

INSERT DOCUMENT GENERAL

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DECLARATION

Introductory

THIS DECLARATION is made and executed by Cook Homes Limited who is described herein as the “Declarant” and who is the owner of the property described in Schedule “A”, upon which are located thirty-three (33) Units.

The registration of this Declaration and its related Description will create a Freehold Standard Condominium Corporation.

The Declarant intends that the Lands and interest appurtenant to the Lands in the Description and Schedule “A” of this Declaration be governed by the Act.

Article 1 – Definitions:

- 1.1 All words in this Declaration that are defined in the Act shall have the meaning ascribed to them in the Act, and:
- (a) “AC and Other Equipment” has the meaning attributed to such term in paragraph 17.2 hereof;
 - (b) “Accessible Parking Permit” means an accessible parking permit currently issued pursuant to the Highway Traffic Act of Ontario or similar and/or successor legislation and any Regulations thereto;
 - (c) “Accessible Parking Space” means a parking space as currently referred to in section 80.34 of Regulation 191/11 of the Accessibility for Ontarians with Disabilities Act, 2005 or similar and/or successor legislation;
 - (d) “Act” means the *Condominium Act, 1998* and the Regulations pursuant to that Act each as amended, supplemented or replaced from time to time and any successor legislation;
 - (e) “Barbecue” includes any device used for the cooking or heating of food;
 - (f) “Board” means the board of directors of the Corporation;
 - (g) “By-law” means a by-law or by-laws (as the case may be) of the Corporation;
 - (h) “Common Elements” shall mean all of the Property save and except the Units but shall include, notwithstanding anything contained herein:
 - (i) any hose bib, piping and metering installed for the purpose of supplying water for use in connection with the Common Elements and situate within the boundaries of any Unit;
 - (ii) any metering installed for the purpose of measuring the consumption of any Utility despite being within the boundaries of any Unit;
 - (iii) eaves troughs, downspouts, roof shingles and/or other roof coverings of any building within/on any Unit;
 - (iv) all sanitary, storm, and watermain infrastructure, as well as infiltration galleries, underground stormwater tank and storm infrastructure despite being within the boundaries of any Unit;
 - (v) any Common Services; and,
 - (vi) anything designated herein as being part of the Common Elements;
 - (i) “Common Expenses” has the meaning attributed to such term in the Act and Schedule “E” hereof and “Common Expense” shall mean a component of the Common Expenses;;

- (j) “Common Services” means, subject to the provisions in this Declaration, any and all catch basins, street lighting on any internal roadway (not including private driveways), and all curbs, sidewalks, walkways, visitor parking spaces, any and all geogrid, retaining walls (including all components thereof), tie-ins or tie-backs for any retaining wall, pipes, wires, vents, ducts, cables, conduits, sewers (both storm and sanitary), service connections, castings, manholes, catch basins, valves, backflow preventers, drains, life safety equipment, electricity transformer(s), storm water swales, storm water management facilities, Sump Pumps, weeping tiles and/or other conduits, telecommunication signal transmission and reception facilities and lines, water mains, water meters, water meter rooms, water meter chambers, fire hydrants, fire hoses and all related piping and fixtures, fire suppressant systems including all piping, sprinklers and related fixtures and components, water supply hose bibs and related piping and metering, telephone cables and access transmission lines and public and private utility lines that, without limiting the generality of the foregoing, provide, measure, regulate or transmit power, communication facilities, water, fuel, storm water and other drainage, and/or sewage disposal, provided:
- (i) same service only the Common Elements or more than one (1) Unit or service both a Unit and the Common Elements; or,
 - (ii) to the extent that same is/are passing through one (1) or more Units to reach either or both of another Unit and/or the Common Elements shall be considered Common Services even if the Unit(s) through which the same passes is or is not serviced by the same; or
 - (iii) same are otherwise designated herein as Common Services;
- (k) “Condominium Plan” means the condominium plan created by the registration of this Declaration and the related Description with respect to the Lands as amended from time-to-time;
- (l) “Corporation” means the condominium corporation created by the registration of this Declaration and the related Description on the title to the Lands;
- (m) ”Declaration” means this declaration of this Corporation as amended from time-to-time;
- (n) “Declarant” means Cook Homes Limited;
- (o) “Description” means the description as defined in Section 1 of the Act;
- (p) “Drone(s)” means any one (1) or more recreational or commercial unmanned or remote controlled aerial vehicle;
- (q) “Electric Vehicle Charging System” shall have the meaning ascribed to that term in the Act;
- (r) “EUA” means any exclusive use portion of the Common Elements allocated to the use of the Unit Occupants of one (1) or more Units but not all of the Units of this Condominium Plan;
- (s) “Event” has the meaning attributed to such term in paragraph 25.1 hereof;
- (t) “Event Costs” has the meaning attributed to such term in paragraph 25.1 hereof;
- (u) “Event Lump Sum Payment” has the meaning attributed to such term in paragraph 25.3(a) hereof;
- (v) “Event Notification Date” has the meaning attributed to such term in paragraph 25.4 hereof;
- (w) “Event Payment Date” has the meaning attributed to such term in paragraph 25.6 hereof;

- (x) “Event Periodic Payments” has the meaning attributed to such term in paragraph 25.3(b) hereof;
- (y) “Externally Visible Unit Components” has the meaning attributed to such term in paragraph 10.11 hereof;
- (z) “Gas Utility” means the utility company (if any) supplying natural gas to the Condominium Plan;
- (aa) “Governmental Authority” means the municipality and any other governmental authority, quasi-governmental authority, agency, body or department whether federal, provincial or municipal, having jurisdiction over the Lands or use thereof and/or the registration of the Declaration and Description;
- (bb) “Guest” means a person who visits a Unit and includes someone who stays overnight or longer in a Unit, who is not:
 - (i) a Unit Owner, a Unit Owner’s spouse, child or children, Invitee, or servant; and,
 - (ii) a tenant or licensee of a Unit or such tenant or licensee’s spouse, child or children, Invitee, or servant.

A Guest who stays overnight at a Unit for more than fifteen (15) nights out of any thirty (30) day period or more than forty five (45) nights in any one (1) three hundred sixty five (365) day period is deemed to no longer be a Guest thereto but shall be deemed to be a Unit Occupant of the said Unit;
- (cc) “Guide” has the meaning attributed to such term in paragraph 16.1 hereof;
- (dd) “Home” means the building/dwelling component of any Unit;
- (ee) “Improvement” means any part of a Unit that does not form part of the standard unit component of such Unit;
- (ff) “Invitee” means a person who is requested to attend a Unit for the purpose of providing a service in relation to the Unit, performing work within a Unit, supplying materials to a Unit or otherwise attending at a Unit for business related purposes as opposed to social purposes;
- (gg) “Lands” means the lands described in Schedule “A” including the servient lands described in Schedule “A”;
- (hh) “Life Safety Warning Devices” has the meaning attributed to such term in paragraph 10.2 hereof;
- (ii) “Monitoring Agency” means any person, company or other organization or entity supplying metering, monitoring, cost recovery and/or administration with respect to any Private Flow Meter(s);
- (jj) “Municipality” means any municipal corporation (whether local, county or regional) having jurisdiction over the Lands, and its agencies;
- (kk) “Notice of Event Periodic Payments” has the meaning attributed to such term in paragraph 25.11 hereof;
- (ll) “Other Devices” has the meaning attributed to such term in paragraph 10.4 hereof;
- (mm) “Periodic Payment Additional Costs” has the meaning attributed to such term in subparagraph 25.9(b) hereof;
- (nn) “Permitted Pets” has the meaning attributed to such term in paragraph 13.2 hereof;

- (oo) “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;
- (pp) “Private Flow Meter” means a meter or other monitoring or measuring device used to measure the quantity of any Utility supplied to or used by or on account of any Unit; but does not include any Utility Supplier administered meters;
- (qq) “Projections” has the meaning attributed to such term in paragraph 3.24 hereof;
- (rr) “Property” means the condominium property;
- (ss) “Recreational Vehicle” means boats, trailers, snowmobiles, personal water craft, all-terrain vehicles and any vehicle chattel which contains cooking and/or sleeping facilities or which is capable of providing accommodation facilities to one (1) or more persons and any other vehicle which the Board, in its absolute discretion, acting reasonably, determines is a Recreational Vehicle;
- (tt) “Unit” means a Unit that is designed to be used for residential accommodation;
- (uu) “Rule” means a rule or the rules (as the case may be) of this Corporation;
- (vv) “Section 46.1 Record” has the meaning attributed to such term in 20.1;
- (ww) “Short Term Rental” means any lease, licence, permission or other consent or agreement to allow residency or occupancy or use of a Home by other than a registered Owner or relative of such Owner¹ for any period less than ninety (90) days;
- (xx) “Student” means any person attending a Post-Secondary Educational Institution or on holiday or vacation from attending such institution because he or she is between terms or otherwise;
- (yy) “Sump Pump” means, unless explicitly stated to the contrary, any sump pump, sump pit and all related pipes, wires, vents and related equipment and facilities and, unless explicitly stated to the contrary, any and all Sump Pumps located anywhere on the Property are hereby designated as Common Elements unless the same was or were installed by one (1) or more Unit Owners or Unit Occupants without the prior written consent of the Corporation;
- (zz) “Telecommunication Device” means any signal transmission or signal reception device, or any roof antenna, satellite dish, or any other antenna, exterior tower antenna, or satellite dish antenna for either radio, television, internet or other reception or transmission, or for any other purpose and includes any exterior tower or other structure or support device that can be used as a support or otherwise in conjunction with any antenna, satellite dish, or other transmission or reception device;
- (aaa) “Unit” means a Unit as defined in the Act and, unless the context requires otherwise, shall mean a Unit within this Condominium Plan;
- (bbb) “Unit Occupant” includes:

¹ A person is considered a relative of an Owner if he or she would be considered a relation to the Owner as defined in the *Excise Tax Act* for the purposes of determining eligibility for new home buyer’s H.S.T. rebates as such legislation exists as of the date of the registration of this Declaration.

- (i) any Unit Owner, any Unit Owner's spouse, child or children, Invitee, or servant; and,
- (ii) any tenant of a Unit and such tenant's spouse, child or children, Invitee, or servant;
- (ccc) "Unit Owner" means the owner or owners of a Unit, as does the general term "Owner";
- (ddd) "Unit Owner's Proportionate Share of the Event Costs" has the meaning attributed to such term in paragraph 25.2 hereof;
- (eee) "Unit Systems" has the meaning attributed to such term in paragraph 10.6 hereof;
- (fff) "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 amended, supplemented or replaced from time to time and any successor legislation as applicable; and,
- (ggg) "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;

Article 2 – General

- 2.1 Captions and headings with respect to paragraphs, articles and/or subparagraphs of this Declaration do not have any standing and are placed herein for descriptive purposes only and do not affect or in any way vary the plain meaning of the contents of the paragraphs, articles and/or subparagraphs to which they are appurtenant.
- 2.2 The use of the masculine gender in this Declaration shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires and vice versa.
- 2.3 The consent of any person having a registered mortgage against the Lands, or interests appurtenant to the Lands, is contained in Schedule "B".
- 2.4 The monuments controlling the extent of the Units are the physical boundaries set out in Schedule "C" and in the Description.
- 2.5 A statement of the proportions, expressed in percentages, of the common interests appurtenant to the Units is set out in Schedule "D".
- 2.6 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".
- 2.7 A statement of the Common Expenses is set out in Schedule "E".
- 2.8 A specification of the EUAs (if any) of the Common Elements that are to be used by the Owners of one (1) or more designated Units and not by all the Owners is set out in Schedule "F".
- 2.9 The requisite certificate of an architect or engineer as prescribed by the Act is attached hereto as Schedule "G".
- 2.10 The address for service for the Corporation shall be c/o Wilson Blanchard Management Inc. 73 Water Street North, Suite 605 Cambridge, ON N1R 7L6 or such other address as the Corporation may determine by resolution of the Board.
- 2.11 The municipal address for the Corporation is 86 Erbsville Court, Waterloo, Ontario N2J 3Z4.

- 2.12 The mailing address of the Corporation shall be c/o Wilson Blanchard Management Inc. 73 Water Street North, Suite 605 Cambridge, ON N1R 7L6 or such other address as the Corporation may determine by resolution of the Board.

Article 3 – Use of Units

- 3.1 The Units shall be used for residential purposes only.
- 3.2 Despite the foregoing, home offices are permitted within the Units provided the same do not:
- (a) violate the relevant municipal zoning by-law(s);
 - (b) generate an unreasonable amount of vehicular or pedestrian traffic within any part of the Common Elements as reasonably determined by the Board; or,
 - (c) cause significant irritation to other Unit Occupants as reasonably determined by the Board.

The Board is entitled to prohibit any home offices in any Unit(s) that violate the foregoing proviso.

- 3.3 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 in any of the Unit of this Condominium Plan regardless of whether same are permitted by the Municipality's zoning by-laws.
- 3.4 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/or other counsel, cause a threatened or actual:
- (a) increase in the cost of the insurance coverage that the Corporation is obligated to maintain on account of the provisions of the Act, the Declaration or any By-law of the Corporation; or
 - (b) cancellation and/or non-renewal of any or all of the insurance coverage that the Corporation is obligated to maintain on account of the provisions of the Act, the Declaration or any By-law of the Corporation;

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

- 3.5 In addition, 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.
- 3.6 It shall be each Unit Owner's responsibility to ensure that all Unit Occupants of such Owner's Unit comply with and are aware of all current Rules and it is a duty of the Unit Owner to comply and ensure that Unit Occupants comply with all such Rules.
- 3.7 No Unit Owner shall lease the 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 the legislation applicable to condominiums, the Declaration and the By-Law(s) and all Rules of the Condominium Corporation and the Board, applicable provisions of all municipal development, site plan and other agreements, all utility and

conservation easement agreements and all restrictive covenants during the term of the tenancy."

3.8 As cool temperatures in a Home can:

- (a) cause heat loss to nearby Homes;
- (b) cause damage to components of the Home and nearby Homes; and/or
- (c) lead to freezing water pipes;

each Unit Owner is responsible for ensuring that the temperature in such Owner's Home does not fall below ten (10) degrees Celsius at any time. The Corporation shall, to effect and maintain such temperature, be entitled to repair and, if necessary, replace, the heating apparatus with respect to any Home at the expense of the Unit Owner of the Unit in which such Home is situate and the cost of such shall be collected in accordance with Article 26 of this Declaration. added to the said Owner's contribution towards Common Expenses.

3.9 As high humidity levels within a Home can cause damage to the physical structure thereof and to other Units/Homes and Common Elements and/or give rise to conditions that promote the presence of and spread of mould, it is essential that the levels of humidity within all Homes 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 any Home as the Board sees fit from time to time and monitor humidity levels within any Home. 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 and without limitation of the foregoing, the Board may require that fans be run following showering in order to force high humidity level air from a Home, that all clothes dryers be vented to the outside, that no clothes drying take place within a Home except within an externally vented clothes dryer.

3.10 No person shall install, fix, hang or otherwise place window or glass door coverings of any type in any Home 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 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.

3.11 Barbecues are permitted to be used in rear yard areas of Units subject to compliance with Rules established with respect to the fuel to be used and/or the use and appearance and repair thereof by the Board. Only if the Board provides its written approval to Barbecues being used in any other outside area of any Unit or the Common Elements are any Barbecues allowed in any part of the Common Elements or other part(s) of the Units and then only:

- (a) if located where authorized by the Board;
- (b) fuelled and used as authorized by the Board; and
- (c) if the appearance and repair of the same is maintained as required by the Board.

3.12 All of the foregoing is qualified by the strict prohibition against the presence or use of any Barbecue in any otherwise permitted area of the Condominium Plan contrary to any applicable Rule of the Corporation, municipal by-law, Fire Code or other applicable governmental regulation.

3.13 As the operation of Drones may increase concerns with respect to nuisance, noise, safety, security, privacy, and may unreasonably interfere with a Unit Occupant's use and enjoyment of a Unit, the use or operation of Drones by anyone other than by or on behalf of the Corporation or is prohibited within, on, or above any part of the Condominium Plan unless such is required to be allowed by some applicable legislation or is otherwise permitted by the Board. Notwithstanding the foregoing, the Board may create Rules to regulate the use and operation of

Drones within the Condominium Plan and if such Rules are in force, Drones may be used by Unit Occupants but only in strict compliance with such Rules and then only if the use of Drones is permitted by such Rules.

- 3.14 No addition or alteration to a Unit or the Common Elements (including the construction of any structure(s), including, without limitation, fences, or the removal of any Declarant-installed feature thereof) is permitted without the prior written approval of the Board and the Declarant (while the Declarant owns any Lands or Unit within the Lands). Notwithstanding the foregoing, there shall be no “garden sheds” or other outbuildings or other structures of any kind or composters, digesters or rain barrels, or clothes lines or umbrellas or other stands constructed or placed on any yard portion of a Unit without the written permission of the Board and then only in compliance with any terms of such permission if given, which permission the Board is not required to provide.
- 3.15 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 are prohibited from being anywhere on the Lands or Condominium Plan 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 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.
- 3.16 In any portion of any Unit’s front, side(s) or rear yard(s), plantings (including shrubs and trees) are only permitted with the prior written consent of the Board and the Declarant (while the Declarant owns any Lands or Unit within the Lands) and then only at locations pre-approved in writing by the Board and the Declarant (while the Declarant owns any Lands or Unit within the Lands), which consent may be withheld and, if previously provided, revoked. Any plant, shrub or tree planted by a Unit Occupant or anyone else may be ordered removed by the Board, if such plant, shrub or tree has achieved, or may on maturity, achieve a height greater than that prescribed from time-to-time by the Board and/or is not properly maintained in accordance with reasonable nursery practices or becomes diseased or dies, so that its removal is reasonably warranted. Upon such order being made, the said plant, shrub or tree shall be removed, with the Board having authority to require the expense of such removal to be paid by the Unit Occupant of any Unit in which the plant, shrub or tree was located, with such expense being deemed to be a Common Expense and an item of repair for which the Unit Occupant is solely responsible.
- 3.17 No trees within a Unit boundary that are existing trees at the time of registration of this Declaration may be removed by a Unit Owner without and if given, only in accordance with, the provisions and terms of written permission of the Board which permission the Board is not obligated to provide.
- 3.18 If a Unit Owner wishes to install or construct any other planting areas than those originally put in place by the Declarant or change any such planting areas including those put in place by the Declarant, the same may only be done with the prior written consent of the Board and the Declarant (while the Declarant owns any lands or Unit within the Land) and then only at the locations preapproved in writing by the Board and the Declarant (while the Declarant owns any lands or Unit within the Land) which consent may be withheld and, if given, revoked and which consent may require the Unit Owner to enter into an Agreement with respect to the same with terms acceptable to the Board and to register such Agreement on the title to the Unit prior to any changes being effected. Such Agreement, without limitation may require such Unit Owner and such Unit Owner’s successors and assigns to maintain and care for any such changes all at the expense of such Unit Owner or such Unit Owner’s successors and assigns as the case may be.
- 3.19 Anything that is permitted to be placed or constructed on any Unit must be kept in good condition by the Unit Owner, unchanged in appearance except as permitted in writing by the

Board and the Declarant (while the Declarant owns any Unit within the Condominium Plan), failing which any of the Board and the Declarant (while the Declarant owns any Unit within the Condominium Plan) may either effect repairs as are necessary to ensure compliance with the foregoing or remove same from the Condominium Plan. For such purpose, entry to any such Unit is permitted by or on behalf of the Corporation and the Declarant. Any costs relating to same are deemed to be Common Expenses due from the Unit Owner in question.

- 3.20 No one other than the Corporation or someone authorized by the Corporation shall do anything or make any change with respect to any part of the roof structure both above and below the plywood sub roof sheathing, subroof, eaves troughs, downspouts, windows and exterior doors.
- 3.21 No one shall make any changes within or to a Home that would:
- (a) adversely affect noise attenuation features of the Home or any other portion of the Condominium Plan;
 - (b) diminish the fire rating of the Unit/Home or any other portion of the Condominium Plan; or
 - (c) violate any applicable Building Codes, property standards or building regulations.
- 3.22 Subject to compliance with the foregoing paragraph no one shall do anything or make any change with respect to any part of the floor, ceiling, or roof structure or to a load bearing wall or any other load bearing component within a Unit or any part of the Condominium Plan 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 roof, roof structure, wall or such other load bearing component;
 - (b) obtaining the prior written consent of the Board to the proposed action which consent may be arbitrarily withheld or which consent may be granted only upon such conditions as the Board may in its sole discretion impose or may be refused; and
 - (c) obtaining valid written authorization of such changes in conformity with all further requirements set out in the Act.
- 3.23 Noise or odour generating activities, machinery or equipment which in the absolute discretion of the Board or the Declarant may disturb the comfort or enjoyment of any other Unit Occupant shall not be permitted within this Condominium Plan.
- 3.24 Despite anything set out herein to the contrary, eaves, eavestroughs, brick, siding and other architectural and building component projections including, without limitation, downspouts and roofs from a Unit (any and all of which are referred to herein as "Projections") may and are allowed to project into the airspace of an adjoining Unit or Units and entry by the Unit Owner of such Unit into the yard area(s) of adjoining Units as is necessary to complete any reasonable inspection, maintenance, repair or replacement of any such Projections is permitted subject to compliance with any Rule prescribed by the Corporation with respect to such entry and work.
- 3.25 No one is permitted to grow cannabis within the Condominium Plan unless despite this prohibition such person is still entitled by applicable legislation to do so and in such event such person is referred to herein as a "Permitted Grower" and the said growing shall be only done in a Unit owned by or leased to such person (either solely or jointly with one (1) or more other person(s)). The growing and storage thereafter of cannabis by such Permitted Grower must be in compliance with all applicable provincial/federal/municipal laws, regulations and by-laws. A Permitted Grower proposing to grow cannabis in a Unit must advise the Board of the proposed growing in writing at least sixty (60) days prior to commencing said growing. The Permitted Grower shall be required to keep the Unit secure so as to minimize the opportunity for any person not authorized by the Permitted Grower to enter the Unit in question. The growing and subsequent storage of cannabis by such Permitted Grower is not permitted if either the growing or storage of cannabis by the Permitted Grower cause any harm to the Property or causes any disturbance to other Unit Occupants as determined by the Board in the Board's

absolute discretion. The Board may impose additional and/or more specific restrictions with respect to growing and/or storage of cannabis by a Permitted Grower, as the Board deems necessary to protect the Property and the quiet enjoyment of the Property by other Unit Occupants, from the effects of cannabis growing and/or storage by Permitted Growers.

- 3.26 The Corporation has the right to access the Unit of a Permitted Grower at any reasonable time, upon prior written notice to the Permitted Grower, to observe said cannabis cultivation.
- 3.27 Despite section 3.27, the Corporation has the right to appoint a person (the “Inspector”) who shall be allowed to enter any Unit where cannabis is being grown or is suspected by the Inspector or the Board on reasonable grounds as being grown, for the purposes of inspecting the Unit to verify compliance with the foregoing requirements if at the time entry is requested by the Inspector there is a person present in the said Unit. No notice of an Inspector’s request for entry to a Unit is required other than knocking on the door of the Permitted Grower’s Unit or otherwise making the presence of the Inspector known at the time of the proposed inspection. The Inspector requesting such entry must provide the person present in the Unit with written evidence of such Inspector’s appointment before entry is allowed. Any refusal to permit entry of the Inspector (the “Permitted Grower’s Non-Compliance”) is grounds for the Board to demand in writing of the Unit Owner of the Unit and the Permitted Grower (if not a Unit Owner of the Unit) in question that the growing and/or storage of cannabis immediately cease within the Unit in question and such demand must be forthwith complied with.
- 3.28 If the growing of cannabis within a Unit is required to cease because of the Permitted Grower’s Non-Compliance, a Permitted Grower may subsequently advise the Board of his or her intention to once more start growing cannabis within such Permitted Grower’s Unit pursuant to the above requirements. In such circumstances, the Board in receipt of such Permitted Grower’s written intention may prohibit, restrict, or impose conditions on the proposed growing of cannabis in the Permitted Grower’s Unit due to the previous Permitted Grower’s Non-Compliance.

Article 4 – Further Restrictions With Respect to the Use of the Units

- 4.1 Parking spaces shall only be used for the parking of motor vehicles by Unit Occupants.
- 4.2 No Unit within this Condominium Plan may be used for any purpose other than residential use.
- 4.3 No Unit may be used for the purposes of a boarding house, lodging house or rooming house whether in accordance with any municipal by-law(s) or otherwise.
- 4.4 No Unit may be used for the purposes of a bed and breakfast, inn or other short term stay lodging facility without the express written consent of the Board and then only in strict compliance with all requirements and conditions imposed by the Board.
- 4.5 No more than three (3) full- or part-time Students at a Post-Secondary Educational Institution may occupy any Unit without the express, written consent of the Board, unless such Student(s) is/are residing in the Unit with at least one (1) of the parents or legal guardians of at least one (1) of such Students and then only if the Unit is the principal residence of such parent or legal guardian, which consent may for any reason be arbitrarily withheld.
- 4.6 Anyone whose length of stay in or at a Unit exceeds what is necessary to qualify as a Guest shall be considered to be an Occupant of the Unit and living in the Unit and must therefore comply with the foregoing restrictions in this Article and otherwise in this Declaration.
- 4.7 Subject to the provisions below:
- (a) the configuration and layout of the rooms within any Home, including the basement portion thereof, 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 a Home, including the basement portion thereof, may be removed, added or modified so as to increase or decrease the number of rooms in any Home, including the basement portion thereof, or the size of any room

within any Home, including the basement portion thereof, in the absence of such prior written consent of the Board;

- (b) no garage that forms part of any Home may be used for any purpose other than storage or for the parking of one (1) or more motor vehicles without the express written consent of the Board;
- (c) no room in any Home including, without limitation, the garage and basement thereof, 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; and,
- (d) any work within or to Unit or Home thereon including, without limitation, the garage and basement thereof, that requires a building permit may not be performed without the prior written consent of the Board which consent may be arbitrarily withheld.

4.8 Despite the foregoing, a Unit Owner may “finish” any unfinished portion of any basement within such Unit Owner’s Home without the prior written consent of the Board if no bedroom or bedrooms is/are added to the basement area pursuant to such finishing work.

Article 5 Prohibition With Respect to Short Term Occupancies

- 5.1 Short term rentals or other transient use of Units within this Condominium Plan including, without limitation, any hotel type use, are prohibited except as explicitly permitted by this Declaration. Short term use and transient use of Units can lead to the Condominium Plan taking on an atmosphere of having a transient population. This is not consistent with the objective of establishing a stable community of long term residents.
- 5.2 Consequently, no lease, license, permission or other consent or agreement to allow residency or occupancy or use of a Unit by other than a registered Owner of such Unit or a relative of such Owner² is allowed other than as specifically set out herein and only as specifically set out herein. This does not prohibit short term Guests provided the Unit Owner(s) is/are present and occupying the Unit at such time as such Guests are visiting the Owner(s).
- 5.3 A Unit Owner is permitted to lease such Owner’s Unit for a lease term of at least ninety (90) consecutive days by a written lease to a single person. The tenant who signs the lease agreement and such person’s relatives (as defined above) is/are allowed the use of the Unit during the term of his/her/their lease. No subletting, assignment or other parting of possession of or with the lease is permitted as no other occupants other than as set out above are permitted occupancy of the Unit during the term of the lease. This does not prohibit short term Guests provided the tenant is present and occupying the Unit at such time as Guests are visiting the tenant(s). A copy of any written lease must be immediately provided to the Board upon request.
- 5.4 A Unit Owner may not lease such Unit Owner’s Unit for more than two (2) lease terms of at least ninety (90) consecutive days each in any three hundred and sixty five (365) day period. No other permission to occupy a Unit be it a license, lease or other permission is allowed. For clarity, a lease term of any period of time in excess of ninety (90) days is permitted. Nothing herein prohibits long term leases of such sort provided the other provisions herein applicable to occupancy are strictly complied with.
- 5.5 If the Board or the property manager asks an Owner to provide a copy of the written lease with respect to any occupancy of the Owner’s Unit that is occupied by other than a registered Owner of such Unit or a relative of such Owner and the written lease is not provided within seven (7) days of the request, the occupancy of the Unit is contrary to the provisions of this Declaration.

² A person is considered a relative of an Owner if he or she would be considered a relation to the Owner as defined in the *Excise Tax Act* for the purposes of determining eligibility for new home buyer’s H.S.T. rebates as such legislation exists as of the date of the registration of this Declaration.

- 5.6 If there is any occupancy contrary to the provisions of this Declaration it shall immediately cease upon the written request by the Board of the Owner of the Unit in which such occupancy is occurring. Any occupancy contrary to the provisions of this Declaration shall be considered a commercial use and not in keeping with the obligation to maintain all Units as single family residences.
- 5.7 If a Unit Owner permits occupancy contrary to the provisions of the Declaration, the Board has the right by written notice to the Owner to prohibit any further occupancies of such Owner's Unit by anyone other than the Owner(s) for a period of two (2) years from the date of such notice and such restriction is enforceable by the Board as a restriction on occupancy imposed by this Declaration.
- 5.8 The provisions of this Article do not apply to any Unit owned by the Declarant or the first purchasers from the Declarant.

Article 6 – Right of Entry

- 6.1 Each Unit and all of the Common Elements are subject to a right of entry and access in favour of the Corporation, the Municipality, Utility Suppliers, companies that supply television and/or telephone and/or internet facilities and any cable or other television signal supplier to permit entry by equipment, machinery and workers as is reasonably required to install, construct, repair, replace, modify, upgrade, renovate, improve and/or maintain all pipes, vents, meters, wires, ducts, cables, drains, conduits, service connections, equipment, mains for sewer and storm water, electricity transformer(s), 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 charged with the responsibility to read such meter.
- 6.2 The Corporation, as a result of requesting the Gas Utility to supply the Corporation with natural gas, hereby grants to the Gas Utility a free, uninterrupted and unobstructed right and license in perpetuity to enter upon the Common Elements for the purpose of surveying, constructing, laying, using, installing, repairing, inspecting, replacing, removing, renewing, expanding, enlarging, altering/reconstructing, operating and maintaining gas lines in, on and under the said Common Elements, together with all necessary appurtenances, works, attachments, apparatus, appliances, markers, fixtures and equipment thereto which the Gas Utility may deem necessary or convenient for the purpose of the furnishing of natural and/or manufactured gas to the Lands and to any buildings or other sources of outlet from time-to-time existing upon the Lands, together with the right of free, uninterrupted and unobstructed access to the said Lands, and sources of outlet for the Gas Utility, its servants, agents, workmen, vehicles, supplies and equipment at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the right hereby given.

- 6.3 The Declarant (including any successor) and the Corporation has the right to enter any Unit and install any pipes, vents, meters, wires, ducts, cables, drains, conduits, service connections, equipment and/or mains.
- 6.4 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.
- 6.5 Access rights set out herein will be maintained for all Utility Suppliers.
- 6.6 Without limiting the provisions of paragraph 6.1 of this Article, the yard areas of every Unit are subject to a right of reasonable access by and on behalf of Unit Occupants and by and on behalf of representatives, agents, contractors and/or employees of the Corporation, the Municipality, and Utility Suppliers to permit entry by persons, equipment, tools and machinery to do work with respect to other Units or the Common Elements generally as is authorized in writing by the Board prior to such access. In order to facilitate such access, no fence or other obstruction is allowed to be erected or placed along the lot lines of any Unit or otherwise within the yard areas of any Unit that would restrict reasonable side and rear yard access and passage unless there is a properly and easily functioning and unlocked gate located therein that is located where required by the Board and of specifications prescribed by the Board that permits passage through the same without obstruction for the full width of the gate opening and provides the ability to pass through the same with small equipment including, without limitation, a regular sized wheelbarrow. Without limitation, this means the gate must be located reasonably clear of trees and landscaping that would obstruct such passage. Despite the foregoing, no right of passage through any yard area by other than the Unit Occupants of the Unit in which the same is located is permitted without the prior written consent of the Board as set out above and then only in compliance with the terms of such consent.
- 6.7 Each Unit Owner must provide the Board with keys for all doors of and within the Home owned by such Unit Owner and the current security codes necessary to deactivate such Home's security system (if any). No one shall change any lock or place any additional locks on the doors to or within any Home 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 Home and the Corporation shall be provided with the codes necessary to deactivate any security alarm situated therein.
- 6.8 In case of an emergency or reasonably perceived emergency, one (1) or more members of the Board, the Corporation's management company, if any, and/or an agent or contractor of the Corporation may enter any Unit and Home at any time and without notice for repairing or inspecting the Unit and/or the Common Elements and/or any Unit or Home, or for correcting any condition that might result in damage or loss to the Property. If the keys for all the door and garage door locks of a Home and the security codes required to deactivate all alarms for such Unit have not been provided to a Board member and the Board is unable in the time frame necessary for access to occur to reach any contact person who can provide access whose name has been provided by the Unit Occupants for that purpose or reaching such person access is not provided in the time frame necessary for access, the Board and/or its manager, if any, and/or its agents and contractors are authorized to use such force as is necessary to permit access to the Home with the costs of repairing the damage so caused and any charges from any alarm company being the responsibility of the Owner.

Article 7 – Use of Common Elements

- 7.1 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 driveways and designated parking areas. No Unit Occupant shall cause or permit any obstruction to be placed or left anywhere on the Common Elements roadways or walkways contrary to the foregoing. Each Unit Occupant shall maintain such areas free of obstruction (other than permitted motor vehicles) at all times.
- 7.2 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 the Declarant still owns any Unit within this Condominium Plan or of the Board thereafter, except that, notwithstanding this, one (1) "election sign" (during the election campaign to which it relates) and one (1) standard real estate "for sale" sign are permitted to be displayed on the inside of one (1) window on the front of each Unit provided the same do not exceed three (3) square feet in size and are not illuminated in any way.

7.3 No addition or alteration to any Unit, or to 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:

- (a) the prior written approval of the Board, which approval may be arbitrarily withheld; and
- (b) the prior written approval of the Municipality or Governmental Authority having jurisdiction which approval includes, without limitation, site plan approval and/or the issuance of a building permit.

Article 8 – Restrictions on Smoking

8.1 No Unit Occupant or any other person shall vape, smoke or hold any lighted cannabis or any other similar substance within this Condominium Plan.

8.2 No Unit Occupant or any other person shall smoke any tobacco or other burning or smouldering substance in any outside area on the Condominium Plan that is less than three (3) meters from any building or structure contained in the Condominium Plan or such further distance as may be prescribed by the Board from time to time; or any Unit.

Article 9 – Declarant's Rights of Use and Completion

9.1 Without the consent of the Board or the Corporation and despite anything set out in this Declaration, the Declarant is entitled:

- (a) to complete all buildings and all improvements to the Lands and/or give permission to or contract for others to complete all buildings and all improvements to the Lands;
- (b) to enter onto the Common Elements and Units to complete construction;
- (c) to display signage on the Common Elements;
- (d) to maintain Units as models for display and sales purposes whether or not the property or properties being promoted is within the Lands or is with respect to some other project or projects being promoted by the Declarant or someone in association with and/or permission of the Declarant;
- (e) to have potential purchasers and/or tenants of Units or other Homes whether or not the property or properties in which such persons are interested are within the Lands in some other project or projects being promoted by the Declarant or someone in association with and permitted by the Declarant, visit any Units owned by the Declarant (including viewing the Common Elements and passing across same); and
- (f) 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 proposed 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 all phases thereof.

9.2 In addition, the Declarant can, from time-to-time, designate, assign and/or exclusively use any of the Common Elements parking spaces for sales customer use, construction vehicles and

activity or otherwise as it chooses until all Units in this Condominium Plan (including all phases thereof) have been sold and conveyed by the Declarant.

- 9.3 Nothing in this Declaration, the By-laws or Rules of the Corporation nor anything done or omitted to be done by the Board or otherwise shall prevent or hinder any of the foregoing rights of the Declarant set out in this Article.
- 9.4 With respect to the facilities and use referred to in this Article, 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.
- 9.5 Reasonable use of exterior lighting by the Declarant will not be considered a nuisance to Owners nor will any sales flags, pennants or banners of any nature or kind put in place by or on behalf of the Declarant be considered a nuisance and the same are permitted until such time as all of the Units within the Condominium Plan and all of its phases have been sold and conveyed by the Declarant.
- 9.6 Despite anything in this Declaration to the contrary or otherwise:
- (a) the Declarant is permitted to complete construction or give permission for others to complete construction of all proposed improvements to the Lands and all buildings thereon as it chooses without the consent of the Board; and
 - (b) no provision in this Declaration that permits the Board or the Corporation to control or regulate any action or activity or which requires the prior written approval of the Board or the Declarant is applicable to anything proposed to be done or done by the Declarant or on behalf of the Declarant.
- 9.7 The Declarant is not required to effect repairs to deficiencies with respect to the Common Elements in the Condominium Plan that may be subject to ongoing wear and tear such as, for example only, without limitation, roads, sidewalks and curbs until all phases of the Condominium Plan have been registered.

Article 10 – Unit Owner Maintenance and Repair Obligations

- 10.1 Each Unit Owner must maintain and repair (including repair or replacement after wear and tear and/or damage) such Owner's Unit, and any and all Improvements to such Unit, and everything therein and all components of and systems servicing such Unit which include all components and structures within the Unit. The foregoing is subject to the right of the Corporation, if the Corporation should elect in writing to do so, to repair and/or replace any component of a standard unit that is in need of repair and/or replacement. This right would for example, expect to be exercised if there was significant damage to one or more Units and the insurance maintained by the Corporation is to make payment for the repairs and/or replacement. The foregoing does not relieve any Unit Owner from being responsible for the deductible on account of any such insurance claim if the Unit Owner would otherwise be responsible for the same.
- 10.2 Each Unit Owner is also responsible to clean the interior and exterior surfaces of all windows and the interior and exterior surfaces of all entrance doors that form part of such Unit Owner's Home as required by the Board from time to time.
- 10.3 Each Unit Owner is responsible:
- (a) to maintain and care for as well as repair and replace as applicable, all yard areas within such Unit Owner's Unit other than as set out in paragraph 11.5, including all driveways, walkways, decks and/or patios and porches therein and to keep the same in a neat and tidy condition as required by the Board from time to time;
 - (b) for the removal of snow and ice from all driveways, walkways, decks and/or patios and porches located within the boundaries of such Unit Owner's Unit as required by the Board from time to time,

failing which, the Board shall have the option of performing the same at the expense of the Unit Owner. The Unit Owner is responsible for paying the costs so incurred and such costs shall be collected in accordance with Article 26 of this Declaration.

- 10.4 Each Home shall be equipped at all times by the Unit Occupants thereof with smoke detectors, fire detectors, carbon monoxide detectors and other life safety warning devices as are prescribed by the applicable governmental legislation, regulations and building or other codes, and as a prudent and careful owner or occupant would require, and/or as may be required by the Board, the Corporation's and/or Unit Occupants' insurers from time-to-time (the foregoing being collectively referred to herein as "Life Safety Warning Devices"), as well as dryer duct hoses on clothes dryers, chimney flue sleeves, ventilation ducts, water hoses and hose fastening devices and mechanisms on water using appliances (such as, for example only and without limiting the generality of the foregoing, clothes washers, dishwashers, water softeners and/or water heaters) and other similar devices (the foregoing being collectively referred to herein as the "Other Devices") as are prescribed by the applicable governmental legislation, regulations and building or other codes, and as a prudent and careful owner or occupant would require, and/or as may be required by the Board, the Corporation's and/or Unit Occupants' insurers from time-to-time.
- 10.5 The Life Safety Warning Devices and Other Devices in any Home shall be kept by the Unit Owner thereof in good operating condition and fully powered (as applicable) at all times.
- 10.6 Each Unit Owner must effect such repairs, replacements and maintenance in respect of the Unit with respect to such Unit's electrical systems, plumbing mechanisms and systems, water softener, dishwashers, water and air heating and/or air-conditioning mechanisms and systems, ventilation systems, clothes dryers and drying devices, and dryer ducts, range hood vents, fireplaces and fireplace flues and chimney components (if any), (the foregoing being collectively referred to herein as the "Unit Systems") hoses and hose fastening mechanisms (i.e., for dishwashers, water softeners, water heaters and/or washing machines) and the Life Safety Warning Devices and the Other Devices servicing such Unit for which the Unit Owner is responsible, as a prudent and careful owner or occupant would require and, as may be required by the Board, the Corporation's and/or Unit Occupants' insurers from time-to-time and/or as may be prescribed by the Board at the cost of the Unit Owner.
- 10.7 Each Unit's Unit Systems, Life Safety Warning Devices and Other Devices and all components thereof shall be kept in accordance with all applicable governmental legislation, regulations and building or other codes, all requirements prescribed by the Board and/or applicable law and/or as the Board and the Corporation's and Unit Occupants' insurers may require from time-to-time and the same shall be kept in a good and safe condition at all times by the Unit Owner.
- 10.8 Each Unit Owner shall provide the Board with such evidence as the Board may require from time-to-time that:
- (a) all required Unit Systems, Life Safety Warning Devices and Other Devices are in place, fully powered (as applicable), in compliance with, and in good operating condition and in such locations as required by applicable governmental legislation, regulations and building or other codes and by the Board and the Corporation's and Unit Occupants' insurers;
 - (b) the Owner's Unit's electrical system is in compliance with all applicable law and requirements of the Board;
 - (c) all water using appliances in such Owner's Unit, such as, for example only without limiting the generality of the foregoing, clothes washers, dishwashers, water softeners and/or water heaters, are in a reasonable state of repair so as to be unlikely to be prone to leakage;
 - (d) all ducts and vent pipes in such Owner's Unit are clean and free of flammable and/or other materials;
 - (e) all water hose and hose fastening devices and mechanisms in such Owner's Unit are in good repair and properly attached to the device in the same service; and

- (f) all Unit Systems, air heating, and/or air-conditioning mechanisms in such Owner's Unit are in good operating condition, all required Life Safety Warning Devices are in place, fully powered (as applicable), in good operating condition, and in such locations as required by the Board.

10.9 The Board has the right to cause periodic inspections of any or all Units as may be required to confirm any of the foregoing. Such persons as are designated by the Board to perform such inspections are permitted entry to any and all Units from time-to-time on twenty-four (24) hours prior notice given to any Unit Occupant except in the case of emergency as reasonably determined by the Board, in which case immediate entry may be obtained. The cost of all routine periodic inspections shall be paid by the Corporation but any additional inspections that the Board causes to be performed to fulfill any legal obligation, or upon the request of a mortgagee or Unit Owner, or due to any pending or completed transfer of title to the Unit, or to ensure that deficiencies noted in a prior inspection have been remedied, shall be at the cost of the Owner of the Unit and shall be collected in accordance with Article 26 of this Declaration.

10.10 The Board has the right to have its representatives make such installations or perform such work (including, without limiting the foregoing, any repairs, installations or replacements as may be recommended in a report based upon an inspection hereunder) required to ensure that:

- (a) all required Unit Systems, Life Safety Warning Devices and Other Devices are in place, fully powered (as applicable), in compliance with, and in good operating condition and in such locations as required by applicable governmental legislation, regulations and building or other codes and by the Board and the Corporation's and Unit Occupants' insurers;
- (b) each Unit's electrical system is in compliance with all applicable law and requirements of the Board;
- (c) all water using appliances, such as, for example only, without limiting the generality of the foregoing, clothes washers, dishwashers, water softeners and/or water heaters, are in a reasonable state of repair so as to be unlikely to be prone to leakage;
- (d) all ducts and vent pipes are clean and free of flammable and/or other materials;
- (e) all fireplaces, chimneys and flues are in compliance with all applicable law, governmental legislation, regulations and building or other codes and in a proper state of repair and condition and clean and free of blockage and that chimneys and flues are free of flammable materials;
- (f) all water hose and hose fastening devices and mechanisms are in good repair and properly attached to the device in the same service; and
- (g) all Unit Systems' air heating and/or air-conditioning mechanisms are in good operating condition, all required Life Safety Warning Devices are in place, fully powered (as applicable) and in good operating condition and in such locations as required by the Board.

All costs thereof and related thereto are the obligation of the Unit Owner of the Unit to pay. The costs specified in this paragraph 10.10 and/or the costs for any of the inspections that are the obligation of an Owner shall be collected in accordance with Article 26 of this Declaration.

10.11 Each Unit Owner shall:

- (a) routinely (as may be recommended by any Canadian public authority such as, Health Canada and/or as required by law and/or required by the Corporation), monitor and test, at the Unit Owner's cost, within the Unit Owner's Home for any substance, gas or vapour that may adversely affect people's health, such as radon gas;
- (b) comply with the standards and safe levels for such substance, gas or vapour as set out in any guidelines, standards and/or law and any amendments to such guidelines, standards and/or law; and

- (c) take all steps and measures, at the Unit Owner's cost, to promptly mitigate/reduce the indoor levels of such substance, gas or vapour to levels recommended by applicable public authorities and/or required by law, if the level of any substance, gas or vapour is/are found to exceed recommended levels.

If any Unit Owner fails to take all such necessary steps and measures, the Corporation shall take those necessary steps and measures and all costs incurred on account thereof by the Corporation shall be Common Expenses owing by such Unit Owner to the Corporation.

- 10.12 The Board is empowered to require maintenance, repair and replacement by the Unit Owner of any component of the Unit Owner's Unit including, without limitation, any component of such Unit and Improvements to the Unit. The Board has the authority to dictate the person, contractor, or company who is to effect such maintenance, repair, and replacement. Without limiting the generality of the foregoing, no Unit Owner shall do or cause to be done any maintenance, repair or replacement of any component of the Unit which can be seen from outside the Unit (collectively the "Externally Visible Unit Components") except as and when dictated by the Board. The Corporation, through the Board, is hereby empowered to dictate when any such maintenance, repair or replacement is to be done and who is to do such maintenance, repair or replacement. The maintenance and repair obligation of each Unit Owner with respect to the Externally Visible Unit Components includes the obligation to pay such Unit Owner's share of the costs of any such maintenance, repair or replacement with respect to the Externally Visible Unit Components as determined by the Board if the Board chooses to have any work done on account thereof by other than the Unit Owners. The Board has the right to determine the amount owing by each Unit Owner for whose Unit such maintenance, repair or replacement has been done. The Board also has the right to contract for such maintenance, repair or replacement on behalf of the Unit Owners for whom such work is being done and to pay for the same and collect from the Unit Owners in question the amount the Board determines is properly owing by each such Unit Owner on account of such work. . Any amounts that are payable by any Unit Owner on account of the provisions of this paragraph shall be Common Expenses owing by such Unit Owner to the Corporation.
- 10.13 No maintenance, repair and replacement by or on behalf of the Unit Owner of any Externally Visible Unit Components may be effected or undertaken without the prior written consent of the Board who has the authority to dictate the person, contractor, or company who is to affect such maintenance, repair and replacement.
- 10.14 Notwithstanding anything contained herein:
- (a) any hose bib, piping and metering installed for the purpose of supplying water for use in connection with the Common Elements and situate within the Unit shall be deemed to be Common Elements despite being within the boundaries of any Unit;
 - (b) any metering installed for the purpose of measuring the consumption of any Utility shall be deemed to be Common Elements despite being within the boundaries of any Unit;
 - (c) all eaves troughs, down spouts and related components thereto shall be Common Elements and not part of any Unit despite being within the boundaries of any one (1) or more Unit; and
 - (d) all components of the roofs on the buildings from and including the sub roof to and including the roof coverings on top of such sub roofs for all buildings shall be deemed to be Common Elements despite being within the boundaries of any Unit.
- 10.15 Notwithstanding anything otherwise provided herein, each Unit shall include all parts of the Unit Systems, heating, ventilating and air conditioning (if any) equipment, metal sleeves, pipes, flues and vents and related equipment, all furnace and fireplace chimneys and flues and related equipment and all pipes, wires, cables, conduits, ducts, and related junction boxes, fixtures, outlets and other facilities relative to utilities in respect of the Unit, that service only such Unit, regardless of where they are situate, except for lateral feeds to and from the Unit.
- 10.16 If a portion of the Condominium Plan from which snow or ice is to be removed by or on behalf of the Corporation is obstructed by a vehicle or other obstruction at the time of attempted snow

and/or ice removal by or on behalf of the Corporation, the Owner of the Unit in which the vehicle's owner is a Unit Occupant or whose Unit Occupant placed the obstruction (if known) is responsible for the snow and/or ice removal prevented by such obstruction and/or for any costs or liabilities incurred by the Corporation on account of its inability to complete such snow and/or ice removal at that time.

- 10.17 If the asphalt or other hard surface area of any Common Elements area is damaged or in need of maintenance or repair because of the act or omission of any Unit Occupant, the Unit Owner of the Home 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.
- 10.18 Post condominium registration, no additional front, side, or rear yard fences are permitted in or on a Unit without the prior written consent of the Board save and except any such fences constructed by or on behalf of the Declarant. Such consent of the Board, if granted, may be subject to such conditions and/or criteria as the Board deems or determines is appropriate in its absolute discretion, including, without limiting the generality of the foregoing, a requirement that the location of any such fences are determined by a qualified Ontario Land Surveyor and requirements with respect to the style and height of any such fences.
- 10.19 Each Unit Owner shall perform and effect such work and maintenance, as is required by the Board with respect to such Unit Owner's Unit, in order to maintain the good appearance of the Unit and the Condominium Plan. The Board has the authority to effect any of the foregoing if not done within the time frame requested by the Board with the expense of any of the foregoing that are not done within such time, and which are effected by the Board, to be paid by the respective Unit Owner with such expense being deemed to be a Common Expense and an item of maintenance and repair for which the Unit Owner is solely responsible.

Article 11 - Corporation Maintenance and Repair Obligations

- 11.1 Notwithstanding paragraph 10.18, if the Municipality requires fencing or an alternative marking system be installed and maintained on any part of the Lands, whether Unit or Common Elements, that abuts publicly owned open space, no such fence or marking system may be removed or altered without consent of the Municipality and the Board, which consent may be withheld for any reason. The responsibility for maintenance and repair after damage of such fences or marking systems shall be borne by the Corporation.
- 11.2 The Corporation is responsible for the removal of ice and snow from the Common Elements including the Common Elements inclusive of Common Elements roads, sidewalks and parking areas if unobstructed by a vehicle at the time of the snow and/or ice removal.
- 11.3 The Corporation is responsible for the cutting, autumn leaf raking and removal and maintenance of any Common Elements grass and the weeding and maintenance of all landscaping, shrub beds and plantings on the Common Elements.
- 11.4 Subject to the provisions of the foregoing, the Corporation is responsible to maintain and repair (including repair or replacement after wear and tear and/or damage) the Common Elements.
- 11.5 The Corporation is responsible for:
- (a) the cutting, autumn leaf raking and removal of grass/turf areas that lie within the boundary of any Unit provided there is convenient and unobstructed access thereto failing which the Unit Owner shall be responsible for the cutting, autumn leaf raking and removal of grass/turf areas that lie within the boundary of such Unit Owner's Unit.
 - (b) all weeding and watering of grassed areas and all maintenance and care and watering of all landscaping, shrub beds, trees and plantings located within the boundaries of such Unit Owner's Unit as required by the Board from time to time;

Article 12 - General Maintenance and Repair and Other Obligations

- 12.1 The water stops with respect to the water lines and any other components of the water distribution system that permit the flow of water to be restricted, controlled or stopped

regardless of where such water stops and/or components lie within this Condominium Plan shall also be Common Elements despite being within the boundaries of any Unit. The Municipality and the Corporation, including their respective agents, contractors and workmen are entitled to access to the Unit as is necessary from time-to-time to repair and maintain and replace the water stops or to turn on and/or shut off the water being supplied to a Unit.

- 12.2 All of the Lands, whether Unit or Common Elements, shall at all times be maintained for the life of the Condominium Plan by the party responsible for such maintenance in such manner as to comply with any applicable site plan, landscape plan, tree management plan, or site lighting plan approved by the Municipality.
- 12.3 Except with the prior express written consent of the Board and the Declarant (while the Declarant owns any Unit within this Condominium Plan):
- (a) nothing is permitted to be placed, left, installed, situate or otherwise be in the Common Elements;
 - (b) no maintenance, addition, signage, alteration, repair, renovation, improvement, painting or staining that affects the appearance of any part of a Unit or the Common Elements thereof that can be seen from any abutting street or from any other Unit within this Condominium Plan and/or from the Common Elements of the Corporation 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 on the outside areas of the Units or in the Common Elements.

For clarity, the foregoing consent is subject to the following:

- (i) neither the Board nor the Declarant is required to provide such consent;
- (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 the subject of such consent.

This paragraph 12.3 is not applicable to the Declarant or to any Unit owned by the Declarant.

Article 13 – Animals and Pets

General Prohibition on Animals, Insects, and Reptiles

- 13.1 No animals, insects, and/or reptiles are permitted to be brought into or kept within any part of the Condominium Plan, including any part of the Units or Common Elements areas, except for Permitted Pets as specifically authorized by the further provisions of this Article.

Permitted Pets

- 13.2 Unit Occupants and their Guests are permitted to bring the following types of domesticated pets to and from the Lands and to keep such pets within the Home in which they reside:
- (a) domesticated dogs, domesticated housecats, and domesticated small birds (for example parakeets, budgies, canaries, and parrots);
 - (b) domesticated children's pets (for example, gerbils, hamsters, rabbits, and guinea pigs);

- (c) small fish and/or turtles kept in one (1) or more aquariums, the total volume of which does not exceed one hundred and twenty (120) liters kept inside a single Home; and
- (d) any further individual animal, insect, and/or reptile that the Board has approved in writing as a permitted pet

(collectively the “Permitted Pets”).

- 13.3 Unit Occupants may apply to the Board for approval of an animal, insect, and/or reptile not included on the foregoing list as a Permitted Pet, which approval the Board is under no obligation to provide. The Board may revoke an approval of any animal, insect, and/or reptile as a Permitted Pet at any time.
- 13.4 A maximum of four (4) Permitted Pets may be kept in any Unit, subject to the further restriction that no more than two (2) dogs and two (2) cats may be kept in any Unit.
- 13.5 Permitted Pets must be accompanied by a Unit Occupant and kept on a leash or within a cage held by a person and under reasonable control when not present in such Unit Occupant’s Unit, so as to not be a nuisance or cause irritation to other Unit Owners and/or Occupants.
- 13.6 No Permitted Pet may be kept in any outside areas of any Unit or on any part of the Common Elements.
- 13.7 If any Permitted Pet should defecate in any area located within the Condominium Plan, the person accompanying the Permitted 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 Permitted Pet resides should the person accompanying the Permitted Pet fail to immediately clean up the soiled area in accordance with Article 26 of this Declaration.
- 13.8 It is the responsibility of the Unit Owner to ensure that no Permitted Pet being kept within such Owner’s Unit causes any nuisance including any excessive noise or offensive odour. No Permitted Pet is allowed to be kept within any Unit if its presence is causing any nuisance including any excessive noise or offensive odour, and the Board is entitled to order the removal of the same from the Lands. The question of whether or not any Permitted Pet is causing a nuisance including any excessive noise or offensive odour is within the absolute discretion and jurisdiction of the Board to determine.

Nuisance Pets

- 13.9 No Permitted Pet that is deemed by the Board (its absolute discretion) to be a nuisance shall be brought into or kept within any part of the Condominium Plan, including any part of the Units or Common Elements areas.

Prohibited Dog Breeds and Cross Breeds

- 13.10 Despite any of the foregoing, because the presence of certain breeds of dogs, 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) which are one (1) or more of the following breeds, cross breeds, or types: Pit Bull, Rottweiler, Doberman, Akita, any sort of guard dogs, dogs originally bred for fighting, or such other breed as the Board may determine, in its absolute discretion, from time-to-time is prohibited.
- 13.11 In addition, no dog which appears, in the opinion of the Board, to be aggressive, threatening, 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 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.
- 13.12 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 Lands.

13.13 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, the Board may, but is not required to, give the Unit Occupant an opportunity to challenge such determination by submitting one (1) or the other of:

- (a) a certified pedigree issued by the Canadian Kennel Club that positively identifies the dog in question by tattoo or microchip and confirms that such dog does not have any of such breeds in its pedigree; or
- (b) a completely unqualified written certificate to the Corporation that states therein that 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.

Power of Board to Order Removal

13.14 The Board has the absolute discretion and jurisdiction to order the permanent removal of any animal, reptile, or insect, including any Permitted Pet, from the Lands for any reason.

13.15 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 animal, reptile, or insect in question must be permanently removed from the Lands 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.

Service Animals

13.16 The Board may make reasonable exceptions to the prohibitions applicable to animals for service present within the Condominium Plan for the purpose of providing assistance to an individual with a disability.

13.17 Prior to granting such an exception, the Board may request documentation sufficient to establish:

- (a) the animal has been individually trained as a guide animal, hearing animal, or service animal in order to provide assistance to an individual with a disability;
- (b) the animal provides assistance to a specified individual having a disability, which individual is a Unit Occupant or is otherwise entitled to access the Common Elements of the Condominium Plan (e.g., as a Guest or visitor of Unit Occupants); and
- (c) the medical necessity of the animal providing such assistance to the specified individual.

Article 14 – Indemnity

14.1 Each Unit Owner shall indemnify the Corporation and, as the case may be, other Unit Owners against loss, costs, damage or injury caused to the Common Elements or Units because of any act or omission of any Unit Occupant of the said Unit Owner's Unit. A Unit Owner shall also indemnify the Declarant and the Corporation for all their legal costs and disbursements (including legal fees on a solicitor and client basis):

- (a) in effecting compliance by the Unit Owner or any Unit Occupant of the Unit Owner's Unit with the provisions of:

- (i) the Declaration, By-laws, Rules and/or the Act;
 - (ii) any registered agreements with local or regional municipal governments and authorities and/or the condominium approval authority, including, pursuant to either or both of sections 41 and 51 of the *Planning Act*, R.S.O. 1990, c. P13 those entered into by the Declarant and/or any of its predecessors in title;
 - (iii) any registered easement(s) and access agreements for the supply of gas, water, electricity, telephone, internet, 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 (1) 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) incurred in bringing, defending, or responding to any court or tribunal application or other legal action or threat of legal action or circumstances that could give rise to any of the foregoing involving the Unit Owner and/or a Unit Occupant of the Unit Owner's Unit pursuant to the Act or on account of the provisions of this Declaration.

14.2 Each Unit Owner is responsible for indemnifying the Corporation or the Declarant, as the case may be, for the legal costs, fees and disbursements incurred by the Corporation or the Declarant, as the case may be, in effecting such compliance or pursuant to such court or tribunal application or other legal action even if the Unit Owner is not in possession of the Unit but has leased the same or granted any other right of occupation with respect to same.

14.3 Each Unit Owner must maintain and repair (including repair or replacement after wear and tear and/or damage) such Owner's Unit, and any and all Improvements to such Unit, and everything therein and all components of and systems servicing such Unit which include all components and structures within the Unit.

14.4 If damage should occur to:

- (a) part of the Common Elements; and/or
- (b) the standard unit portion of any Unit;

and a Unit Occupant or Guest of a Unit has caused such damage either by act or omission and such damage was not caused by the Corporation or any agent or employee thereof who is not a Unit Occupant or Guest, the Owner who owns the Unit in which such Unit Occupant or Guest who caused such damage resides or was visiting shall be responsible to pay the amount that is the lesser of the cost of repairing the said damage and the deductible limit of the Corporation's insurance policy and such cost shall be added to the Common Expenses payable on account of such Unit.

14.5 If damage should occur to any Improvement, the repair costs will be the responsibility of the Owner who owns the Unit of which such Improvement forms a part and any right of such an Owner to be indemnified by any Unit Occupant, Guest or other person is a matter between the said Owner and Unit Occupant, Guest or other person and shall not involve the Corporation.

Article 15 – Parking and Motor Vehicles

15.1 In the absence of the prior written permission of the Board, only the motor vehicle(s), as defined below of a Unit Occupant may be parked in the designated parking area(s) (*i.e.*, driveway or garage within the Unit in which such Unit Occupant resides or is visiting). No part of any motor vehicle, while parked in Unit's designated parking area, shall at any time extend beyond the designated parking area so as to encroach into other areas of the Condominium Plan. No motor vehicle of any kind may be parked or left on any other portion of the Common Elements by anyone except with the written permission of the Board.

- 15.2 Only motor vehicles as defined below 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 driveway or other designated parking area.
- 15.3 There shall be no parking or storage of derelict vehicles of any kind on or in any Unit or the Common Elements of this Condominium Plan.
- 15.4 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. The Board may set Rules governing the use of visitor parking and it shall be each Unit Owner's responsibility to ensure that its visitors are aware of and comply with all current parking Rules. Notwithstanding the foregoing, no overnight parking is permitted in any area marked for or designated for visitor parking without the express written consent of the Board.
- 15.5 Only motorcycles, automobiles, station wagons, vans, sport utility vehicles, pick-up trucks and permitted Recreational Vehicles of a Unit Occupant may be parked on or in any Unit (and then only in areas designed for and appropriate for parking of motor vehicles) or the permitted areas of the Common Elements of this Condominium Plan.
- 15.6 The Board has the absolute right:
- (a) to require that Unit Owners forthwith remove any Recreational Vehicle from the Condominium Plan and to regulate as and when and if any Recreational Vehicle may be present on the Condominium Plan, although generally the Board is not expected to require removal of any Recreational Vehicle that is kept within a garage, the door(s) of which are kept closed except during ingress and egress to the garage; and
 - (b) to establish the conditions pursuant to which Unit Occupants must comply in order to be allowed to have a Recreational Vehicle within the Condominium Plan and to regulate such presence (if allowed) including, in the discretion of the Board, when any Recreational Vehicle may be present on the Condominium Plan for the purposes of loading and/or unloading and/or cleaning the Recreational Vehicle. Without limiting the discretion of the Board in this regard, it is expected that during any such permitted presence of a Recreational Vehicle, the Recreational Vehicle shall not block or partially block any other parking space or any walkway or impede the flow of traffic on the streets, use of streets by emergency vehicles or restrict snow and/or ice removal.
- 15.7 One (1) or more of the parking spaces to be created within this Condominium Plan will be designated as Accessible Parking Space(s). . Any Accessible Parking Space(s) designated for visitor parking shall not be used by Unit Occupants unless a Unit Occupant requests the use of an Accessible Parking Space by the Board and the Board decides, in its sole discretion, to allocate an Accessible Parking Space to the requesting Unit Occupant upon the terms set out herein.
- (a) The Board is authorized and empowered to allocate, subject to the limitations in this subparagraph, any Accessible Parking Space(s) which is part of the Common Elements, for use by one (1) or more Unit Occupants of this Condominium Plan:
 - (i) the Board has the right to allow such allocation even if the Unit Occupant to whom such Accessible Parking Space is proposed to be allocated is not the holder of a valid Accessible Parking Permit;
 - (ii) despite subparagraph 15.7(a)(i) above, if the Unit Occupant on account of whom such allocation has been made was allocated the use of an Accessible Parking Space on account of being the holder of a valid Accessible Parking Permit and such Unit Occupant should cease to be the holder of a valid Accessible Parking Permit as confirmed by the Board in accordance with subparagraph 15.7(a)(viii) below or otherwise or should such Unit Occupant cease to reside in a Unit of this Condominium Plan as such person's principal residence, such allocation shall forthwith come to an end;

- (iii) the Board is entitled in the Board's absolute discretion to charge an upfront and/or periodic fee (such as monthly, quarterly, semi-annually or annually) in advance for such allocation of an Accessible Parking Space as a precondition to such allocation and/or as a condition of the continuation of such allocation. No payment of any such fee relieves the Unit Owner of the Unit in which the Unit Occupant on account of whom such allocation has been made from continuing to pay Common Expenses to the Corporation on account of the Exchanged Parking Space as defined below on the same basis as before any such allocation;
- (iv) no other Unit Occupant within this Condominium Plan has any rights to make use of any such allocated Accessible Parking Space(s) apart from other Unit Occupants of the same Unit in which the Unit Occupant who has been allocated the use of such Accessible Parking Space resides;
- (v) the Board has discretion to decide the terms and conditions of the allocation of any such Accessible Parking Space and for what period of time such allocation is to continue and despite anything set out herein, to revoke any such allocation at any time in the Board's absolute discretion;
- (vi) no person who is allocated the use of such an Accessible Parking Space shall have any rights to license, lease, assign or give any other right or license to use the same to any other person other than in favour of a Unit Occupant of such person's Unit. Should any person to whom the use of such an Accessible Parking Space has been given pursuant to subparagraph (a) hereof, purport, as determined by the Board in the Board's absolute discretion to license, lease, assign or give any other right or license to use the same to anyone else other than a Unit Occupant of such person's Unit, such person's right and the right of any Unit Occupant of such person's Unit to use the allocated Accessible Parking Space shall forthwith come to an end;
- (vii) the Board has the right, as a condition of such allocation, to require all Unit Occupants of any Unit in which a Unit Occupant resides who is allocated the use of such an allocated Accessible Parking Space to give up such Unit Occupants' parking spaces such Unit Occupant(s) has/have the right to use (the "Exchanged Parking Space") and allow the same to be used by the Corporation as the Corporation should see fit including without limitation to allow the same to be used for visitor or other Unit Occupant(s)' parking as determined by the Board in the Board's absolute discretion from time to time for so long as such allocated Accessible Parking Space is so allocated to a Unit Occupant residing in such person's Unit. The discretion of the Board in this regard includes the right to allow the use of any such Accessible Parking Space(s) by visitors to other Unit Occupants within the Condominium Plan who may or may not be in possession of a valid Accessible Parking Permit or otherwise qualify for the same;
- (viii) the Board has the right to make a written request for evidence of a current valid Accessible Parking Permit from any Unit Occupant who has been allocated an Accessible Parking Space on account of being the holder of a valid Accessible Parking Permit. Failure of any such Unit Occupant to produce a current valid Accessible Parking Permit within seven (7) days following any such written request by the Board shall be treated as sufficient evidence that the Unit Occupant in question is no longer the holder of a valid Accessible Parking Permit and the Board has the right to immediately thereafter terminate the right of any Unit Occupant of such person's Unit to use the allocated Accessible Parking Space.

Article 16 – Salt Management

- 16.1 The Corporation is obligated to and shall comply with all requirements of the City of Waterloo and/or the Regional Municipality of Waterloo with respect to de-icing salt management including, without limitation, those provisions that are contained in the Regional Municipality of Waterloo Guide to Salt Management Strategy (the "Guide") and the Salt Management Plan for the Lands prepared in accordance therewith and referred to below.

- 16.2 A Salt Management Plan has been created for the Corporation in accordance with the requirements contained in the Guide to Salt Management Strategy. The Salt Management Plan shall be monitored by the Corporation using the guidelines set out in the Guide.
- 16.3 The Corporation shall review the Salt Management Plan on a yearly basis and note the progress toward achieving the various action plans in the then current Reporting Form required by the Regional Municipality of Waterloo, currently found in Appendix A of the Guide, which will then be submitted to the Regional Municipality of Waterloo.
- 16.4 The Regional Municipality of Waterloo's Water Services Department must be advised of any change in contact information for the Corporation forthwith upon the happening of such changes.
- 16.5 The Corporation, when contracting for winter maintenance services, must consider and use all reasonable efforts to have the winter maintenance services contract require the contractor to implement and adhere to the requirements and guidelines prescribed by the Salt Management Plan.
- 16.6 The Corporation shall, when drafting any contract for winter maintenance services to a private contractor, use the Regional Municipality of Waterloo's "Smart about Salt Letter of Intent" or such other provisions with respect to salt and de-icing as may be required by the Regional Municipality of Waterloo from time to time to ensure beneficial salt management practices are incorporated unless the Regional Municipality of Waterloo no longer requires the same.
- 16.7 All costs associated with implementing the Salt Management Plan and reviewing/amending the plan and complying with the same are the responsibility of the Corporation.

Article 17 – Equipment Provisions

- 17.1 No window mounted air-conditioners are permitted with respect to the Units except in strict compliance with the requirements of the Declarant if the Declarant owns any Lands or Unit within this Condominium Plan at such time and thereafter of the Board. There is no intention of allowing window mounted air conditioners of the type generally in use as of the date of the registration of this Declaration. This potential for allowing window mounted air-conditioners is included only to recognize that advancements in technology may allow there to be window mounted air conditioners that are significantly less offensive and irritating than those presently available.
- 17.2 Subject to any other provisions of this Declaration, no air conditioning equipment nor heat pump nor similar equipment and machinery or other noise generating equipment appurtenant to or used in connection with any Unit including, without limitation, any central vacuum system equipment, (all of which are collectively referred to herein as "AC and Other Equipment") are permitted save and except such AC and Other Equipment that has been preapproved in writing by the Board and/or the Declarant (while the Declarant owns any Unit within this Condominium Plan). With the exception of window mounted air-conditioners which are subject to the provisions of paragraph 17.1, in the absence of reasonable grounds to refuse same the Board and/or the Declarant (while the Declarant owns any Lands or Unit within the Lands) shall approve applications for the foregoing. The external elements and components of any such AC and Other Equipment may only be located where permitted by the Board and/or the Declarant (while the Declarant owns any Lands or Unit within the Lands). The foregoing part of this paragraph is not applicable to such AC and Other Equipment placed by or on behalf of the Declarant. All AC and Other 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 and Other 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 and/or the Declarant. The use of any other equipment and/or power tools used by Unit Occupants shall be subject to Rules established from time to time in accordance with the provisions of the Act that relate to the creation and amendment of Rules.
- 17.3 There shall be no Telecommunication Device erected, fixed, resting by its own weight or otherwise, hanging, or otherwise visible anywhere on the Lands or any building or structure thereon or present or visible from any abutting street or any other Unit or Common Elements

on any of the Condominium Plan, except in accordance with criteria established by the Board which has the authority to prohibit any and all Telecommunication Devices that are so visible.

Article 18 – Garbage and Recycling and Compostable Waste

- 18.1 Garbage, recycling and compostable waste (if any) is to be stored, placed and dealt with in accordance with the written requirements of the Board from time to time. Some Unit Occupants may be required to place garbage and recycling in a common location not necessarily in close proximity to the Unit in which the said Unit Occupants reside.

Article 19 - Blanket Easements

- 19.1 Despite the reservation or granting of any easement herein (including, without limitation, in Schedule “A” hereof, as it now exists and as amended on account of future phases to this Condominium Plan if any), the same shall not and does not impair, restrict or prohibit the construction within the Lands subject to any such easement of any existing or future building, structure, roadway, driveway, service, Common Services, landscape or other feature or other component:
- (a) provided for, permitted by or required by any municipal approved site, landscape, grading, drainage, storm water management or similar plan;
 - (b) provided for, permitted by or required by any applicable municipal, site, condominium or development agreement or any other agreement with the relevant Municipality; or
 - (c) where the same is constructed with a municipal building permit.
- 19.2 For clarity, no Common Service can be installed, constructed or placed so as to cause any significant impairment to any building, structure, roadway, driveway, service, other Common Services, landscape or other feature or other component provided for, permitted by or required by any municipal approved site, landscape, grading, drainage, storm water management or similar plan or any applicable municipal development agreement or constructed with a municipal building permit. It is recognized that the right to construct and maintain buildings, structures, roadways, driveways, services, Common Services, landscape or other features or other components provided for, permitted by or required by any municipal approved site, landscape, grading, drainage, storm water management or similar plan or any applicable municipal development agreement or constructed with a municipal building permit is preeminent to the installation of any future Common Services.
- 19.3 Each of the easements granted and reserved in Schedule “A”:
- (a) contemplates and is intended to accommodate further development on the Dominant Lands (as defined in Schedule “A”); and
 - (b) allows for and contemplates further subdivision of the Dominant Lands all of which subdivided parcels (if any) share in the full right to the enjoyment of this easement.

Article 20 – Section 46.1 - Record and Voting

- 20.1 For the purposes of the record required to be maintained by the Corporation pursuant to Subsection 46.1(3) of the Act (the “Section 46.1 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.
- 20.2 In the event of any dispute or question as to the correct name and address for service for the Unit Owner, 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(s) 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 46.1 Record. Furthermore, each Owner of a Unit must advise the Board of Directors in writing of the name of any person who occupies or lives in the Unit owned by such Owner forthwith upon any such person occupying or commencing to live in the Unit pursuant to section 83 of the Act

20.3 For the purposes of ensuring that votes for each Unit are properly cast and counted in accordance with the provisions of section 51 of the Act, the Board is entitled to require:

- (a) each Unit Owner to inform the Corporation in writing as to whether the Unit Owner holds title to such Unit Owner's Unit exclusively, or together with one or more other person(s), and if the latter, to provide the Corporation with the legal name(s) of such other Owner(s);
- (b) any Unit Owner to provide a copy of the most recently registered transfer/deed of such Owner's Unit to the Board;

and such information shall be entered into the section 46.1 Record upon receipt.

20.4 Where the section 46.1 Record provides that title to a Unit is held by two (2) or more Unit Owners, and only one (1) of the Unit Owners of the Unit attends a meeting of the Corporation in person or by proxy, the Corporation shall be entitled to:

- (a) count such attendance toward quorum for the meeting, and
- (b) rely on a vote cast by such Unit Owner and treat the same as valid and representing and being the vote on behalf of all of the Unit Owners of the Unit unless the Corporation is advised in writing to the contrary by any other Unit Owner of the Unit in question prior to such vote being cast.

20.5 Where the section 46.1 Record provides that title to a Unit is held by two (2) or more Unit Owners, and more than one (1) of the Unit Owners of the Unit attends a meeting of the Corporation in person or by proxy, the Corporation shall be entitled to:

- (a) count such attendance toward quorum for the meeting, and
- (b) rely on a vote cast by such Unit Owner(s) or any one (1) of them and treat the same as valid and representing and being the vote on behalf of all of the Unit Owners of the Unit unless one (1) of the following has occurred:
 - (i) the Corporation has been advised in writing to the contrary by any other Unit Owner of the Unit in question prior to the vote being cast; or
 - (ii) another Unit Owner of the Unit purports to vote on the same question by a separate vote; or
 - (iii) an objection to the vote being made by such Unit Owner or Owners, as the case may be, is made to the Chairperson by any other Unit Owner of the Unit who is present at the meeting in person or by proxy, prior to the vote in question being cast.

20.6 Where one or more of the circumstances referred to in subparagraph 20.5(b) has occurred, the vote of the Unit Owners of the Unit in question shall be that of the majority of the Unit Owners of the Unit in question as determined by the Chairperson in accordance with the provisions of paragraphs 20.7 and 20.8 below.

20.7 In determining if the majority of the Unit Owners of the Unit in question are agreed on how to exercise a vote, the Chairperson shall assume that any and all other Unit Owner(s) of the Unit not present at the meeting in person or by proxy is/are in agreement with the opinion of the majority of the Unit Owners of the Unit who are present in person or by proxy at the meeting

unless the Corporation has been advised in writing to the contrary by any other Unit Owner of the Unit in question who is not so present at the meeting prior to the vote being cast.

- 20.8 In determining if the majority of the Unit Owners of the Unit in question are agreed on how to exercise a vote, in circumstances where the Unit Owners of the Unit who are present at the meeting in person or by proxy are evenly divided on how to exercise the vote, the Chairperson shall assume that any Unit Owner(s) of the Unit who is not present at the meeting in person or by proxy is abstaining from voting or having any opinion on the vote in question so that the vote of the Owners of the Unit in question shall not be counted.

Article 21 – Electric Vehicle Charging System

- 21.1 The Corporation or a Unit Owner may install an Electric Vehicle Charging System in accordance with the Act.
- 21.2 A Unit Owner may only install an Electric Vehicle Charging System within such Unit Owner's Unit's garage if the application to the Corporation is approved in accordance with the Act and a written agreement with respect thereof is reached between the Corporation and the Unit Owner in accordance with the Act (the "EV Agreement") and the following obligations are included in the EV Agreement:
- (a) The Unit Owner shall bear all costs of the energy consumption through the Electric Vehicle Charging System and all costs related to the ongoing use and maintenance and/or replacement of the Electric Vehicle Charging System including all metering related charges incurred in determining the energy consumption of the Electric Vehicle Charging System and comply with all applicable provisions of Article 22;
 - (b) The Unit Owner shall bear the indirect and direct costs of any insurance premium increases on account of the Electric Vehicle Charging System; and
 - (c) The Unit Owner shall bear all costs related to the preparation and registration of the EV Agreement.
- 21.3 The Corporation may require a Unit Owner who makes application to the Corporation pursuant to the Act and receives approval for the installation of an Electric Vehicle Charging System from the Corporation pursuant to the Act to install a certain type or model of Electric Vehicle Charging System or an Electric Vehicle Charging System with certain capabilities to ensure the uninterrupted supply of electricity to the Condominium Plan and the Units thereof.

Article 22 – Metering

Utilities

- 22.1 If at any time:
- (a) any Utility supplied to any of the Unit(s) and/or any Electric Vehicle Charging System is directly and separately metered, measured and billed either by the Municipality, the supplier or on account of Private Flow Meters put in place by the Declarant or the Corporation or others or some combination thereof to any such Unit(s) and/or any Electric Vehicle Charging System, the cost of such Utility so separately metered, measured or otherwise determined and/or allocated to such individual Units and/or any Electric Vehicle Charging System billed will not be considered a budget item for the determination of the Common Expenses of the Corporation or a Common Expense of the Corporation. For clarity, any other costs associated with such Utility to the extent not directly and separately metered, measured and/or otherwise determined and/or allocated to individual Units and/or any Electric Vehicle Charging System, including, without limitation, any costs associated with any meter that measures the consumption of such Utility, shall be considered a budget item and shall be included in the definition of "Bulk Units Utility Cost" in paragraph 22.3 below; or
 - (b) any Utility supplied to any Unit(s) and/or any Electric Vehicle Charging System is not so separately metered, measured and billed at any time now or in the future then for such period of time the same is not so separately metered, measured and billed the same

will be referred to herein as the “Bulk Units Utility Cost” and unless the cost of the same is allocated by the Board to one (1) or more Units and/or any Electric Vehicle Charging System in accordance with paragraph 22.3 hereof the cost of the same with respect to any such Unit(s) and/or Electric Vehicle Charging System will be considered a budget item for the determination of the Common Expenses of the Corporation and a Common Expense of the Corporation.

- 22.2 Where a Utility is supplied to all or any part of the Common Elements and/or including any Electric Vehicle Charging System and such Utility is not separately metered, measured and billed, the Board, acting reasonably, shall be entitled to and has the discretion and authority to make an allocation of the costs of such Utility supplied to the Condominium Plan between the Common Elements and/or any Electric Vehicle Charging System being serviced by such Utility (the “Bulk Common Elements Utility Cost”) and the Bulk Units Utility Cost. Such Bulk Common Elements Utility Cost as so allocated by the Board will be included in the budget for the determination of the Common Expenses of the Corporation.

Allocation of Certain Bulk Costs

- 22.3 The Board has the authority and discretion to allocate any or all of any Bulk Units Utility Cost to those Units the Board is of the opinion acting reasonably are benefitting from the same and to allocate such percentage of any such costs amongst such Units as the Board in its absolute discretion views as appropriate.
- 22.4 The portion of any Bulk Units Utility Cost so allocated by the Board to any Unit shall for all purposes be deemed to be directly and separately metered, measured or otherwise determined and/or allocated to such individual Units and deemed to be billed on the same basis as if the same were measured by Private Flow Meters put in place by the Declarant or the Corporation or others so that the provisions of paragraph 22.1(a) hereof apply thereto in all regards and the cost of such Utility so separately determined and/or allocated to such individual Units will not be considered a budget item for the determination of the Common Expenses of the Corporation or a Common Expense of the Corporation.

General

- 22.5 Any reference in this Article to the “Board” or the “Corporation” shall include any Monitoring Agency if authorized or directed in writing (as the context requires) by the Board.
- 22.6 Any 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 a Utility to the Unit(s) occupied by such Unit Occupant shall be the responsibility of the Unit Owner(s) who own(s) the Unit(s) in question and shall, to the extent that same are paid by the Corporation, constitute Common Expenses owing by the Unit Owner of such Unit(s) who shall be considered in default of payment of such Common Expenses.
- 22.7 Entry to any of the Units from time to time by any representative of any Monitoring Agency, and/or municipal or public utility representative and/or other person authorized by any Monitoring Agency and/or the Board for the purposes of installation, repair, maintenance, inspection, replacement and/or reading of any meter or meters is hereby authorized. No meter shall be hidden or obscured or blocked so that it cannot be easily and conveniently read by the person charged with the responsibility to read such meter. Such work as is required within any Unit(s) or its or their appurtenant Common Elements as is necessary in order to facilitate the installation, usage and/or operation of any meter or meters is also permitted.
- 22.8 Any representative of any Monitoring Agency, any municipal or public utility representative or other person authorized by any Monitoring Agency and/or the Board may install, repair, maintain, inspect, replace, change and/or read any meter or meters in or appurtenant to any Unit(s). Such work as required within any Unit(s) or appurtenant Common Elements to facilitate the said installation, usage and/or operation and/or reading of any meter or meters is also permitted.
- 22.9 Any administration or other fee charged by a Monitoring Agency, Municipality or supplier with respect to the supply of a Utility to a Unit including without limitation any costs of reading a

Private Flow Meter, calculating the monies owing on account of the supply of a Utility to a Unit and collecting the monies so owing shall be billed to and collected from that Unit Owner(s) in the same manner as the cost of the said Utility supplied to his, her, their or its Unit and shall be deemed to be included in and part of the cost of any Utility supplied to a Unit in addition to the actual cost of the utility so supplied itself.

- 22.10 If any Utility is separately metered, measured and/or monitored to a Unit by way of Monitoring Agency, Municipality or supplier meters, or allocated to a Unit pursuant to paragraph 22.3 hereof, the Unit Owner(s) of each such Unit so metered by the Municipality, Monitoring Agency or supplier shall pay the cost of any metered Utility supplied to his, her, their or its Unit as billed by the Municipality, Monitoring Agency or supplier of same or allocated by the Board and obtain no credit for such payment against his, her, their or its obligation to pay Common Expenses.
- 22.11 If any Utility is separately metered, measured and/or monitored to a Unit by way of Private Flow Meter(s) or allocated to a Unit pursuant to paragraph 22.3 hereof:
- (a) the cost of any Utility supplied to any such Unit as measured by the Private Flow Meter or allocated to a Unit pursuant to paragraph 22.3 hereof shall be paid by the Owner(s) of such Unit as directed by the Corporation as and when requested by the Corporation;
 - (b) the monies paid by the Corporation on account of any Utility supplied to any such Unit which is measured by a Private Flow Meter or allocated to a Unit pursuant to paragraph 22.3 hereof will not be considered a budget item for the determination of the Common Expenses of the Corporation or a Common Expense of the Corporation. However, if same are not paid, then, to the extent same are in arrears, monies owing on account of any Utility supplied to any Unit to the Corporation or any Monitoring Agency shall be considered to be Common Expenses that are in arrears and owing for and on account of such Unit. For such purposes only, the said monies owing shall be considered Common Expenses and shall be considered in arrears. Interest will accrue on arrears of monies owing for any Utility supplied to any Unit at the same rate as interest accrues on arrears of Common Expense payments;
 - (c) each such Unit Owner shall pay the cost of any Utility supplied to his, her, their or its Unit, based on the amount of such Utility supplied as determined by the said Private Flow Meter or allocated to a Unit pursuant to paragraph 22.3 hereof for his, her, their or its Unit and will obtain no credit for such payment against his, her, their or its obligation to pay Common Expenses;
 - (d) as a condition of being supplied or continuing to be supplied with any Utility that is metered or monitored by a Private Flow Meter or allocated to a Unit pursuant to paragraph 22.3 hereof, the Board and/or any Monitoring Agency has the right to require a Unit Owner(s) of a Unit that is being so supplied, to maintain a deposit with the Corporation or the Monitoring Agency, as the case may be, of an amount equal to up to three (3) months' charges for such Unit Occupant's Utility usage as determined and estimated by the Board in its discretion. The Corporation is entitled to apply such deposits against monies owing by a defaulting Owner(s) on account of the supply of any Utility to such Owner's Unit; and
- 22.12 the Board and/or any Monitoring Agency is entitled, subject to complying with all relevant laws and regulations, to stop the supply of any Utility to any Unit if the payments owing for same are more than thirty (30) days in arrears.
- 22.13 The Owner(s) of each Unit to which the amount of any Utility is measured or monitored by a Private Flow Meter or allocated to a Unit pursuant to paragraph 22.3 hereof shall pay the Corporation or the relevant Monitoring Agency monthly on a date designated by the Board or Monitoring Agency, as the case may be, the estimated cost for the amount for all Utilities separately metered or monitored by the applicable Private Flow Meter(s) and billed by the Corporation or Monitoring Agency or allocated to a Unit pursuant to paragraph 22.3 hereof (the "Estimated Utility Monthly Payment"). The Estimated Utility Monthly Payment will be an estimate by the Board or Monitoring Agency, as the case may be, acting reasonably, of the cost of all such utility services separately metered, measured and billed by the Private Flow Meters

or other monitoring or measuring devices by the Corporation to such Unit or allocated to such Unit pursuant to paragraph 22.3 hereof.

- 22.14 The Board or any Monitoring Agency shall have the right to require any Owner(s) of a Unit to:
- (a) provide post-dated cheques on a Corporation fiscal year basis for the Estimated Utility Monthly Payment prior to the first month of every such fiscal year;
 - (b) pay the Estimated Utility Monthly Payment via an automatic monthly withdrawal from the Owner(s) of the Unit's bank account or such other similar method of automatic payment; and,
 - (c) forthwith upon written request to sign and deliver any service or other agreement required in relation to the supply of and payment for any Utility delivered to such Unit Owner's Unit and to fully comply with the same. If any Unit is to be rented the Unit Owner thereof shall ensure the Unit Owner and the tenant thereof execute and deliver any agreement the Board or Monitoring Agency requires with respect to the supply of and payment for any Utility delivered to such Unit Owner's Unit and fully comply with the same.
- 22.15 The Estimated Utility Monthly Payment for any such Unit shall be adjusted annually (the "Annual Utility Adjustment") by the Board or Monitoring Agency, as the case may be, to reflect the actual cost of Utilities so supplied to each such Unit as determined by the applicable Private Flow Meter(s) or allocated to a Unit pursuant to paragraph 22.3 hereof. The Board or the relevant Monitoring Agency has the right to adjust the Estimated Utility Monthly Payment at other times throughout the year in addition to the Annual Utility Adjustment if the Board deems such additional adjustments necessary.
- 22.16 Following the end of each fiscal year, the Board or Monitoring Agency, as the case may be, shall calculate or make a final allocation pursuant to paragraph 22.3 hereof how much of each such Utility was supplied in such fiscal year to each Unit. If the cost of the said Utilities supplied for such fiscal year on account of any such Unit:
- (a) exceeds the amount paid by the Unit Owner(s) of such Unit for the fiscal year in question the Owner(s) of such Unit shall, upon receiving written notification from the Board or Monitoring Agency, as the case may be, forthwith pay the Corporation the amount of such deficiency;
 - (b) is less than the amount paid by the Unit Owner(s) of such Unit for the fiscal year in question the excess shall be taken into consideration by the Board or Monitoring Agency, as the case may be, at the time of the Board's or Monitoring Agency's, as the case may be, next determination of the Estimated Utility Monthly Payment for the said Unit or, at the option of the Board or Monitoring Agency, as the case may be, the deficiency shall be paid by the Corporation to the Unit Owner(s) of such Unit.
- 22.17 The Corporation has the power, on giving reasonable notice to the Unit Occupant(s), to allow the Monitoring Agency access to the Units and Common Elements for the purpose of installing, repairing, replacing, modifying, upgrading, renovating, improving and/or maintaining the Private Flow Meters.
- 22.18 The cost of any water supplied to any Unit and billed to the Owner(s) thereof after measurement by a Private Flow Meter or allocated to a Unit pursuant to paragraph 22.3 hereof shall, if the billing for any sewer usage or charges is linked to or otherwise determined based on the quantity of water supplied and/or measured or allocated to a Unit pursuant to paragraph 22.3 hereof shall also include any billings that are made and/or payments made for sewer usage or charges based on the amount of the water supplied to the Unit in question and all references herein to the cost of water shall include the monies paid on account of sewer charges and/or rates determined by reference to the quantity of water supplied for which such cost of water relates.

Article 23 – Compliance with Subdivision, Site Plan and/or other Municipal Development Agreements, Utility Easement Agreements, Restrictive Covenants, Agreements, Facilities and Services Agreement and Leases affecting the Lands

- 23.1 It shall be the duty of the Corporation to comply with and ensure compliance by Unit Occupants with the applicable provisions of all applicable site plan and other agreements entered into pursuant to the *Planning Act*, and all Municipality approved stormwater management facility, grading and drainage and landscape plans.
- 23.2 Without limiting the generality of the provisions in the prior paragraph, it is a duty of the Corporation to comply with and enforce compliance by the Unit Owners with the requirements of any agreements with the Municipality that are registered against the title of any of the Lands.
- 23.3 It is a duty of the Corporation to strictly comply with all agreements to which the Corporation is a signatory, and, without limitation, to strictly comply with all agreements and leases entered into by the Corporation while the Declarant was the owner of the majority of the Units within the Condominium Plan at the time in question.
- 23.4 Neither the Corporation, nor the Unit Owners or Unit Occupants, shall alter in any way or make any changes to any Municipality approved stormwater management facility within the Lands without the written consent of the Municipality
- 23.5 The Corporation shall ensure that the drainage in the Condominium Plan shall at all times conform to the Municipality approved overall drainage plan for the Lands, that drainage will not be altered without the approval of the Municipality, that roof water shall be discharged onto the surface of the ground and not be connected to the storm sewers without the approval of the Municipality. The Corporation shall also ensure that there will be no construction of any accessory buildings or structures (including swimming pools) without the approval of the Municipality; that all drainage swales will be maintained to provide surface water runoff in accordance with the Municipality approved drainage control plan. The Board has authority and power to effect any of the foregoing if not done within the time frame requested by the Board with the expense of any of the foregoing that are not done within such time, and which are done by or on behalf of the Board, to be paid by the respective Unit Owner with such expense being deemed to be a Common Expense and an item of repair for which the Unit Owner in question is solely responsible. However, nothing herein alters the obligations of the Unit Owners to be responsible for all maintenance and repair (including repair and replacement after damage) with respect to such Unit Owner's Units.
- 23.6 It shall be the duty of the Corporation to maintain, repair and replace, if necessary, at its expense any Municipality approved stormwater management facility on the Lands, if applicable.

Provisions Required by Approval Authority

Noise Warning Clauses

- 23.7 Type A – Municipal Address Units 25 to 33:

Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Region of Waterloo and the Ministry of the Environment, Conservation and Parks.

- 23.8 Type B: Municipal Address Units 1 to 5

Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic (rail traffic) may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Region of Waterloo and the Ministry of the Environment, Conservation and Parks.

23.9 Type C: Municipal Address Units 1 to 5 and Units 25 to 33

This dwelling unit has been designed with the provision for adding central air conditioning at the occupants' discretion. Installation of central air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Region of Waterloo and the Ministry of the Environment, Conservation and Parks.

Article 24 – Power to Acquire, Own and Dispose of Property

- 24.1 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.

Article 25 – Provisions Relating to Lump Sum and Periodic Payments for Special Assessments

- 25.1 The Board may levy special assessments of Common Expenses from time to time to collect and pay the costs of some part or all of any incident, project or other matter (an “Event”) giving rise to Common Expenses not otherwise anticipated in the then current budget for the Corporation. Such Common Expenses are herein referred to as the “Event Costs”.
- 25.2 The Unit Owner(s) of each Unit is/are responsible for paying the share of the Event Costs (allocated to the Unit owned by such Unit Owner(s) pursuant to Schedule “D” of this Declaration) for which the Board levies a special assessment (a “Unit Owner’s Proportionate Share of the Event Costs”).
- 25.3 The Board may, in its discretion to be exercised reasonably, and prior to or as part of levying a special assessment in respect of an Event, provide Unit Owners the option of paying the Unit Owner’s Proportionate Share of the Event Costs:
- (a) in one (1) lump sum payment (the “Event Lump Sum Payment”); or
 - (b) in periodic payments (the “Event Periodic Payments”), the number and due dates of which shall be determined by the Board, acting reasonably.
- 25.4 The Board shall set out in its notice to Unit Owners of a special assessment with respect to an Event a date determined by the Board, acting reasonably, (the “Event Notification Date”) by which the Unit Owner(s) of each Unit is/are required to notify the Board in writing as to whether the Unit Owner(s) of a particular Unit will be paying the Unit Owner’s Proportionate Share of the Event Costs as an Event Lump Sum Payment or by Event Periodic Payments.
- 25.5 In the absence of clear written notice from the Unit Owner(s) of a Unit to the Board by the Event Notification Date of the Unit Owner(s) of a Unit’s choice in this regard, the Unit Owner(s) of a Unit will be irrevocably deemed to have chosen Event Periodic Payments and such Unit Owner(s) will have no further right to make an Event Lump Sum Payment on account of such Unit Owner’s Proportionate Share of the Event Costs.
- 25.6 The Unit Owner(s) of a Unit who has/have provided proper notice to the Board by the Event Notification Date of the such Unit Owner(s)’ intention to pay the Unit Owner’s Proportionate Share of the Event Costs as an Event Lump Sum Payment must provide the Unit Owner’s Event Lump Sum Payment to the Board, by certified cheque, by a date to be set by the Board, acting reasonably (the “Event Payment Date”). If such Unit Owner(s) do/does not pay the Unit Owner’s Event Lump Sum Payment by certified cheque by the Event Payment Date, the said Unit Owner(s) shall be irrevocably deemed to have chosen to make Event Periodic Payments instead of the Event Lump Sum Payment, and such Unit Owner(s) will have no further rights to make an Event Lump Sum Payment on account of such Unit Owner’s Proportionate Share of the Event Costs.

- 25.7 If the Unit Owner(s) of a Unit pay the Unit Owner's Proportionate Share of the Event Costs in an Event Lump Sum Payment, such Event Lump Sum Payment shall be used by the Board on account of the Event Costs.
- 25.8 Upon payment of said Event Lump Sum Payment being made on account of a Unit, the Unit Owner(s) of such Unit shall have no further obligations on account of the Event Costs, or any interest, fees or other charges related thereto including, without limitation, any payments directly or indirectly related to any loan on account thereof.
- 25.9 If the Unit Owner(s) of a Unit has/have chosen or are deemed to have chosen to pay the Unit Owner's Proportionate Share of the Event Costs in Event Periodic Payments, the amount of each Event Periodic Payment shall be the sum of:
- (a) the Unit Owner's Proportionate share of the Event Costs; and
 - (b) the total amount of any interest, fees and other charges that are or will be incurred by the Corporation on account of the Event Costs – net of the total amount paid on account thereof by Event Lump Sum Payments, and including, without limiting the generality of the foregoing, such interest, fees or charges as are associated with any loan obtained by the Corporation for the purpose of ensuring payment of the Event Costs is not delayed, or the Corporation's credit, standing or account, does not fall into arrears, on account of Event Periodic Payments – (the "Periodic Payment Additional Costs") divided by the number of the Units owned by Unit Owners electing to pay by Event Periodic Payments;
- divided by the number of Event Periodic Payments with such adjustments as may be needed from time to time to ensure that the Unit Owner's Proportionate Share of the Event Costs are paid in full by the time the payment of the last Event Periodic Payment is made.
- 25.10 All Event Periodic Payments paid by Unit Owner(s) shall be used by the Board on account of the Event Costs and Periodic Payment Additional Costs.
- 25.11 The Board shall provide the Unit Owners of each Unit electing to pay or who has/have been deemed to elect to pay the Unit Owner's Proportionate Share of the Event Costs in Event Periodic Payments with written notice of the amount(s) and due dates of each Event Periodic Payment owed by such Unit Owner (the "Notice of Event Periodic Payments").
- 25.12 The installments of Periodic Payment Additional Costs forming part of a Unit Owner's Event Periodic Payments are deemed to be Common Expenses owing by such Unit Owner to the Corporation that are respectively due on the dates set out in the Unit Owner's Notice of Event Periodic Payments.
- 25.13 Upon written request by the Unit Owner(s) of a Unit, the Board, in its absolute discretion and on terms determined by the Board, may allow such Unit Owner(s) to pay in full the then outstanding amount of such Unit Owner's Event Periodic Payments; however the Board has no obligation to do so. Such permitted pre-payment shall not exempt the Unit Owner(s) in question from the requirement to pay the full amount of such Unit Owner(s)' Event Periodic Payments as determined pursuant to paragraph 25.9 of this Article.

Article 26 – Collection of Costs and Expenses Incurred by the Corporation

- 26.1 If the Corporation directly or indirectly incurs any surcharge, cost or expense on behalf of a Unit Owner or on account of the actions or omissions of any Unit Owner or Unit Occupant of a Unit owned by a Unit Owner, the Unit Owner shall be deemed to have consented to the Corporation incurring such surcharge, cost or expense. Such surcharge, cost, expense and any other monies owing by a Unit Owner to the Corporation for any reason whatsoever, if not paid by the Unit Owner upon demand for same by the Corporation, shall be added to the contribution to the Common Expenses payable on account of such Owner's Unit.
- 26.2 For greater clarity, any amount added to the Common Expenses payable for the Unit Owner's Unit in accordance with paragraph 26.1 may be the subject of a lien pursuant to Section 85 of the Act.

Article 27 – Miscellaneous

- 27.1 No Unit Owner (and in the case of joint Owners this shall mean all such Owners) or mortgagee may inspect any records of the Corporation except in accordance with the provisions of the Act.
- 27.2 Each Unit Occupant shall comply with all restrictive covenants or building schemes that affect title to the Lands and the same are incorporated herein by reference so the Corporation has standing to enforce the same.
- 27.3 No restriction, condition, obligation or provision in the Act, this Declaration, the By-law(s) or Rules shall be deemed to have been abrogated or waived by any failure to enforce the same irrespective of the number of violations or breaches which may occur.
- 27.4 Any requirement in this Declaration to seek the approval or consent of the Declarant shall cease when all of the Lands and Units within the Lands have been sold and conveyed by the Declarant.

Dated this ____ day of _____, 2022

COOK HOMES LIMITED

Per:

Name:
Office:
I have authority to bind the Corporation.

Schedule “A”

DESCRIPTION

BLOCK 24, PLAN 58M679; SUBJECT TO AN EASEMENT IN GROSS OVER PART 24, 58R21282 AS IN WR1396631; SUBJECT TO AN EASEMENT IN GROSS OVER PART 24, 58R21282 AS IN WR1396632; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1, 58R21281 AS IN WR1396671; CITY OF WATERLOO identified by PIN 22685-1413 (LT)

I am the solicitor who is registering this Declaration.

In my opinion, based on the parcel register 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 and the following is the legal description of the servient lands:

Dated this ____ day of _____, 2022.

ROBSON CARPENTER LLP
Per:

Craig Robson

Schedule “B”

CONSENT (Schedule B to Declaration)
(under clause 7 (2) (b) of the *Condominium Act, 1998*)

Condominium Act, 1998

Canadian Imperial Bank of Commerce has a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Instrument Number WR1406290 in the Land Registry Office for the Land Titles Division of Waterloo being No. 58.

Canadian Imperial Bank of Commerce 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.

Canadian Imperial Bank of Commerce postpones the mortgage and the interests under it to the Declaration and the easements described in Schedule “A” to the Declaration.

Canadian Imperial Bank of Commerce is entitled by law to grant this consent and postponement.

Dated this ____ day of _____, 2022.

CANADIAN IMPERIAL BANK OF COMMERCE
Per:

Name:
Title:

Per:

Name:
Title:

I/We have authority to bind the Bank.

Schedule “C”

UNIT BOUNDARY DESCRIPTION

Units

The Units are bounded by the heavy lines and as illustrated on Part 1, Sheet 2 of the Description filed concurrently herewith. Each Unit will include the building(s) within the Unit, garage, front and rear yards, and side yards, if any, and the driveway areas.

Notwithstanding the foregoing, the Common Elements include eavestroughs, downspouts and all components of the roofs on the buildings from and including the sub roof to and including the roof coverings on top of such sub roofs for all buildings within the Units.

With respect to unit boundaries between units, Units 1 to _____ inclusive, are bounded by the vertical planes established by measurement, and said planes pass through the party walls. The said planes are monumented and illustrated on Part 1, Sheet 2 of the Description filed concurrently herewith.

With respect to unit boundaries between units and common elements, Units 1 to 33, inclusive, are bounded by vertical planes, established by measurement. The said planes are monumented and illustrated on Part 1, Sheet 2 of the Description filed concurrently herewith.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units described in clause 8 (1) (d) of the *Condominium Act*, 1998 appearing on the Description prepared in accordance with Ontario Regulation 49/01.

Dated this _____ day of _____, 2022.

Erich Rueb, Ontario Land Surveyor
Guenther Rueb Surveying Limited

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

Schedule “D”

PROPORTIONS OF COMMON INTEREST
AND CONTRIBUTIONS TO COMMON EXPENSES

UNIT	LEVEL	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE OWNERSHIP INTEREST OF THE COMMON ELEMENTS (COMMON INTEREST)
1	1	3.03030303%	3.03030303%
2	1	3.03030303%	3.03030303%
3	1	3.03030303%	3.03030303%
4	1	3.03030303%	3.03030303%
5	1	3.03030303%	3.03030303%
6	1	3.03030303%	3.03030303%
7	1	3.03030303%	3.03030303%
8	1	3.03030303%	3.03030303%
9	1	3.03030303%	3.03030303%
10	1	3.03030303%	3.03030303%
11	1	3.03030303%	3.03030303%
12	1	3.03030303%	3.03030303%
13	1	3.03030303%	3.03030303%
14	1	3.03030303%	3.03030303%
15	1	3.03030303%	3.03030303%
16	1	3.03030303%	3.03030303%
17	1	3.03030303%	3.03030303%
18	1	3.03030303%	3.03030303%
19	1	3.03030303%	3.03030303%
20	1	3.03030303%	3.03030303%
21	1	3.03030303%	3.03030303%
22	1	3.03030303%	3.03030303%
23	1	3.03030303%	3.03030303%
24	1	3.03030303%	3.03030303%

25	1	3.03030303%	3.03030303%
26	1	3.03030303%	3.03030303%
27	1	3.03030303%	3.03030303%
28	1	3.03030303%	3.03030303%
29	1	3.03030303%	3.03030303%
30	1	3.03030303%	3.03030303%
31	1	3.03030303%	3.03030303%
32	1	3.03030303%	3.03030303%
33	1	3.03030303%	3.03030303%
		100.000000%	100.000000%

Schedule “E”**COMMON EXPENSES**

1. “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 accompanying Declaration of which this is a schedule and include, without limiting the generality of the foregoing:
 - (a) anything that is determined by By-law to be a Common Expense;
 - (b) interest on Common Expense arrears calculated monthly from the date the Common Expenses were due at two (2) percent above the commercial rate of interest per annum established and reported by any one (1) 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.
2. The Board shall have the power from time-to-time as it sees fit, to impose a Common Expenses surcharge on the Owner(s) of any Unit, if any Unit Occupant(s) of such Unit is determined, by the Board in its sole discretion, to be using an excessive amount of any Corporation provided service, facility or utility (meaning any service, facility or utility paid for by the Corporation). The amount of such surcharge shall be an amount that the Board in its absolute discretion determines represents the value or cost of the excess use by the Unit Occupant(s) of the Unit in question of any Corporation provided service, facility or utility owing exclusively by the said Unit Owner(s). Such surcharge shall be collected in accordance with Article 26 of this Declaration.
3. 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 may specify a time for payment by the Owner of the Unit. Said costs may be collected in accordance with Article 26 of this Declaration.
4. If any costs specified in this Declaration that are the obligation of a Unit Owner to pay are not paid when required by the Board, such costs shall collected in accordance with Article 26 of this Declaration.
5. 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 46.1 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.

6. 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 Owner of a Unit requesting such copies in the time specified by the Board, the said fee shall be collected in accordance with Article 26 of this Declaration.

Schedule “F”

EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS

None

Schedule “G”

CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A STANDARD
OR LEASEHOLD CONDOMINIUM CORPORATION)

(under clauses 5(8)(A) or (B) of Ontario Regulation 48/01 or under clause 8 (1) (e) or (h) of the
Condominium Act, 1998)

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.
