

## **RESTRICTIVE COVENANTS**

## **BUILDING, DEVELOPMENT, AND COMMUNITY STANDARDS**

### **KOREDE HAVENS SUBDIVISION**

#### **1. PREAMBLE AND PURPOSE**

WHEREAS the Developer is the registered owner of certain lands to be known as **Korede Havens Subdivision** (the “Subdivision”), consisting of a mix of residential lot types including, without limitation, detached dwellings, semi-detached dwellings, townhouses, stacked townhouses, and low-rise multi-unit residential buildings;

AND WHEREAS the Developer desires to establish a comprehensive and flexible building and development scheme that:

- supports **affordable housing delivery** across multiple housing forms;
- ensures **high-quality architectural design**, construction standards, and urban form;
- protects **public safety, environmental sustainability, and livability**;
- preserves and enhances the **long-term value, enjoyment, and wellbeing** of all residents and neighbouring properties; and
- ensures compliance with all applicable municipal, provincial, and federal requirements;

NOW THEREFORE these Restrictive Covenants (the “Covenants”) are imposed upon all lots within Korede Havens Subdivision (the “Lots”) and shall run with the land and bind all present and future owners.

#### **2. GENERAL APPLICATION**

2.1 These Covenants apply to **all residential lots**, regardless of size, frontage, density, or housing form, unless otherwise stated herein.

2.2 All development shall comply with:

- the approved Plan of Subdivision;
- the Zoning By-law, Official Plan, and all other applicable by-laws of the City;
- the Ontario Building Code (or successor);

- applicable conservation authority and environmental regulations; and
- these Covenants, which shall apply **in addition to**, and not in substitution for, municipal requirements.

2.3 In the event of conflict, the more restrictive requirement shall apply unless prohibited by law.

### **3. DESIGN CONTROL AND APPROVAL AUTHORITY**

3.1 The Developer, or its designate (the “Design Authority”), shall administer and enforce these Covenants.

3.2 No building, structure, addition, alteration, fencing, or major site work shall be commenced unless:

- detailed architectural drawings, site plans, grading plans, and exterior material schedules have been submitted to the Design Authority; and
- written approval has been granted.

3.3 The Design Authority shall review submissions for consistency with:

- architectural quality and coherence;
- compatibility with adjacent development;
- safety, functionality, and urban design principles; and
- the intent of affordable yet durable and attractive housing.

3.4 The Design Authority may grant reasonable variances where strict application would cause undue hardship or conflict with good planning principles.

### **4. PERMITTED BUILDING TYPES AND INTENSITY**

4.1 Permitted residential building forms include, subject to zoning approval:

- single detached dwellings;
- semi-detached dwellings (duplex units);
- townhouse dwellings;
- stacked townhouses;
- low-rise apartment or multi-unit residential buildings.

4.2 Development shall not exceed the maximum number of units approved for each Lot under the Plan of Subdivision and zoning regulations.

4.3 Re-subdivision of Lots is prohibited unless expressly permitted by the City and the Developer.

## **5. ARCHITECTURAL DESIGN STANDARDS**

**5.1 General Design Principles** All buildings shall:

- present a high-quality, durable, and contemporary residential character;
- incorporate articulated façades, varied rooflines, and appropriate massing;
- provide clear and attractive front entrances;
- avoid excessive blank walls facing public streets or common areas.

### **5.2 Exterior Materials**

- Primary exterior materials shall include brick, stone, architectural concrete, fibre cement board, high-quality stucco, or other materials approved by the Design Authority.
- Vinyl siding may be permitted on certain affordable housing forms where high-quality profiles and detailing are used.
- Mirror glass, unfinished concrete block, or highly reflective surfaces are prohibited.

### **5.3 Roofing**

- Roofing materials shall be asphalt shingles, metal roofing, or other approved durable materials.
- Flat roofs shall incorporate appropriate parapets and screening.

### **5.4 Colour Palette**

- Exterior colours shall be harmonious and coordinated within each building and across adjacent lots.
- Bright, fluorescent, or highly reflective colours are prohibited.

## **6. LOT-SPECIFIC DEVELOPMENT GUIDELINES**

### **6.1 Detached and Semi-Detached Lots**

- Homes shall be designed to maximize efficient layouts while maintaining privacy and adequate outdoor space.
- Garages shall not dominate the street façade.
- Front porches or articulated entry features are strongly encouraged.

## 6.2 Townhouse Lots

- Townhouse developments shall include clear unit delineation through architectural articulation.
- End units shall receive enhanced architectural treatment.
- Shared amenity or landscaped areas are encouraged where feasible.

## 6.3 Stacked Townhouse and Multi-Unit Lots

- Buildings shall be designed with pedestrian-scaled massing and multiple façade planes.
- Main entrances shall be clearly visible and accessible.
- Garbage, loading, and mechanical areas shall be fully screened.

# 7. SITE PLANNING, PARKING, AND ACCESS

7.1 Parking shall be provided in accordance with municipal standards.

7.2 Driveways, access lanes, and parking areas shall be designed to:

- minimize conflicts with pedestrians;
- reduce visual impact on streetscapes;
- manage stormwater appropriately.

7.3 Barrier-free access shall be provided where required by code or zoning.

# 8. LANDSCAPING AND ENVIRONMENTAL PROTECTION

8.1 Each Lot shall be landscaped in a manner consistent with the approved plans and completed prior to occupancy where practicable.

8.2 Existing trees shall be preserved where possible. Unnecessary or wholesale clearing is prohibited.

8.3 Front yards shall include soft landscaping such as sod, shrubs, and/or planting beds.

8.4 Stormwater management features shall not be altered without approval.

## **9. CONSTRUCTION STANDARDS AND TIMELINES**

9.1 Construction shall commence within twelve (12) months of closing unless otherwise approved.

9.2 Once commenced, construction shall proceed continuously to completion.

9.3 All construction shall be carried out in a good and workmanlike manner using new materials unless otherwise approved.

## **10. USE RESTRICTIONS**

10.1 Lots shall be used for residential purposes only.

10.2 Home-based occupations may be permitted only where allowed by zoning and where they do not generate traffic, noise, or visual impacts inconsistent with residential use.

10.3 No nuisance, hazardous, or environmentally harmful activity shall be carried out.

## **11. STORAGE, PARKING, AND PROPERTY MAINTENANCE**

11.1 No Lot shall be used for the storage of:

- derelict vehicles;
- construction debris;
- waste materials; or
- equipment unrelated to normal residential use.

11.2 Recreational vehicles and boats shall be stored in locations screened from public view.

11.3 All Lots and buildings shall be maintained in a clean, safe, and attractive condition.

## **12. SIGNS, FENCING, AND ACCESSORY STRUCTURES**

- 12.1 Permanent signage is prohibited except as approved or required by law.
- 12.2 Fencing shall be consistent in height, material, and style within each phase and approved by the Design Authority.
- 12.3 Accessory structures shall be architecturally compatible with the principal building.

### **13. SAFETY AND COMMUNITY WELLBEING**

- 13.1 Lighting shall be designed to enhance safety while minimizing light spill onto neighbouring properties.
- 13.2 Noise-generating activities shall be controlled in accordance with municipal by-laws.
- 13.3 Development shall promote passive surveillance, clear sightlines, and pedestrian-friendly design.

### **14. ENFORCEMENT**

- 14.1 The Developer or its designate may enforce these Covenants.
- 14.2 Where an owner fails to comply after written notice, the Developer may undertake corrective work and recover costs as a debt and lien against the property.
- 14.3 All legal and enforcement costs incurred shall be recoverable from the non-compliant owner.

### **15. AMENDMENTS AND INTERPRETATION**

- 15.1 These Covenants may be amended by the Developer until such time as control is transferred, subject to municipal approval where required.
- 15.2 Headings are for convenience only and shall not affect interpretation.