

CREEKSIDE TRAILS

800 MYERS ROAD

PROPOSED WATERLOO STANDARD PHASED CONDOMINIUM PLAN

June 2022

THIS DECLARATION is made and executed by Will-O Homes (C.S.) Inc. (the “Declarant”) who is the owner in fee simple of the property described in Schedule A, upon which there will be sixteen (16) proposed Residential Units.

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 Act.

The registration of this declaration and its related description will create a Freehold Standard Condominium Corporation that is a Phased Condominium Corporation to which Part XI of the *Condominium Act, 1998* (the “Act”) applies.

ARTICLE I: INTRODUCTORY

Definitions and Interpretation:

1. In this Declaration, unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing any gender include all genders.
2. The inclusion of headings in this Declaration is for convenience of reference only and will not affect the construction or interpretation hereof.
3. 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 and any successor legislation;
 - b. “Board” means the board of directors of the Corporation;
 - c. “By-law” or “Bylaw” or “by-law” or “bylaw” or “By-laws” or “Bylaws” or “by-laws” or “bylaws” means a by-law or by-laws (as the case may be) of the Corporation;
 - d. “Common Elements” or “common elements” means all the condominium property except the Units;
 - e. “Common Services” mean any and all street lighting on any internal roadway, and all curbs, sidewalks, visitor parking spaces, pipes, wires, vents, ducts, cables, conduits, sewers (both storm and sanitary), service connections, electricity transformer(s), storm water swales, storm water ponds, sump pumps, sump pump pits, weeping tiles and/or other conduits, telecommunication signal transmission and reception facilities and lines, water mains, fire hydrants, telephone cables and access transmission lines and public and private utility lines that, without limiting the generality of the foregoing, provide or transmit, walkways, power, communication facilities, water, fuel, storm water and other drainage, and/or sewage disposal, provided same service more than one Unit or service both a Unit and the common elements or are otherwise designated herein as common elements;
 - f. “Condominium Plan” or “condominium plan” or “Project” or “project” means the condominium plan created by the registration of this declaration and the related description with respect to the Land as amended;
 - g. “Corporation” or “corporation” means the condominium corporation created by the registration of this declaration on the title to the lands described in Schedule A;
 - h. “Declaration” or “declaration” means this declaration as amended from time to time;
 - i. “Land” or “Lands” means the lands described in Schedule A;
 - j. “party wall” means any interior wall that is a dividing partition separating two adjoining Units;
 - k. “Rule” or “rule” or “Rules” or “rules” means a rule or the rules (as the case may be) of this Corporation;
 - l. “Telecommunication Device” means any signal transmission or signal reception device or any roof antenna or 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;
 - m. “Unit” or “unit” means a unit as defined in the Act and as described in the description plans of this condominium plan;

- n. "Unit Occupant" means any Unit Owner, any Unit Owner's spouse, child or children, invitee, servant, guest, or tenant and tenant's spouse, child or children, invitee, servant, guest, or any other occupant of a Unit in this condominium plan;
- o. "Unit Owner" or the general term "Owner" mean the owner of a Unit, unless otherwise required by the context.
- p. "Utility" means a generally available utility service including water, natural gas, heating oil, or other fuel, sanitary sewer, sewage disposal, storm sewer, electricity, telephone, cable television, Internet, and public utilities as defined by the *Public Utilities Act* and/or the *Municipal Act, 2001*, as applicable; and
- q. "Utility Supplier" means an entity supplying a Utility to the Units and/or Common Elements for the use or consumption by Unit Owners, Unit Occupants, and/or by or on behalf of the Corporation; and

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 162(2) of that version of the Act in effect as at July 1, 2021, until the coming into force of subsections 135(1) and 135(2) 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 for condominiums created pursuant to Part XII of the Act.

Required Provisions and Schedules

- 4. The consent of every person having a registered mortgage against the Land or interests appurtenant to the Land, as the land and the interests are described in the description 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 all parts 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 in Form 2 as prescribed by regulation 48/01 is attached hereto as Schedule G.
- 11. The address for service for the Corporation shall be 55 Reinhart PL, PO Box 187, Petersburg, Ontario N0B 2H0.
- 12. The municipal address for the Corporation is 800 Myers Road, Cambridge, Ontario.
- 13. The mailing address of the Corporation is 55 Reinhart PL, PO Box 187, Petersburg, Ontario N0B 2H0.

ARTICLE II: UNITS

Unit Components

- 1. Despite anything contained in this Declaration, any appurtenances to a Unit (other than as specifically set out in this paragraph) that service only that Unit shall be considered part of that Unit to which same are appurtenant despite being partially or totally within the defined boundaries of another Unit or in or on common elements. Additionally, and notwithstanding anything else contained herein:
 - a. the water stops with respect to the water lines within this condominium plan, and any water shut offs for any of the Units and/or the common elements, shall be common elements despite being located within the boundaries of any Unit;
 - b. air-conditioning equipment servicing a Unit and located outside the Unit boundaries shall form part of the Unit which such air-conditioning services;

- c. any individual Unit sump pump, sump pump pit and related piping, wiring and equipment:
 - i. servicing only one Unit shall be deemed to be part of the Unit serviced thereby;
 - ii. servicing multiple Units shall be deemed to be part of the common elements notwithstanding being located within a Unit;
- d. all pipes, wires, ducts, cables, conduits, sewers (both storm and sanitary), service connections, electricity transformer(s), television signal transmission and reception facilities and lines, water mains, telephone cables and access transmission lines and public utility lines that, without limiting the generality of the foregoing, provide or transmit power, communication facilities, water, fuel, and/or sewage disposal:
 - i. that service more than one Unit, to the extent that the same service more than one Unit, are deemed not to be part of a Unit but to be common elements, despite being within the boundaries defining a Unit;
 - ii. that pass through a Unit to service a Unit other than that through which the same pass shall, to the extent that the same lie outside the boundaries of the Unit being serviced by the same, be deemed to be part of the Unit that the same services;
 - iii. that pass through an area of the common elements designated for exclusive use shall be deemed to be common elements that are not designated for exclusive use; and
 - iv. subject to the foregoing, to the extent that the same lie within the Unit being serviced by the same, shall be considered part of such Unit; and
- e. any retaining wall constructed or to be constructed by the Declarant within the condominium plan and any amendment phase shall be common elements despite being located within the boundaries of any Unit.

Use and Occupancy of Units

- 2. The Units are for regular residential use only and no other uses. No Unit may be used for any commercial purposes by anyone, regardless of whether same are permitted by the municipal zoning by-laws, including without limiting the generality of the foregoing that no unit may be leased or licensed on a short term basis.
- 3. Notwithstanding the foregoing, "home offices" are permitted within the Units of this condominium plan provided the same do not violate the relevant municipal zoning by-law(s), generate an unreasonable amount of vehicular or pedestrian traffic within any part of common elements or cause significant irritation to other owners as reasonably determined by the Board. The Board is entitled to prohibit any home offices that violate the foregoing proviso. Without limiting the generality of the foregoing, 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.
- 4. No Unit may be occupied by or used in whole or in part in any way or for any purpose that:
 - a. is illegal;
 - b. causes, emits, and/or creates anything combustible and/or noxious and/or irritating, and/or malodorous and/or offensive, and/or anything else which could be considered a nuisance and can be detected in any significant way in any Unit (other than the Unit from which such odour is caused or emitted) or in the common elements;
 - c. uses, causes, emits, and/or creates anything that is explosive or toxic in any dangerous quantity (as determined in the sole and absolute discretion of the Board);
 - d. in the opinion of the Board presents any significant threat of injury to the health, safety or security of any of the Unit Occupants or risk of damage to the Units, common elements and/or assets within this condominium plan;
 - e. causes or generates or permits noise over and above what might be reasonably expected in a residential setting unless permitted by this Declaration or otherwise by the Board in writing and subject to such conditions or restrictions as the Board may choose to impose; or
 - f. in the discretion of the Board acting reasonably creates or is the cause of any nuisance affecting other Unit Occupants of Units within this condominium plan.

5. 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 permitted 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.

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.

6. With respect to any portion of the Unit that it is the responsibility of a Unit Owner to insure:

- a. the Corporation has the power to require each Unit Owner to maintain such insurance as the Corporation is of the opinion, acting reasonably, is necessary to insure the property on a replacement cost basis;
- b. the Unit Owners can also be required to provide proof of adequate insurance at any time or times by the Corporation;

and if a Unit Owner does not maintain insurance which, in the opinion of the Board, is adequate to provide the replacement cost of the portion of the Unit that such Owner is responsible to insure, the Corporation may obtain such insurance at the cost of the defaulting Unit Owner and the cost of same 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. The Board must act reasonably in its requirements for insurance and give prompt written notice to all mortgagees of the Unit if it requires the owner thereof to obtain adequate additional insurance as set out herein.

7. None of the provisions of sections 2 through 6, inclusive, of this Article II affect or are binding on account of any Unit owned by the Declarant.

8. It shall be each Unit Owner's responsibility to ensure that all Unit Occupants of such Owner's Unit(s) comply with and are aware of all current By-laws and Rules and it is a duty of the Unit Owners and Unit Occupants to comply with such By-laws and Rules.

9. Each Unit Owner must advise the Board in writing of the name of each Unit Occupant of the Owner's Unit forthwith upon such Unit Occupant's commencement of use or occupancy of the Unit.

10. No Unit Owner shall lease such Unit Owner's Unit unless such Unit Owner causes the tenant to deliver to the Corporation an agreement signed by the tenant to the following effect:

I,, covenant and agree that I, the members of my household and my guests from time to time will, in using the Unit rented by me and the common elements, comply with all legislation applicable to condominiums, the Declaration and the By-Law(s) and all Rules of the Condominium Corporation during the term of the tenancy.

11. No Unit shall be occupied at the same time by more than two (2) persons who during the period of such occupancy are full-time or part-time students at a post-secondary educational institution without the express, written consent of the Board, which consent may for any reason be arbitrarily withheld. For the purposes of this provision, a post-secondary educational institution means, without limiting the generality of that term, any educational or training institution that is recognized by the government of Ontario or any of its agencies or by the government of Canada or any of its agencies that, within their respective jurisdictions, is responsible for registering, accrediting, supervising or regulating institutions issuing any post-secondary educational credential (diploma, certificate or degree), which, for clarity, does not include any school the affairs of which are regulated under the *Education Act* of Ontario except with respect to any adult or continuing education programs offered therein.

12. No Unit may be used for the purposes of a lodging house, rooming house, "bed and breakfast" establishment, inn or hotel regardless of whether the same is in accordance with any or all municipal bylaw(s) or otherwise.
13. Notwithstanding anything else contained in this Declaration, no common element parking space shall be rented, leased or licensed to any person who is not an owner or occupant of a Unit within the condominium plan.
14. Each Owner of every Unit is required to provide the Corporation with written notice of such Owner's name and current address for service immediately when such Owner acquires any ownership interest in any Unit. This written notice shall constitute such Owner's name and address for service for the purposes of section 47 of the Act as amended or, if repealed, under any successor legislation. If any such Owner should change such Owner's name or address for service such Owner shall immediately upon either or both of such events provide the Corporation with written notice of such change.
15. For the purposes of the record required to be maintained by the Corporation pursuant to section 47(2) of the Act (the "Section 47(2) Record"), each owner of every Unit is required to provide the Corporation with written notice of such owner's name and current address for service immediately (a) when such owner acquires any ownership interest in the Unit and (b) subsequently upon there being any change to such owner's name and/or address for service. In the event of any dispute or question as to the correct name and address for service for the owner of a Unit, reference shall be had to the most recent written notice received by the Corporation in accordance with this provision and the same shall be deemed to be correct as at the date of such dispute or question. In the event no such notice has been received by the Corporation with respect to a Unit, then regardless of whether or not the owner of the Unit resides in the Unit the name of the owner as registered on title to the Unit and the municipal address of the Unit shall be deemed to be, respectively, the owner's name and address for service for the purposes of the Section 47(2) Record. Furthermore, each Unit Owner must advise the Board of Directors in writing of the name of each person who occupies or lives in the dwelling unit owned by such unit owner forthwith upon the person occupying or commencing to live in the dwelling unit.

ARTICLE III: ACCESS, ADDITIONS & ALTERATIONS (UNITS & COMMON ELEMENTS)

Completion by Declarant

1. The Declarant is entitled to complete all buildings and all improvements to the Land, enter onto the common elements and Units to complete any work to any of the Units and/or the common elements, display signage on the common elements, maintain Units as models for display and sale purposes, to have potential purchasers and tenants visit any Units owned by the Declarant (including viewing the common elements and passing across same), and otherwise maintain construction offices, displays and signs on the common elements and in the Units owned by the Declarant, until all Units in the condominium plan (including any future phase thereof) have been sold and conveyed by the Declarant and until the Declarant has completed all of its work with respect to the condominium plan, including any future phase thereof. 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 and its proposed future phases 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.

Rights of Access and Entry

2. The Corporation, or its employees, agents or any person given authorization by the Corporation, is entitled to use any common element water supply even if located on or in part of a Unit. No Unit Occupant may use any common element water supply.
3. Subject to the further provisions hereof, no one is permitted to enter into or upon the roof or attic above the upper floor of the uppermost Level of this condominium plan or to do any work thereon or therein, other than a contractor or agent of the Corporation.
4. Each Unit Owner must provide the Board with keys for all doors of and within such Unit Owner's Unit and the current security codes necessary to deactivate his or her Unit's security system (if any). No one shall change any lock or place any additional locks on the doors to or within any Unit without immediately providing the Corporation with a key for each new or changed lock and shall, when requested, provide the Corporation with a key for each lock on the doors of the Unit and the Corporation shall be provided with the codes necessary to deactivate any security alarm situated in a Unit.

- a. In case of an emergency, an agent of the Corporation may enter a Unit any time and without notice for repairing and/or inspecting the Unit or the common elements, or for correcting any condition that might result in personal injury, damage and/or loss to the property.
- b. Each Unit and all of the common elements, and all parts of the common elements designated for the exclusive use of the Unit Occupants of any Unit, if any, are subject to a right of access in favour of the City of Cambridge, the Township of North Dumfries, and the Regional Municipality of Waterloo, utility companies and other Unit Owners and the Corporation, to permit entry by equipment, machinery and workers as is reasonably required to do work with respect to other Units or the common elements including, without limiting the generality of the foregoing, work with respect to any of the Common Services or any utility meters and/or other meters or equipment.
- c. The City of Cambridge and the Township of North Dumfries, including its respective agents, contractors and workmen, are entitled to access to any part of the Lands which 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.

If the Board is not provided with the requisite keys to a Unit and the Board requires entry to the Unit but is unable to reach a Unit Occupant thereof to allow entry thereto within a timeframe which is reasonable in light of the need for entry and the Board does not have keys to allow entry to the Unit, then the Board or any agent of the Corporation has the right to make forcible entry to the Unit with the damage being caused on account thereof being the obligation of the Unit Owner to repair at the Unit Owner's cost.

5. Each Unit and all of the Common Elements are subject to a right of entry and access in favour of the Corporation, the City of Cambridge, the Township of North Dumfries, the Regional Municipality of Waterloo, 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 reasonable 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), 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), 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 charges with the responsibility to read such meter. If, as a result of future construction of any building or part thereof on this Condominium Plan, it is necessary to relocate any Utility Supplier facilities such relocation (if it can be accommodated by the relevant Utility Supplier) will be at the sole cost and expense of the Corporation. Access rights set out herein will be maintained for all Utility Suppliers.

Equipment, Use, Alterations and Additions

6. No entrance or other signs or plaques referring to the Declarant (or related company) as the developer or builder of the Corporation shall be removed, obscured or covered before conveyance by the Declarant of all its interest in the Corporation, without the prior written consent of the Declarant, which consent may be arbitrarily withheld. No other signage (other than as permitted in this Article) of any sort at all is permitted either on or within a Unit or on the common elements without the prior written approval of the Declarant while it still owns any Unit within this condominium plan, or of the Board thereafter, except that, notwithstanding this, one standard real estate "for sale" sign is permitted to be displayed on the inside of one window on the front of each Unit provided the sign does not exceed three (3) square feet in size and is not illuminated in any way.
7. There shall be no Telecommunication Device allowed within the condominium plan without the prior written approval of the Board and then only in strict compliance with such approval. The Board has no obligation to

provide such approval, and if any such approval is provided the Board may in its absolute discretion revoke same.

8. There shall be no Telecommunication Device erected, fixed, resting by its own weight or otherwise, hanging or otherwise visible anywhere on the Land or any building or structure thereon or present or visible from any abutting street or any other Unit or Common Element on any of the Condominium Plan without the prior written consent of the Board and Declarant (while it owns any lands or Unit within the Land). The Declarant has the exclusive jurisdiction and is empowered to grant permission for any Telecommunication Device while the Declarant has any interest in any lands or Unit within the Land. Thereafter any references in this paragraph to the Declarant shall be deemed to be a reference to the Board. The Board has no obligation to provide such approval, and if any such approval is provided the Board may in its absolute discretion revoke same. Any Telecommunication Device for which the Declarant has given permission is allowed to remain within the Land after the Declarant has no interest in any lands or Unit within the Land, until the title to the Unit whose owner was given consent for such Telecommunication Device is no longer in the name(s) of the owner(s) or any of the owner(s) to whom the Declarant provided its permission for the said Telecommunication Device provided the said Telecommunication Device is kept in a reasonable state of repair and condition and is securely affixed in accordance with the permission granted therefor by the Declarant.
9. No window air-conditioners are permitted. No air-conditioning unit, heat pump nor similar equipment and machinery and other noise generating equipment appurtenant to or used in connection with the Units (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 Declarant while it owns any Unit, and thereafter by the Board. In the absence of reasonable grounds to refuse same the Declarant or Board, as the case may be, shall approve applications for the foregoing. The external elements and components of any such AC equipment may only be located where permitted by the Board. 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 the same service so that the Unit Owner of the said Unit is responsible to maintain, repair (after damage or otherwise) and replace the same as required by the Board in its discretion (exercised reasonably).
10. Except with the prior express written consent of the Board and the Declarant (while it owns any Unit within this condominium plan);
- a. Nothing is permitted to be placed, left, installed, situate or otherwise be in the common elements including any exclusive use portion, thereof, if any;
 - b. No maintenance, addition, signage, alteration, repair, renovation, improvement, painting or staining that affects the appearance of any part of any Unit or common elements that can be seen from any abutting street or from any other Unit in the Condominium Plan and/or from the common elements of the Condominium Plan is permitted; and
 - c. Specifically and without limiting the generality of the foregoing, no hot tub or other thing which may or does contain water is allowed anywhere in the common elements including any exclusive use portion thereof, if any,
- 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, 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, 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 paragraph is not applicable to the Declarant or to any Unit owned by the Declarant.

11. 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 materials, including without limitation, wood or other shutter materials, 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.

12. The configuration and layout of the rooms within any Unit may not be changed without the prior written consent of the Board which consent may be arbitrarily withheld. For the purpose of clarification this means that no internal walls or room dividers within the Unit may be removed, added or modified so as to increase or decrease the number or the size of any room therein the absence of such prior written consent of the Board. In addition, no room in any Unit that was not designated as a bedroom or potential bedroom on the Declarant's architectural plans may be used for a bedroom without the prior written consent of the Board which consent may be arbitrarily withheld. This paragraph is not applicable to any Unit owned by the Declarant.
13. Any work within or to a Unit that requires a building permit may not be performed without the prior written consent of the Board which consent may be arbitrarily withheld. This paragraph is not applicable to any Unit owned by the Declarant.
14. No one shall make any changes within or to a Unit that would:
 - a. adversely affect noise attenuation features of the Unit or the building in which the Unit is situate if any; or
 - b. diminish the fire rating of the Unit or the building in which the Unit is situate; or
 - c. violate any applicable Building Codes, property standards or building regulations.
15. No one shall do anything or make any change with respect to any part a load bearing wall or any other load bearing component within a Unit without:
 - a. the submission to the Board of an engineer's certificate addressed to the Corporation confirming that the proposed action will not reduce the load bearing capacity of the said wall or such other load bearing component; and
 - b. obtaining the prior written consent of the Board to the proposed action which consent may be granted only upon such conditions as the Board may in its sole discretion impose or may be refused.

This paragraph does not apply to any Unit owned by the Declarant.
16. The Unit Occupant(s) of each Unit shall have exclusive use of the deck and porch area which is accessible and directly adjacent to such Unit, if any, provided such use is in accordance with the provisions of this declaration, the by-laws and rules of the Corporation.
17. No deck area shall be used by any Unit Occupant entitled to such use in any manner that would interfere with the ordinary use or enjoyment of the Land by any Unit Occupant of another Unit.
18. No addition or alteration to any part of the common elements, including the construction of any structure(s) thereon, is permitted that would have any impact on the storm water management 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. This paragraph is not applicable to the Declarant.
19. No addition or alteration to any yard or landscaped portion of the condominium plan (including the construction of any structure(s), including without limitation fences, or additions to or extensions of fences thereon or the removal of any Declarant-installed feature thereof) is permitted without the prior written approval of the Board and the Declarant (while it owns any lands or Unit within the Land).
20. Nothing may be stored in or on the outside portions of the common elements except in accordance with the declaration, by-laws and rules of the Corporation. Seasonal furniture may be located in a porch or rear deck area but same must be taken inside the building within the Unit in the off season as determined by and required by the Board in the discretion of the Board. Only one barbeque that is in good operating condition and with neat and clean appearance may be kept in a rear deck area appurtenant to a Unit throughout the year. Without limitation, no barbeque is permitted in any other area of this condominium plan other than in a rear deck area as may be permitted in writing by the Board from time to time.
21. Each Owner of a Unit must keep the porch and rear deck areas appurtenant to his or her Unit in a neat and tidy condition as required by the Board, failing which, the Board shall have the option of performing said work as needed to comply with the foregoing requirement at the expense of the Unit Owner in question. For such purpose, entry to any porch or deck area is permitted by or on behalf of the Corporation and the Declarant. The Unit Owner is responsible for paying the costs so incurred and such costs shall be for all purposes common expenses payable by the Unit Owner in question.

22. All roadways, walkways and parking areas of the Condominium Plan are to be kept void of any obstructions at all times other than permitted motor vehicles in designated parking areas. No Unit Occupant shall cause or permit any obstruction to be placed or left anywhere on any roadways or walkways contrary to the foregoing. Each Unit Owner shall keep the parking space assigned to such Unit Owner free of obstruction (other than permitted motor vehicles) at all times.
23. Each Unit Owner is responsible to keep the parking space assigned to such Unit Owner clean and free of debris and foreign substances as and when required by the Board and the Declarant (while it owns any lands or Unit within the Land), failing which the Board or the Declarant (while it owns any lands or Unit within the Land) may effect the said cleaning as necessary to comply with the requirements of the Board and the Declarant (while it owns any lands or Unit within the Land) at the cost of the Unit Owner. Any costs relating to the foregoing are deemed to be common expenses due from the Unit Owner in question.
24. No composters are permitted anywhere on the Condominium Plan unless approved in writing by the Board and operated and maintained in strict accordance with the requirements of the Board from time to time. The Board is not obligated to approve any composters. Any approval, if given, may be revoked or amended.
25. No pesticides or insecticides may be used anywhere within the Condominium Plan except in accordance with and as allowed by and all relevant municipal and governmental by-laws and regulations.
26. 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 are not installed and used in accordance with Ontario Regulation 97/08 of the *Energy Conservation Leadership Act, 2006* or in accordance with any replacement applicable legislation are prohibited from being anywhere on the property except with the express written permission of the Board. Any such permitted items must at all times be kept in a good and proper state of repair and appearance by the owner of the Unit adjacent and appurtenant to the rear yard area in which same are located in accordance with criteria as to state of repair, appearance and specifications established from time to time by the Board as reasonably required by the Board. Notwithstanding the foregoing, no such items other than any that were installed by the Declarant prior to registration of this declaration or prior to registration of an amendment thereto creating a phase of this condominium plan with respect to any Unit or part of the Common Elements that is part of such phase are permitted to be installed on the Common Elements except in accordance with the provisions of section 97 or 98 of the Act. This means that despite the foregoing and despite Ontario Regulation 97/08 of the *Energy Conservation Leadership Act, 2006*, no clotheslines, clothes trees, goods and technologies that have a purpose that is the same as a clothesline or clothes tree, and/or related equipment are permitted anywhere in the Common Elements including the exclusive use portions thereof, if any, except and unless there has been strict compliance with the provisions of section 97 or 98 of the Act as applicable.

ARTICLE IV: GENERAL MAINTENANCE AND REPAIR PROVISIONS

General

1. The sidewalks, other walking areas, laneway, common element parking areas, and entranceways are to be maintained in a snow free condition and void of any obstructions twelve (12) months of the year.
2. Access rights to the facilities on the condominium plan belonging to Cambridge and North Dumfries Hydro Inc., as well as Energy + Inc., are to be maintained.
3. Home mail delivery will be from a designated Centralized Mail Box subject to any changes on account of mail delivery that may be effected by Canada Post.
4. A private contractor will pick up and dispose of all recyclables and other waste materials, and appropriate storage areas be established and maintained for such purposes. Garbage, recycling, green bin, and yard waste produced from all Units shall be placed as directed by the Board for pickup by a private contractor hired by the Corporation on such days and at such times as may be designated by the Corporation from time to time. If, in the future, there is any collection of compostable materials (compost/green bin/yard waste), the foregoing requirements with respect to garbage and recycling equally apply to the pickup and removal of the said compostable materials.
5. No garbage and/or recycling shall be stored anywhere within the exterior portions of any Unit or anywhere on the Common Elements.

Units

6. Each Unit Owner must maintain such Unit Owner's Unit and repair such Unit Owner's Unit (including repair after damage), including the improvements to such Owner's Unit in accordance with the provisions herein.

7. The Board is empowered to require maintenance, repair and replacement by the Owner of any component of the Owner's Unit, at the Unit Owner's expense, whether part of the standard unit or an improvement. If a Unit Owner fails to maintain such Unit Owner's Unit and repair such Unit Owner's Unit (including repair after damage), including the improvements to such Owner's Unit in accordance with the Board's reasonable requirements, the Board is entitled to effect such maintenance, repair and replacement but all costs thereof shall be borne by the Unit Owner. Such costs shall be for all purposes common expenses payable by the Unit Owner in question and therefore the subject matter of a lien pursuant to the Act if not paid upon request by the Board.
8. All maintenance, repair and replacement work performed within the Unit boundaries of any Unit shall be done at the expense of the Unit Owner even if performed by the Corporation or as directed by the Board and therefore shall be the subject matter of a lien pursuant to the Act if not paid upon request by the Board.
9. As high humidity levels within a Unit can cause damage to the physical structure thereof and to other Units and/or give rise to conditions that promote the presence of and spread of mould, it is essential that the levels of humidity within the Units be kept below the level at which damage or mould can occur. Humidity levels can be caused or contributed to by the actions or omissions of Unit Occupants. The Board is entitled to inspect each Unit as it sees fit from time to time and monitor humidity levels within any Unit. All Unit Occupants must comply with any requirements of the Board from time to time as to doing or omitting from doing things or activities that the Board advises may cause or contribute to humidity levels higher than those prescribed by the Board. By way of example, only the Board may require that fans and/or other air exchange devices be run following showering in order to force high humidity level air from the Unit, that all clothes dryers be vented to the outside, and that no clothes drying take place within a Unit except within an externally vented clothes dryer.
10. Each Unit Owner is responsible to ensure that the temperature in his, her or its Unit does not fall below 50 degrees Fahrenheit (10 degrees Celsius). The Board or its agent or a person retained by the Board for the purpose shall be permitted access to any Unit in order to check and maintain the temperature in such or any other Unit. In order to ensure the temperature in any Unit does not fall below 50 degrees Fahrenheit (10 degrees Celsius), the Board is entitled to repair and/or replace heating or other temperature controlling apparatus within or affecting the Unit, but the costs of such repair and/or replacement of such apparatus (other than such apparatus that is part of the Common Elements) shall be borne by the Unit Owner. Such costs shall be for all purposes common expenses payable by the Unit Owner in question and therefore the subject matter of a lien pursuant to the Act if not paid upon request by the Board.

Maintenance of Exterior and/or Shared Unit Components

11. Notwithstanding that each Unit Owner must maintain and repair such Unit Owner's Unit, the maintenance, repair, and replacement of all exterior components of each Unit Owner's Unit, including without limitation all components of the roof from and including the sub roof to and including the roof coverings, all eaves trough(s), down spout(s) and related components), all exterior windows and doors, all exterior paved walkways, driveways, entrance areas and all brick, siding, and foundational components of each Unit Owner's Unit, and all party wall(s) of each Unit Owner's Unit (including all components thereof) shall be performed by the Corporation on behalf of and paid for by the Owner(s) of the Unit(s) on which such maintenance, repair, and replacement is performed (hereinafter referred to as "maintenance of exterior and/or shared Unit components"). At the option of the Board, any maintenance of exterior and/or shared Unit components may be performed by the Owner(s) of the Unit(s) on which such maintenance of exterior and/or shared Unit components is to be performed as directed by the Board and in strict compliance with the requirements of the Board. The Board has the further right to determine the amount owing by each Unit Owner for whose Unit maintenance of exterior and/or shared Unit components has been done through or as directed by the Corporation through the Board.
12. The Board is entitled to require an Owner to provide at the Owner's expense such plans and specifications for the maintenance of exterior and/or shared Unit components, and to make additions, deletions or other revisions to same, as the Board acting reasonably determines is necessary for it to consider, perform, and/or direct such maintenance of exterior and/or shared Unit components. All such costs shall be for all purposes common expenses payable by the Unit Owner in question and therefore the subject matter of a lien pursuant to the Act if not paid upon request by the Board.
13. The maintenance of exterior and/or shared Unit components shall be completed in strict compliance with:
 - a. all aspects of the plans and specifications required by the Board to provide its consent, including any additions, deletions or revisions thereto, without any deviations therefrom unless such deviations are approved in writing by the Board which approval the Board is not required to give;
 - b. all relevant provisions of the Act, this Declaration, and the by-laws and rules of the Condominium; and

- c. all applicable codes, rules, regulations, laws and ordinances of all relevant governmental authorities.
14. If an Owner conducts any maintenance of exterior and/or shared Unit components in a manner not in accordance with the provisions of this Declaration, the Board, in its sole and absolute discretion, may decide to complete the maintenance, repair, or replacement in question, or remove or reverse the maintenance, repair, or replacement in question or require the Owner in question to do so, all at such Owner's expense. The Board is hereby granted the right to enter in or onto any part of a Unit to give effect to its decision in accordance with this provision. The costs of any removal, or reversal of any maintenance of exterior and/or shared Unit components, whether for a temporary purpose or permanently, shall be for all purposes common expenses payable by the Unit Owner in question and therefore the subject matter of a lien pursuant to the Act if not paid upon request by the Board.
15. If a mechanics or construction lien is registered against a Unit and/or common elements of the Condominium as a result of maintenance of exterior and/or shared Unit components, such Owner must 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 such Owner by the Owner and shall be for all purposes common expenses payable by the Unit Owner in question and therefore the subject matter of a lien pursuant to the Act if not paid upon request by the Board.

Common Elements

16. Subject to the other provisions herein, the Corporation is responsible for the maintenance and repair (including repair or replacement after wear and tear and/or damage) of all of the common elements. The Corporation shall maintain all landscaped areas, walkways, roads, and outdoor parking surfaces.
17. If the asphalt or other hard surface area of any common element area is damaged or in need of maintenance or repair because of the act or omission of any Unit Occupant, the Unit Owner of the Unit in which the Unit Occupant resides or has visited shall pay the costs of the maintenance or repair in question with such expense being deemed to be a common expense and an item of repair for which the Unit owner is solely responsible.
18. Subject to the limitations set out herein, the Corporation is responsible for the removal of snow and ice from the common element parking areas, laneways, sidewalks, and internal roadways except for the portion of the common element sidewalk appurtenant to a Unit, which shall be the responsibility of such Unit's Owner to keep free of snow and ice.
19. The Corporation is responsible for the cutting of grass and to perform any and all landscaping, weeding and required yard maintenance and the weeding and maintenance of the landscaped areas of the Units and common elements. Included in this obligation is:
- a. any requisite work necessary to keep the grass in good condition, including raking, fertilizing, overseeding, grass seeding, rolling, aerating, dethatching and maintaining same in a pest and hazardous insect free condition; and
 - b. the maintenance, weeding and pruning of all plantings originally installed by the Declarant within the Units and common elements.
20. The Corporation is not responsible to remove snow and ice or to perform grass cutting while there is any obstruction (including, for example only and not intending to limit the generality of the foregoing, vehicles, equipment, debris, children's toys, animal waste, etc.) that in any way inhibits the ability to ordinarily perform such work with regular, full sized mechanized equipment. If the Corporation incurs additional costs to effect snow removal or grass cutting or other such work on account of obstructions, foreign materials or inaccessibility, all such costs shall be considered common expenses payable by the Unit Owner determined to be responsible therefor, and such additional costs shall be added to the amounts owing by such Unit Owner on account of common expenses.

ARTICLE V: LIFE SAFETY MAINTENANCE AND REPAIR PROVISIONS

1. For the purposes of this Article, the following terms apply:

- a. "Life Safety Warning Devices" means such smoke detectors, fire detectors, carbon monoxide detectors and other like 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;
- b. "Unit System Components" means a Unit's electrical systems, plumbing mechanisms and systems, sump pump(s), 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 permitted and if any) to the extent the same are not part of the common elements;
- c. "Water Appliance Appurtenances" means 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 the like; and
- d. "Other Devices" means dryer duct hoses on clothes dryers, chimney flue sleeves, ventilation ducts, and other similar objects or 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;

all of which may be collectively referred to as "Unit Systems and Devices".

2. Each Unit shall be equipped at all times by the Unit Occupants thereof with Life Safety Warning Devices and such Water Appliance Appurtenances as a prudent and careful owner or occupant would require.
3. In addition to such Unit Owner's obligations to maintain, repair, replace and repair after damage all parts and components of such Unit Owner's Unit and Unit improvements, each Unit Owner must effect such repairs, replacements and maintenance in respect of the Unit Systems and Devices servicing such Unit, as a prudent and careful Owner or occupant would require, and as may be required by applicable governmental legislation, regulations and building or other codes, 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 Owner's Unit as directed by the Board at the cost of the respective Unit Owner, and in any event shall keep the same in safe and good operating condition and fully powered (as applicable) at all times. The approval of the Board is required prior to the performance of any repair or replacement to any Unit's electrical systems, plumbing mechanisms and systems, which approval may be refused.
4. Each 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, and the Board has the right to cause periodic inspections of any or all Units as may be required to confirm, all required Unit Systems and Devices are in place, same in safe and good operating condition, fully powered (as applicable) and in compliance with the requirements of applicable governmental legislation, regulations and building or other codes, the Board and the Corporation's and Unit Occupants' insurers, and, without limiting the generality of the foregoing, that:
 - a. the Water Appliance Appurtenances and 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 good condition and repair so as to be unlikely to be prone to leakage, including without limitation that all water hose and hose fastening devices and mechanisms are in good repair and properly attached to the devices the same service;
 - b. all fireplaces, chimneys and flues (if permitted and if any), ducts and vent pipes are in a proper state of repair and condition and clean and free of flammable and other materials; and
 - c. all air heating and/or air-conditioning mechanisms are in place, in good operating condition and fully powered (as applicable) as required by the Board.
5. Such persons as are designated by the Board to perform inspections for the purposes set out in the foregoing 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 Unit Owner of the Unit.

6. No appliance, fire place or stove, that burns solid fuel such as wood, coal, corn or any other fuel deemed by the Board in its absolute discretion to be a "solid" fuel is allowed within or to be used within any Unit or the common elements.
7. A sump pump, if any, that services only one Unit shall be considered part of the standard unit of such Unit, and the following provisions apply with respect thereto:
 - a. the Unit Occupants of such Unit shall inspect and test the sump pump that is part of the Unit on a regular basis as required by the Board from time to time and ensure that the sump pump is functioning properly at all times and shall be responsible to maintain, repair and replace the same as required to ensure the same is functioning properly at all times;
 - b. all such sump pumps shall be left hooked into an operable source of electricity and left vented to the outside or such tile or sewer as set up at the time of first installation of the same and as required by any applicable governmental legislation, regulation and/or building or other codes and/or as the Declarant or the Board may prescribe from time to time;
 - c. agents, employees and representatives of the Corporation or the Declarant are entitled to reasonable access upon twenty four (24) hours written notice (or no notice in the case of an emergency) to the basement area of any Unit where a sump pump is to be installed or is installed and to do such work within and to any such Unit as is necessary to install, operate, maintain, repair, remove, replace and/or inspect any such sump pump, and the costs of such work as is necessary therefor shall be paid by the Unit Owner of the Unit of which the sump pump is a part, and if not paid when required by the Board such costs 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; and

the Unit Occupants of each Unit containing a sump pump (whether such sump pump is part of a Unit or part of the common elements hereunder) shall keep the sump pit within such Unit free and clear of debris at all times, keep the immediate space and area around the pump mechanism piping and wiring open and free and clear of all objects and not enclose or build in the pump mechanism piping and wiring in any manner.

8. 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) as is required to ensure that all required Unit Systems and Devices are in place, same in safe and good operating condition, fully powered (as applicable) and in compliance with the requirements of applicable governmental legislation, regulations and building or other codes, the Board and the Corporation's and Unit Occupants' insurers, and, without limiting the generality of the foregoing, that:
 - a. the Water Appliance Appurtenances and 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 good condition and repair so as to be unlikely to be prone to leakage, including without limitation that all water hose and hose fastening devices and mechanisms are in good repair and properly attached to the devices the same service;
 - b. all fireplaces, chimneys and flues (if permitted and if any), ducts and vent pipes are in a proper state of repair and condition and clean and free of flammable and other materials; and
 - c. all air heating and/or air-conditioning mechanisms are in place, in good operating condition and fully powered (as applicable) as required by the Board;

with all costs thereof and related thereto being the obligation of the Unit Owner of the Unit in respect of which such work is done to pay.

9. If the costs specified in this Article that are the obligation of an Owner to pay are not paid when required and/or requested by the Board, such costs 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. Any such costs shall be considered due upon the invoice for same being presented or delivered to the Unit Owner or mailed to the address maintained pursuant to Section 47 of the Act for the Unit Owner.

ARTICLE VI: PETS

1. No pet that is deemed by the Board (its absolute discretion) to be a nuisance shall be kept in any Unit. 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 Owner's or Occupant's Unit so as to not be a nuisance or cause irritation to other Unit Occupants. No pet may be kept on any part of the common elements. The Board can require any pet to

be removed from the Corporation property if the Board deems such pet to be a nuisance.

2. Without the prior written approval of the Board the only permitted pets that can be kept within a Unit are:
 - a. dogs, domestic housecats, parakeets, budgies, canaries, parrots and birds of that sort subject to the limitations set out herein;
 - b. small fish and/or turtles kept in one or more of your aquariums, the total volume of which does not exceed one hundred and twenty (120) liters kept inside a Unit.
 - c. usual children's pets such as for example only gerbils, hamsters rabbits and guinea pigs in such numbers as maybe prescribed by the Board from time to time; and
 - d. a maximum of two (2) dogs or two (2) cats or one (1) dog and one (1) cat to be kept by the Unit Occupants of each Unit for a total of two (2) animals in the Unit.
3. Other than as aforesaid, no animal or bird, which is not a pet nor any insect or reptile that is or is not a pet may be kept anywhere within this Condominium Plan.
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 on this condominium plan (common elements or Units) 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 is not be allowed. 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 (common elements or Units). 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 (Common Elements or Units) and such 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 property.
6. Upon the Board notifying a Unit Occupant of such determination being made with respect to a dog that appears to reside in or visit such Unit Occupant's Unit, the Board may 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 the positively identifies the dog in question by tattoo or microchip and confirms that such dog does not have any of such 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.

7. Notwithstanding and without limiting the generality of any of the foregoing or other provisions of this Article, the Board has the absolute discretion and jurisdiction to order the permanent removal of any pet from the condominium property for any reason. Also, notwithstanding any challenge being permitted and/or made, the Board shall not be required to explain or justify its decision to order such removal. Upon such order being given the pet in question must be permanently removed from the condominium property 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.
8. If any pet should defecate in any area, 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 cleanup of any defecation left anywhere within this Condominium Plan from the Unit Owner of the Unit in which such pet resides should the person accompanying the pet fail 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. It is the responsibility of the Unit Owner to ensure that no pet being kept within such Owner's Unit causes any nuisance including any excessive noise and/or offensive odour. No pet is allowed to be kept within any Unit if its presence is causing any nuisance including any excessive noise and/or offensive odour, and the Board is

entitled to order the removal of the same from the condominium property. The question of whether or not any pet is causing a nuisance including any excessive noise and/or offensive odour is within the absolute discretion and jurisdiction of the Board to determine.

9. 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.
10. 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.
11. 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.
12. 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.

ARTICLE VII: PARKING

1. The Declarant, while it owns any Unit within this condominium plan, and thereafter the Board will allocate one (1) common element parking space for the use of each Unit. In so doing, the Declarant, while it owns any Unit within this condominium plan, and thereafter the Board shall have discretion in determining which parking space is allocated to which unit provided that at all times at least one (1) space is allocated per Unit.
2. The traffic and parking rules established by the Board and the traffic and parking signage posted by or on behalf of the Board shall be complied with by all Unit Occupants and visitors.
3. Only motor vehicles that are operable, with a current motor vehicle license and insurance as is required to permit the operation of that motor vehicle on the highways of Ontario may be parked in any common element parking area. Motor vehicles shall include only automobiles, station wagons, sport utility vehicles, vans, pick-up trucks or motorcycles.
4. No tractor (including lawn tractor), machinery, equipment, recreational vehicle, or derelict vehicle may be parked or left anywhere on the Condominium Plan. Included in the definition of "recreational vehicle" for the purposes of these rules are snowmobiles, small watercraft commonly known as "sea doos" and All Terrain Vehicles ("ATV's").
5. No motor vehicle may be parked or left on any 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.
6. In the absence of the prior written permission of the Board, only bona fide visitors (as determined by the Board in its absolute discretion) to a Unit may use the areas marked for visitor parking, if any.
7. No overnight parking by visitors is permitted without the written permission of the Board which permission can take the form of an overnight parking pass provided by the Board or property manager to permit such parking.

8. The common element walkways shall not be obstructed or used for any purpose other than pedestrian ingress to and egress from the Units and parking areas. The common element roadway shall not be obstructed so as to hinder or prevent motor vehicular access thereto by the persons with a right to park a motor vehicle in any common element parking space or within the boundaries of a Unit.
9. No motor vehicle shall be driven on any part of the common elements other than on the roadway and common element parking areas.
10. The Board has the right to prohibit the parking within this condominium plan of any vehicle that is fuelled by other than gasoline, diesel fuel or electricity exclusively (or by a combination of the foregoing fuels), if the Board, acting reasonably, is of the view that such vehicle's presence within the condominium plan could pose a danger the buildings and/or any of the Unit Occupants.
11. One (1) or more of the common element parking spaces may be created within this condominium plan and may be designated as "Handicapped Parking Space(s)". The Board is authorized and empowered to allocate any such designated Handicapped Parking Space(s) for use by one or more Unit Occupants of the condominium plan and it is expected that such use will likely be restricted to persons who are entitled to make use of municipal handicapped parking spaces. The Board is entitled to charge a fee for such use as a precondition to such use. No Unit Occupant has any rights to make use of any such designated Handicapped Parking Space. The Board has discretion to decide who is to use such Handicapped Parking Spaces and on what terms and for what period of time and to revoke any permission given to use the same. The Board has the right, as a condition of such approval, to require any Unit Occupant who is allocated the use of a Handicapped Parking Space to give up such Unit Occupant's rights to any parking space to which such Unit Occupant has rights and allow the same to be used for visitor or other parking as determined by the Board from time to time for so long as the Unit Occupant has the use of a Handicapped Parking Space. The discretion of the Board in this regard includes the right to allow the use of any such Handicapped Parking Space(s) by visitors to the condominium plan who may or may not be considered handicapped or otherwise qualify to use the same on account of the designation as being reserved for persons considered "handicapped".
12. No one shall permit any gasoline, oil or other harmful substance to escape on to the surface of the common element sidewalk, roadway or parking areas. No repairs or adjustments to motor vehicles shall be carried out on the common elements. Other than as a temporary expedient, mats, trays or other containers may not be placed on the surface of the common element parking space as an alternative to repairing the cause of the escape of the gasoline, oil or other harmful substance.
13. No one shall park or store anything, including a motor vehicle of any description in any area marked "no parking."

ARTICLE VIII: UTILITIES

1. The usage of gas, electricity, water and/or any other utility supplied to a Unit is separately metered for each Unit, and 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. If any such utility service supplied to the Units is "bulk metered" by the supplier of same, the cost thereof shall be included in the common expenses for the Corporation, unless and until the municipality or supplier of the same shall install individual meters and charge for the supply thereof in accordance with the measurements on such meters, whereupon paragraph 1 of this Article shall apply in respect of the payment for usage of such utility supply. Additionally, the Declarant or the Corporation may elect to have installed, and to measure the usage of any bulk metered utility supplied to the Units by, private flow meters (or such other devices as permit recording of such supply to individual Units). If this is done and the same are installed and operating, the following provisions which shall apply and be in force and effect from the time that such private flow meters or other similar devices are installed and operating:
 - a. The Owner(s) of each Unit is responsible to pay the cost of the utility supplied to such Unit as determined by the Board, based on the amount of such utility supplied as determined by the said meter or other similar device for such Unit. However, for the purposes of collecting such payments, the Board may in its sole discretion acting reasonably estimate an amount to be paid each month by the Owner(s) of each Unit and shall then make an annual or other periodic adjustment (the actual timing thereof to be determined by the Board in its sole discretion) in accordance with the actual charges by the supplier of such utility and the amount of such utility supplied to each Unit as determined by the Board's reading of the said meters or other similar devices.
 - b. The monies to be paid for such utility pursuant hereto shall not be considered a budget item for the determination of the common expenses of the Corporation and no credit for any payment made by an Owner in accordance with these provisions shall be applied against such Owner's obligation to pay common expenses. However, any monies owing for such usage metered by private meters or other similar devices shall be a debt owed to the Corporation by the Owner(s) of the Unit in respect of which such usage is measured and shall be collectible as if the same were common expenses in arrears and

for such purposes only shall be considered common expenses and therefore the subject matter of a lien pursuant to the Act if not paid upon request by the Board. Interest will accrue on arrears of monies owing for such utility service usage at the same rate as interest accrues on arrears of common expense payments.

3. Access to the Units for the installation, replacement, repair, maintenance, upgrade and taking readings of such private flow meters, including any replacement thereof with meters installed by the municipality or utility supplier, is granted pursuant to paragraph 5 of Article III of this Declaration and this paragraph.
4. 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 IX: INDEMNITY

1. Subject to the application of any other provision of this Article IX, each Owner shall indemnify the Corporation and as the case may be other Owners against loss, costs, damage or injury caused to the common elements or any Unit because of any act or omission of any Occupant of the said Owner's Unit. Without limiting the generality of the foregoing, each Owner shall indemnify to Corporation with respect to any expense incurred by the Corporation on account of a breach or other act or omission by the Owner or any Occupant of the Owner's Unit relating to any provisions of this Declaration, the By-laws or Rules pertaining to parking, vehicles, pets and/or storage.
2. Other than amounts that the Corporation is entitled to collect on account of an order for costs or damages obtained pursuant to section 134(5) of the Act, which shall be added to the common expenses payable by the Owner in accordance with that provision, each 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 Owner or any Occupant of the 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 Owner or any Occupant or Visitor of the Owner's Unit; and/or
 - c. in bringing or defending any court or tribunal application or other legal action in which the Owner and/or an Occupant of the Owner's Unit is an opposing party, or in participating, such as in the role of an intervenor or other third party status, in any proceeding involving the Owner and/or an Occupant of the Owner's Unit, other than a proceeding in which, at the conclusion thereof, the claim or defense of the Corporation is determined not to succeed; 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 Owner is responsible for the indemnities set out in this Article IX even if the Owner is not in possession of the Unit but has leased the same or granted any other right of occupation with respect to same and notwithstanding the owner of the unit shall be required to pay in accordance with the foregoing notwithstanding any claim such owner has or may have against any third party to be compensated therefor, which third party liability shall be an matter solely between the said owner and such third party and the Corporation shall have no obligation to be involved in any respect therewith.

Mediation

4. In the event of mediation involving the Corporation and an 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 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 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 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 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 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 an Occupant or Visitor, and not by the Corporation or any director, officer, agent or employee thereof; and
 - b. 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 Owner who owns the Unit in which the 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. With respect to any obligation of an 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

8. 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 X: MISCELLANEOUS

[This section is for additional provisions that do not fit the foregoing headings and for provisions that may be required to be included in the declaration by the municipality]

1. The Corporation has the power and right to acquire and retain title to and dispose of title to and/or to lease (as lessee or lessor) any real or personal property and/or any interest in any real or personal property. Without limitation the objects and duties of the Corporation include the acquisition, encumbrance, holding leasing (as lessee or lessor) and/or disposal of any real or personal property or any interest therein as authorized by the Board from time to time.
2. The Corporation must maintain the Lands for the life of the development in compliance with any and all agreements with the City of Cambridge, the Township of North Dumfries, and/or the Regional Municipality of

Waterloo including, without limiting the generality of the forgoing, the site plan, landscape plan and tree management plan, if any, approved for the property and any approved amendments thereto from time to time. Any all agreements between the Declarant and the City of Cambridge, the Township of North Dumfries, and/or the Regional Municipality of Waterloo registered against title to this condominium plan will be complied with by the Corporation. The Corporation shall indemnify and save the Declarant harmless from all costs, liabilities, expenses, legal costs and disbursements (including legal fees on a solicitor and client basis) relating to, caused by or as a result of breaches of any such agreement(s) which occur after the Declarant has brought this condominium plan into compliance with all such agreements and after registration of this Declaration.

Dated the ____ day of _____, 2022

Will-O Homes (C.S.) Inc.

Per: _____
Kevin Smith, President

I have authority to bind the Declarant.

Schedule A
DESCRIPTION

Those parts of, firstly, Part Lot 4 Concession 10 as in WS561914, and, secondly, Part Lot 4 Concession 10 designated as Parts 1 to 3 on 67R1612, which are designated as Parts _____ on Reference Plan 58R-_____, Township of North Dumfries, Regional Municipality of Waterloo (hereinafter called the "Condominium Lands");

S/T easement in favour of Energy + Inc. as in WR1381619;

Reserving a nonexclusive easement in perpetuity in favour of those parts of firstly, Part Lot 4 Concession 10 as in WS561914, and, secondly, Part Lot 4 Concession 10 designated as Parts 1 to 3 on 67R1612, which are designated as Parts _____ on Reference Plan 58R-_____ upon, over, in, under and across all Common Elements of this condominium plan to allow the right of entry, and free and unimpeded right to flow surface waters and storm water flows from the Condominium Lands;

Reserving a nonexclusive easement in perpetuity in favour of those parts of firstly, Part Lot 4 Concession 10 as in WS561914, and, secondly, Part Lot 4 Concession 10 designated as Parts 1 to 3 on 67R1612, which are designated as Parts _____ on Reference Plan 58R-_____ upon, over, in, under and across all of the Common Elements of this condominium plan to allow the right of entry, and free and unimpeded access at all times for entry thereon for the purposes of the construction, repair, replacement, operation, use and maintenance of Common Services therein and thereon together with the right to flow fuel (including, without limiting the generality of the foregoing, natural gas), potable water, sewage, electricity, radio, television, internet or other reception or transmission signals through the appropriate Common Services location therein and thereon;

Reserving a nonexclusive easement in perpetuity in favour of those parts of firstly, Part Lot 4 Concession 10 as in WS561914, and, secondly, Part Lot 4 Concession 10 designated as Parts 1 to 3 on 67R1612, which are designated as Parts _____ on Reference Plan 58R-_____ upon, over, in, under and across all of the Common Elements of this condominium plan to allow the right of entry, and free and unimpeded access at all times for entry thereon for the purposes of the construction, repair, replacement, operation, use and maintenance of any building, structure, facility, feature or improvement on or proposed to be on Parts _____ on Reference Plan 58R-_____;

Reserving a nonexclusive easement in perpetuity in favour of those parts of firstly, Part Lot 4 Concession 10 as in WS561914, and, secondly, Part Lot 4 Concession 10 designated as Parts 1 to 3 on 67R1612, which are designated as Parts _____ on Reference Plan 58R-_____ upon, over, in, under and across part of the Common Elements of this condominium plan to allow the right of entry, and free and unimpeded access at all times to owners, occupants and mortgagees and their successors and assigns (including but not limited to any residents, guests and/or invitees of the Servient Lands) for pedestrian and vehicular access to and from Bute Street;

Together with an easement upon, over, in, under and across those parts of firstly, Part Lot 4 Concession 10 as in WS561914, and, secondly, Part Lot 4 Concession 10 designated as Parts 1 to 3 on 67R1612, which are designated as Parts _____ on Reference Plan 58R-_____ to allow the right of entry, and free and unimpeded right to flow surface waters and storm water flows from the Condominium Lands along, on, over, under and through Parts _____ on Reference Plan 58R-_____;

Together with an easement upon, over, in, under and across those parts of firstly, Part Lot 4 Concession 10 as in WS561914, and, secondly, Part Lot 4 Concession 10 designated as Parts 1 to 3 on 67R1612, which are designated as Parts _____ on Reference Plan 58R-_____ to allow the right of entry, and free and unimpeded access at all times for entry thereon for the purposes of the construction, repair, replacement, operation, use and maintenance of Common Services therein and thereon together with the right to flow fuel (including, without limiting the generality of the foregoing, natural gas), potable water, sewage, electricity, radio, television, internet or other reception or transmission signals through the appropriate Common Services location therein and thereon; and

Together with an easement upon, over, in, under and across those parts of firstly, Part Lot 4 Concession 10 as in WS561914, and, secondly, Part Lot 4 Concession 10 designated as Parts 1 to 3 on 67R1612, which are designated as Parts _____ on Reference Plan 58R-_____ to allow the right of entry, and free and unimpeded access at all times for entry thereon for the purposes of the construction, repair, replacement, operation, use and maintenance of any building, structure, facility, feature or improvement on or proposed to be on the Condominium Lands.

Being part of PIN 22677-0272 (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.

The following is a legal description of the servient lands:

Those parts of, firstly, Part Lot 4 Concession 10 as in WS561914, and, secondly, Part Lot 4 Concession 10 designated as Parts 1 to 3 on 67R1612, which are designated as Parts _____ on Reference Plan 58R-_____, Township of North Dumfries, Regional Municipality of Waterloo.

Dated the ____ day of _____, 2022

CLIFTON KOK LLP

By: _____
Mark A. Kok

Schedule B

Condominium Act, 1998

CONSENT

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

1. **LIBRO CREDIT UNION LIMITED** has a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Number WR1312257 in the Land Registry Office for the Land Titles Division of Waterloo (No. 58).
2. **LIBRO CREDIT UNION LIMITED** 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. **LIBRO CREDIT UNION LIMITED** postpones the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. **LIBRO CREDIT UNION LIMITED** is entitled by law to grant this consent and postponement.

Dated this _____ day of _____, 2022

LIBRO CREDIT UNION LIMITED

Per: _____

Name:

Title:

I have authority to bind the Toronto-Dominion Bank

Schedule C**UNIT BOUNDARY DESCRIPTION**

Each Unit shall comprise the area within the heavy lines shown on Part 1, Sheet 2 of the Description with respect to the Unit numbers indicated thereon.

The monuments controlling the extent of the Units are the physical surfaces and centre lines referred immediately below and are illustrated on Part 1, Sheet 2 of the Description and all dimensions shall have reference to them.

Boundaries between Units are defined by the centre line of walls and the centre line of joists separating Units.

Boundaries between Units and common elements are defined by:

1. The upper surface of the roof shingles;
2. The finished exterior surface of window frames, exterior doors and door frames, and the exterior surface of all glass therein, all in closed position;
3. The outside face of concrete foundation and footings;
4. The finished exterior surface of soffits and fascia;
5. The finished exterior surface of exterior walls;
6. The lower surface of concrete floor slabs;
7. Vertical planes controlled by the edge of concrete porch slabs, as specified on Part 1, Sheet 2 of the Description;
8. The edge of concrete porch slabs.

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

Dated the ____ day of _____, 2022

GUENTHER RUEB SURVEYING LIMITED

Erich R. Rueb, O.L.S.

Reference should be had 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**

It is intended that the Units will contribute to the common expenses and possess shares of the common interest in equal proportions.

Notwithstanding the following table, no contributions to the common expenses shall be payable by the Declarant on account of any Unit prior to an occupancy permit being issued in relation to such Unit. The proportion of the common expenses that would otherwise be attributable to the affected Unit(s) shall, during that period, be shared equally amongst all of the other Units for which occupancy permits have been issued.

Once occupancy permits have been issued for all Units, common expense contributions for the Units shall be allocated in accordance with the following table:

UNIT	LEVEL	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE OWNERSHIP INTEREST OF THE COMMON ELEMENTS (COMMON INTEREST)
1	1	6.25	6.25
2	1	6.25	6.25
3	1	6.25	6.25
4	1	6.25	6.25
5	1	6.25	6.25
6	1	6.25	6.25
7	1	6.25	6.25
8	1	6.25	6.25
1	A	6.25	6.25
2	A	6.25	6.25
3	A	6.25	6.25
4	A	6.25	6.25
5	A	6.25	6.25
6	A	6.25	6.25
7	A	6.25	6.25
8	A	6.25	6.25
	TOTAL	100.00	100.00

Schedule E

“Common expenses” means the expenses related to the performance of the objects and duties of the Corporation and all expenses specified as common expenses in the Act or in the Declaration of which this is a schedule and include, without limiting the generality of the foregoing:

1. Anything over and above the foregoing 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 (2%) above the 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. The Board of Directors shall have the power from time to time as it sees fit to impose a common expense surcharge on the Owner(s) of any Unit, if any Unit Occupant(s) of such Owner(s)'s Unit is determined, by the Board of Directors in its sole discretion, to be using an excessive amount of any of the Common Services. 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 such Common Services 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 of Directors.
4. In the event of mediation involving the Corporation and a Unit Owner, if the mediator or a settlement agreement pertaining to the mediation requires that all or part of the costs of such mediation are the responsibility of the Unit Owner, the costs that are so found to be or agreed to be the responsibility of the Unit Owner may be paid by the Corporation in the absolute discretion of the Board. If any such costs are so paid by the Corporation and if so paid the amount so paid shall be added to the common expenses payable for the Owner's Unit. In such event the Board Corporation may specify a time for payment by the Owner of the Unit. If the said costs are not paid by the time specified by the Board, the said costs so paid shall be considered to be common expenses in arrears, owing on account of such Unit Owner's Unit and therefore the amount of such costs so paid by the Corporation can be the subject matter of a lien for common expense arrears pursuant to the Act.
5. In the event of a request for copies of any records of the Corporation pursuant to section 55 of the Act, or any successor legislation thereto, the Corporation is entitled to require payment of a fee to compensate the Corporation for labour and copying charges. In the event such fee is charged and is not paid by the time specified by the Board, the said fee shall be considered to be common expenses in arrears owing on account of the Unit associated with the party requesting such copies and therefore the amount of such fee can be the subject matter of a lien for common expense arrears pursuant to the Act.
6. Any monies owing by a Unit Owner to the Corporation which are deemed in this Declaration to be common expenses owing by a Unit Owner or stated in this Declaration to be common expenses owing by a Unit Owner or added to an Owner's contribution to common expenses may be subject to a lien pursuant to the Act and shall be considered due upon the invoice for same being presented or delivered to the Unit Owner or mailed to the address maintained pursuant to Section 47 of the Act for the Unit Owner if such address has been provided by the Unit Owner, failing which the invoice for the foregoing shall be considered presented or delivered to the Unit Owner by leaving same at or mailing same by registered mail or ordinary mail to the Unit owned by such Unit Owner. In the event of mailing, the invoice shall be deemed to be presented or delivered to the Unit Owner on the day of mailing.

Schedule F

There are no exclusive use areas shown on the description.

Schedule G*Condominium Act, 1998*

CERTIFICATE OF ARCHITECT OR ENGINEER
(under clause 8 (1) (e) or (h) of the *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. All underground garages have walls and floor assemblies in place.

OR

- There are no underground garages.

5. All elevating devices as defined in the *Elevating Devices Act*, are licensed under that Act if it requires a license, except for elevating devices contained wholly in a Unit and designed for use only within the Unit.

OR

- 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.

OR

- There are no installations with respect to the provision of air-conditioning.

9. All installations with respect to the provision of electricity are in place.

10. All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

- 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 this ____ day of _____, 2022

**Note: This Schedule G pertains only to the
Condominium Lands as defined in
Schedule A hereto.**

[NTD: Insert Engineer]

(SEAL)