

PRRL AGREEMENT

(PROTECTIVE RESTRICTIONS ON RESIDENTIAL LANDS) Agreement

Owner(s): _____

Preamble: The “PROTECTIVE RESTRICTIONS ON RESIDENTIAL LANDS AGREEMENT” (the “**Agreement**”) [formerly referred to as “Schedule B”] governs all alterations, additions, new structures, and modifications to each Owner’s Lot and Building within Hickory Hills.

The purpose of this Agreement is to maintain the appearance of Hickory Hills and the property values of the homes within its boundaries. The Agreement has been duly passed by the Association.

All Owners within Hickory Hills belong to the Hickory Hills Resident Association (the “Association”) and must abide by the Governing Regulations.

In consideration for the Association consenting to the transfer from the current holder of title on the Lot to the Owner(s) and for admitting the Owner(s) as a Member(s) of the Association, the Owner(s) hereby agree to be bound by the terms of this Agreement, as follows:

1. DEFINITIONS

In this Agreement, the following words and expressions shall have the following meanings:

“**Adult**” means a person who has attained the age of majority (18);

“**Association**” means the Hickory Hills Residents Association (also known as “**HHRA**”), a registered non-profit corporation registered by Letters of Patent No. 708974 dated April 16, 1987 under the Corporations Act of Ontario;

“**Automobile**” means a passenger vehicle (including a pick-up truck) that is designed for personal transportation: excludes any vehicle intended for commercial purposes

“**Board**” means the Board of Directors of the Association;

“Building” means a single-family residential dwelling;

“Buyer” means the purchaser, transferee, grantee and includes the heirs, executors, administrators, successors and assigns of the Buyer;

“Fees” means all fees, dues, fines and special assessments levied by the Association to the Members, and any applicable accrued interest thereon;

“Governing Regulations” means the Association By-laws, the PRRL (Protective Restrictions on Residential Lands), and the Specifications and Procedures Manual;

“Hickory Hills” means the subdivision where a lot/property is located;

“Lot/Property” means a parcel of land in Hickory Hills held by the owner and upon which a building has been situated;

“Member” means an individual who meets the criteria set out in Section 10.1 of By-law 14 (and any subsequent amendments). Members are limited to natural person(s) and do not include corporations, partnerships or other entities;

“Occupant” means an individual who personally dwells in a Building on a lot/property other than an owner;

“Owner” means a person or persons that hold legal title to a lot/property;

“Parking” space for leaving operable vehicle currently in use on a temporary basis

“Resident” means owner/occupant of a building;

“Seller” means the owner of a property within Hickory Hills and includes the successors, administrators, heirs, trustees, and assigns of the seller;

“Storage” leaving in place for future use [not currently in use]

“Town” means the Corporation of the Town of Tillsonburg.

2. OBLIGATIONS OF AN OWNER AND AN OCCUPANT

Every owner and occupant agrees:

- (a) to abide and be bound by the terms and conditions in this Agreement, the Governing Regulations and the policies and procedures of the Association, including those related to the rental or leasing of a Building or part thereof, including all amendments, modifications, changes, additions, and deletions thereto;
- (b) that all owners and occupants must become members of the Association to reside in Hickory Hills; and
 - (i) to maintain their membership in the Association in good standing, that is, the owner or occupant must not be in arrears with fees, is not subject to any disciplinary action, and their membership has not been terminated;
 - (ii) every owner agrees that before an occupant(s) can reside in their building, the occupant must enter into an agreement with the Association.

3. DRAINAGE SWALES GRADING & ACCESS

The owner(s) agree that they will maintain and not in any way alter the original drainage swales and/or grading according to the original grading plan. If the owner seeks to change, alter, or modify any grading, then they must comply with all by-laws, regulations, and rules of the Town. Specific approval requirements are set out in Article 4 of the Specifications and Procedures Manual.

4. MUNICIPAL AGREEMENT

The owner hereby agrees to comply with the terms of any agreements with the Town including, without limitation, any subdivision agreements, all restriction covenants, easement agreements and /or severance agreements as are applicable to the Lot/Property.

5. ASSOCIATION APPROVAL OF ALTERATIONS

- (a) No exterior additions, alterations, or reconstruction to a building and/or lot/property shall be commenced without completion of the Approval Procedure process outlined in the Specifications and Procedures Manual;
- (b) The Association will immediately deny any plan for an exterior addition, alteration or reconstruction ("plan") that does not comply with the requirements set forth in the Specifications and Procedures Manual;
- (c) Once a plan has been approved by the Association, deviations from the approved plan are not permitted. Approval from the Association must be sought for any deviation to an approved plan.

6. USE OF BUILDING

A building shall **NOT** be used or occupied for any other purpose than as a private residence by no more than two residents. A building shall **not** be used for the purpose of any profession, trade, employment, or business of any description, nor may any signage related to the resident's occupation be erected anywhere on the building or lot/property. An owner must be a natural person and cannot be a corporation, partnership, or other entity. A building may not be used as a school, hospital, or charitable institution. A building cannot be used as a hotel, apartment house, duplex, rooming house, bed & breakfast, or any form of short-term or long-term rental. A building cannot be used for a public resort or as part of any sport or game other than such games as are customarily played in connection with the occupation of a private residence.

7. OUTSIDE PARKING

Parking on the lot/property is only permitted on driveways.

No vehicle(s), recreational vehicle(s), commercial vehicles, truck(s) (other than pickup trucks), trailer(s) or boat(s) of any kind shall be stored on the lot/property. No automobile shall have any sign, logo or trade name of any business, profession, or occupation of an owner or occupant.

8. ANIMALS

No animals or fowl of any kind may be kept or maintained on the lot/property or in the building, other than domestic pets normally permitted in private homes in urban residential areas. There shall be no breeding of animals or fowl. The number of pets is limited in accordance with Town animal by-laws. Pets are not permitted to run at large. It is the pet owner's responsibility to pick up and properly dispose of their pet(s) waste.

9. ERECTION OF OTHER STRUCTURES

There shall be no erection of any structures, greenhouses, fences, antennae, flagpoles, or satellite dishes on the lot/property except in compliance with the Specifications and Procedures Manual. No freestanding flagpoles of any kind are allowed in the front yard of any resident property.

10. MAINTENANCE OF BOUNDARIES

- (a) The Association shall be responsible for the maintenance and replacement of the boundary fences located within Hickory Hills that are on the parkettes, excluding any fence of any description that marks the boundary between Hickory Hills and properties that are not within Hickory Hills, regardless of the placement of the fence on the Lot/Property or Lot/Property line;
- (b) The Owner is responsible for the repair, replacement or removal of all boundary fences located on (or partially on) the Owner's property that mark the boundary between Hickory Hills and lots that are not within Hickory Hills;
- (c) All hedges, shrubs and trees that are located on the Owner's Property are the responsibility of the Owner and the Owner must maintain such hedges, shrubs and trees including trimming without any contribution of the Association. Any hedge, shrub or tree that marks the boundary between an Owner's Property and a property outside of Hickory Hills is the responsibility of the Owner to determine maintenance and the costs of such maintenance and at no time is the maintenance or cost the responsibility of the Association.

11. SIGNS AND WASTE

No signs (except contractor, standard realtor and standard election signs), billboards, notices or advertising matter of any kind shall be placed on any lot/property, building or personal vehicle, except with the prior consent of the Board and provided that same are not in violation of the municipal sign By-law or any other applicable authority.

Realtor signs are to be removed no later than 7 days after a home has been sold.

Election signs are to be removed no later than 7 days after the election date.

Contractor signs are only permitted during the work period and are to be removed immediately following work completion. If there is a period of more than seven (7) consecutive days without the contractor on site-the sign is to be removed until the contractor returns.

No building waste, debris, garbage, or other material of any kind (such as animal feces) shall be dumped or stored on any lot/property, any parkland or any lands owned or controlled by the Association.

12. ADULT LIFESTYLE

The Owner acknowledges that the lot/property and the Building form part of a Senior Adult Lifestyle Residential Community and that:

- (a) there will be no facilities designed and/or constructed by the Association and/or any Owner for children, even if the children are invitees related to or guests of an Owner or Occupant;
- (b) no more than two (2) occupants will reside at an Owner's lot/property. An exception may be made at the discretionary decision of the Board based on the needs of the Owner(s).
- (c) the owner/occupant agree not to support or assist in any change to the foregoing provisions.

13. RESIDENTS ASSOCIATION

- (a) The owner(s) and/or occupant(s) covenant and agree that at all times they shall be a member in good standing of the Association and will pay all fees, dues, fines, levies and interest (if in default) as are imposed from time to time by the Association.

The owner(s) and/or occupant(s) acknowledge that fees are enforceable as a debt owing to the Association. The owner(s) and/or occupant(s) agree that they will be responsible for all interest that accrues on a debt owed to the Association, as well as for all legal costs incurred to collect a debt owed by an owner and/or occupant in accordance with the By-laws of the Association;

- (b) The owner(s) and/or occupant(s) covenants and agrees to permit the Association, as applicable, to carry out and perform all the terms and conditions and provisions of any agreement with the Town with respect to the maintenance of parklands;
- (c) The owner(s) and/or occupant(s) covenants and agrees that the Association will maintain, repair, and operate the recreation centre facilities, with related costs paid from the fees;
- (d) The owner(s) and/or occupant(s) acknowledges that there is no obligation whatsoever on the part of the Town to maintain or repair or do any act or thing whatsoever with respect to the parklands and recreation centre.
- (e) The owner(s) and/or occupant(s) agree to be bound and to comply with the Association's By-Laws and any rules and regulations which may be imposed from time to time by the Association including, without limitation, any rules and regulations governing the leasing of a residence;
- (f) The owner(s) and/or occupant(s) agree that if they should fail to maintain their lot/property and/or building in a proper state of repair or condition, based on good maintenance practices, the Association may make any necessary repairs and maintenance to the lot/property and/or building, the cost of which shall be borne by the owner and paid by owner forthwith on demand.

If such amount remains unpaid by the Owner, then such costs shall bear interest and be enforceable pursuant to this Agreement.

14. LAWN MAINTENANCE AND SNOW REMOVAL JACKSON COURT

The Owner of a lot/property on Jackson Court covenants and agrees to pay a maintenance fee to the Association for joint snow removal, grass cutting and lawn maintenance services. The maintenance fee will be determined by the Board-negotiated contract following an input meeting with the Owner(s). Cost will be apportioned equally to each lot/property on Jackson Court.

15. TENANCIES Are not permitted

The Owner(s) and/or Occupant(s) agree that they are prohibited from leasing or renting the Lot/Property and Building, or part thereof.

16. NON-PERFORMANCE BY OWNER OR OCCUPANT

- (a) If an owner(s) and/or occupant(s) is in breach of any of their obligations contained in the Agreement, the Association will take remedial steps to ensure that the lot/property and/or building are maintained in compliance with the specifications required in the Agreement and Specifications and Procedures Manual. Any costs associated with such remedial action by the Association will be a debt owed by the owner to the Association, and will be collected as per the terms of the Governing Regulations and applicable law.

17. SEVERABILITY

If for any reason whatsoever any clause of this Agreement, or the application thereof to any party or circumstance, is to any extent held or rendered invalid, unenforceable, or illegal, then such clause:

- (a) is deemed to be independent of the remainder of the Agreement and to be severable and divisible there from and its invalidity, unenforceability or illegality does not affect, impair, or invalidate the remainder of the Agreement or any part thereof;
- (b) the Agreement continues to be applicable and enforceable to the fullest extent permitted by law against any part and circumstances other than those as to which it has been held or rendered invalid, not enforceable, or illegal.

18. Successors

- (a) the Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto;
- (b) this Agreement, including the Governing Regulations, all schedules, exhibits, attachments, and appendices attached hereto or thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the Province of Ontario, and the federal laws of Canada applicable therein.

19. MISCELLANEOUS

- (a) no irregularity in passage or approval of this Agreement, execution of this Agreement, passage of any By-law, policy or procedure of the Association, absence of consideration, or any similar issue, shall be a bar or defence to enforcement of this Agreement, the Governing Regulations, or any other rule or regulation of the Association;
- (b) the Owner(s) and/or Occupant(s) and the Association acknowledge that nothing in this Agreement violates the *Planning Act*, the *Perpetuities Act*, or the *Ontario Not-for-Profit Corporations Act*. If anything in this Agreement is interpreted to violate any of said Acts, then the parties agree that this Agreement shall be read and interpreted so that no violation occurs;
- (c) no waiver of any provision of this Agreement or failure of the Association to enforce a provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, nor operate as a waiver of such breach of the Agreement, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided in writing;
- (d) any facts or issue(s) that pre-existed the acceptance of this Agreement, including the Schedules, that are non-compliant with any provision contained herein shall be deemed not to be a violation of this Agreement. The aforementioned grandfathering shall not affect the enforceability of any Agreement, Governing Regulations, or Policy or Procedures of the Association which pre-existed this Agreement;
- (e) The words importing the singular number shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine and neutral gender;

- (f) when there are two owner(s) and/or occupant(s) residing on a lot/property, their obligations pursuant to the Agreement shall be joint and several;
- (g) the headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, or enlarge the scope or meaning of this Agreement or of any of its provisions;
- (h) the preamble shall form part of this Agreement;
- (i) his Agreement has been approved by the parties and, notwithstanding any rule or maxim of law or construction to the contrary, any ambiguity or uncertainty will not be construed against any party by reason of the authorship of any of the provisions contained in this Agreement.

This document was approved at 48 Wilson Ave, Tillsonburg Ontario by a Special Meeting of the HHRA Members on 23 April 2025.

President 

Secretary 

The Owner(s) and/or Occupant(s) agree to be bound by the Protective Restrictions on Residential Lands Agreement.

The Owner(s) and/or Occupant(s) understand and agree that a signed acceptance of these Governing Regulations herein shall be forwarded at the time of closing to the Association for placement in the Association files.

DATED at _____ this _____ day of _____ 20____

OWNER/OCCUPANT
Signature

Print name

OWNER/OCCUPANT
Signature

Print name

ADDRESS OF LOT: _____

(Homeowner Signature)

(Date)

The Owner(s) and/or Occupant(s) further understand and agree, by their signature below, that they received a copy of the Policies and Guidelines of the Hickory Hills Residents Association in effect at the time of forwarding this document.

PRRL (PROTECTIVE RESTRICTIONS ON RESIDENTIAL LANDS)

Specifications And Procedure Manual

Definitions, specifications, application and approval for alterations, additions, demolition, or construction to the Lot/Property and exterior of Buildings within Hickory Hills, in accordance with the Town of Tillsonburg, Oxford County by-laws no. 3295 and no. 3357

WELCOME TO HICKORY HILLS

The PROTECTIVE RESTRICTIONS ON RESIDENTIAL LANDS (PRRL) govern all alterations, additions, new structures, and modifications to each owner's lot/property and building within Hickory Hills.

The purpose of the PRRL and these accompanying Specifications and Procedures is to maintain the appearance of Hickory Hills and the property values of the homes within its boundaries. The PRRL¹ have been duly passed by the Association.

The owner(s) and/or occupant(s) acknowledges that they are bound by the PRRL to which this Specifications and Procedures Manual is attached.

Residents are invited to contact a Board Director for any issues they wish to discuss. All questions must be in writing and contain the name and address of the resident making the request. A handwritten request can be handed in to the HHRA Office at 48 Wilson Avenue or a request can be e-mailed directly to Office@HickoryHills.ca or entered into the Condo Control PRRL Change Requests. The request should indicate if it is directed to each of the Directors on the Board or one specific Director.

1. PREFACE

- 1.01 All alterations, additions, demolition, or construction to the lot/property and to the exterior of existing Buildings, other than items considered as maintenance, as defined in Article 7 "Items Not Requiring Approval", require the written approval of the Hickory Hills Residents Association.

- 1.02 All alterations, additions, demolition, or construction to the Lot/Property and to the exterior of existing Buildings must comply with applicable provincial regulations and Municipal by-laws (whether or not a building permit is required).

2. DEFINITIONS

- 2.01 “**Association**” means Hickory Hills Residents Association;
- 2.02 “**Board**” means the Board of Directors of Hickory Hills Residents Association;
- 2.03 “**Boundary Fence**” means a fence between an owner’s lot/property or parkette property and adjacent subdivisions;
- 2.04 “**Cover**” means any overhead material that may provide shelter;
- 2.05 “**Deck**” means any structure erected above grade, covered, or uncovered, unenclosed used as an amenity area, attached or unattached directly to the exterior of the dwelling. It is not to exceed 0.46m (1 ft. 6in.) above grade level;
- 2.06 “**Easement**” means a right of way that allows a landowner limited use of a neighbour’s property for ingress and egress for the purpose of maintenance and any lawful use. An easement shall not be obstructed by any means that prevents the limited use by the neighbour;
- 2.07 “**Fence**” means a barrier, guard, railing, or enclosure of any type, used, or intended to enclose a property. It may be constructed of manufactured materials or be organic in origin and may include hedges, compact evergreen plantings, a single strand of wire, or other similar material. **NO FENCES OTHER THAN BOUNDARY FENCES ARE PERMITTED;**
- 2.08 “**Flag**” means a piece of cloth (usually rectangular) of distinctive colour, design, emblem or symbol to represent nations, provinces, states or municipalities; also used to describe a banner which looks like a flag bearing a symbol, logo, slogan or other message to represent charitable or non-profit organizations but does not have a flag status;

- 2.09 **"Gazebo"** means a freestanding outdoor structure with or without a roof, and open or screened sides. It can have a built-in floor or be placed on a deck, grass, patio, or slab;
- 2.10 **"Landscaping"** means any modification to the land or flora, including patios, structures, and garden retaining walls, not to exceed 0.3m (1ft. 0in.) above grade, that should not interfere with the drainage of the property;
- 2.11 **"Patio"** an uncovered, unenclosed area with paving, patio stones or rot-resistant material applied directly to the ground at grade level and used as an outside amenity area;
- 2.12 **"Pergola"** means a freestanding outdoor structure with or without a roof and open or screened sides it can have a built-in floor or be placed on a deck, grass, patio or slab;
- 2.13 **"Porch"** means a covered, unenclosed structure attached directly to the exterior of the dwelling. A porch may have screens;
- 2.14 **"Roof"** means a cover that is permanent;
- 2.15 **"Shed"** means an independent, self-supporting enclosed structure used for storage **NO SHEDS ARE PERMITTED**;
- 2.16 **"Sunrooms"** means an enclosed structure attached directly to the exterior of the living space and permits access to the interior of the dwelling. Sunrooms are not allowed to project into the required rear yard;
- 2.17 **"Surface Water Drainage"** means the ability of surface water to move by gravity to either the front or rear lawns.

3. SPECIFICATIONS

- 3.01 **Compatibility** All materials, finishes, colours, and general appearance of the proposed work shall be compatible with the dwelling and other buildings and structures in the vicinity and this information is to be included with the submission for approval.
- 3.02 **Dimensions** All imperial dimensions in this document are for reference only. S.I. Metric dimensions shall be used for the interpretation of this document and the Town of Tillsonburg By-laws.

- 3.03 **Drainage** There shall be a minimum of 1.5% downhill grade for all surface drainage and is subject to the Ontario Building Code specifications.
- 3.04 **Privacy Screens at Grade** The maximum height of any privacy screen shall not exceed 1.82 m (6ft. 0 in.) of which the lower 1.5 m (5 ft. 0 in.) shall not have less than 10% open area. The remaining 0.3 m (1 ft. 0 in.) shall have a minimum open area of 25%. The combined length of all screens shall not exceed 50% of the exposed patio perimeter. The exposed perimeter excludes the length of the patio contiguous to the dwelling. No privacy screen shall project more than 3.05 m (10 ft. 0 in.) from the dwelling.
- 3.05 **Privacy/windbreak Screens on Decks** The maximum height of any privacy screen (windbreak, etc.) shall have a maximum height of 1.82 m (6 ft) with a minimum open area of 25%. The combined length of all screens shall not exceed 50% of the exposed perimeter of the deck. The exposed perimeter excludes the length of the deck contiguous to the dwelling. No screen shall project more than 3.05m (10 ft. 0 in.) from the dwelling.
- 3.06 **Railings** The maximum height of all railings above the floor, wherever located, shall be 1.067 (3 ft. 6 in.), and have a minimum open area of 50%.

4. APPROVAL PROCEDURE

Owners are responsible to ensure all alterations, additions, demolition, and/or construction meet the specifications of the PRRL, the Town of Tillsonburg and Oxford County By-laws.

- 4.01 owners must contact the Board of Directors to ensure their alteration, addition, demolition, and/or construction plans (the Plans) are in compliance with the PRRL;
- 4.02 owners must complete a hard copy Dwelling/Property Change Request form or a Condo Control PRRL Change Request form (collectively referred to as a Change Request Form). A hardcopy of the Change Request form is available in the Association Office; a Change Request Form must be completed regardless of whether a building permit is required to complete the alteration, addition, demolition and/or construction.

A Change Request Form will only be considered to be complete if it contains the following:

- (a) a description of the planned changes to the lot/property and/or building, including dimensions (if required), drawings showing planned elevation, and materials;
- (b) if required and available, a complete copy of the lot/property survey Plan that includes the description and surveyor's certificate showing the location of the existing building and the location of the proposed addition and new structures relative to the building and the location of the proposed addition and new structures relative to the building and the lot/property lines.

Change Request Forms for approval shall be submitted to the attention of:

Board of Directors
Recreation Centre Office
48 Wilson Avenue
Tillsonburg, ON N4G 5L6

4.03 Approval Notification A notification of approval or non-approval by the Board will be given to the applicant verbally and in writing or confirmed via Condo Control. The Board approval document will be required to accompany any application requiring a building permit from the Town of Tillsonburg;

4.04 Building Permit An agreement is in place with the Town that requires that all applications for a building permit must be accompanied by a written approval from the Board. When approval is obtained from the Board, the applicant shall contact the Town of Tillsonburg to determine its requirements regarding the proposed demolition and/or construction. The Chief Building Official will advise if the proposed project meets the requirements of the Zoning By-Laws and whether or not a building permit is required before proceeding with the work;

If a building permit is required, the owner(s) and/or occupant(s) shall provide a copy of the building permit to the Board before commencing any work;

- 4.05 Filing of Approved Document(s) A copy of the Board approval document and the building permit (if applicable) will be filed in the Association's Head Office "Home Address" file;
- 4.06 Variance Consideration: *Variances are granted by the Town.* The Town will look for an approval from HHRA. Any owner(s) may approach the Board of Directors at a regular scheduled Board meeting for variance consideration. See Bylaw Fourteen, section 6.10 for the procedure. The decision of the Board on the variance consideration will be given to the owner in writing.
- 4.07 Any items or alterations not listed in sections 5, 6, or 7 must be brought to the Board for approval.

5. ITEMS NOT PERMITTED

5.01 Dog Runs

5.02 Electronic Pet Control Systems

5.03 Audible electronic pest control devices

5.04 Fences

5.05 **Flags** that are: discriminatory or represent inflammatory matters; intended to incite hatred or disorder; promoting a private / profit-making business, illegal matters or matters which are untruthful.

5.06 **Obstruction of Easements** No obstruction shall be placed in the easement such that limited use by the adjoining neighbour for maintenance or any lawful purpose is prevented. The Town of Tillsonburg prohibits any structure (that which would require a building permit) to be constructed in or across an easement. Issues between neighbours regarding the use of easements is a legal matter between the neighbours and is not an Association responsibility.

5.07 Sheds

5.08 **Surface of Driveways/Front Walkways** Surface in dirt, gravel, or loose stone is not permitted.

5.09 **Alternatives to Grass Lawns**

5.10 **Wind Turbines**

5.11 **Greenhouses**

5.12 **Freestanding flagpoles** of any kind in the front yard of any Residential lot/property or on any easement

6. **ITEMS REQUIRING APPROVAL**

6.01 **Decks, Patios, Sunrooms, Privacy Screens, Porches, and/or Railing** installation/replacement (does not include railing to aid mobility)

6.02 **Rain barrels, compost containers, solar panels and umbrella-type clothesline.**

6.03 **Driveway, Walkways** Any dimensional change made to the original driveway or the addition of a walkway or approach to the porch needs a drawing for approval. Maximum combined width of 13 feet is permitted for homes with a single-car driveway. Approval of material and colour requires approval from the Board.

6.04 **Generators**

6.05 **Hot Tubs**

6.06 **Garage door** Replacement and/or painting of the garage door. Approval of material and colour requires approval from the Board.

6.07 **Front Tree Removal** Board approval must be obtained prior to removal of any tree from the front of a Hickory Hills lot/property. Replacement is required within one growing season.

6.08 **Roof Re-shingling** Material, colour, and appearance must be compatible with the exterior of the house. Approval of material and colour requires approval from the Board.

6.09 **Shutters** Installation, replacement and/or painting with colour compatible to house siding. Approval of material and colour requires approval from the Board.

6.10 **Cosmetic changes to the exterior of the dwelling** Including colour, surface materials, addition or deletion of windows/doors, fixed awnings, and replacement windows that do not fit within the existing rough frame size.

6.11 **Free standing flag poles** Approval is required for installation in any backyard or side yard.

6.12 **Satellite Dish Installations**

A. **Location** No satellite dish shall be placed or erected closer than 06.1 m (20 ft. 0 in.) from the front building face, whether on the building roof, side wall, or elsewhere.

B. **Size** The diameter of the dish shall not exceed 0.6m (2 ft.).

C. **Colour** The dish and its components shall be coloured light brown, grey, or other neutral colour.

D. **Roof Mounting** Where installed on a building roof, the overall height of the dish and all components including the support and base shall not exceed 0.9m (3 ft.) and the top of the dish shall be at least 0.3m (1 ft.0 in,) below the roof ridge line.

E. **Wall Mounting** Where installed on a building side wall, the overall height of the dish and all components including the support and base, shall not exceed 0.9m (3 ft. 0in.) and no part of the dish or its components shall project more than 0.9m (3 ft. 0 in.) from the wall.

F. **Projection Beyond Property Line** No part of a satellite dish or its components shall project beyond the property line.

G. **Post Mounting** No post or other means shall be used to elevate the top of a satellite dish more than 1.067 (3 ft. 6 in.) above a patio, deck floor, lawn or garden bed. This does not apply to a dish affixed to the house.

H. **Inconspicuous Location** Wherever possible a satellite dish shall be placed in the most inconspicuous location available consistent with good reception.

7. ITEMS NOT REQUIRING APPROVAL

- 7.01 **Automatic Sprinkler System** The installation of in-ground lawn watering systems is permitted.
- 7.02 **Bushes** Removal of bushes or planting of individual bushes that will not grow into a fence.
- 7.03 **Dead, diseased or Damaged Trees at Rear or Side of Dwelling**
Removal is permitted without approval or replacement.
- 7.04 **Deck Box/Garden Storage Cupboard** Placement of prefabricated type deck box and/or tool storage cupboard not exceeding 1.2m (4 ft.0 in.) in height and located on deck/patio or in an inconspicuous location against the rear wall of house.
Placement inside easement is not permitted!
- 7.05 **Eavestroughs** Replacement of damaged eavestroughs, downspouts, and/or the installation of leaf protection is permitted. Colour must be compatible with existing colour scheme.
- 7.06 **Flags** Unaltered official representation of nations, provinces, states or municipalities. All flags being flown shall be maintained in good condition and repaired or replaced at any sign of damage or major discolouration.
- 7.07 **Garden Beds** Planting of annuals and perennials and small individual shrubs.
- 7.08 **Garden Bed Retaining Wall** Installation of landscape retaining walls shall not exceed 0.3m (1ft. 0in.) in height above the established grade surrounding the bed and shall not impede the natural surface water drainage.
- 7.09 **Railing** to aid mobility. Colour must be compatible with existing colour scheme.
- 7.10 **Lawns** All maintenance including the replacement of dead or damaged areas with sod or grass seed.

- 7.11 **Natural Gas Supply to Barbeque** Installation must be provided by a licensed gas fitter.
- 7.12 **Outdoor Lighting** Yard lighting shall not be directed towards a neighbour's property so as to hinder enjoyment of that neighbours' own property.
- 7.13 **Porch Pillar and Railing with Cladding** Replaced porch pillars and railing shall be clad in original or upgraded material. Colour must be compatible with existing colour scheme.
- 7.14 **Porch Surfacing** Resurfacing shall be with epoxy-stone or non-slip tile. Colour must be compatible with existing colour scheme.
- 7.15 **Railings** Removal of the handrail is allowed provided the porch/deck is less than 0.5m (1 ft. 6 in.) above grade or as per Ontario Building Code.
- 7.16 **Replacement of Satellite Dish** Replacement of original dish shall be one that is installed in the same location as originally approved.
- 7.17 **Retractable Awning** The colour of the material should coordinate with the house siding.
- 7.18 **Skylights and Solar Tubes**
- 7.19 **Solar Lighting** Solar lighting is permitted except on Lot/Property line.
- 7.20 **Walkway and Porch Approaches** Replacement of existing patio slab walkway and porch approach with interlocking brick or paving stone is permitted provided no change is made to original dimensions.
- 7.21 **Windows** Replacement windows shall fit the existing rough frame size.

8. PROCEDURE WHEN NON-COMPLIANCE OCCURS

- 8.01 If an owner(s) and/or occupant(s) is not in compliance with the PRRL, they will be contacted by the Board to resolve the issue. If a meeting is required, it will be attended by two (2) Board members at a mutually agreed upon location. The owner(s) and/or occupant(s) is given a specified amount of time to correct the situation.

- 8.02 All verbal discussions involving the Board of Directors during the non-compliance meeting will be confirmed in writing to the owner. The confirmation will contain a date by which the owner must correct the non-compliance. A copy of the compliance meeting confirmation will be filed in the Associations' Head Office "Home Address" file.
- 8.03 If the PRRL non-compliance is not corrected within the specified time, an assessment will be charged to the owner. An additional % per month will be charged until the non-compliance issue is resolved. Rates for assessments and % are detailed in the Policies and Guidelines. The owner will be notified in writing to advise of non-compliance fines. A copy of the letter will be filled in the Associations' Head Office "Home Address" file.
- 8.04 All Association costs associated with contacting a lawyer regarding the non-compliance issue will become the responsibility of the Owner with an invoice being issued in a timely manner. Interest will accrue on all unpaid invoices after 30 days. Additionally, the Association will seek costs against a non-complying owner to carry out any remedies recommended by Counsel as permitted by law.
- 8.05 Should the Owner fail to pay the non-compliance charge, accrued interest thereon, and/or the incurred legal costs, the amount will accumulate monthly, plus interest and may be registered as a lien on the lot/property that must be discharged before title can be transferred.

The Owner(s) and/or Occupant(s) agree to be bound by the terms of the Specifications and Procedures Manual to PRRL and a copy has been received.

DATED at _____ this _____ day of _____ 20____

OWNER/OCCUPANT
Signature

Print name

OWNER/OCCUPANT
Signature

Print name

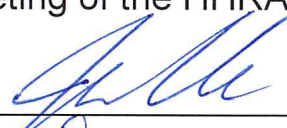
ADDRESS OF LOT:

(Homeowner Signature)

(Date)

The Owner(s) and/or Occupant(s) further understand and agree, by their signature above, that they received a copy of the Policies and Guidelines of the Hickory Hills Residents Association in effect at the time of forwarding this document.

This document was approved at 48 Wilson Ave, Tillsonburg Ontario by a Special Meeting of the HHRA Members on 23 April 2025.

President 

Secretary Donna Brown

IN WHAT ZONE IS MY PROPERTY?

Street	New Zone	House Numbers	Previous Zone
Armstrong Drive	Zone R2-2 Zone RI-3	2 through 15 17, 19, 21, and 23	Zone R2-3 Zone RI-9
Balazs Court	Zone R2-2 Zone Rm	1 through L 7 And 19 Condo Numbers 18 and 21	Zone R2-3 Zone R2-3
Brasher Drive	Zone RI-3 Zone R2-2	1, 3, 5, 7, 9, 11, and 15 2, 4, 6, 8, and 16 through 27	Zone RI-9 Zone R2-3
Dereham Drive	Zone R2-2 Zone RI-3	4, 5, 6, 7, 8, and 10 9 And 12	Zone R2-3 Zone RI-9
Edwin Crescent	Zone R2-2	All Premises	Zone R2-3
Hawkins Crescent	Zone R2-2	All Premises	Zone R2-3
Jackson Court	Zone Rm-1	All Premises	Zone R3-13
Mcdonald Court	Zone R2-2	All Premises	Zone R2-3
Seres Drive	Zone RI-3 Zone RI-3 Zone R2-2 Zone R2-2	1, 5, 7, 11, 15, 17, And 19 21, 23, 25, and 27 2, 4, 6, 8, 10, 12, 14, 16, 18 20, 22,24, 26, and 29 through 65	Zone RI-9 Zone RI-9 Zone R2-3 Zone R2-3
Sinclair Drive	Zone RI-3 Zone R2-2 Zone R2-2	25,27,29,31, And 33 1 Through 23 35 Through 48	Zone RI-9 Zone R2-3 Zone R2-3
Wilkins Crescent	Zone R2-2	All Premises	Zone R2-3
Wilson Avenue	Zone RI-3 Zone RI-3 Zone R2-2 Zone OS2-1	2, 4, 6, 8,128,130, and 132 10, 12,14,134, and 136 17 through 127 HH Recreation Centre-48	Zone RI-9 Zone RI-10 Zone R2-3
All Park Lands	Zone OS1	Passive Use Open Space	

The above zone designation revisions are according to By-Laws No. 3295 and No. 3357 Schedule "A", Key Maps-21 and 26 respectively- Town of Tillsonburg, Oxford County.

ZONE R2-2 (Formerly R 2-3)
CRITERIA
(Zero-metre side yard)

LOT COVERAGE: The maximum for all buildings is 55%. Lot coverage means: that portion of the lot occupied by the dwelling at the foundation line, plus all other roofed structures, including permanent awnings over decks and windows (retractable awnings are excluded). Additions may be erected only in the areas indicated in the drawings which designates the required front, rear and side yards in accordance with town by-laws. These are also detailed below.

CAUTION: Covering an existing deck in the future may limit the extent of roof allowed as it could exceed the maximum 55% lot coverage allowed for roofed structures.

NOTE: Notwithstanding the above, the maximum lot coverage for buildings or structures which were constructed prior to February 25, 2003 and which exceed 55%, shall be deemed to be the lot coverage existing at the date of the passing of Town of Tillsonburg Bylaw 3051 dated February 25 2003. The purpose of By-law 3051 was to recognise the lot coverage and rear yard encroachment for all EXISTING STRUCTURES, and to allow for increased lot coverage and rear and side yard encroachments for those structures.

REAR YARD: The minimum depth of rear yards is 5.65m (18 ft. 6 in.). Notwithstanding the above, covered porches, covered or uncovered decks may project into the required rear yard a distance of 2.4m (7 ft. 10 in.).

NOTE: Notwithstanding the above, the minimum rear yard for structures erected prior to February 25, 2003 shall be deemed to be rear yard existing at the date of the passing of By-law 3051.

INTERIOR SIDE YARDS: One side shall have a minimum width of 0 metres, and the other side a minimum width of 1.2m (3 ft. 11 in.), provided that the garage is attached to or is within the main building.

NOTE: Sun Rooms require a minimum side yard of 1.2m(3 ft. 11 in.) on both sides and if approved are subject to special provisions available from the Chief Building Official.

EXTERIOR SIDE YARD: (Corner lot) shall have 3.2m (10 ft. 6 in.) minimum width. Covered porches and covered or uncovered decks may project into the required side yard by 1.5m (4 ft. - 11 in.). A minimum distance of 6m (19 ft. 8 in.) to any addition or structure is to be maintained, measured from the front of the dwelling.

FRONT YARD: Front yards shall have a minimum depth of 3.35 m (10 ft. 11 in.) No patio, deck, privacy/windbreak screen, or any other structure shall be placed or erected in the front yard.

SUN ROOMS: Please refer to SUN ROOMS in definitions.

DIMENSIONS: Please refer to specifications re metric/imperial application.

ZONE R2-2 DIAGRAM (Formerly R2-3) (INTERIOR SIDE YARD)

REFERENCE:

1 foot = 0.304 metres

1 square foot = 0.093 square metres

1 metre = 3.280 feet

1 square metre = 10.764 square feet

DIAGRAM DATA:

A = 1.2m (3 ft. - 11 in.)

B = 5.65m (18 ft. - 6 in.)

C = 2.4m (7 ft. - 10 in.)

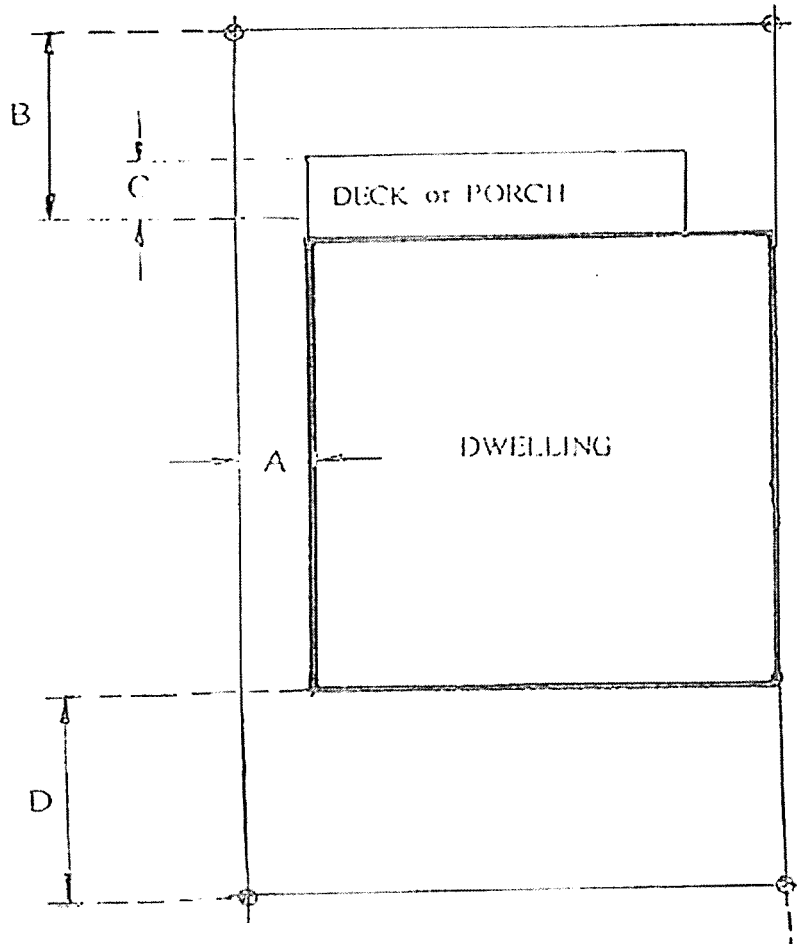
D = 3.35m (10 ft. - 11 in.)

Minimum side yard

Required rear yard

Allowed projection into required rear yard

Front yard minimum depth



ZONE R2-2 DIAGRAM (Formerly R2-3) (EXTERIOR SIDE YARD)

REFERENCE:

1 foot = 0.304 metres

1 square foot = 0.093 square metres

1 metre = 3.280 feet

1 square metre = 10.764 square feet

DIAGRAM DATA:

B = 5.65m (18 ft. - 6 in.)

C = 2.4m (7 ft. - 10 in.)

D = 3.35m (10 ft. - 11 in.)

F = 3.2m (10 ft. - 6 in.)

G = 1.5m (4 ft. - 11 in.)

H = 6.0m (19 ft. - 8 in.)

Required rear yard

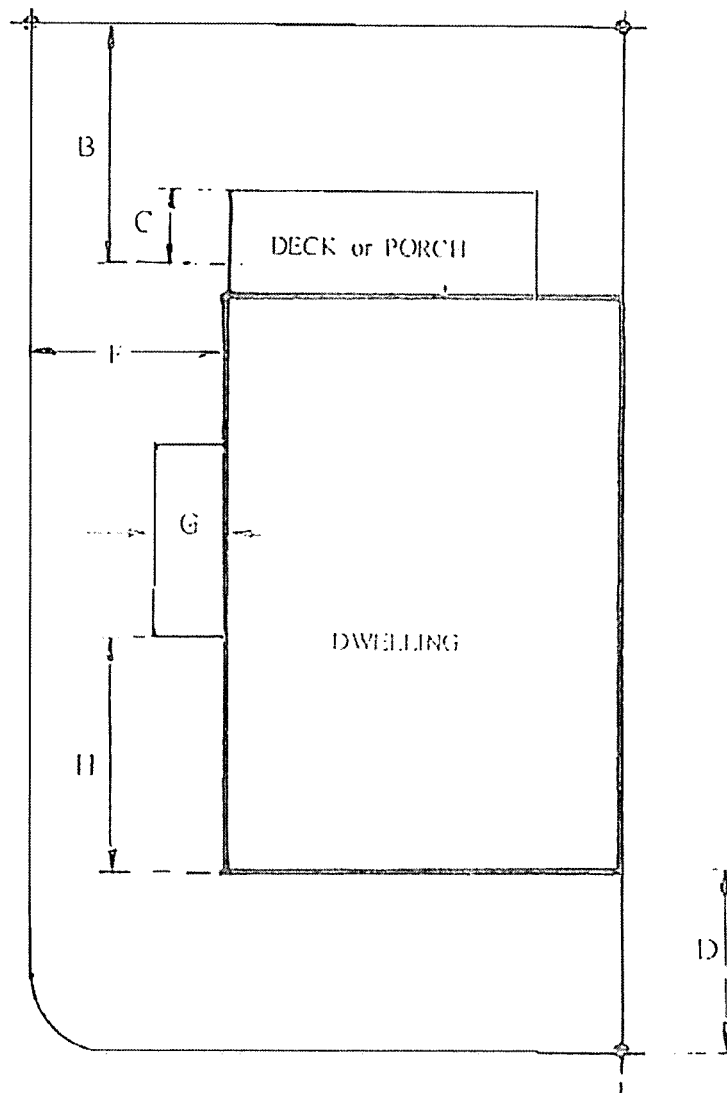
Allowed projection into required rear yard

Front yard minimum depth

Required exterior side yard

Allowed projection into exterior side yard

Minimum distance from front of dwelling



ZONE RI-3 (Formerly RI-9 and RI-10)

CRITERIA

LOT COVERAGE: The maximum for all buildings is 40%. Lot coverage means that portion of the lot area occupied by the dwelling at the foundation line, plus all other roofed structures and permanent awnings over decks or windows (retractable awnings excluded). Additions may be erected only in the areas designated in the required yards as shown in the diagram and detailed below.

CAUTION: Covering existing decks in the future may limit the extent of roof coverage allowed, as it must be within the maximum 40% lot coverage allowed for roofed structures.

FRONT YARD: Front yards shall have a minimum depth of 3.35m (10 ft. - 11 in.) No patio, deck, privacy fence, privacy/windbreak screen or any other structure shall be placed or erected in the front yard.

REAR YARD: Rear yards shall have a minimum depth of 10m (32 ft. - 9 in.) Covered porches or covered decks may project into the required rear yard by 1.5m (4 ft. - 11 in.). Uncovered decks may project into the required rear yard by 3.7m (12 ft. - 1 in.).

SIDE YARDS: Interior and exterior side yards shall be maintained to a minimum depth of 1.2m (3 ft. - 11 in.) side yard at all times. An interior side yard of 3m depth shall be maintained for a distance of 6m (19 ft. - 8 in.) behind the front building line of the dwelling, with a minimum of 1.2m (3 ft. - 11 in.) maintained through the remaining interior side yard on that side.

SUN ROOMS: - Please refer to Sun Room in the definitions.

DIMENSIONS: - Please refer to specifications re metric/imperial application.

ZONE RI -3 (Formerly R 1-9 and R 1-10)

REFERENCE:

1 foot = 0.304 metres

1 square foot = 0.093 square metres

1 metre = 3.280 feet

1 square metre = 10.7 64 square feet

DIAGRAM DATA:

A = 1.2m (3 ft. - 11 in.)

Minimum side yard

B = 3.0m (9 ft. - 10 in.)

Required exterior side yard

C = 10.0m (32 ft. - 9 in.)

Required rear yard

D=3.7m (12 ft. - 1 in.)

Allowed projection into required rear yard, uncovered structure

E= 1.5m (4ft. - 11 in.)

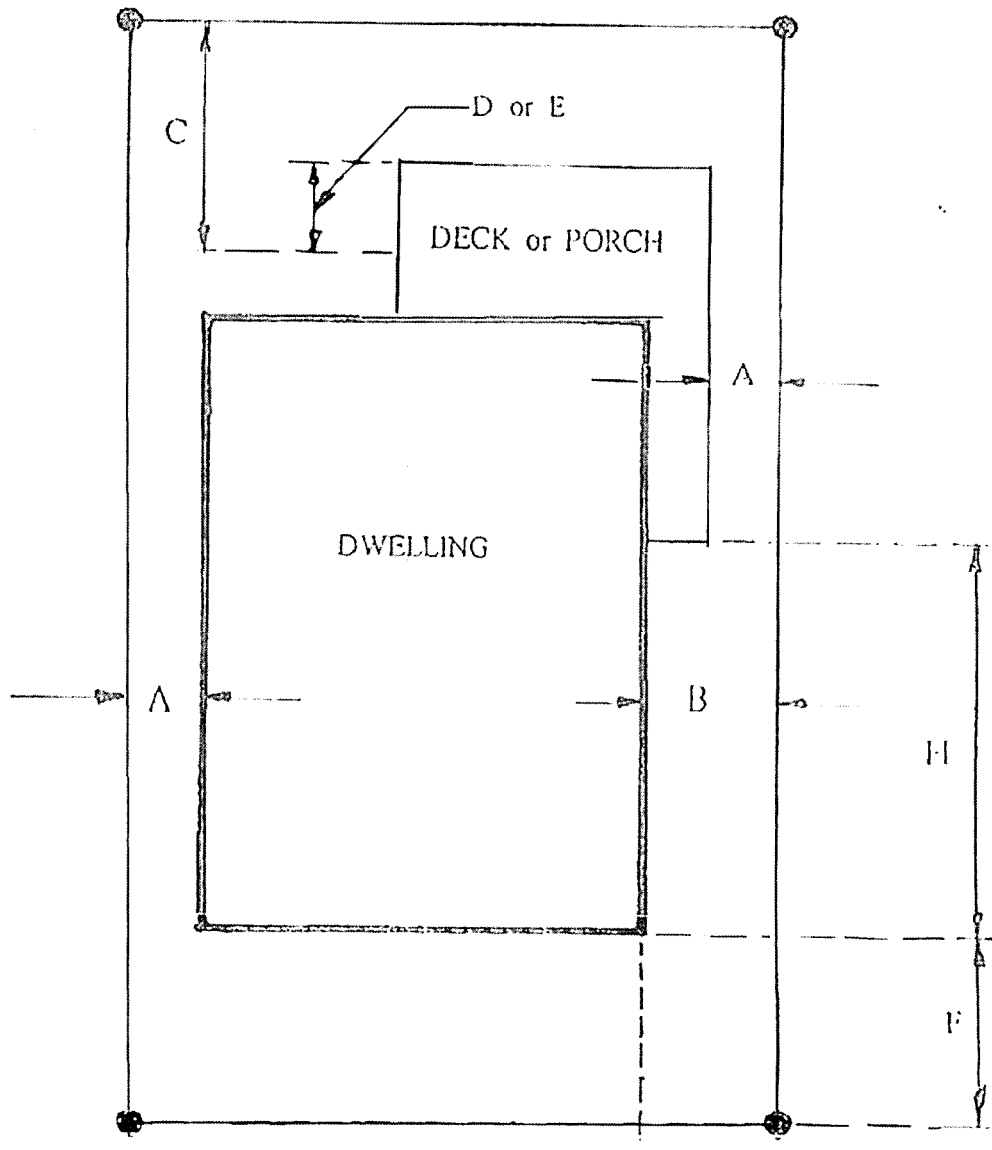
Allowed projection into required rear yard, covered structure

F = 3.35m (10 ft. - 11 in.)

Front yard minimum depth

H = 6.0m (19 ft. - 8 in.)

Minimum distance from front of dwelling



ZONE RM (Condominiums on Balazs Court)

CRITERIA

"STREET FRONTING TOWNHOUSES" - The two condominiums, numbers 18 and 21 Balazs Court respectively, are covered under the Town By-Law No. 3295, Special Provisions, Section 9.5, Subsection 9.5.1. The By-Law is brief and simply states that the buildings located within the zone are also within an area designated as being subject to the "Site Plan control".

In regards to the "Alterations, Additions, Demolition and/or New Structures" of the Hickory Hills Schedule "B", most, if not all, of the dimensional data does not apply since the existing rear decks and privacy screens are part of the homes as constructed. No other alterations are permitted without the required prior approval outlined below.

As condominiums, the homes in the two properties are subject to property management rules and regulations. It is therefore recommended that all requests for approval for alterations or additions to property or dwellings which residents wish to make, should be directed initially to the respective condominium's Board of Directors for approval and then to the Hickory Hills Residents Association.

ZONE RM-1 (Formerly R3-13) (Jackson Court)

CRITERIA

"GARDEN HOMES" - The dwellings on Jackson Court are covered under the Town By-Law's Special Provisions, Section 9.5, Subsection 9.5.1. The By-Law is brief and simply states that the buildings that are located within the designated zone as being subject to the Site Plan control.

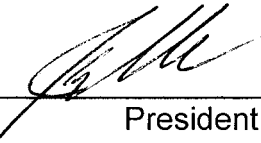
With reference to the Alterations, Additions, Demolition, and/or New Structures of the Hickory Hills Schedule "B", most, if not all, of the dimensional data does not apply. Only the architectural material is applicable.

The only additions permitted in Zone RM-1 are:

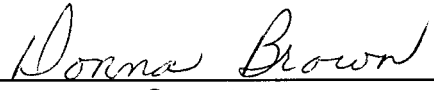
- Patios on grade, decks on grade or low decks. Patios and decks are defined in the definitions and specifications area of this document. The area that is allowed to be covered is to be within the limit of the privacy fence that extends out from the building and anywhere between the privacy fences.
- Retractable awnings. No fixed awnings are permitted.

All other areas are designated as "open landscaped space".

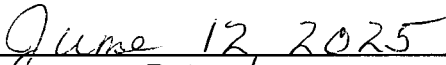
The foregoing PRRL Agreement as enacted by the Directors of the Association is hereby approved without variation by the affirmative vote of all Members entitled to vote at a Meeting of Members duly called and held and at which quorum was present this 23 day of April 2025.



President



Secretary



Date