

Document General

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Form 4 - Land Registration Reform Act

FOR OFFICE USE ONLY

Number WA1391383
CERTIFICATE OF RECEIPT

2021/11/16 15:51

Waterloo No. 58 Kitchener Land Registrar

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of <u>7</u> pages
(3) Property Identifier(s) Block Property 23720-0001 to 23720-0036, both inclusive		Additional: See Schedule <input checked="" type="checkbox"/>
(4) Nature of Document Amendment to Declaration (Condominium Act, 1998)		
(5) Consideration Dollars \$		
(6) Description Units 1 through 12 (both inclusive) on Level 1, Units 1 through 12 (both inclusive) on Level 2, Units 1 through 12 (both inclusive) on Level 3 of Waterloo Standard Condominium Plan No. 720 as more fully described in Schedule "A".		
(7) This Document Contains:	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input checked="" type="checkbox"/> Additional Parties <input type="checkbox"/> Others <input type="checkbox"/>

(8) This Document provides as follows:

An amendment to certain provisions of the Declaration of Waterloo Standard Condominium Corporation No. 720, pursuant to Section 107 of the Condominium Act, 1998.

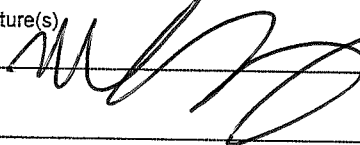
Continued on Schedule

(9) This Document relates to instrument number(s)

WR1348191

(10) Party(ies) (Set out Status or Interest)

Name(s)
Waterloo Standard Condominium Corporation No. 720
by their solicitors, Clifton Kok LLP

Signature(s)  Date of Signature

Y	M	D
2021	11	03

(11) Address for Service

c/o 12 Northumberland Street, Ayr, Ontario N0B 1E0

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Y	M	D

(13) Address for Service

(14) Municipal Address of Property

(15) Document Prepared by:

Michael H. Clifton (L-133)
Clifton Kok LLP
12 Northumberland Street
Ayr, Ontario N0B 1E0

Fees and Tax	
Registration Fee	\$77.35
Total	\$77.35

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SCHEDULE
DESCRIPTION (per Box 7(b))

PIN: 23720-0001
Description: UNIT 1, LEVEL 1, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0002
Description: UNIT 2, LEVEL 1, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0003
Description: UNIT 3, LEVEL 1, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0004
Description: UNIT 4, LEVEL 1, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0005
Description: UNIT 5, LEVEL 1, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0006
Description: UNIT 6, LEVEL 1, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0007
Description: UNIT 7, LEVEL 1, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0008
Description: UNIT 8, LEVEL 1, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0009
Description: UNIT 9, LEVEL 1, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0010
Description: UNIT 10, LEVEL 1, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0011
Description: UNIT 11, LEVEL 1, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0012
Description: UNIT 12, LEVEL 1, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0013
Description: UNIT 1, LEVEL 2, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0014
Description: UNIT 2, LEVEL 2, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0015
Description: UNIT 3, LEVEL 2, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0016
Description: UNIT 4, LEVEL 2, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0017
Description: UNIT 5, LEVEL 2, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0018
Description: UNIT 6, LEVEL 2, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0019
Description: UNIT 7, LEVEL 2, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0020
Description: UNIT 8, LEVEL 2, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0021
Description: UNIT 9, LEVEL 2, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0022
Description: UNIT 10, LEVEL 2, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0023
Description: UNIT 11, LEVEL 2, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0024
Description: UNIT 12, LEVEL 2, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0025
Description: UNIT 1, LEVEL 3, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0026
Description: UNIT 2, LEVEL 3, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0027
Description: UNIT 3, LEVEL 3, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0028
Description: UNIT 4, LEVEL 3, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0029
Description: UNIT 5, LEVEL 3, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0030
Description: UNIT 6, LEVEL 3, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0031
Description: UNIT 7, LEVEL 3, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0032
Description: UNIT 8, LEVEL 3, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0033
Description: UNIT 9, LEVEL 3, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0034
Description: UNIT 10, LEVEL 3, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0035
Description: UNIT 11, LEVEL 3, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

PIN: 23720-0036
Description: UNIT 12, LEVEL 3, WATERLOO STANDARD CONDOMINIUM PLAN NO. 720 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR1348191; CITY OF KITCHENER

AMENDMENT TO DECLARATION OR DESCRIPTION

(under section 107 of the *Condominium Act, 1998*)

Condominium Act, 1998

Waterloo Standard Condominium Corporation No. 720 amends, as set out in the attached Schedule:

its declaration registered as Instrument No. WR1348191

~~its description identified as _____ (*identify condominium plan as specified in subsection 27 (2) of Ontario Regulation 49/01*).~~

We certify that the amendment to the declaration/description that is set out in the attached Schedule complies with the requirements of section 107 of the *Condominium Act, 1998*.

Dated this 14th day of June, 2021

Waterloo Standard Condominium Corporation No. 720



(signature)

Rakesh Sharma, President



(signature)

Waleed Jifri, Secretary

I/We have authority to bind the Corporation.

AMENDMENT TO DECLARATION

WHEREAS the declaration of Waterloo Standard Condominium Corporation No. 720 (the "Corporation") was registered as Instrument No. WR1348191 on the 14th day of June, 2021, (the "Declaration");

NOW THEREFORE, the Declaration is amended as follows:

1. **ADD:** Article V, section 19

19. *No repairs or adjustments to motor vehicles or any other machinery shall be carried out on the common elements or in any of the Units. No one shall permit any gasoline, oil or other harmful substance to escape on to the surface of the parking spaces, driveways or other parts of the common elements. Other than as a temporary expedient, mats, trays or other containers may not be placed on the surface of the parking spaces as an alternative to repairing the cause of the escape of gasoline, oil or other harmful substance from a vehicle.*

2. **DELETE:** Article IX, sections 7-9

3. **ADD:** Article IX, sections 7-12

7. *The Declarant, while it owns any Unit within the Condominium Plan, may assign parking spaces – other than parking spaces designated on the description registered in relation to this Condominium Plan as either visitor parking spaces (marked with a "V") or accessible parking spaces (marked with the stylized wheelchair symbol generally recognized as signifying accessibility, such as in the International Symbol of Access) – to particular Units, for the exclusive use of the Owners and other Unit Occupants of such Units, and shall provide the Corporation with written notice of each such assignment (hereafter, an "Assignment").*

8. *Upon receipt by the Corporation of written notice of an Assignment (whether received before or after the coming into effect of this provision), the same shall establish a permanent right to the exclusive use of such parking space in favour of the Owners and Unit Occupants of the Unit in question, which right is hereby intended to (and, effective from the date of the registration and coming into effect of the amendment to the Declaration containing this provision, shall) run perpetually with title to the Unit, and may not be removed, altered or restricted by the Corporation except in accordance with the provisions of this Declaration or by an amendment to this Declaration made in accordance with the provisions of the Act. For clarity, an Assignment is not a lease, and the parking spaces themselves remain common elements to be maintained, repaired, and insured in accordance with the other provisions of the Declaration.*

9. *Upon the sale of the Unit by the Declarant, the owner of the Unit shall be required to pay a maintenance fee to the Corporation to cover the Corporation's costs of cleaning and repair of the parking spaces (hereafter, a "Parking Maintenance Fee"). The amount of the Parking Maintenance Fee shall be determined by the Board by resolution, acting reasonably, from time to time and shall be payable by each applicable Unit Owner at the same time and in the same manner as the owner's regular contributions to the common expenses of the Corporation. In the event any installment of the Parking Maintenance Fee is not paid as and when due, the unpaid amount of the same shall be added to the common expenses payable in respect of the Unit of the defaulting Unit Owner and shall be deemed to be common expenses in arrears as of the date they were due and subject to collection enforcement in accordance with the provisions of the Act. For clarity, no Parking Maintenance Fee shall be required to be paid with respect to an Assignment in favour of any Unit while it is owned by the Declarant.*

10. No Unit Owner shall be entitled to transfer an Assignment of which the Owner is a beneficiary except to the subsequent Owner of that Owner's Unit. No act or instrument is required to be done or made, as the case may be, nor any instrument other than this amendment to the Declaration containing this provisions, to confirm or effect the transfer of an Assignment to a subsequent Unit Owner, but the same shall hereby be deemed to have occurred automatically upon completion of any legal transfer of title to the Unit in question.
11. In the event that a Unit Owner or Occupant who has the benefit of an Assignment requires the use of an accessible parking space within this Condominium Plan as described above (hereafter, an "Accessible Parking Space"), whether on a temporary or permanent basis, and the same is available for such Owner's or Occupant's use as determined by the Board, the Board is authorized and empowered to permit the use of the Accessible Parking Space by such Owner or Occupant in place of the parking space subject to the Assignment in question. Upon such permission being granted, the Corporation shall be authorized and empowered to direct that the parking space subject of the Assignment be used for visitor or other parking as determined by the Board acting reasonably, for so long as the Unit Owner or Occupant in question has the use of the Accessible Parking Space. Throughout the period of such use, the Owner shall continue to be required to pay the Parking Maintenance Fee applicable to the Assignment in question, and shall remain liable for any default thereof as set out above. Upon the Owner or Occupant in question either ceasing to reside in the Unit or otherwise ceasing to require use of the Accessible Parking Space, the exclusive right of use under the Assignment shall revert to the Occupants and Owner of the Unit to which it was originally given, and the Accessible Parking Space shall no longer be used in the place thereof.
12. Each Owner shall keep the parking space allocated to their Unit pursuant to these provisions in a clean and tidy manner and shall not knowingly cause any damage thereto or unreasonably interfere with the Corporation's performance of its duties to inspect, repair and maintain the same.
4. **Except as specifically provided herein, the Declaration remains in full force and unamended.**