

### **Recommended Conditions of Draft Plan of Condominium Approval**

That this approval for the **Draft Plan of Condominium Application 25CDM-202013, by T. Johns Consulting Group on behalf of Chedoke Redevelopment Corp., Owner**, to establish a Draft Plan of Condominium (Common Element) comprised of a private road network, sidewalks, landscaped amenity areas and visitor parking for 107 street townhouse dwellings, on lands located at 20 Southridge Court (Hamilton), be received and endorsed by City Council with the following special conditions:

1. That the final Plan of Condominium shall comply with all of the applicable provisions of the Hamilton Zoning By-law No. 05-200, and Minor Variance application HM/A-18:408 and HM/A-21:54, at the time of registration of the Draft Plan of Condominium, to the satisfaction of the Director of Planning and Chief Planner.
2. That Site Plan Application DA-17-170 receive final approval and that the final Plan of Condominium complies with the final approved Site Plan, to the satisfaction of the Director of Planning and Chief Planner.
3. The Owner / Developer shall receive final approval of Part Lot Control application PLC-20-012, including the enactment and registration on title of the associated Part Lot Control Exemption By-law, to the satisfaction of the Director of Planning and Chief Planner.
4. The Owner / Developer shall enter into a Development Agreement to ensure that the tenure of each of the proposed street townhouse dwellings have frontage on the condominium road has legal interest, in common, to the common elements condominium, to the satisfaction of the City Solicitor.
5. The Owner/ Developer shall enter and register on title of the lands, a Joint Use Agreement with the City in order to permit the use of shared sewer and water services across future property lines and to establish a private sewer and water servicing easement over the adjacent common element private condominium road in addition to easements for vehicular and pedestrian access to the Senior Director of Growth Management. The Owner / Developer shall also pay the associated Joint Use Agreement fee of the year it is registered.
6. That the Owner / Developer enter into and register on title of the lands a reciprocal easement with the adjacent condominium corporation to address mutual access and maintenance of the private roads between the condominium corporations, to the satisfaction of the City's Manager of Development Approvals.

7. That the Owner / Developer shall agree to include the following in all Purchase and Sale Agreements and Rental or Lease Agreements, to the satisfaction of the Senior Director of Growth Management:
  - (i) Purchasers are advised that the City of Hamilton will not be providing maintenance or snow removal service for the private condominium road.
  - (ii) The home mail delivery will be from a Community Mail Box.
  - (iii) Garages and visitor parking areas are provided for the purpose of parking a vehicle. It is the responsibility of the owner / tenant to ensure that their parking needs (including those of visitors) can be accommodated onsite. On-street, overflow parking may not be available and cannot be guaranteed in perpetuity.
8. That the Owner / Developer will be responsible for officially notifying the purchasers of the exact Community Mail Box locations, to the satisfaction of Senior Director of Growth Management and Canada Post prior to the closing of any home sales.
9. That the Owner / Developer work with Canada Post to determine and provide temporary suitable Community Mail Box locations, which may be utilized by Canada Post, until the curbs, boulevards, and sidewalks are in place in the remainder of the subdivision, to the satisfaction of the Senior Director of Growth Management.
10. That the Owner / Developer install a concrete pad in accordance with the requirements of, and in locations to be approved by, the Senior Director of Growth Management and Canada Post, to facilitate the placement of Community Mail Boxes.
11. That the Owner / Developer identify the concrete pads for the Community Mail Boxes on the engineering / servicing drawings. Said pads are to be poured at the time of the sidewalk and / or curb installation within each phase, to the satisfaction of the Senior Director of Growth Management.
12. That the Owner / Developer determine the location of all mail receiving facilities in co-operation with the Senior Director of Growth Management and Canada Post, and to indicate the location of mail facilities on appropriate maps, information boards, and plans. Maps are also to be prominently displayed in the sales office(s), showing specific mail facility locations.
13. That the Owner / Developer shall include in the Declaration and Description pursuant to Section 93 of the *Condominium Act*, 1998, a provision to establish a Capital Reserve fund to provide for regular on-going cleaning and maintenance or possible eventual replacement of the underground stormwater Oil/Grit Separator

(OGS) unit by a qualified service provider as per the manufacturers' requirements to ensure compliance with the approved stormwater management plan by the City of Hamilton, to the satisfaction of the Senior Director of Growth Management. The Owner is advised to follow the manufacturers' maintenance recommendations for the above stated items.

14. That the Owner / Developer shall include a clause in all Purchase and Sale Agreements and/or rental or lease agreements for Parts 41 – 81, 212 – 238, 240 – 253, 89, 239, 129 – 152 and 254 – 277 (inclusive) to the satisfaction of the Manager of Development Approvals:
  - i) that no fences or landscaping will be permitted within the existing municipal storm and sanitary sewer easements. The existing Owner and/or Condominium Corporation will be responsible for 100% of the costs associated with the removal of fences or landscaping within the easement during repair or maintenance of the existing storm and/or sanitary sewers. The City of Hamilton will not be responsible for the repair or reinstatement of fences or landscaping within the municipal storm and sanitary sewer easements. In addition, restoration by the City of Hamilton shall be limited to minor grading, topsoil and sod regardless of pre-existing condition.
  - ii) that no permanent structures will be permitted within the existing municipal storm and sanitary sewer easements. The existing Owner will be responsible for 100% of the costs associated with the removal of any structure within the easement during repair or maintenance of the existing storm and/or sanitary sewers. The City of Hamilton will not be responsible for the repair or reinstatement of private structures within the municipal storm and sanitary sewer easements. In addition, restoration by the City of Hamilton shall be limited to minor grading, topsoil and sod regardless of pre-existing condition.
15. That the Owner / Developer create upon registration of this Declaration and Description pursuant to Section 20 of the *Condominium Act*, 1998: Reserving unto the Condominium Corporation, its assigns, successors, servants, agents and employees, the right in the nature of an easement, to enter without charge in, over and along all of the Units and the Common Elements of the Condominium, from time to time, for the purposes of entering, inspecting and undertaking, at any time, modifications to the surface drainage of the said Units and the Common Elements of the Condominium in accordance with the Detailed Grading Plan and the overall Grading Plan approved by the City of Hamilton, to the satisfaction of the Senior Director of Growth Management.
16. That the Owner / Developer provide to Union Gas the necessary easements and / or agreements required by Union Gas for the provision of gas services, in a form satisfactory to Union Gas.

17. That the Owner / Developer shall indicate in the Agreement, in words satisfactory to Bell Canada, that it will grant to Bell Canada any easements that may be required, which may include a blanket easement for communication / telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements, in a form satisfactory to Bell Canada.
18. That the Owner / Developer shall agree to include the following warning clauses in all Purchase and Sale Agreements and Rental or Lease Agreements and in the Condominium Declaration, to the satisfaction of the Director of Planning and Chief Planner:

Units 129-151, 153 – 156

- a) Purchasers / Tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling unit occupants as the sound levels exceed the Municipality's and the Ministry of the Environment, Conservation and Parks' noise criteria.

Unit 152

- b) Purchasers / Tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may on occasion interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of Environment, Conservation and Parks.

Units 129 – 156

- c) This dwelling unit has been fitted with forced air heating system and ducting etc, was sized to accommodate central air conditioning. Installation of central air conditioning will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the criteria of the Municipality and the Ministry of Environment, Conservation and Parks.

All Units

- e) Purchasers / tenants are advised that due to the proximity of the adjacent industrial, commercial and institutional facilities, noise from these facilities may at times be audible.
19. That the Owner / Developer shall satisfy all conditions, financial or otherwise, of the City of Hamilton.

#### NOTES TO DRAFT PLAN APPROVAL

Pursuant to Section 51(32) of the *Planning Act*, draft approval shall lapse if the plan is not given final approval within three years. However, extensions will be considered if a written request is received two months before the draft approval lapses.