

CONDITIONS FOR DRAFT PLAN OF VACANT CONDOMINIUM

1. Pursuant to the provisions of Section 51 of the *Planning Act, R.S.O., 1990 c. P.13*, as amended, (“the *Planning Act*”) the following conditions will apply for the development application 28CDPL2024062.
2. THAT this approval applies to the proposed draft plan of Vacant Land condominium located at Part Lots 21 and 22, Concession 1, Geographic Township of South Walsingham, , RPlan 37R10170, Part 1 to 3, Norfolk county prepared byVallee Consulting Engineers, Architects and Planners and dated July 3, 2024, which includes the following:
 - a. 30 Single Detached Residential Units (Lots 9 – 39, except unit 27))
 - b. 7 Tourist Cabins / Smaller Single Detached Residential units (Lot 2- 8)
 - c. Saloon (Unit-1)
 - d. Pasture Land and Hazard Land including 15m to 35m buffer area) (unit – 27)
 - e. Common Element Area including crop land
 - f. Road Widening
3. AND FURTHER THAT draft plan of condominium approval will expire on, **December 31, 2027**, after which draft plan approval shall lapse pursuant to Section 51(32) of the *Planning Act, R.S.O. 1990, c.P.13*, as amended. It is the Owners’ responsibility to contact Norfolk County Planning if an extension of draft plan approval is required thirty (30 days) prior to the expiry date.

LAND TRANSFERS, RESERVES AND EASEMENTS

4. AND FURTHER THAT the Owner shall provide a draft reference plan showing all transfers, such as the required road widening and further that the Owner shall provide any registered reference plans to the satisfaction of the Agreement Administrator.
5. AND FURTHER THAT the Owner shall fulfill the following conveyances, at the expense of the Owner and free from all encumbrances, to the satisfaction of the Agreement Administrator.
 - a. 4 m road widening as identified in the final draft of the vacant land condominium

PARKLAND, TREE PLANTING, TRAILS AND WALKWAYS

6. AND FURTHER THAT the Owner provides cash in lieu of parkland to Norfolk County in accordance with the provisions of the *Planning Act, R.S.O. 1990, c.P. 13*, as amended, and By-Law 2016-126 to the satisfaction of Norfolk County Community and Emergency Services.

FIRE AND EMERGENCY SERVICES

7. AND FURTHER THAT that Owner shall agree to provide adequate fire protection measures to the satisfaction of the Fire Chief for Norfolk County.

BUILDING

8. AND FURTHER THAT - The Owner shall agree to make application for a Building Permit, and obtain the necessary Building Permits for existing barn north of Lot 28 on the site plan documents. Building department has no record of a building permit being obtained for this farm building.
9. AND FURTHER THAT - The Owner shall agree to demolish all existing structures not in the approved site plan documents, and constructed without the benefit of a building permit. Demolition permits are not required by the Ontario Building Code as these are building on a farm. Buildings include: a) Farm building located on Lot 28. b) Residential building located south of Lot 34 in the constraint area as per geoprocess. c) Any building over 10 square meters in building area, constructed without the benefit of a building permit.
10. AND FURTHER THAT the Owner shall agree that all applicable law approvals as required by the Ontario Building Code (OBC) and supporting documentation from approval agencies be submitted with a building permit application. [OBC Division A 1.4.1.3] Specifically:
 - a. Registered site plan agreement with Norfolk County.
 - b. Long Point Regional Conservation Authority (LPRCA) Construction Permit.
 - c. Nutrient management plan, if applicable. Ministry of Agriculture Food and Rural Affairs.

CONDOMINIUM SPECIFIC CONDITIONS OF DRAFT APPROVAL

11. AND FURTHER THAT the Owner shall provide a copy of the final draft condominium declaration and description prior to the registration to ensure all relevant approval authority provisions have been included to the satisfaction of Norfolk County.

12. AND FURTHER THAT the Owner shall agree to provide a copy of the registered condominium declaration and description to the Agreement Administrator.
13. AND FURTHER THAT the Owner acknowledges that the common element proposed will include but not limited to all landscaped areas, refuse and recycling collection area, snow storage area, , roads, trails, walkways, common area parking stalls and rows, and crop land.
14. AND FURTHER THAT the Owner shall agree that the final draft of the condominium plan will detail exclusive use areas and/or common element areas, residential and parking unit numbering and to provide a copy of the plan to the Agreement Administrator to be accepted prior to registration.
15. AND FURTHER THAT the Owner agrees that as a result of the comprehensive Site Audit and Technical Building Audit, any deficiencies identified in the Technical Building Audit shall be completed to bring the property to a safe and functional standard, to the satisfaction of the Norfolk County's Chief Building Official and Norfolk County.
16. AND FURTHER THAT the Owner shall agree to ensure that the Condominium Corporation maintain the accepted Site Plan, Grading Plan, and any other applicable plan that were accepted as part of the comprehensive Site Audit.
17. AND FURTHER THAT the Owner shall agree to include the following Approval Authority Requirements in the Declaration document:
 - a) Norfolk County does not provide construction, maintenance or delivery of services on private property. These services include but are not limited to the, curb valves, private road, winter control, fire hydrants/water pond, street lights, road signs and water and waste water services, etc. These are considered internal to the condominium corporation as the property is under private ownership and maintained by the condominium corporation and it is the condominium corporation's responsibility to engage competent and qualified professionals to construct, maintain and deliver such services.
 - b) Sidewalks and parking areas shall be maintained in a snow free condition and void of any obstructions twelve months of the year.
 - c) There shall be no parking or storage of derelict vehicles.
 - d) The storage of recreational vehicles is prohibited.
 - e) If applicable, all inspection and maintenance records developed according to the Environmental Compliance Approval for the Minister of the Environment and Climate Change shall be copied to Norfolk County.
 - f) Purchasers may not alter the drainage or the drainage plan for the subject lands including the Common Element areas or any surrounding properties without the express written approval of Norfolk County. All units being built in the condominium

will require “unit specific grading plans” with a completed grading plan application and appropriate fees.

- g) l) Any landscaping, driveway or structural additions, changes or alterations shall be consistent with and in full compliance with all provincial and municipal by-laws and requirements which includes but is not limited to fencing, signs, pools, tree removal, etc. and shall also comply with the provisions of municipally approved site plan, landscape plan, storm water management plan, engineering drawings such as grading and drainage plans and development agreements and amendments thereto that are registered on title to the property.
- h) There shall be no building construction, additions, signage, driveway, pools, porch, decks, fireplace, woodstove, chimney installations, etc., without contacting building division and obtaining a municipal building permit.
- i) The Condominium Corporation agrees to develop and maintain the subject lands in compliance with site plan number SPPL2024258 and SPPL2022212, approved by Norfolk County and subsequent development agreement AGNPL2024073 registered on title.
- j) p) Potential purchasers are advised that the condominium corporation is required to keep all laneways free and clear of parked vehicles to ensure that emergency service, snow removal and waste collection vehicles have continued access and that failure to comply with this clause will result in ticketing and potentially towing.
- k) The Owner acknowledges and agrees that installation, inspections and maintenance of all works on the property including storm water treatment infrastructure are the responsibility of the condominium corporation. The responsibility for road clearing, garbage and recycling collection are private in nature and will not be assumed by the County. Notwithstanding the private nature of the garbage and recycling services for the development, provided that the Owner complies with the County’s “ Technical Guidelines for Waste Collection Services for Condominium Corporations”, The Condominium Corporation may apply to the Environmental Services Department to provide garbage and recycling services.

PLANNING

- 18. AND FURTHER THAT the Owner shall provide documentation that the proposed development is in conformity with the provisions and requirements of Zoning By-Law 1-Z-2014, as amended, and certified by an Ontario Land Surveyor.
- 19. AND FURTHER THAT the Owner shall provide a full set of final condominium plans in accordance with the *Condominium Act*, prepared by a Ontario Land Surveyor prior to the registration of the condominium.

20. AND FURTHER THAT the Owner agrees to comply with the *Nutrient Management Act, 2002* and *O.Reg 267/03* as amended, if applicable. Any study, report and assessment may be technically reviewed by third party qualified professionals at the discretion of Norfolk County.
21. AND FURTHER THAT the Owner shall agree that prior to offering any of the residential lots for purchase, to place a "Display Map" where possible, in a place visible to the public, which indicates the accepted location of all: sidewalks, trails, walkways, parks, schools, commercial lands, open space areas, environmental protection areas, watercourses, stormwater management facilities, community mailboxes, and surrounding land uses and to provide Norfolk County Planning with an electronic version of said map. The map must be in conformance with our current by-law to regulate Awnings, Canopies, Signs and Other Advertising Devices within Norfolk County.
22. AND FURTHER THAT the Owner shall receive approval from Norfolk County Geographic Information Systems for any street name and subsequent civic addressing included within the development.
23. AND FURTHER THAT the Owner agrees to ensure payment of municipal taxes, development charges and any applicable capital charges.

LONG POINT REGION CONSERVATION AUTHORITY

24. AND FURTHER THAT the Owner shall agree to design and construct a legal and adequate Stormwater outlet as appropriate at the Owner's expense to the satisfaction of Norfolk County Development Engineering.
25. AND FURTHER THAT the Owner shall agree that prior to any site alteration (if applicable), apply for any permits required under the *Conservation Authorities Act, R.S.O. 1990, c. C.27*, shall be obtained from the Long Point Region Conservation Authority.

UTILITIES

26. AND FURTHER THAT the Owner shall consider locating locate all utilities (telephone lines, local power, other cable services) underground and is encouraged to explore the provision of fibre optic cable or enhanced telecommunication technologies.
27. AND FURTHER THAT the Owner make arrangements for the granting of easements, as may be required, for servicing and/or access across the condominium lands are to be conveyed to one or more of the following: Norfolk County, Hydro One and/or other hydro utility company, Union Gas and/or other gas company, and Bell and/or other communications/ telecommunications company.

28. AND FURTHER THAT the Owner shall contact and enter into an agreement with the appropriate service providers for the installation of utility services for the Lands.
29. AND FURTHER THAT the Owner agrees to provide a suitable location for a temporary community mailbox until curbs, sidewalks and final grading are completed at the permanent community mail box locations, if applicable as per instruction of Canada Post.
30. AND FURTHER THAT the Owner shall implement the community mailbox in the following manner:
 - i. THAT a concrete pad be installed in accordance with Canada Post specifications.
 - ii. THAT one (1) centralized mailbox be installed to service the permanent residents of the development.
 - iii. THAT should more permanent residents require mail delivery services, that a second centralized mailbox may be requested from Canada Post.
 - iv. THAT should a third centralized mailbox be required, a concrete pad be installed in accordance with Canada Post specifications and that a third centralized mailbox be requested from Canada Post.
 - v. THAT the Condominium Agreement include a clause that notifies future owners that mail delivery must be arranged through Canada Post in accordance with their policies.

OFFERS OF PURCHASE AND SALE AGREEMENTS

31. AND FURTHER THAT the Owner shall agree to include a clause within the Offers of Purchase and Sale Agreements for all residential units with a warning clause to prospective purchasers advising of the potential of dust, odour, outdoor ambient noise and slow moving traffic associated with agricultural operations and equine-related activities on-site and on adjacent properties.
32. AND FURTHER THAT the Owner shall agree to include a clause within the Offers of Purchase and Sale Agreements for all residential units that private laneways, and visitor parking are subject to Common Elements of the Condominium Corporation and private agreements for maintenance of snow removal and garbage pick-up.
33. AND FURTHER THAT the Owner shall agree to include a clause within the Offers of Purchase and Sale Agreements for all units that all laneways are to be kept free and clear of vehicles to ensure that emergency service, snow removal and waste collection vehicles have continued access and that failure to comply with this clause will result in ticketing and potentially towing.

34. AND FURTHER THAT the Owner shall agree to include a clause within the Offers of Purchase and Sale Agreements for all units that crop land are subject to Common Elements Condominium Corporation and private agreements for maintenance, cultivation, harvesting, nutrient application and management. Further that the prospective purchasers are advised that all croplands are to be kept free and clear of vehicles, personal outdoor storage and debris to ensure that agricultural machinery and farm employees have continued access and that failure to comply with this clause will result in ticketing.
35. AND FURTHER THAT the Owner shall agree to include a clause within the Offers of Purchase and Sale Agreements for the entire property that lot grading shall be maintained according to the Master Grading Plan and alterations shall require approval Norfolk County's Chief Building Official Division.

FINAL PLAN APPROVAL

36. AND FURTHER THAT the Owner agrees that the final plans will be preapproved by Registry Office and the Agreement Administrator prior to execution and deposit.
37. AND FURTHER THAT the Owner agrees that prior to final plan approval; the Agreement Administrator is to be advised in writing how all conditions have been met with the submission of a comprehensive package that includes written approvals written acceptances, final reports and documentation to detail how each condition has been satisfied.
38. AND FURTHER THAT the Owner shall advise in writing how conditions 1 to 37 have been satisfied at least twenty one (21) days prior to the final plan approval of the development.
39. AND FURTHER THAT the Owner agrees that if there are violations of any draft plan conditions of approval for the development that the draft plan approval becomes null and void.

NOTES TO DRAFT PLAN APPROVAL

That an application for draft plan of approval expiry date extension could result in a review of the draft plan and conditions of approval which may result in a redline development application requirement.

That the development must be in compliance with Norfolk County's Design Criteria, as amended from time to time.

That all development approvals provided can be superseded with the introduction of new design standards, technical requirements, policy guidelines, legislation and regulations. If a proposal does not meet the minimum design standards, technical requirements, policy

guidelines, legislation and regulations in force and effect, a redline revision to the draft plan and additions, removal or modifications to these draft plan conditions may be required.