

The following provisions shall apply to the use of land and the construction of buildings in all R2 Zones subject to the general provisions under Part B and Part C of this By-Law.

**1. PERMITTED USES**

Any person may use land and erect, occupy and maintain buildings and structures thereon for any of the following purposes:

(1) **Main Building**

- 10413 a) a detached one family dwelling;
- b) a public school and/or a private school;
- 10980 c) a church;
- 13027 d) a day nursery;
- 2019-62 e) a residential care facility;
- f) public use.

(2) **Accessory Uses, Buildings or Structures**

- a) Any use, building or structure, which is subordinate and customarily incidental to the main building.
- b) A home occupation.
- c) An office for a professional person.

**2. ZONE REQUIREMENTS FOR A DETACHED ONE FAMILY DWELLING**

- (1) Lot Frontage (minimum) 15.0 m.
- (2) Front Lot Line (minimum) 13.7 m.
- (3) Lot Area (minimum) 464.5 sq. m.
- (4) Front Yard Depth (minimum) 7.5 m.
- (5) Rear Yard Depth (minimum) 7.5 m.
- (6) Interior Side Yard Width (minimum)
  - a) Where no garage or carport is attached to, or is built as an integral part of the main building, on one side 2.4 m. on the other side 1.2 m. plus 0.6 m. for each additional or partial storey above one storey.
  - b) Where a garage or carport is attached to, or is built as an integral part of the main building
    - i) on the side where the garage or carport is attached or built
      - (aa) where there is no living accommodation above such garage or carport, 1.0 m.
      - (bb) where there is living accommodation above such garage or carport, 1.0 m. plus 0.6 m. for each additional or partial storey above the garage or carport.
    - ii) on the other side 1.2 m. plus 0.6 m. for each additional or partial storey above one storey.
- (7) Lot Coverage (maximum) 35%
- (8) Building Height (maximum) 10.6 m

**3. FOR ACCESSORY BUILDINGS OR STRUCTURES PROVISIONS**

See Part C, Section 8.

**3a. FOR RESIDENTIAL CARE FACILITIES**  
**13027**

The requirements of Section 2, of this Part E, shall apply, in addition to the requirements of Part C, Section 22.

**4. FOR SCHOOL OR CHURCH PROVISIONS**

See Part Y, Section 2.

**5. FOR HOME OCCUPATION PROVISIONS**

See Part C, Section 9.

**6. FOR OFFICE FOR A PROFESSIONAL PERSON PROVISIONS**

See Part C, Section 10.

**7. FOR OFF-STREET PARKING PROVISIONS**

See Part C, Sections 14 and 15.

**8. SPECIAL PROVISIONS**

(1) Notwithstanding the provisions of Sections 1, 2 and 3 of this Part and Subsection 2(2) of Part B, within the area zoned R2-1 the following provisions shall apply:

(a) **Permitted Uses**

Any person may use land and erect, occupy and maintain buildings and structures thereon for any of the following purposes:

i) **Main Building**

- aa. a detached one family dwelling;
- bb. a church;
- cc. a parish hall.

ii) **Accessory Uses, Buildings or Structures**

Any accessory use, building or structure, which is subordinate and incidental to the main building.

(b) **Zone Requirements for a Detached One Family Dwelling**

- i) Lot Frontage (minimum) 12.0 m.
- ii) Lot Area (minimum) 371.5 sq. m.
- iii) Front Yard Depth (minimum) 6.0 m.
- iv) Rear Yard Depth (minimum) 7.5 m.
- v) Interior Side Yard Width (minimum)

aa. Where no garage or carport is attached to, or is built as an integral part of the main building, on one side 2.4 m., on the other side 1.2 m. plus 0.6 m. for each additional metre on each storey above one storey.

bb. Where a garage or carport is attached to, or is built as an integral part of the main building

a) on the side where the garage or carport is attached or built

i) where there is no living accommodation above such garage or carport 1.0 m.

ii) where there is living accommodation above such garage or carport, 1.0 m. plus 0.6 m. for each storey above the garage or carport

b) on the other side 1.2 m. plus 0.6 m. for each storey above one storey

vi) Lot Coverage (maximum) 35%

vii) Building Height (maximum) 10.6 m.

(c) **Requirements for Accessory Buildings or Structures**

i) Front Yard Depth (minimum) 6.0 m.

ii) Interior Side Yard (minimum) 0.6 m.

iii) Lot Coverage (maximum) 10%

(d) **Provisions for Existing Dwellings**

i) Where at the time of the passing of this By-Law a dwelling has been erected on a lot, such dwelling and lot shall be deemed to comply with all requirements of this By-Law.

ii) Where at the time of the passing of this By-Law a dwelling has been erected on a lot, such dwelling may be extended, enlarged, improved and occupied, provided the yards existing at the time of the passing of this By-Law are not reduced in depth; and where any such yards are larger in depth than required by this By-Law, such yards may be reduced to the minimum yards required by this By-Law, provided the maximum lot coverage as required by Subsection (b) of this Section is maintained, and provided such building continues to be used in the same manner and for the same purpose it was used at the time of the passing of this By-Law.

iii) A dwelling destroyed by fire, or any other act of God, may be restored and reconstructed on the same lot providing the yard depths existing at the time prior to the destruction are maintained, or are not reduced to a depth lesser than required by this By-Law.

(2) Notwithstanding the provisions of Subsection 1(1) of this Part, within the area zoned R2-2 a semi-detached dwelling is permitted. Such dwelling may be extended, enlarged, improved and occupied, provided the yards existing at the time of passing of this By-Law are not reduced in depth or width; and where any such yards are larger than required by Section 3 of Part G of this By-Law, such yards may be reduced to the minimum yards required, provided the maximum lot coverage as prescribed in Section 3 of Part G of this By-Law is maintained.

- (3) Notwithstanding the provisions of Subsection 1(1) of this Part, the existing private clubs, at the locations listed below, are permitted, in addition to those uses listed in Section 1 of this Part. These existing private clubs shall be subject to the zone regulations of Part Y, Section 2 of this By-Law.

**Location of Private Club**

- a) 111 Bay Drive
- b) the south side of Victoria Street at Rollins Drive.

10413 (4) Notwithstanding the provisions of Subsection 2(4) of this Part E, within the area zoned R2-3 the minimum front yard depth shall be 3.6 m.

10413 (5) Notwithstanding but in addition to the provisions of this Part E, within the area zoned R2-4, the maintenance garage located on that lot at the time of the passing of this By-Law shall be a permitted use.

10413 (6) Notwithstanding but in addition to the provisions of this Part E, within the area zoned R2-5 the apartment dwelling existing at the time of the passing of this By-Law shall be a permitted use.

11622 (7) Notwithstanding the provisions of Section 16 of Part B, within the area zoned R2-6, a minimum outside side yard width of 4.4 m. shall be permitted.

12141 (8) Notwithstanding the provisions of Subsection 2(1) of this Part E, within the area zoned R2-7, the minimum lot frontage shall be 13.8 m.

13683 (9) Notwithstanding the provisions of Subsection 2.(1) of this Part E, within the area zoned R2-8 the minimum lot frontage shall be 14.1 metres.

A former Subsection (9) was deleted by By-Law Number 13554.

14006 (10) Notwithstanding the provisions of Section 2.(4) of this Part E, within the area zoned R2-9, the minimum required front yard depth shall be 6.0 metres.

98-26 (11) Notwithstanding the provisions of Section 2(2) of this Part E, within the area zoned R2-10, the minimum front lot line shall be 11.8 metres.

98-54 (12) Notwithstanding the provisions of Section 2(1) (2), (3), and (4) of this Part E, within the area zoned R2-11, the following provisions shall apply:

- (i) Lot Frontage (minimum) 13.4 m
- (ii) Front Lot Line (minimum) 13.4 m
- (iii) Lot Area (minimum) 421 m<sup>2</sup>
- (iv) Front Yard Depth 6.0 m

2000-02 (13) Notwithstanding the provisions of Section 2(6) (a) of this Part E, within the area zoned R2-12 where no garage or carport is attached to, or is built as an integral part of the main building, the side yard setback shall be 2.4 m on one side and 1.2 m plus 0.3 m for each additional or partial storey above one storey.

2000-76 (14) Notwithstanding the provisions of Section 2(4) within the area zoned R2 - 13, the minimum front yard depth shall be 5.5 metres.

2002-27 (15) Notwithstanding but in addition to the provisions of Section 1(1) of this Part E, within the area zoned R2 - 14, a bed and breakfast shall be a permitted use.

Furthermore, that within the area zoned R2 - 14, the provisions of Section 8 (4) of this Part E shall apply.

2002-96 (16) Notwithstanding the provisions of Section 2 (7) within the area zoned R2 - 15, the maximum lot coverage shall be 37%.

Furthermore, that within the area zoned R2 - 15, the provisions of Section 8 (10) of this Part E shall apply.

2002-154 (17) Notwithstanding the provisions of Sections 2(2), 2(4) and 2(7) of this Part E, within the area zoned R2-16, the following provisions shall apply:

- (i) Front Lot Line (minimum) 12.2 m
- (ii) Front Yard Depth (minimum) 6.0 m
- (iii) Lot Coverage – single storey only (maximum) 37%

(18) Notwithstanding the provisions of Section 2(4) and 2(7) of this Part E, within the area zoned R2-17, the following provisions shall apply:

- (i) Front Yard Depth (minimum) 6.0 m
- (ii) Lot Coverage – single storey only (maximum) 37%

2002-182 (19) Notwithstanding the provisions of Section 1 of this Part E, within the area zoned R2-18 the permitted use shall be restricted to the paved parking area existing on the date of the passing of this By-Law and, furthermore, the approximately 30 metre by 45 metre portion of land located at the north limit of the R2-18 zone shall be maintained as a landscaped area.

2003-26 (20) Notwithstanding the provisions of Section 2(3) and 2(4) within the area zoned R2-19, the following provisions shall apply:

- (i) Front Yard Depth (minimum) 6.0 m
- (ii) Lot Area (minimum) 371.5 m<sup>2</sup>

2003-45 (21) Notwithstanding the provisions of Section 1 (1) of this Part E, within the area described as Part of Lots 7 and 8, Registered Plan No. 163 (Lane Avenue) and zoned R2-h, no person shall erect any building or structure until such time as the 'h' holding symbol has been removed. The 'h' holding symbol shall be only removed subject to the following matters being addressed:

- (i) For the most northerly 15 metres of the subject land fronting on Lane Avenue, the 'h' holding symbol shall prohibit development until such time as an agreement between the owners and the City of Belleville has been approved regarding satisfactory road widening on Lane Avenue; and,
- (ii) For the remaining 66 metres of the subject land fronting on Lane Avenue; the 'h' holding provision shall prohibit development until such time as the issues of municipal services, including sanitary sewer, road width and the establishment of a road allowance configuration have been addressed to the satisfaction of the City of Belleville.

(NOTE TO FILE: By-Law Number 2005-19, passed February 14, 2005, removed the "h" holding symbol **only from the lands described as** Part of Lot 8, Registered Plan No. 163, City of Belleville, County of Hastings.)

2003-51 (22) Notwithstanding the provisions of Sections 2(1), 2(4) and 2(7) of this Part E, within the area zoned R2-20, the following provisions shall apply:

- (i) Lot Frontage (minimum) 14.75 m
- (ii) Front Yard Depth (minimum) 6.0 m
- (iii) Lot Coverage – single storey only (maximum) 38%

- 2003-90 (23) Notwithstanding the provisions of Sections 2(4) and 2(7) of this Part E, within the area zoned R2-21, the following provisions shall apply:
- (i) Front Yard Depth (minimum) 6.0 m
  - (ii) Lot Coverage – single storey only (maximum) 40%
- 2003-91 (24) Notwithstanding the provisions of Sections 2(4) and 2(7) of this Part E, within the area zoned R2-22, the following provisions shall apply:
- (i) Front Yard Depth (minimum) 5.5 m
  - (ii) Lot Coverage – single storey only (maximum) 40%
- 2003-142 (25) Notwithstanding the provisions of Sections 2(2) and 2(4) of this Part E, within the area zoned R2-23, the following provisions shall apply:
- (i) Front Lot Line (minimum) 11.2 m
  - (ii) Front Yard Depth (minimum) 6.0 m
- 2007-220 (26) Notwithstanding the provisions of Section 1(1) of this Part E and Section 3(2) of Part G, within the area zoned R2-24, a semi-detached dwelling shall be a permitted use subject to a minimum lot frontage per dwelling unit of 8.8 metres.
- 2010-127 (27) Notwithstanding the provisions of Subsections 2 (4) and 2 (6) of this Part E, within the area zoned R2-25, the minimum front yard depth shall be 6.0 metres and the minimum interior side yard width shall be 1.2 metres.
- 2010-150 (28) Notwithstanding the provisions of Sections 2(4) and 2(7) of this Part E, within the area zoned R2-26, the minimum front yard depth shall be 6.0 metres and the maximum lot coverage shall be 38%.
- 2012-218 (29) Notwithstanding the provisions of Subsection 1 (16) of Part B, Subsection 12 (1) of Part C and Subsection 2 (1) of this Part E, within the area zoned R2-27, the minimum outside side yard shall be 3.6 metres, unenclosed steps shall be permitted to encroach 1.2 metres into the outside side yard, and the minimum lot frontage shall be 13.2 metres.
- 2013-93 (30) Notwithstanding the provision of Subsection 1 (16) of Part B, within the area zoned R2-28, the provisions of Subsection 8 (27) of this Part E shall apply, save and except that the minimum outside side yard depth shall be 4.0 metres.
- 2017-182 Notwithstanding the provision of Subsection 2 (7) of this Part E, within the area zoned R2-28, the maximum lot coverage for single storey only shall be 40%.
- 2<sup>nd</sup> paragraph deleted by By-Law 2015-137 July 13, 2015 & replaced with the following:
- 2015-137 Notwithstanding the provisions of Subsection 1 (1) of this Part E, within the area zoned R2-28-h, no person shall erect or occupy any building or structure or use any building or structure and land for any purposes, other than the use that existed on the date of the passing of this By-Law. The h – holding symbol shall be removed in accordance with the provisions of the Planning Act, R.S.O., 1990, as amended, provided that the standard of roadway access is satisfactory to the City of Belleville.
- 2017-38 (NOTE TO FILE: By-Law Number 2017-38, passed February 13, 2017, removed the “h” holding symbol from the lands described as 19 Cobblestone Street, former Township of Sidney, now City of Belleville, County of Hastings.)

2015-23 (31) Notwithstanding the provisions of Section 1 of this Part E, and Subsection 15 (1) g) of Part C, within the area zoned R2-29 a beauty salon used only in association with the C1-4 zoned area to the north and to be only located within the single detached dwelling existing on the day of the passage of this By-Law shall be a permitted use, in addition to the uses permitted by Section 1 of this Part E. Moreover, driveways to the parking areas shall be shared with the C1-4 zoned area to the north.

2018-92 (32) Notwithstanding the provisions of Subsection 1. (2) within the area zoned R2-30, parking for Quinte Healthcare shall be a permitted use.

**9. FOR DAY NURSERY PROVISIONS**

10980

See Part C, Section 21.

THIS AGREEMENT made this 3rd day of July, 1985.

BETWEEN

J.E.M. PROPERTIES LIMITED,  
hereinafter called the Owner,  
OF THE FIRST PART;

- and -

THE CORPORATION OF THE CITY OF BELLEVILLE,  
hereinafter called the Corporation,  
OF THE SECOND PART;

WHEREAS the Owner is seized in fee simple of the lands described in Schedule "A" annexed hereto;

AND WHEREAS the Owner is desirous of constructing a Group Housing Project on the said lands;

AND WHEREAS the lands are to be zoned R5-2 under the Restricted Area By-law of The Corporation of the City of Belleville Number 10245 as amended, said zoning to include a Special Provision to restrict the maximum number of dwelling units to 24 units and to require that the Site Plan be part of the amending zoning By-law;

AND WHEREAS Section 6(c) of By-law Number 10669 requires that prior to the development of the lands in an R5-2 zone a Site Plan Agreement dealing with the provision, maintenance, and the use of various facilities and matters be entered into between the Owner of the lands and the Corporation;

AND WHEREAS the Owner is desirous of developing the said lands set out in Schedule "A" by constructing thereon a Group Housing Project and is therefore pursuant to By-law 10669 desirous of entering into a Site Plan Agreement which these presents shall constitute;

IN CONSIDERATION of the mutual promises contained herein, the hereinbefore premises and other good and valuable consideration, the Parties hereto agree as follows:



1. The Owner and the Corporation agree that this Agreement shall constitute and be an agreement within the meaning of Section 6(c) of By-law Number 10669 of the Corporation and once it has been executed by both the Owner and the Corporation, the Owner shall be entitled to develop the lands in accordance with the terms of this agreement, subject to the necessary rezoning being finalized.
  
2. The Parties acknowledge and agree that hereto and forming part of this Agreement is Schedule "B", which Schedule is made up of the following drawings:  
  
Drawing A-1 and A-2
  
3. The Corporation and Owner agree that ingress and egress to the property from Herchimer Avenue shall be provided at the points and in the manner set out in the plans annexed hereto as Schedule "B" and that such ingress and egress shall be maintained and constructed by the Owner for both vehicular and pedestrian traffic in accordance with the said plans.
  
4. a) That there be provision of emergency access facilities for fire fighting vehicles, said emergency access to be provided through the Belleville Plaza property as set out in the plans annexed hereto as Schedule "B". Provision of said access being the subject of an Agreement between Belleville Plaza, J.E.M. Properties Limited and The Corporation of the City of Belleville dated the 26th day of March, 1985.  
  
b) The Corporation and Owner agree that said emergency access facilities for fire fighting vehicles be a minimum of 6 m. in width and that the emergency access will be appropriately posted by the Owner as a no parking area on both sides and that the Owner will ensure that the emergency access will be used by emergency vehicles only into the Belleville Plaza property.
  
5. The Owner covenants that parking for the facility shall be provided as shown on the plans annexed hereto as Schedule "B", in accordance with the requirements of By-law Number 10245.

6. The Owner covenants and agrees that it shall be solely responsible for the removal of snow and ice from the internal roadways, if any, set out in the drawings annexed hereto as Schedule "B", and as well from the driveways and parking areas designated on the plans.
  
7. The Owner covenants and agrees that the lands shall be developed, laid out and constructed strictly in accordance with the layout, plans and specifications attached to this Agreement as Schedule "B" and unless otherwise mutually agreed between the Parties hereto, the Owner agrees that it will construct the Group Housing Project strictly in accordance with the site plan and services outlined therein. The parties further agree that the drawings attached hereto as Schedule "B" properly detail drainage, swale, internal storm sewers, storm sewer outlets, internal sanitary sewer system, walkways, internal roadways, watermains and electrical distribution systems, and all other matters covered thereby. The Owner further covenants that the storm and sanitary sewers and roadways shall be constructed at its expense to the specifications and standards of the City of Belleville. The Owner further covenants and agrees to construct the sanitary sewer and its connections from the proposed development to the Corporation's sewers on Herchimer Avenue, said construction and connection to be in accordance with the Corporation's requirements.
  
8. The Owner further covenants and agrees to:
  - a) Contain all surface water runoff from the roof of the building and from the parking lot within their limits;
  
  - b) At the end of construction, sod all disturbed areas and protect the sod with stakes and/or wire mesh until the sod is well rooted.
  
9. The Owner covenants and agrees to comply with the requirements of the Public Utilities Commission of the City of Belleville and, prior to the issuance of any building permit, to enter into such Agreement or Agreements as may be required with the Commission for the supply of electricity and water and to convey to the Commission such easement or easements as may be necessary for the continuation of its distribution systems.

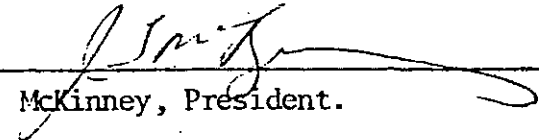
10. The Owner further covenants that the property shall be landscaped in accordance with the landscape drawing, which forms part of Schedule "B" and the same maintained accordingly.
11. The Owner agrees to provide either a certified cheque or Letter of Credit payable to the Corporation in the amount of \$15,000.00 as performance security for the Corporation in connection with work proposed to be undertaken on the public road allowance. In the event the work is carried out by the Corporation, the Owner agrees that the Corporation shall undertake to have the work completed at the Owner's expense and that the Owner shall be liable for the full cost of the said work and the Corporation shall be permitted to apply the funds in the performance security to the said cost and should there be a balance remaining the Owner further agrees to reimburse the City for such balance.
12. The Owner further agrees to guarantee the work it carries out on the Corporation's road allowance for a twelve month period from the date of completion of all conditions required by this Agreement as indicated by the Corporation. The performance security may be reduced to \$1,500.00 for the twelve month guaranteed maintenance period if requested by the Owner.
13. The Owner agrees that all services on public road allowances shall be installed strictly in accordance with City specifications and standards and all such installations will be made throughout under the supervision of the City Engineer and also in accordance with the plans and profiles attached hereto as Schedule "B". Any contractor employed by the Owner to install any such City services must be approved by the City Engineer, in writing, prior to the contract being made.
14. The Owner agrees to pay to the City, inspection costs in the amount of \$500.00.
15. The Owner further agrees to carry out the works described herein to the satisfaction of the Corporation on/or before the 31st day of December, 1986.

16. The Owner agrees to submit an application for approval of a Plan of Condominium in connection with the Group Housing Project.
17. The Owner agrees that any asphalt reinstatement and concrete or asphalt sidewalk reinstatement on the public road allowance will be carried out by the City of Belleville at the Owner's expense.
18. The Owner agrees that prior to completion of the works covered by the Agreement, to supply to the Corporation an affidavit signed by a Professional Engineer or Ontario Land Surveyor which shall verify that the grades as actually set in the ground are in accordance with the grades as set out on the site plan included herewith as Schedule "B". A Site Plan shall be provided indicating the actual grades and the proposed grades.
19. That the "Increase in Residential Density" provision of the Corporation's policy on park levies and parkland dedication apply and that the Owner pay to the Corporation an amount of \$150.00 per unit (24 units @ \$150.00 = \$3,600.00).
20. The Owner agrees that it shall pay all arrears of taxes outstanding against Schedule "A" lands forthwith upon the execution by the Parties of this Agreement.
21. The Parties hereto agree that this Agreement shall be binding upon and enure to the benefit of their respective heirs, executors, administrators, successors and assigns and that the covenants, provisos and conditions herein contained shall be construed as covenants that run with the land. All of the covenants herein shall be enforced against and at the expense of the Owners of the lands as they appear from time to time.

IN WITNESS WHEREOF the Parties have set their hands and seals as evidenced by the signatures hereto of their proper signing officers duly authorized in that behalf.

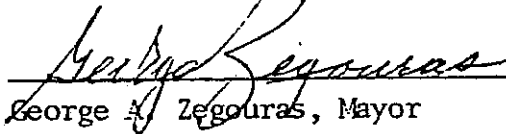
DATED at Belleville, Ontario, this 3<sup>rd</sup> day of July,  
1985.

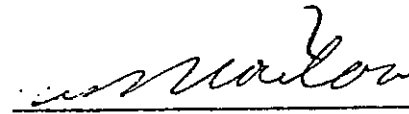
J.E.M. PROPERTIES LIMITED

PER:   
J.E. McKinney, President.

THE CORPORATION OF THE CITY OF BELLEVILLE

By Its Mayor and Clerk:

  
George A. Zegouras, Mayor

  
William C. Moreton, City Clerk

**SCHEDULE "A"**

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Belleville, in the County of Hastings, and being composed of part of Lots 35, 36 and 37, Registered Plan No. 65, City of Belleville, and being designated at Parts 1 and 2 on Plan 21R-8144.