

OFFICE SCHEDULE

Number WR1348191
CERTIFICATE OF RECEIPT

2021/06/14 @ 13:02

Waterloo *John S. [Signature]*
No. 58
Kitchener Land Registrar

DECLARATION

CONDOMINIUM

ACT, 1998

WATERLOO STANDARD CONDOMINIUM PLAN NO. 720

NEW PROPERTY IDENTIFIER'S BLOCK 23720

RECENTLY: 22469-0526/22469-0535/22469-0536

DECLARANT: RJVW WINDALE HOLDINGS INC.

SOLICITOR: Mark Kok
Clifton Kok LLP

ADDRESS: 12 Northumberland Street
Ayr, ON
N0B 1E0

PHONE: 519-632-9755
FAX: 519-632-8031

No. OF UNITS 36

FEES: \$76.15 + \$180.00 = \$256.15

THIS DECLARATION is made and executed by **RJVW Windale Holdings Inc.**, which is described herein as the "Declarant" and is the owner of the property described in Schedule A.

The registration of this Declaration and its related description will create a Freehold Standard Condominium Corporation. The Declarant intends that the land and interest appurtenant to the land in the description and Schedule A of this Declaration be governed by the *Condominium Act, 1998*.

ARTICLE I: INTRODUCTORY

Definitions and Interpretation

1. All words in this Declaration that are defined in the Act shall have the meaning ascribed to them in the Act, and:
 - a. "Act" means the *Condominium Act, 1998* and the Regulations pursuant to that Act, each as amended, supplemented or replaced from time to time and any successor legislation, except where the context requires otherwise;
 - b. "Board" means the board of directors of the Corporation;
 - c. "By-law" means a by-law of this Corporation;
 - d. "Condominium Plan" means the lands governed by the Act as a result of the registration against title thereto of this Declaration, the related description, and each (if any) of amendments thereto made pursuant to Part XI of the Act, which lands are more particularly described in Schedule A hereto, as amended from time to time;
 - e. "Corporation" means the condominium corporation created by the said registration of this Declaration and the related description;
 - f. "Declaration" means this declaration as amended from time-to-time;
 - g. "EUA" means that portion of the common elements appurtenant to a Residential Unit that is designated for the exclusive use of the Unit Occupants of the Unit, as defined in Schedule F of this Declaration and the description plans creating the Condominium Plan;
 - h. "Municipality" means, generally, a municipality duly incorporated in the Province of Ontario within the meaning of the *Municipal Act, 2001*, and, specifically, in relation to the matter subject of the context in which the term is used in this Declaration, the municipality or municipalities having jurisdiction and authority in regard to the same;
 - i. "party wall" means any interior wall that is a dividing partition separating two adjoining Units;
 - j. "Recreational vehicles" means boats, trailers, snowmobiles, personal water craft, and any vehicle which contains cooking and/or sleeping facilities or which is capable of providing accommodation facilities to one or more persons;
 - k. "Residential Unit" means any unit that is designed for residential use;
 - l. "Rule" means a rule of this Corporation;
 - m. "Telecommunication Device" means any signal transmission or signal reception device, or any roof antenna, satellite dish, or any other antenna, exterior tower antenna, or satellite dish antenna for either radio, television, internet or other reception or transmission, or for any other purpose and includes any exterior tower or other structure or support device that can be used as a support or otherwise in conjunction with any antenna, satellite dish, or other transmission or reception device;
 - n. "Unit" means a unit as defined in the Act, and includes Residential Units;
 - o. "Unit Occupant" or "Unit Occupants" means either singularly or collectively, as required by the context, any Residential Unit Owner (whether or not a resident of a Residential Unit) and:

- i. all members of such Unit Owner's household regularly dwelling in the said Residential Unit, and/or a tenant of the said Unit, and all members of such tenant's household regularly dwelling in the said Unit; and
 - ii. any other person in actual and permitted occupancy of the said Unit in this Condominium Plan.
- p. "Unit Owner" means the owner or owners of a Unit, as do the general terms "Owner" and "Owners" respectively;
- q. "Visitor" shall include, without limiting the ordinary generality of the term, any person other than a Unit Occupant who is an invitee, guest or servant of a Unit Occupant, while present on the Condominium Plan; and
- r. the terms "repair" and "maintain" as used herein have, in the first instance, their ordinary meanings except where used in reference to an obligation of a Unit Owner or the Corporation to perform maintenance or repair in respect of a Unit or the common elements or any part(s) thereof. In such instances, the term "repair" shall be understood to mean "repair after damage," and such term, and the term "maintain," shall have the meanings ascribed to them in subsections 89 (2) and 90 (2) of that version of the Act in effect as at January 1, 2017, until the coming into force of subsection 1 (16) and section 82 of Schedule 1 of the *Protecting Condominium Owners Act, 2015*, S.O. 2015, c.28, which amend the definitions of such terms in relation to the said obligations.
2. Captions and headings with respect to paragraphs, articles and/or subparagraphs of this Declaration do not have any standing and are placed herein for descriptive purposes only and do not affect or in any way vary the plain meaning of the contents of the paragraphs, articles and/or subparagraphs to which they are appurtenant.
 3. Each use of the masculine, feminine or neuter genders in this Declaration shall be deemed to include the others, and the use of the singular shall be deemed to include the plural, and vice versa, wherever the context so requires.

Schedules

4. The consent of any person having a registered mortgage against the Condominium Plan or interests appurtenant to the Condominium Plan is contained in Schedule B.
5. The monuments controlling the extent of the Units are the physical boundaries set out in Schedule C and in the description.
6. A statement of the proportions, expressed in percentages, of the common interests appurtenant to the Units is set out in Schedule D.
7. A statement of the proportions, expressed in percentages allocated to the Units, in which the owners are to contribute to the common expenses, is set out in Schedule D.
8. A statement of the common expenses is set out in Schedule E.
9. A specification of the exclusive use portions (if any) of the common elements that are to be used by the owners of one or more designated Units and not by all the owners is set out in Schedule F.
10. The requisite certificate as prescribed by regulation 48/01 is attached hereto as Schedule G.

Addresses

11. The municipal address for the Corporation is 185 Windale Crescent, Kitchener, Ontario.
12. The mailing address of the Corporation is c/o RJVW Windale Holdings Inc, 12-3078 Mayfield Road, Brampton, Ontario, L6Z 0E3.
13. The address for service for the Corporation is c/o RJVW Windale Holdings Inc, 12-3078 Mayfield Road, Brampton, Ontario, L6Z 0E3.

ARTICLE II: UNITS

Provisions Relating to Use and Occupancy

1. The Residential Units are to be used as residential dwellings only; and
 - a. Without limiting the generality of the foregoing, no Residential Unit may be used for any commercial purposes by anyone, regardless of whether same are permitted by municipal by-laws, including that, without limitation:
 - i. no Residential Unit may be used or occupied in the manner of an inn, lodging house, boarding house, rooming house, "bed & breakfast", hotel or hostel, or any use substantially similar to any such uses (including hosting through Airbnb or similar type of shared accommodation arrangement), and, for clarity, the foregoing restrictions shall apply notwithstanding the issuance of a license by any Municipality or other relevant authority purporting to permit such use(s); and
 - ii. the Board has the right to prohibit any and all forms of babysitting services and day care facilities regardless of whether same are permitted by the municipal zoning by-laws; and
 - b. notwithstanding the foregoing, "home offices" are permitted within the Residential Units provided the same do not violate the relevant municipal zoning by-law(s), generate any vehicular or pedestrian traffic within any part of common elements, or cause significant irritation to Unit Occupants of other Units, as reasonably determined by the Board, such that the Board is entitled to prohibit any home offices that violate the foregoing proviso.

This provision does not apply to any Unit owned by the Declarant.

2. No Unit shall be occupied or used by anyone whose occupancy or use shall give rise to the possible cancellation of any policy of insurance. If any proposed or actual use of a Unit or the proposed or actual occupation thereof by any person or persons should in the sole determination of the Board upon the advice of its insurer and such other reliable counsel, cause a threatened or actual:
 - a. increase in the cost of the insurance coverage that the Corporation is obligated to maintain on account of the provisions of the Act, the Declaration or any By-law of the Corporation; or,
 - b. cancellation and/or non-renewal of any or all of the insurance coverage that the Corporation is obligated to maintain on account of the provisions of the Act, the Declaration or any By-law of the Corporation;

then, such proposed or actual use of such Unit or proposed or actual occupation thereof by such person or persons if it has not yet occurred, shall not be allowed to occur, or, if it has occurred already and is continuing, shall immediately cease upon the written request to the Unit Owner by the Board.

In addition, or, alternatively, in the sole and absolute discretion of the Board, if a Unit is occupied or used by anyone in a way that results in an increased insurance premium cost to the Corporation, the owner of the relevant Unit shall reimburse the Corporation for the amount of the increase, and the increase in premium cost shall be added to the said owner's contribution towards common expenses and therefore can be the subject matter of a lien on account of arrears of common expenses if not paid upon request by the Board.

This provision does not apply to any Unit owned by the Declarant.

3. No Residential Unit owner shall lease such Owner's Unit to any person whose occupancy would be contrary to the provisions of this Declaration and until such Owner delivers to the Board:
 - a. a written statement signed by the Owner representing and warranting that the proposed occupancy by the intended tenant(s) of the Residential Unit shall comply in all respects with the conditions and restrictions on occupancy that are set out in this Declaration; and
 - b. an acknowledgement and undertaking signed by the primary tenant containing:
 - i. the legibly printed name(s) of each person who is proposed to occupy the Unit pursuant to such tenancy; and

- ii. the following statement without omission or amendment:

I acknowledge receiving copies of the Declaration, By-laws and Rules of the Corporation and hereby undertake, covenant and agree that I and all other tenants and guests of the Unit from time to time will, in using the Unit rented by me and the common elements of this Condominium Plan, comply with the legislation applicable to condominiums in Ontario, the Declaration, By-Laws and all Rules of the Corporation, and the applicable provisions of all municipal development, site plan and other agreements, all utility easement agreements and all restrictive covenants affecting the Unit and common elements during the term of the tenancy.

Failing the delivery of such documents, such tenancy is not permitted. This provision does not apply to the Declarant.

Unit Components

4. Notwithstanding anything otherwise provided herein:
- a. each Unit shall exclude all pipes, wires, cables, conduits, ducts, flues, shafts, public utility lines used for power, cable television, water, heating, air conditioning or drainage, and mechanical or similar apparatus that provide any service or utility to more than one Unit, or to the common elements, or that may lie within the boundaries of any particular Unit but which do not service that particular Unit; and
 - b. except for lateral feeds to and from the Unit, each Unit shall include all parts of a Unit's Unit Systems (as hereinafter defined), heating, ventilating and air conditioning (if any) equipment, metal sleeves, pipes, flues and vents and related equipment, all furnace and fireplace (if any), chimneys (if any) and flues and related equipment and all pipes, wires, cables, conduits, ducts, and related junction boxes, fixtures, outlets and other facilities relative to utilities in respect of a Unit, that service only such Unit and are located within the Unit boundaries or are attached to the exterior building envelope of the Unit in question.
5. The water stops with respect to the water lines within this Condominium Plan shall also be common elements despite being located within the boundaries of any Unit. The Municipality and the Corporation, including their respective agents, contractors and workmen are entitled to access to the Unit as is necessary from time-to-time to repair and maintain and replace the water stops or to turn on and/or shut off the water being supplied to a Unit.
6. Any sump pump that is installed at the time of original construction by the Declarant or as required by any applicable governmental legislation, regulation and/or building or other codes or by the Municipality, and all related pipes, wires, vents, and other equipment shall be deemed to be part of the Unit in or beneath which it is situate. If not initially required at the time of construction of the Unit by any applicable governmental legislation, regulation and/or building or other codes, neither the Declarant, the Board nor the Corporation has any duty to install any sump pump regardless of physical conditions and/or the presence of groundwater.

Miscellaneous

7. Each Unit Owner must advise the Board of Directors in writing of the name of each person who occupies or lives in the Residential Unit owned by such Unit Owner forthwith upon the person occupying or commencing to live in the Residential Unit.

ARTICLE III: ACCESS TO UNITS AND COMMON ELEMENTS

Access by Declarant

1. The Declarant is entitled to complete all buildings and all improvements to the Condominium Plan, display signage on the common elements, maintain Units as models for display and sale purposes, to have potential purchasers and tenants visit any Unit owned by the Declarant (including viewing the common elements and passing across same), and otherwise maintain offices, displays and signs on the common elements and in the Units owned by the Declarant, and it and its agents and employees are granted the right to enter onto all portions of the Condominium Plan for all such and related purposes until all Units in the Condominium Plan have been sold and conveyed by the Declarant and until the Declarant has completed all of its work with respect to the Condominium

Plan. In addition, the Declarant can designate up to six common elements parking spaces in various locations for its exclusive use and display signage for same for any purpose it chooses until all Units in the Condominium Plan have been sold by the Declarant. Nothing in this Declaration or otherwise shall prevent or hinder the foregoing. With respect to such facilities and use, the Declarant, subject to the right to use the same as set out above, must otherwise comply with this Declaration, all enforceable Rules and By-laws and the Act and act reasonably. In addition and despite the foregoing, reasonable use of exterior lighting by the Declarant will not be considered a nuisance to other owners nor will any sales flags, pennants or banners of any nature or kind put in place by the Declarant be considered a nuisance and the same are permitted until such time as all of the Units within the Condominium Plan have been sold by the Declarant. The Declarant is obligated to pay the common expenses attributed to any Unit that it owns despite the fact it may be using such Unit in accordance with the provisions of this paragraph.

Access by Corporation

2. In addition to rights of access by the Corporation under the Act, a person authorized by the Corporation may enter any Unit without notice for repairing or inspecting the Unit or the common elements or for correcting any condition that might result in damage or loss to the property. If the keys to the Unit and any security codes required to deactivate all alarms for the Unit have not been provided to the Board and the Board is unable in the time frame necessary for access to occur to reach any contact person who can provide access whose name has been provided by the Unit Owners for that purpose or after reaching such person access is not provided in the time frame necessary for access, the Board and/or its manager and/or its agents and contractors are authorized to use such force as is necessary to permit access to the Unit with the costs of repairing the damage so caused and any charges from any alarm company being the responsibility of the Corporation.
3. The Corporation is entitled to retain a key and/or access code to all locks in the doors of each Unit. Unit Owners shall provide the same forthwith upon request by the Board and shall provide the Board with any codes necessary to deactivate any security alarm situated in a Unit and update the same if changed. No one shall change any lock or place any additional locks on the doors to any Unit or in the Unit without immediately providing the Corporation a key for each new or changed lock.

Access by Others

4. Each Unit and all of the common elements are subject to a right of entry and access in favour of the Corporation, the Municipality, Utility Suppliers, companies that supply television and/or telephone and/or Internet facilities and any cable or other television signal supplier to permit entry by equipment, machinery and workers as is reasonably required to install, construct, repair, replace, modify, upgrade, renovate, improve and/or maintain all pipes, vents, meters, wires, ducts, cables, drains, conduits, service connections, equipment, mains for sewer and storm water, electricity transformer(s), switchgear, electrical communications antenna, water mains, telephone cables and access transmission lines and public utility lines (including all appurtenances to any of the foregoing) that, without limiting the generality of the foregoing, provide power, communication facilities, water, fuel, venting and/or sewage or waste water disposal to or from any one (1) or more of the Units and/or common elements. In addition, such right of entry is allowed on account of any emergency situation that may exist anywhere on the Lands or Condominium Plan including, without limitation, the entry onto any Unit or part of the common elements by medical personnel, emergency services personnel, medics, police and/or fire fighters. Any Utility Supplier and/or Monitoring Agency and/or company supplying television and/or telephone and/or Internet facilities and any cable or other television signal supplier is entitled to affix such equipment as it deems appropriate to outside walls. No Unit Occupant shall interfere with or do or omit to do anything that could reasonably be expected to impair the ability of the same to perform the function(s) intended. There shall be no construction proximate to such pipes, equipment, meters, vents, wires, ducts, cables, drains, conduits, service connections, mains for sewer and storm water, electricity transformer(s), switchgear, electrical communications antenna, water mains, telephone cables and access transmission lines and public utility lines (including all appurtenances to any of the foregoing) that could damage the same or impair the ability of the same to function as intended. The Declarant and the Corporation have the right to enter any Unit and install any pipes, vents, meters, wires, ducts, cables, drains, conduits, service connections, equipment and/or mains. Access to the meters shall be in accordance with any regulations which the Utility Supplier responsible for reading the meter may have in effect or be subject to from time to time. No meter shall be hidden or obscured or blocked so that it cannot be easily and conveniently read by the person charged with the responsibility to read such meter.

ARTICLE IV: ALTERATIONS**Alterations, Generally**

1. Except with the prior express written consent of the Board and the Declarant (while it owns any Unit) or as otherwise permitted in this Declaration or the Rules:
 - a. nothing is permitted to be placed, left, installed, situate or otherwise be in the common elements (which, for clarity, includes the exterior building envelope and other related components of the structure surrounding each Unit);
 - b. no maintenance, signage, addition, alteration, repair, renovation, improvement, painting or staining that affects the appearance of any part of a Unit that can be seen from any abutting street or from any other Unit and/or from the common elements is permitted;
 - c. specifically and without limiting the generality of the foregoing, no hot tub or other thing which may or does contain a substantial quantity water is allowed anywhere on the exterior portion of any Unit or in the common elements;

which consent:

- i. neither the Board nor the Declarant is required to provide; and
- ii. if given can be revoked without reason or explanation; and
- iii. may be subject to such conditions and/or criteria as the Board or Declarant (while it owns any lands or Unit within the Condominium Plan), as the case may be, deems or determines is appropriate in its absolute discretion, including without limiting the generality of the foregoing a requirement that the Unit Owner making the request pay a security deposit and/or execute a waiver or indemnity in a form acceptable to the Board or Declarant (while it owns any lands or Unit within the Condominium Plan), as the case may be, where it is reasonable to do so having regard to the risks of property damage and/or personal injury inherent in or attendant to allowing the alteration, addition, placement or other thing that is subject of such consent.

This provision is not applicable to the Declarant or to any Unit owned by the Declarant.

2. No one shall make any change within or to a Unit that would:
 - a. adversely affect noise attenuation features of the Unit or the structure in which the Unit is situate; or
 - b. diminish the fire rating of the Unit or the structure in which the Unit is situate; or
 - c. violate any applicable Building Codes, property standards or building regulations.
3. No addition or alteration to the common elements or any Unit (including the construction of any structure(s) thereon) is permitted that would have any impact on the stormwater management facility or plan applicable to the Condominium Plan or neighbouring lands unless such addition or alteration has received the prior written approval of the Board and the government or governmental authority having jurisdiction.

Specific Installations, Additions and Alterations

4. Notwithstanding any consent granted by the Board or the fulfillment of any other requirements or criteria under this Declaration or the Act:
 - a. No one shall do anything (including any maintenance or repair) or make any change with respect to any part of the roof structure of a Unit both above and below the plywood sub roof sheathing, or to a load bearing wall, or to a party wall or any other load bearing component within a Unit, unless he or she has first submitted to the Board an engineer's certificate addressed to the Corporation confirming, to the Board's satisfaction in its sole and exclusive discretion, that the proposed action will not reduce the load bearing capacity of the said roof, roof structure, wall or such other load bearing component

- b. no fence (other than a fence placed by the Declarant, nor any extension of or addition to any such Declarant-installed fence, nor any privacy screen, garden shed, 'outbuilding', deck, gazebo, or other object or structure may be erected, installed or otherwise placed anywhere within this Condominium Plan without the prior express written consent of the Declarant, while it owns any Unit or portion of the Condominium Plan, and any permitted fence placed along the front boundary line of a yard area appurtenant to a Unit, if permitted, must contain a properly and easily functioning and unlocked gate permitting passing through such fence without obstruction;
- c. any clotheslines, clothes trees, goods and technologies that have a purpose that is the same as a clothesline or clothes tree, and/or equipment that is necessary for the proper installation and operation of the foregoing that must be installed and used in accordance with Ontario Regulation 97/08 of the *Energy Conservation Leadership Act, 2006* or any replacement applicable legislation and must at all times be kept in a good and proper state of repair and appearance by the Unit Owner responsible for the same in accordance with criteria as to state of repair, appearance and specifications established from time to time by the Board;
- d. no Telecommunication Device shall be erected, fixed, rest by its own weight or otherwise, hang or otherwise be located so as to be visible anywhere on the Condominium Plan or any building or structure thereon or present or visible from any abutting street or any other Unit or common elements, except such as are designed, installed and located in accordance with criteria established by the Board;

any consent granted in relation to any of the foregoing items shall not constitute permission for any further such item.

5. No person shall install, fix, hang or otherwise place window or glass door coverings of any type in any Unit that are visible from any abutting street or any other Units or the common elements, unless the same are white or off-white sheer curtains or are draperies or other coverings lined with white or off-white material and that are in accordance with criteria established by the Board. This paragraph is intended (without limiting the generality of the foregoing) to prevent window and glass door coverings being used that were not intended for such use or which are unsightly or inconsistent with other visible window and glass door coverings being used in the Condominium Plan.
6. No window air-conditioning unit is permitted to be installed in any Unit. No air-conditioning unit nor heat pump nor similar equipment and machinery and other noise generating equipment appurtenant to or used in connection with a Unit (all of which are collectively referred to herein as "AC equipment") is permitted save and except AC equipment that has been pre-approved in writing by the Board. In the absence of reasonable grounds to refuse same the Board shall approve applications for the foregoing. The external elements and components of any such AC equipment may only be located in an area of the Unit approved by the Board or the original declarant-installed location. This foregoing part of this paragraph is not applicable to AC equipment placed by or on behalf of the Declarant. All AC equipment must be kept in good repair by the owner of same so that the noise from same is kept as low as is reasonably possible. All components of such AC equipment shall form part of the Unit so that the Unit Owner of the said Unit is responsible to maintain, repair and replace the same as required by the Board in its discretion (exercised reasonably) or the Declarant while it has any ownership interest in any Unit.

ARTICLE V: MAINTENANCE AND REPAIRS

Units, Generally

1. Each Unit Owner must maintain and repair such Unit Owner's Unit, and any and all improvements to such Unit.
2. Any work within a Unit that requires a building permit may not be performed without the approval of the Municipality and prior written consent of the Board which consent may be arbitrarily withheld.
3. If the Corporation carries out any repair to more than one Unit due to failure by the Owners of such Units to carry out such Owners' repair obligation within a reasonable time after damage occurs, the Corporation shall have absolute discretion to apportion the cost of such repair amongst the Units as it deems reasonable, which apportioned cost shall be added the each Unit's contribution to the common expenses in accordance with the Act.

4. If a construction lien is registered against one or more Units as a result of maintenance or repair of one or more Units, the Owner(s) having contracted for the subject work shall immediately remove the lien, failing which the Condominium may, at its option, obtain a discharge of the lien by:
 - a. paying the amount claimed under the lien into court;
 - b. posting a bond; or
 - c. any other method available to it;

and any such payment and other costs incurred by the Condominium in so doing (including all legal fees, charges and disbursements and applicable taxes) will be borne solely by such Owner(s) and shall be for all purposes common expenses payable by such Owner(s) and therefore the subject matter of a lien pursuant to the Act if not paid upon request by the Board.

5. As cool temperatures in a Residential Unit can:
 - a. cause heat loss to nearby Units;
 - b. cause damage to components of the Unit; and/or
 - c. lead to freezing water pipes,

each Residential Unit Owner is responsible for ensuring that the temperature in such Owner's Unit does not fall below 15 degrees Celsius at any time. The Corporation shall, to effect and maintain such temperature, be entitled to repair and if necessary replace the heating apparatus with respect to any such Unit at the expense of the Unit Owner in question. Any costs incurred by the Corporation in maintaining the temperature within a Unit to at least fifteen (15) degrees Celsius (including maintenance, repair or replacement of the heating apparatus) shall be payable by the Unit Owner forthwith upon the expenditure being incurred. If the Unit Owner does not pay the cost of maintaining the temperature in the Unit to fifteen (15) degrees Celsius and the Corporation does have to expend money to do so, then, the monies expended by the Corporation shall be deemed to be a common expense and an item of repair for which the Unit Owner is solely responsible. The cost can therefore be subject to a lien pursuant to the Act.

Life Safety Warning Devices, Other Devices and Unit Systems

6. Each Residential Unit shall be equipped at all times by the Unit Occupants with smoke detectors, fire detectors, carbon monoxide detectors and other life safety warning devices as are prescribed by the applicable governmental legislation, regulations and building or other codes, and as a prudent and careful owner or occupant would require, and/or as may be required by the Board, the Corporation's and/or Unit Occupants' insurers from time-to-time (the foregoing being collectively referred to herein as "Life Safety Warning Devices"), as well as dryer duct hoses on clothes dryers, chimney flue sleeves, ventilation ducts, water hoses and hose fastening devices and mechanisms on water using appliances (such as, for example only and without limiting the generality of the foregoing, clothes washers, dishwashers, water softeners and/or water heaters) and other similar devices (the foregoing being collectively referred to herein as the "Other Devices") as are prescribed by the applicable governmental legislation, regulations and building or other codes, and as a prudent and careful owner or occupant would require, and/or as may be required by the Board, the Corporation's and/or Unit Occupants' insurers from time-to-time.
7. Each Residential Unit Owner must effect such repairs, replacements and maintenance in respect of such Unit Owner's Unit's electrical systems, plumbing mechanisms and systems, water softener, dish washers, water and air heating and/or air-conditioning mechanisms and systems, ventilation systems, clothes dryers and drying devices, and dryer ducts, range hood vents, fireplaces and fireplace flues and chimney components (if any), (the foregoing being collectively referred to herein as the "Unit Systems") hoses and hose fastening mechanisms (i.e., for dishwashers, water softeners, water heaters and/or washing machines) and the Life Safety Warning Devices and the Other Devices servicing such Unit, as a prudent and careful owner or occupant would require, and as may be required by the Board, the Corporation's and/or Unit Occupants' insurers from time-to-time and/or as may be prescribed by the Board servicing such Unit Owner's Unit as directed by the Board at the cost of the Unit Owner of the Unit.

8. Each Residential Unit Owner shall, with respect to such Owner's Unit, provide the Board with such evidence as the Board may require from time-to-time that:
 - a. all required Unit Systems, Life Safety Warning Devices and Other Devices, are in place, fully powered (as applicable), in compliance with, and in good operating condition and in such locations as required by applicable governmental legislation, regulations and building or other codes and by the Board and the Corporation's and Unit Occupants' insurers;
 - b. the Unit's electrical system is in compliance with all applicable law and requirements of the Board;
 - c. all water using appliances, such as, for example only without limiting the generality of the foregoing, clothes washers, dishwashers, water softeners and/or water heaters, are in a reasonable state of repair so as to be unlikely to be prone to leakage;
 - d. all ducts and vent pipes are clean and free of flammable and/or other materials;
 - e. all water hose and hose fastening devices and mechanisms are in good repair and properly attached to the device the same service; and
 - f. all Unit Systems air heating and/or air-conditioning mechanisms are in good operating condition, all required Life Safety Warning Devices, are in place, fully powered (as applicable) and in good operating condition and in such locations as required by the Board.
9. The Board has the right to cause periodic inspections of any or all Units as may be required to confirm any of the foregoing. Such persons as are designated by the Board to perform such inspections are permitted entry to any and all Units from time-to-time on twenty four (24) hours prior notice given to any Unit Occupant except in the case of emergency as reasonably determined by the Board, in which case immediate entry may be obtained. The cost of all routine periodic inspections shall be paid by the Corporation but any additional inspections that the Board causes to be performed to fulfill any legal obligation, or upon the request of a mortgagee or Unit Owner, or due to any pending or completed transfer of title to the Unit, or to ensure that deficiencies noted in a prior inspection have been remedied, shall be at the cost of the Owner of the Unit.
10. The Board has the right to have its representatives make such installations or perform such work (including, without limiting the foregoing, any repairs, installations or replacements as may be recommended in a report based upon an inspection hereunder) required to ensure that:
 - a. all required Unit Systems, Life Safety Warning Devices and Other Devices, are in place, fully powered (as applicable), in compliance with, and in good operating condition and in such locations as required by applicable governmental legislation, regulations and building or other codes and by the Board and the Corporation's and Unit Occupants' insurers;
 - b. the Unit's electrical system is in compliance with all applicable law and requirements of the Board;
 - c. all water using appliances, such as, for example only without limiting the generality of the foregoing, clothes washers, dishwashers, water softeners and/or water heaters, are in a reasonable state of repair so as to be unlikely to be prone to leakage;
 - d. all ducts and vent pipes are clean and free of flammable and/or other materials;
 - e. all fireplaces, chimneys and flues are in compliance with all applicable law governmental legislation, regulations and building or other codes and in a proper state of repair and condition and clean and free of blockage and that chimneys and flues are free of flammable materials;
 - f. all water hose and hose fastening devices and mechanisms are in good repair and properly attached to the device the same service;
 - g. all Unit Systems air heating and/or air-conditioning mechanisms are in good operating condition, all required Life Safety Warning Devices, are in place, fully powered (as

applicable) and in good operating condition and in such locations as required by the Board; and

all costs thereof and related thereto are the obligation of the Unit Owner of the Unit to pay. If the costs specified in this paragraph and/or the costs for any of the inspections that are the obligation of an Owner to pay are not paid when required by the Board such costs shall be added to the said Owner's contribution towards common expenses

Common Elements

11. Subject to the further and other provisions of this Declaration, the Corporation shall maintain and repair all of the common elements, including any EUA's, of this Condominium Plan, including (without limiting the generality of the foregoing) maintaining lawns and garden areas (including, without limitation, cutting grass and watering lawns, the frequency and manner of which shall be determined by the Board in its sole discretion from time to time) in accordance with the property standards established by the Municipality and such additional standards as may be established by the Corporation from time to time.
12. Each Owner of a Unit shall have exclusive use of any balcony and/or patio and/or entryway that is adjacent to such Owner's Unit and to which such Owner's Unit exits to exclusively. Each Owner must maintain and keep any balcony and/or patio and/or entryway of which such Owner has exclusive use in a neat and tidy condition as required by the Board, and:
 - a. Nothing may be stored in a balcony and/or patio other than seasonal furniture or other decorative items permitted by the Board, which the Board may require to be taken inside the Unit in the off-season; and
 - b. one barbeque that is in good operating condition may be kept, and (subject to applicable by-laws or regulations of the Municipality and as required by the Board) made use of, in a patio appurtenant to a Unit throughout the year.
13. All public and private sidewalks, stairs, ramps, driveways, access routes, and parking areas on and adjacent to the Condominium Plan must be maintained in a clear, safe, and snow/ice free condition. Unit Occupants are responsible for the removal of ice and snow from the rear patios and/or entryways appurtenant to their own respective Units.
14. If the asphalt or other hard surface area of any common elements area is damaged or in need of maintenance or repair because of the act or omission of any Unit Occupant or Visitor, the Unit Owner of the Unit in which the Unit Occupant resides or the Visitor has visited shall pay the costs of the maintenance or repair in question with such expense being deemed to be a common expense for which the Unit Owner in question is solely responsible.

Garbage and Recycling

15. Garbage is to be placed in garbage bags and then, subject to any other requirements imposed by the Board, placed in the garbage enclosure area. The Board may make rules from time-to-time relating to the pickup and disposal of garbage.
16. Recycling is to be placed in appropriate containers (e.g., Blue Boxes, Green Boxes, etc.) designed for holding recyclable materials, or as otherwise directed by the Board. The Board may make rules from time-to-time relating to the pickup and disposal of recycling.

General

17. All of the Condominium Plan, whether Unit or common elements, shall at all times be maintained by the party responsible for such maintenance in such manner as to comply with any applicable site plan, landscape plan or tree management plan approved by the Municipality. It shall be the duty of the Corporation to comply with and ensure and enforce compliance by Unit Occupants with the applicable provisions of all applicable site plan and other agreements entered into pursuant to the *Planning Act*, and all Municipality approved stormwater management facility, grading and drainage and landscape plans.
18. The Corporation shall ensure that the drainage in the Condominium Plan shall at all times conform to the Municipality approved overall drainage plan for the Condominium Plan and that drainage will not be altered without the approval of the Municipality; that roof water shall be discharged onto the surface of the ground and not be connected to the storm sewers without the approval

of the Municipality; that there will be no construction of any accessory buildings or structures (including swimming pools) without the approval of the Municipality; that all drainage swales will be maintained to provide surface water runoff in accordance with the Municipality approved drainage control plan.

ARTICLE VI: UTILITIES

Metering

1. It is intended that gas and electricity supplied to a Unit shall be separately metered for such Unit, such that the costs thereof are to be paid by the Owner of the Unit to which the same are supplied and do not form part of the common expenses or budget of the Corporation.
2. All costs associated with utility services supplied to the common elements, if any, shall be common expenses.

Payment by Corporation

3. Although the Corporation shall not be obligated to pay any part of an Owner's arrears or other payments required from the Owner by the Municipality or supplier in connection with any utility service, the Corporation may in its sole discretion elect to do so. In the event the Corporation does pay any part of an Owner's arrears or other payments required from the Owner by the Municipality or supplier in connection with a utility service, such amount as well as any other costs, expenses or charges that arise on account of any act or omission of or by a Unit Occupant with respect to the supply of any utility service to the Unit in which such Unit Occupant resides, shall be the responsibility of the Owner who owns the Unit in question to repay to the Corporation and shall constitute common expenses of such Unit which are to be paid as and when required by the Board and may be the subject of a lien pursuant to the Act if not paid as and when required by the Board.

ARTICLE VII: PETS

General

1. Any reference herein to the keeping of any pet or a pet being kept shall include a pet which is considered to be visiting in any Unit of this Condominium Plan or any part of the common elements of this Condominium Plan.

Permitted Types and Breeds

2. The only pets that can be kept within a Unit, subject to the further limitations set out in this Declaration and/or the Rules, are:
 - a. domesticated dogs weighing 22 kilograms or less each;
 - b. domesticated felines typically referred to as "housecats";
 - c. parakeets, budgies, canaries, parrots and birds of that sort;
 - d. small fish and/or turtles kept in one or more aquariums the total volume of which does not exceed 120 liters;
 - e. usual children's pets, such as, for example only, gerbils, hamsters, rabbits and guinea pigs, in such numbers and subject to such other restrictions as may be prescribed by the Board from time-to-time; and

except as stated herein, no animal, bird, insect or reptile, whether or not considered a pet, may be kept anywhere within this Condominium Plan. The Board is entitled to establish by resolution from time to time one or more lists identifying types of permitted or non-permitted pets consistent with the foregoing and further provisions of this Declaration and the Rules.

3. At no time shall there be more than two (2) dogs, or two (2) cats, or one (1) dog and one (1) cat, kept in a Unit by a Unit Occupant. An exception to this provision is made for the situation where a Visitor's pet dog or cat attends at a Unit in which there already reside either two dogs, two cats, or a cat and a dog, provided such visit does not extend over the period of one day.
4. Despite any of the foregoing, because the presence of certain breeds of dogs or aggressive dogs

or dogs which give the impression of being aggressive may give concern to other Unit Occupants, there shall be no dog allowed anywhere on this Condominium Plan of, or which are a cross of including one or more of, the following breeds or types: Pit Bull; Rottweiler; Doberman; Akita; or any sort of guard dog or dog originally bred for fighting or such other breed as the Board may determine from time-to-time. In addition, no dog which appears, in the opinion of the Board to be aggressive or threatening or to be acting aggressively or in any sort of a threatening manner is allowed on this Condominium Plan. It is within the Board's uncontrolled and absolute discretion to determine what breeds and what specific dogs are not permitted on this Condominium Plan, which discretion is not subject to being explained or questioned.

5. The Board has the absolute jurisdiction and authority to determine if any dog is a member of a prohibited breed or a cross breed whose lineage includes a prohibited breed and to require the permanent removal of such dog from the Condominium Plan, provided that, upon the Board notifying a Unit Occupant that a determination has been made with respect to a dog that appears to reside in or visit such Unit, the Board may in its sole discretion give the Unit Occupant an opportunity to challenge such determination by submitting one or the other of:
 - a. a certified pedigree issued by the Canadian Kennel Club that positively identifies the dog in question by tattoo or microchip and confirms that such dog does not have any of such prohibited breeds in its pedigree; or
 - b. a completely unqualified written certificate to the Corporation that states therein the Corporation is entitled to rely on same from a veterinarian that certifies there is no doubt of any nature or kind that:
 - i. the dog examined by the veterinarian is the dog that has been designated by the Board as being a member of a prohibited breed or a cross breed whose lineage includes a prohibited breed;
 - ii. and that such dog is not a member of a prohibited breed or a cross-breed whose lineage includes a prohibited breed.

No other evidence shall be considered by the Board to support any such permitted challenge. Such evidence shall not be relevant to a demand for removal from the Condominium Plan of a dog that the Board has determined to be aggressive or threatening or to be acting aggressively or in any sort of a threatening manner and the Board shall not be required to otherwise explain or justify its decision to order such removal.

Care and Handling

6. Pets must be accompanied by a Unit Occupant and kept on a leash held by a person and under reasonable control when not present in such pet's owner's Unit so as to not be a nuisance or cause irritation to other Unit Owners and/or Occupants.
7. If any pet should defecate in any area located within the Condominium Plan, the person accompanying the pet shall immediately clean up the soiled area and has a duty to do so. The Board has the right to collect the costs of actual clean-up of any defecation left anywhere within this Condominium Plan from the Unit Owner of the Unit in which such pet resides or visits in the event that the person accompanying the pet fails to immediately clean up the soiled area, with such costs being deemed to be a common expense and an item of repair for which the Unit Owner is solely responsible.
8. It is the responsibility of the Unit Owner to ensure that no pet being kept within such Owner's Unit causes any disturbance or nuisance including, without limitation, excessive noise or offensive odour.

Order for Removal

9. No pet is permitted to be kept anywhere on the Condominium Plan that is:
 - a. Not permitted pursuant to the provisions of this Declaration;
 - b. not kept in a manner consistent with the provisions of this Declaration or the Rules; or
 - c. deemed by the Board (in its absolute discretion) to be to be a nuisance (including but not limited to being the cause of any excessive noise or offensive odour as determined by the

Board).

The Board can require any such pet to be removed from the Condominium Plan. The pet in question must be removed from the Condominium Plan within fourteen (14) days from the date such order is delivered to a Unit Occupant of the Unit in which such pet resides or visits, subject to the discretion of the Board to demand a shorter time period for removal where the pet in question is considered dangerous or its presence gives rise to a risk of property damage or personal injury to any person.

Medically Necessary Exceptions

10. Any restrictions, rules or prohibitions with respect to pets are subject to one or more exceptions which can be made for medical reasons in the discretion of the Board reasonably exercised, upon receipt of adequate documentation including without limiting the generality of the foregoing, evidencing:
 - a. that a dog (or other suitably trained animal) which would otherwise be prohibited is a trained seeing eye dog or trained seeing eye animal, and is necessary to any person with a right of access to the common elements of this Condominium Plan;
 - b. that a dog (or other suitably trained animal) which would otherwise be prohibited is a trained hearing ear dog or trained hearing ear animal and is necessary to any person with a right of access to the common elements of this Condominium Plan;
 - c. that an animal which would otherwise be prohibited, is trained and used to assist a Unit Occupant with normal day to day activities that such Occupant, because of a physical disability, is unable to perform for him or herself, such as retrieving items, turning on and off of lights, assisting in propelling a wheel chair and other acts of a similar nature.
11. The necessity of a seeing eye dog (or other suitably trained animal), hearing ear dog (or other suitably trained animal) or other animal which would otherwise be prohibited, accompanying a person with a right of access to the common elements of this Condominium Plan must be established by sufficient documentary medical evidence of a physician licensed to practice in the province of Ontario. In addition, while one or more exceptions may be made as aforesaid, any such animal must be kept under reasonable control and not cause any undue disturbance or annoyance to any other Unit Occupant.
12. The Board has the discretion but not the obligation to permit other pets that might otherwise be prohibited, if the need for such other pet is established by sufficient documentary medical evidence of one or more licensed physicians in the province of Ontario.

ARTICLE VIII: SMOKING

1. The expression "smoking product" includes all cigarettes, cigars, tobacco, and tobacco products, cannabis, marijuana, and any other substance which is consumed through lighting, burning, smoking, or vaping it, including pipes, electronic cigarettes or any other lighted smoking equipment, and "smoke" or "smoking" include but are not limited to the smoking, vaping, inhaling, exhaling, burning of, or holding of any lighted smoking product.
2. Except as otherwise permitted, no one shall smoke or hold a lighted smoking product in or on any part of the property (as defined in the Act). For clarity, and without limiting the generality of the foregoing, such restriction applies to all Units and all common elements, including all exclusive-use common elements, whether inside or outside, and to any person on the property, including all Unit Occupants and Visitors, and anyone for whom any of the aforementioned is responsible.
3. Notwithstanding the foregoing, Unit Occupants who, on the day that this Declaration comes into force and effect, occupy a Unit by virtue of ownership or by virtue of an existing valid lease (each, a "grandfathered occupant"), and who, along with their respective Units (each a "grandfathered unit"), have been registered with the Corporation within 30 days of the coming into force of this Declaration, shall be permitted to smoke tobacco or tobacco products within their Units subject to the following:
 - a. Subject to sub-paragraph 'b' below, the permission will automatically cease on the earlier of:
 - i. the date on which the grandfathered occupant ceases to occupy the

grandfathered unit; and

- ii. the second anniversary of the coming into force of this Declaration.
- b. The Board may, at its sole discretion, extend the permission granted in accordance with this Article, with respect to a specific grandfathered occupant or grandfathered unit in exceptional circumstances for any duration. In doing so, the Board will consider the specific situation of the grandfathered unit, its Unit Occupants, and the Unit Occupants of neighbouring Units.
- c. Grandfathered occupants and the Unit Owners of grandfathered units shall take all such steps as the Board requires to prevent the migration of smoke from the Unit, including, without limitation, ensuring that doors and windows are closed and that they use and operate an adequate and appropriate air filtering system at all times while smoking. Grandfathered occupants and/or the Unit Owners of grandfathered units may, at the sole discretion of the Board, be required to take further and additional steps to prevent the migration of smoke or odour from their Unit onto Common Elements or onto other Units, all at the cost of the Unit Owner of the grandfathered unit.
- d. Notwithstanding the above, in the event that a complaint is received in writing by the Board that smoke or odours are entering other Units or the common elements as a result of smoking in a grandfathered unit, and that the complaint is not resolved to the satisfaction of the Board, in its unfettered discretion, the Board may, by written notice to the grandfathered occupant and/or the Unit Owner of the grandfathered unit, terminate the permission granted hereunder.

For clarity and without altering or limiting the foregoing, these grandfathering provisions will apply only to the smoking of tobacco products within a Unit and do not expressly or implicitly permit either the smoking of anything other than tobacco products in the Units or the smoking of any smoking product whatsoever anywhere else in or on the property.

4. In addition to the above, and notwithstanding any federal, provincial or municipal legislation or regulation permitting it, no one shall grow or cultivate any plant of cannabis or marijuana in any Unit, on any common element, including any exclusive-use common element.
5. Without requiring compliance with the foregoing grandfathering provisions of this Article, the smoking of cannabis within one's Unit will be approved where such use is shown to be medically necessary and the Unit Occupant requiring the same has provided evidence of such requirement in written form to the Board. Such evidence shall include a valid prescription from a doctor and/or such other information as the Board, acting reasonably, may require. Where a competent medical professional treating the Unit Occupant in question confirms that an alternative to smoking provides the same effects and is reasonably available to the Unit Occupant in need of such medicinal cannabis consumption, smoking shall not be allowed.

ARTICLE IX: PARKING

General

1. For the purposes of this Article, "motor vehicle" means a regular passenger automobile, motorcycle, van, sport utility vehicle or pick-up truck, and does not include any recreational vehicle, commercial vehicle or equipment.
2. Only motor vehicles that are operable, with a current motor vehicle license and such insurance as is required to permit the operation of that motor vehicle on the highways of Ontario, may be parked or driven anywhere on the Condominium Plan. Without limiting the foregoing, there shall be no vehicles parked in the Condominium Plan, other than as necessary for pickup or delivery of goods, of the type commonly known as a transport truck or of any other vehicle whose primary purpose is the carriage of goods or materials as opposed to the transport of people for non-commercial purposes.
3. Recreational vehicles and/or equipment shall not be parked or stored anywhere else within the Condominium Plan without the prior written permission of the Board.
4. In the absence of the prior written permission of the Board, motor vehicle(s) of a Unit Occupant may only be parked in a parking space to which the Unit Occupant has parking rights. No motor vehicle may be parked or left on any other portion of the common elements by anyone except

with the prior written permission of the Board which permission can be revoked. Written permission can include signage designating parking for certain purposes or persons and areas designated for use by visitors.

5. No part of a motor vehicle, while parked in a parking space, shall at any time extend into the common elements roadway beyond the boundary of the said parking space.

Visitor Parking

6. Visitors are entitled to park in the common elements parking spaces subject to the Rules. Unit Occupants are not permitted to use parking spaces designaed for Visitor parking without the express, written permission of the Board.

Assignment of Parking Spaces

7. The Declarant, while it owns any Unit within the Condominium Plan, and, thereafter, the Board shall assign parking spaces to Unit Owners for the exclusive use of such Owners and of the Unit Occupants of such Owners' Units. The Declarant or the Board, as applicable, may charge a fee for the assignment of parking spaces as determined appropriate, and all amounts paid for such assignment shall be payable to the Corporation. Furthermore, the Declarant or the Board, as applicable, may make rules from time-to-time relating to the assignment and use of parking spaces and any fees relating thereto.
8. The Declarant, at its sole option, may at any time delegate the assignment of some or all parking to the Board while the Declarant still owns one or more Units within the Condominium Plan.
9. No Unit Owner shall further assign or lease or license an assigned parking space, and any breach of this provisison shall terminate such assignment.

ARTICLE X: INDEMNITY

General

1. Each Unit Owner shall indemnify the Corporation and as the case may be other Unit Owners against loss, costs, damage or injury caused to the common elements or any Unit because of any act or omission of any Unit Occupant of the said Unit Owner's Unit.
2. A Unit Owner shall also indemnify the Corporation for its legal costs and disbursements (including legal fees on a solicitor and client basis) incurred:
 - a. in effecting compliance by the Unit Owner or any Unit Occupant of the Unit Owner's Unit with the provisions of:
 - i. the Declaration, By-laws, Rules and/or the Act;
 - ii. any registered agreements with a Municipality including (without limiting the generality of the foregoing) pursuant to either or both of Sections 41 and 51 of the *Planning Act*, entered by the Declarant and/or any of its predecessors in title;
 - iii. any registered easement(s) and access agreements for the supply of gas, electricity, telephone and cable services to the Corporation entered into by the Declarant and/or any of its predecessors in title;
 - iv. any negative restrictive covenant agreements and/or building schemes to which one or more of the Units and/or all or part of the common elements of this Condominium Plan and/or any of the assets of the Condominium (if any) is subject; and/or
 - b. in obtaining advice, reports, opinions or other services of any professional including without limitation a lawyer, public accountant, auditor, engineer or appraiser, on account of the excessive, unreasonable, unmerited, frivolous or vexatious demands or inquiries or other acts or omissions of the Unit Owner or any Unit Occupant or Visitor of the Unit Owner's Unit; and/or
 - c. in bringing any court or tribunal application or other legal action involving the Unit Owner and/or a Unit Occupant of the Unit Owner's Unit pursuant to the Act or on account of the

provisions of this Declaration; and

for the purposes of sub-clause b of this paragraph, the Board has the unfettered discretion, acting reasonably, to determine whether the demands or inquiries or other acts or omissions of a Unit Owner or any guest or occupant of the Unit Owner's Unit are excessive, unreasonable, unmerited, frivolous or vexatious, and to determine the amount of its costs of the applicable professional's services that should be attributed to the Unit Owner's account.

3. Each Unit Owner is responsible for indemnifying the Corporation in accordance with the foregoing provisions even if the Unit Owner is not in possession of the Unit but has leased the same or granted any other right of occupation with respect to same.

Mediation

4. In the event of mediation involving the Corporation and a Unit Owner, including any negotiation or mediation conducted under the authority or jurisdiction of the Condominium Authority Tribunal, if the mediator or a settlement agreement pertaining to the mediation (hereinafter, a "settlement agreement") requires that all or part of the costs of such mediation or any other amounts are the responsibility of the Unit Owner to pay to any party other than the Corporation, such amounts may be paid by the Corporation on behalf of the Owner in the absolute discretion of the Board
5. Any amounts payable by the Unit Owner to the Corporation pursuant to a settlement agreement, as well as any amounts paid by the Corporation in accordance with the preceding paragraph, shall be added to the common Expenses payable for the Owner's Unit. The Board shall send written notice to the Unit Owner advising that the amount owing and/or that has been paid and specify a time for payment and/or reimbursement thereof (as the case may be) by the Unit Owner to the Corporation, and if the same is not paid by the time so specified the total amount thereof shall be considered and for all purposes be common expenses in arrears owing on account of such Unit Owner's Unit as of the date on which such payment was due.

Damage

6. If damage should occur to a Unit, the common elements or an asset of the Corporation and:
 - a. was caused by an act or omission of a Unit Occupant or Visitor;
 - b. was not caused by the Corporation or any director, officer, agent or employee thereof; and
 - c. the Corporation has obtained and maintained coverage for such damage under an insurance policy;

then the amount that is the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy (regardless of whether or not a claim is made or proceeds are paid under the Corporation's insurance policy) will be the responsibility of the Unit Owner who owns the Unit in which the Unit Occupant or Visitor responsible for the damage resides or is/was visiting to pay to the Corporation, and the same shall be added the common expenses payable for such Owner's Unit and shall be considered and for all purposes be common expenses in arrears as of the date of demand by the Board and therefore capable of being recovered by the Corporation in accordance with the lien provisions of the Act.

7. The foregoing provision shall not be relied upon to limit the obligations of a Unit Owner for payment under any provision in a By-law made pursuant to subsection 105(3) of the Act as it read prior to coming into force of s. 91 of Schedule 1 of the *Protecting Condominium Owners Act, 2015*, S.O. 2015, c.28, until the coming into force of that section.
8. With respect to any obligation of a Unit Owner to reimburse or pay the Corporation on account of damage to any Unit or the common elements, whether set out herein or the By-laws of the Corporation or in or pursuant to the Act, in the event such Owner has any right to be indemnified by another Unit Occupant or any other person, this shall be between the Owner and such other Unit Occupant or other person and shall not involve the Corporation or affect the Owner's said obligation to reimburse or pay the Corporation.

Amounts Deemed to Be Common Expenses

9. Any amount(s) that a Unit Owner is responsible to pay to the Corporation pursuant to any of the provisions of this Declaration shall be paid forthwith upon request by the Board for payment, failing which the said amount(s) shall be added to the common expenses payable by the Unit Owner to the Corporation and shall be considered and for all purposes be common expenses in arrears as of the date of demand by the Board and therefore capable of being recovered by the Corporation in accordance with the lien provisions of the Act.

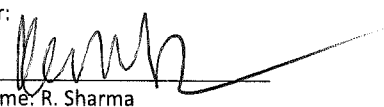
ARTICLE XI: CLAUSES REQUIRED BY MUNICIPALITY

1. The parking or storage of derelict vehicles or recreational vehicles on the subject lands is prohibited.
2. Private sidewalks, driveways, and parking areas are to be maintained in a snow-free condition and void of any obstructions twelve (12) months of the year.
3. The Corporation shall maintain the Condominium Plan in compliance with approved Site Plan SP10/024/W/GS.
4. The Corporation must comply with the provisions of the Section 41 Development Agreement dated March 24, 2014, and registered as Instrument WR828978 (particularly the provisions relating to the SWM, grading, drainage, landscaping, lighting, etc., which are set out in paragraph 4 of such Agreement).
5. Access rights to Kitchener-Wilmot Hydro Inc. facilities on the Condominium Plan shall be maintained.
6. Home mail delivery will be from a designated centralized mail box.
7. Due to the proximity to Regional Road NO. 4 (Ottawa Street) and Highway 7 and 8 (Conestoga Parkway), projected noise levels on the Condominium Plan exceed the Noise Level Objectives approved by the Regional Municipality of Waterloo and may cause concern to some individuals.
8. Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may continue to be of concern, occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the Municipality's and the Ministry of the Environment, Conservation and Parks' noise criteria.
9. The Units have been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment, Conservation and Parks (MECP).
10. Purchasers are advised that due to the proximity of the adjacent commercial facilities, sound levels from these facilities may at times be audible.

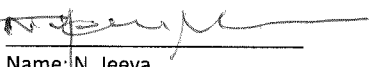
Dated the ____ day of May, 2021

RJVW Windale Holdings Inc.

per:


Name: R. Sharma

Title: Director


Name: N. Jeeva

Title: Director

We have authority to bind the corporation

SCHEDULE A

The following is a description of the land and interests appurtenant to the land intended to be governed by the Act, including a description of every easement, as shown on the description that, upon the registration of the declaration and description, will be appurtenant to the land or to which the land will be subject.

Part of Block N, Plan 1240 being Part 2 on 58R20947, and Part of Lot 47 German Company Tract being Parts 1 on 58R20947, and Block 46 Registered Plan 58M-442, save and except for Part 1 on 58R17141;

Subject to an easement in favour of Rogers Communications Inc. as in WR898493;

Subject to an easement in gross in favour of The Regional Municipality of Waterloo as in WR598124;

Subject to an easement in favour of Kitchener-Wilmot Hydro as in WR604372;

Subject to an easement in gross in favour of the the Corporation of the City of Kitchener as in WR606698;

Subject to an easement in favour of Bell Canada as in WR1289350;

in the City of Kitchener and Regional Municipality of Waterloo.

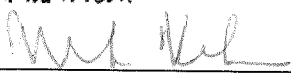
Being all of PINs 22469-0526, 22469-0535 and 22469-0536 (LT)

I am the solicitor who is registering this declaration.

In my opinion, based on the parcel register or abstract index and the plans and documents recorded in them, the legal description is correct, the described easements will exist in law upon the registration of the declaration and description, and the declarant is the registered owner of the land and appurtenant interests.

Dated the 11th day of June, 2021

CLIFTON KOK LLP

By: *Mark Kok*


Mark A. Kok

SCHEDULE B

Form 1
Condominium Act, 1998

CONSENT

(under clause 7 (2) (b) of the *Condominium Act, 1998*)

1. Bank of Montreal has a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Instrument Number WR890568 in the Land Registry Office for the Land Titles Division of Waterloo (No. 58).
2. Bank of Montreal consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. Bank of Montreal postpones the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. Bank of Montreal is entitled by law to grant this consent and postponement.

Dated the 23 day of December, 2020

BANK OF MONTREAL.Per: 

Name: James Maden

Title: Sr Account Mgr

Per: _____

Name:

Title:

I/We have authority to bind the corporation

SCHEDULE C**UNIT BOUNDARY DESCRIPTION**

Each Unit shall comprise the area within the heavy line shown on Part 1, Sheets 1 to 3, inclusive, of the Description with respect to the numbers indicated thereon. The monuments controlling the extent of the Units are the physical surfaces and planes referred to below, and are illustrated on Part 1, Sheets 1 to 3, inclusive, of the Description, and all dimensions shall have reference to the Description.

BOUNDARIES OF UNITS:

Level 1, Units 1 to 12, and Level 2, Units 1 to 12, and Level 3, Units 1 to 12 (all inclusive)

Each Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 3, inclusive, of the Description with respect to the Unit numbers indicated thereon, and:

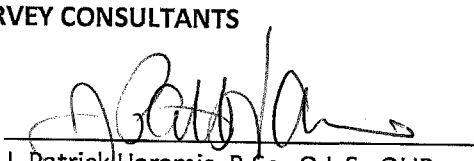
1. The Units are bounded horizontally by,
 - a. the unfinished Unit side face and plane and projections of the wall studs on exterior walls and wall between Units on all floors; and
 - b. in the vicinity of doors and windows providing ingress to or egress from the Unit, the interior unfinished surfaces of the doors, door frames and window frames and all glass panels situate therein.
2. The Units are bounded vertically by:
 - a. the upper or interior surface and plane of the concrete slab floor or concrete floor in the basement;
 - b. the upper surface of the unfinished plywood sub-floor and projections thereof; and
 - c. the Unit side face and plane and projections of the Ceiling joists.

The undersigned certifies that the written description of the monuments and boundaries of the Units accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1, 2 & 3 of the Description.

Dated the 11th day of May, 2021

ACI SURVEY CONSULTANTS

Per:


J. Patrick Haramis, B.Sc., O.L.S., OLIP

Reference should be made to the provisions of the Declaration itself, in order to determine the maintenance and repair responsibilities for any Unit, and whether specific physical components (such as wires, pipes, cables, conduits, equipment, fixtures, structural components and/or any other appurtenances) are included or excluded from the Unit, regardless of whether same are located within or beyond the boundaries established for such Unit.

SCHEDULE D

**PROPORTIONS OF COMMON INTERESTS
AND CONTRIBUTIONS TO COMMON EXPENSES**

UNIT	LEVEL	PROPORTIONATE SHARES OF CONTRIBUTIONS TO THE COMMON EXPENSES EXPRESSED AS PERCENTAGES	PROPORTIONATE SHARES OF THE COMMON INTEREST EXPRESSED AS PERCENTAGES
RESIDENTIAL UNITS			
1	1	2.777778	2.777778
2	1	2.777778	2.777778
3	1	2.777778	2.777778
4	1	2.777778	2.777778
5	1	2.777778	2.777778
6	1	2.777778	2.777778
7	1	2.777778	2.777778
8	1	2.777778	2.777778
9	1	2.777778	2.777778
10	1	2.777778	2.777778
11	1	2.777778	2.777778
12	1	2.777778	2.777778
1	2	2.777778	2.777778
2	2	2.777778	2.777778
3	2	2.777778	2.777778
4	2	2.777778	2.777778
5	2	2.777778	2.777778
6	2	2.777778	2.777778
7	2	2.777778	2.777778
8	2	2.777778	2.777778
9	2	2.777778	2.777778
10	2	2.777778	2.777778
11	2	2.777778	2.777778
12	2	2.777778	2.777778
1	3	2.777778	2.777778
2	3	2.777778	2.777778
3	3	2.777778	2.777778
4	3	2.777778	2.777778
5	3	2.777777	2.777777
6	3	2.777777	2.777777
7	3	2.777777	2.777777
8	3	2.777777	2.777777
9	3	2.777777	2.777777
10	3	2.777777	2.777777
11	3	2.777777	2.777777
12	3	2.777777	2.777777
TOTALS		100.000000	100.000000

SCHEDULE E**COMMON EXPENSES**

“Common Expenses” means the expenses related to the performance of the objects and duties of the Corporation and includes all expenses specified as Common Expenses in the Act or in the Declaration of which this is schedule forms a part, including (without limiting the generality of the foregoing):

1. Anything that is determined by By-law to be a Common Expense.
2. Interest on Common Expense arrears calculated monthly from the date the Common Expenses were due at two percent above the commercial rate of interest per annum established and reported by any one of the five (5) largest chartered Canadian banks chosen by the Board in its absolute discretion from time-to-time as a reference rate of interest for the determination of interest rates that such chosen bank charges to customers of varying degrees of credit worthiness in Canada for Canadian dollar loans made by it in Canada as of the date that the Common Expenses in question were due. Such interest shall be deemed to be part of the Common Expenses that are in arrears. Any lien that arises because of the failure of a Unit owner to pay Common Expenses when due shall also include such interest. Such lien is not released until such interest is paid. If this rate of interest is not capable of being determined for any reason or is no longer in existence, the Corporation shall have the right to establish a rate of interest in lieu thereof by By-law. In such event all references to a rate of interest in the foregoing shall mean the rate of interest established by By-law.
3. A surcharge imposed by the Board, in its sole and absolute discretion, on the Owner(s) of any Unit, if any Unit Occupant(s) of such Unit is determined, by the Board in its sole discretion, to be using an excessive amount of any Corporation provided service, facility or utility (meaning any service, facility or utility paid for by the Corporation), which the Board is hereby empowered to impose. The amount of such surcharge shall be an amount that the Board of Directors in its absolute discretion determines represents the value or cost of the excess use by the Unit Occupant(s) of the Unit in question of any Corporation provided service, facility or utility and shall be considered Common Expenses owing by the said Unit Owner(s) which are due upon written demand for payment being made by the Board.

SCHEDULE F

There are no parts of the Common Elements that are designated to be used by the owners of one or more designated Units and not by all the owners.

Schedule G**CERTIFICATE OF ENGINEER**
Condominium Act, 1998

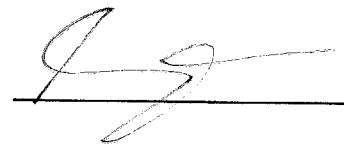
I certify that:

Each building on the property has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a Unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4. There are no underground garages.
5. There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a Unit and designed for use only within the Unit.
6. All installations with respect to the provision of water and sewage services are in place.
7. All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8. All installations with respect to the provision of air conditioning are in place.
9. All installations with respect to the provision of electricity are in place.
10. There are no indoor and outdoor swimming pools.
11. Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated the 11 day of June, 2021

Per: _____



Seal

