to end with only one having access to an aisle.

**“Tavern/bar/pub”** means an establishment which supplies alcoholic drinks and may provide food and entertainment and contains a walk-up bar or counter where patrons may order, obtain and pay for food and alcoholic drinks.

**“Taxi Service”** means the operation of a service providing taxicab *motor vehicles* with drivers used for hire for the conveyance of goods and passengers.

**“Tower”** means the *storeys* within that portion of a *building* or *structure* or part thereof located above the *podium*.

**“Tower Floor Plate”** means the *gross floor area* of each *storey* within a *tower*.

**“Trailer”** means any *vehicle* so constructed that it is suitable for being attached to a *motor vehicle* for the purpose of being drawn or propelled by the said *motor vehicle*, and capable of being used for living, sleeping, or eating accommodation, or the transportation of a boat, snowmobile, tent, or materials, and shall be considered a separate *vehicle* and not part of the *motor vehicle* by which it is drawn. Any items or materials placed on a *trailer* for the purpose of transport are to be considered as part of the *trailer*.

**“Vehicle”** means a car, truck, *trailer*, recreational *vehicle* including boats, van, motorcycle, snowmobile, or any other *vehicle* required to be licensed.

**“Vehicle Dealership”** means a *building*, or part thereof, where new or *used vehicles* are displayed and/or offered for sale, rent or lease including the outside storage and display of *vehicles* and may include an associated *vehicle repair shop*.

**“Veterinarian clinic”** means a *building* or part of a *building* providing the services of a veterinarian, and facilities for the medical treatment, examination, surgery, diagnosis, grooming, general health care, and observation of domestic animals and birds.

**“Vehicle Repair Shop”** means a premises used to conduct diagnostic services, repairs, detail and cleaning services or equipping of *vehicles* or in which the replacement of parts and services to *vehicles* are completed while the customer waits.

**“Waste”** means a material licensed or included within a Certificate of Approval issued by Federal, Provincial, or Regional Governments which is not hazardous and not needed by the generator of that material, that is destined for either final disposal or for reprocessing to create a useable product or material, but does not include a byproduct of a manufacturing process that is used, unaltered, in another manufacturing process.

**“Waste, Hazardous”** means any substance or material licensed or included within a Certificate of Approval issued by Federal, Provincial, or Regional Governments that, by reason of its toxic, caustic, corrosive or otherwise injurious properties, may be detrimental or deleterious to the health of any *person* handling or otherwise coming into contact with such material or substance.

**“Waste Processing Station”** means a facility within an enclosed *building* whose primary purpose is the sorting and processing of *waste* to create a new product or raw material on site.

**“Waste Transfer Station”** means a facility within an enclosed *building* whose primary purpose is the collection and storage of *waste* or *hazardous waste* for shipment, and which may include limited sorting or preparation of that *waste* to facilitate its shipment for final disposal or to a *waste processing station*, but does not include salvage *yards* or scrap metal *yards*.

**“Warehousing”** means the housing or storage of goods, wares, merchandise, food-stuffs, substances, articles, or things before wholesale distribution to a retailer.

**“Wholesaling”** means the distribution of goods, wares, merchandise, food-stuffs, substances, articles, or things, in large quantities, to a business or retailer for eventual or further distribution, processing, assembly, or retail sale.

**“Yard”** means any open, uncovered, unoccupied space appurtenant to a *building*.

**“Yard, Flankage”** means a *side yard* adjacent to a *street*.

**“Yard, Front”** means a yard extending across the full width of the *lot* between the *front lot line* and the nearest wall of any *main building* on the *lot* for which the *yard* is required.

**“Yard, Interior Side”** means a *side yard* not adjacent to a *street*.

**“Yard, Rear”** means a *yard* extending across the full width of the *lot* between the *rear lot line* and the nearest wall of any *main building* on the *lot* for which the *yard* is required.

**“Yard, Side”** means a *yard* extending from the *front yard* to the *rear yard* between the *side lot line* and the nearest wall of any *building* or *structure* on the *lot* for which the *yard* is required.

## 11.0 Holding Provisions

Notwithstanding any other provisions of this By-law, where a zone symbol is preceded by an open bracket and the letter “H” and a closed bracket, the lands subject to that zone shall be used only for the uses, *buildings* and *structures* that *existed* at the date of the passing of this By-law, until the “H” is removed.

Council may pass a by-law to remove the Holding (H) Symbol, thereby placing the lands in the zone indicated by the zone symbol, when all of the applicable requirements have been met.

### 11.1 Holding Zones

The following Holding provisions apply to the properties specified:

The lands beyond the Phase 1 lands as identified on Figure C of the staged servicing and Implementation Strategy dated October 2012.

- a) The “(H)” Holding Symbol shall be removed when:
  - i) a transportation study is completed identifying the need, and if warranted, the extent and timing of additional transportation improvements including collector and arterial roads internal to the Seaton Urban Area, road linkages external to the Seaton Urban Area including linkages internal and external to Durham Region and interchanges with Highway 407 ETR that may be required to support development beyond the first phase, which shall not exceed 9,800 detached equivalent units, as defined in the Staged Servicing and Implementation Strategy. The transportation study is to be undertaken by the landowners in consultation with the City of Pickering, Durham Region, City of Toronto and York Region and shall be in accordance with Policy 11.74 (b) of the Pickering Official Plan, as amended by Pickering Official Plan Amendment 22; and
  - ii) the City is satisfied that the transportation improvements identified in the transportation study referred to in (i) above as required to support the development of the subsequent phase to be released from the H - holding provision will be provided in accordance with the timing recommended by the transportation study, and that satisfactory arrangements are in place for the funding of those transportation improvements.

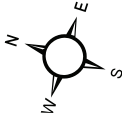
**12.0 Zoning Maps**

The zones and zone boundaries are shown on the Zone Maps, which are attached to and form part of this By-law.

DRAFT

Neighbourhood 16:  
Lamoureux  
Neighbourhood

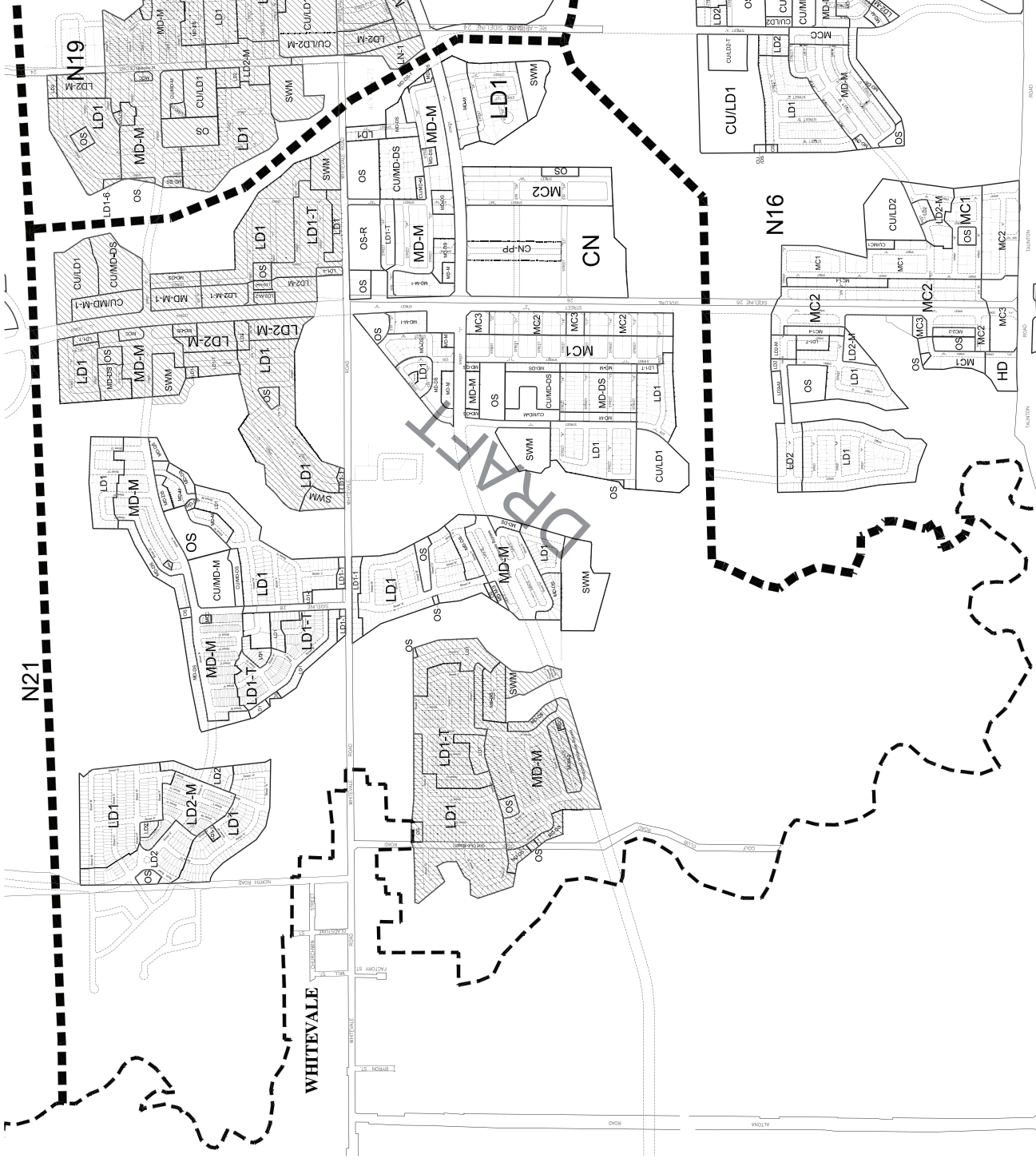
Neighbourhood 16:  
Lamoureux  
Neighbourhood





### Neighbourhood 18: Mount Pleasant Neighbourhood

Hold Zone See  
section 11.1 of  
By-law



### Neighbourhood 19: Wilson Meadows Neighbourhood

 Hold Zone See section 11.1 of By-law



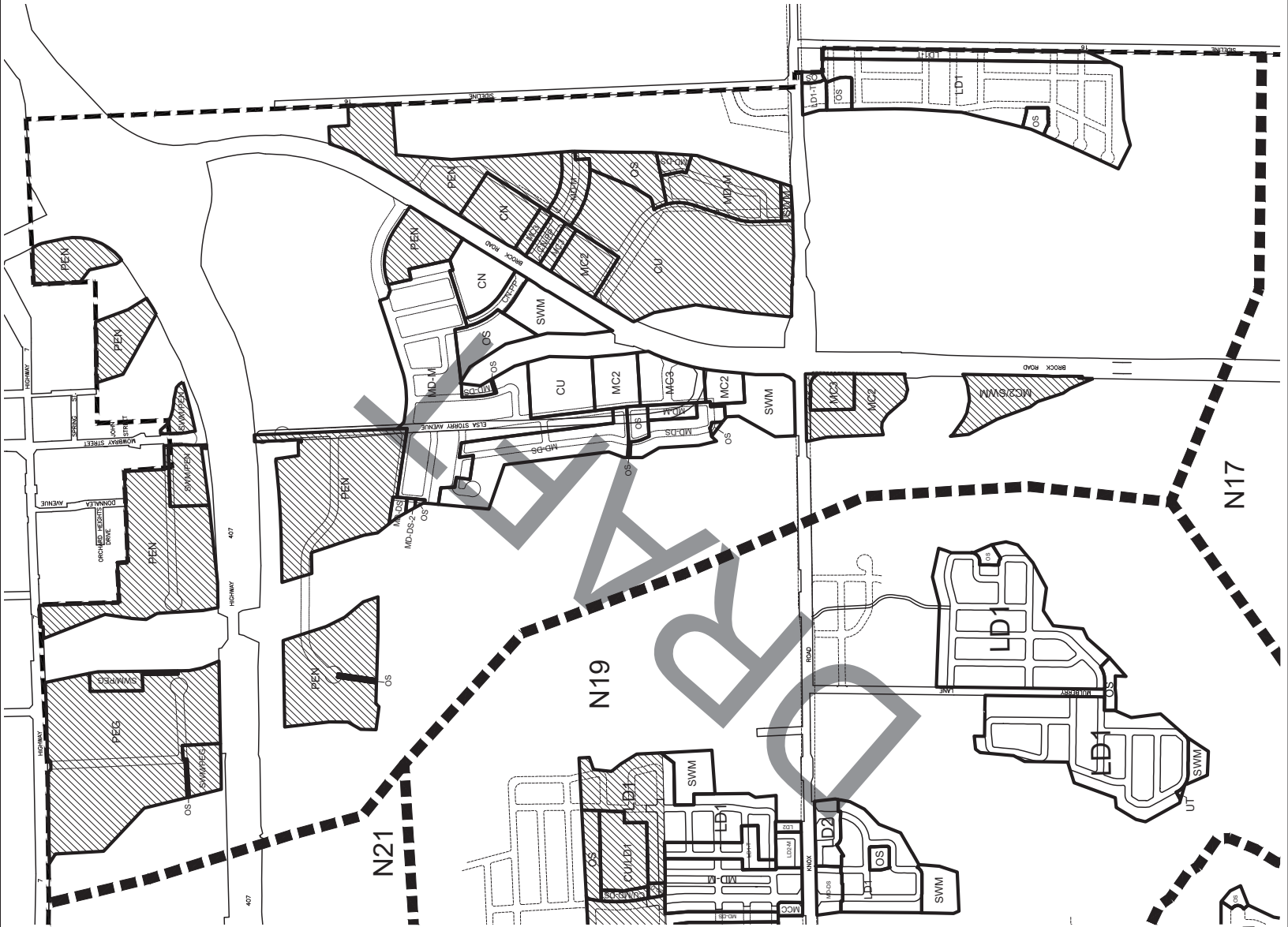
Zoning

Neighbourhood 20:  
Thompson's Corners  
Neighbourhood

MARCH 17, 2023

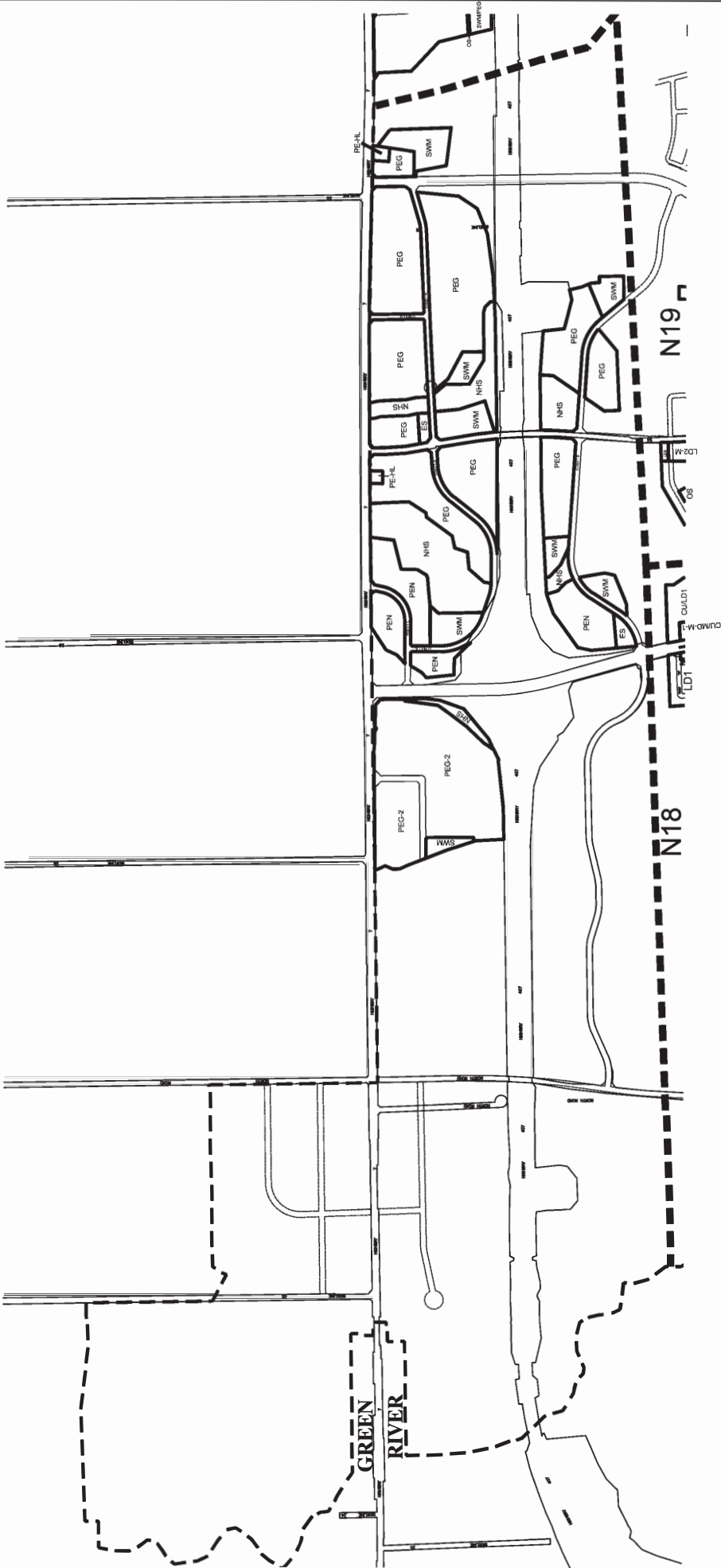


Hold Zone See  
section 11.1 of  
By-law



# Zoning

Neighbourhood 21:    JANUARY 12, 2024  
Pickering Innovation Corridor



## Schedule “Z” – One-Time Assignment

Notwithstanding anything to the contrary contained in the Agreement of Purchase and Sale to which this Schedule is annexed (the “**Agreement**”), and despite the fact that the Purchaser has warranted to the Vendor that the Purchaser is acquiring the Property for the personal use of the Purchaser or for one or more members of the Purchaser’s immediate family, the parties hereto hereby confirm and agree to the following:

1. The Purchaser shall be permitted a one-time only right to assign the Purchaser’s rights and interests in and to the Property arising under the Agreement, to one or more third parties, hereinafter collectively referred to as the “**Assignee**” or “**New Purchaser**”, but only:
    - a) If the Dwelling has not been listed for sale or lease and has not been advertised or marketed for sale or lease by or on behalf of the Purchaser in any form.
    - b) If the Vendor is sold out of said model.
    - c) In accordance with the terms and provisions on the Vendor’s standard form of addendum confirming the New Purchaser, herein referred to as the “**Assignment Agreement**”, (will be provided upon request) and only if and when each of the following matters has been completed and satisfied, namely:
      - i. Both the Purchaser and New Purchaser has obtained or received the requisite mortgage approval from the First Mortgagee, or from any other financial institution or lender satisfactory to the Vendor in its sole and unchallenged discretion and has provided the same to the Vendor.
      - ii. All deposit monies are required to be paid by or on behalf of the Purchaser on account of the Purchase Price, save and except for those deposit monies that are due and payable have been duly paid and remitted to the Vendor’s solicitor and paid on time without default or delay.
      - iii. A **free one-time assignment** of the property given that the Purchaser pays to the Vendor on the date of execution and delivery of the Assignment Agreement any other applicable fees including the Vendor Solicitor’s fee in the amount of \$1,500.00 plus Applicable Taxes by way of certified cheque or bank draft.
      - iv. The New Purchaser has provided valid identification to the Vendor along with date of birth, current address and contact information and solicitor information.
      - v. Both the Purchaser and the New Purchaser have executed and delivered to the Vendor the Vendor’s standard form of Assignment Agreement without any alteration or amendment thereto whatsoever and have delivered same to the Vendor for the ultimate execution by the Vendor along with assignment fee plus applicable taxes and additional legal fees plus applicable taxes by way of certified cheque or bank draft Plus HST at least 60 days prior to the Closing Date.
      - vi. If any of the foregoing items, namely those listed in 1c) i. through 1c) v, are not complete in advance of the 60 days prior to the Closing Date then the Purchaser shall not be permitted to exercise its one-time right to assign their rights and interests in and to the Property arising under the Agreement.
  2. Without limiting the generality of the foregoing, it is understood and agreed that if the Dwelling has been listed for sale or lease and/or has been advertised for sale or lease, by or on behalf of the Purchaser, at any time prior to the Closing Date of this purchase and sale transaction, then not only will the Purchaser be automatically precluded from forever exercising the right of assignment outlined in this Schedule, but should the Vendor choose to waive or remedy such default and proceed to complete this transaction with the Purchaser, then all provisions apply as described in Schedule “X” paragraph 14 and 15 of the Agreement of Purchase and Sale.
  3. Notwithstanding anything contained in this Schedule to the contrary, it is understood and agreed that this Schedule shall be deemed and construed to be inapplicable to this Agreement involving the New Purchaser and shall not be effective or enforceable by the New Purchaser and they shall not have any right to assign this Agreement nor their rights and interests in and to the Property under (or by virtue of) the Agreement, to any third party or parties.
  4. The ultimate approval to grant and execute the Assignment Agreement is that of the Vendor in its sole and unchallenged discretion.
- E. The foregoing paragraphs represent additional paragraphs to the Agreement and other terms and provisions contained in the Agreement, save for those which are inconsistent with the terms and provisions of this Schedule, shall remain unchanged and in full force and effect in all respects.

Client: \_\_\_\_\_

Client: \_\_\_\_\_

Client: \_\_\_\_\_