

(1) Registry Land Titles (2) Page 1 of 31 pages

(3) Property Identifier(s) Block 22363 - 0335 Property 0335 Additional: See Schedule

(4) Nature of Document
DECLARATION REGISTERED UNDER SECTION 2 OF THE CONDOMINIUM ACT, 1998

(5) Consideration
 TWO ----- Dollars \$ 2,00

(6) Description
 LOTS 66, 67, 68 & 69 PLAN 707, BEING PARTS 1, 2 & 3 ON 58R20552; SUBJECT TO AN EASEMENT OVER PARTS 1, 2 & 3 ON 58R20552 AS IN WR1167922; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 ON 58R20552 AS IN WR1179112; CITY OF WATERLOO

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Additional Parties Other

(8) This Document provides as follows:
DECLARATION REGISTERED UNDER SECTION 2 OF THE CONDOMINIUM ACT, 1998


(9) This Document relates to instrument number(s) Continued on Schedule

Number WR1214423
CERTIFICATE OF RECEIPT
 SEPTEMBER 30, 2019 9:46
 Waterloo
 No. 58
 Kitchener Land Registrar



New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

(10) Party(ies) (Set out Status or Interest)
 Name(s) Signature(s) Date of Signature
 Y M D
INS. (SAGE 10) DEVELOPMENTS INC. (APPLICANT)
 BY ITS SOLICITOR JEFF LEVY
 Per: 
 Name: Jeff Levy
 Title: Partner
 Date of Signature: 2019 08 19

(11) Address for Service
44 Peter Street, St. Clements, Ontario N0B 2M0

(12) Party(ies) (Set out Status or Interest)
 Name(s) Signature(s) Date of Signature
 Y M D

(13) Address for Service
**257 Hemlock Street
 Waterloo, Ontario, N2L 3R4**

(14) Municipal Address of Property
**Levy Zavet PC, Lawyers
 Jeff Levy
 202-315 Eglinton Ave. W.,
 Toronto, ON, M5N 1A1**

(15) Document Prepared by:
**Levy Zavet PC, Lawyers
 Jeff Levy
 202-315 Eglinton Ave. W.,
 Toronto, ON, M5N 1A1**

(16) Party(ies) (Set out Status or Interest)
 Name(s) Signature(s) Date of Signature
 Y M D

(17) Address for Service
44 Peter Street, St. Clements, Ontario N0B 2M0

(18) Party(ies) (Set out Status or Interest)
 Name(s) Signature(s) Date of Signature
 Y M D

(19) Address for Service
44 Peter Street, St. Clements, Ontario N0B 2M0

(20) Party(ies) (Set out Status or Interest)
 Name(s) Signature(s) Date of Signature
 Y M D

FOR OFFICE USE ONLY		FOR OFFICE USE ONLY	
Registration Fee	167 UNITS	Fees and Tax	75.15
	5.00EA		835.00
Total			910.15

DECLARATION

THIS **DECLARATION** (hereinafter called the "Declaration") is made and executed pursuant to the provisions of the *Condominium Act*, 1998, R.S.O. 1998, C.19, and the Regulations thereunder, as amended from time to time (collectively referred to as the "Act") by:

In8 (Sage 10) Developments Inc. ("Sage 10")
(hereinafter called the "Declarant")

WHEREAS:

- A. The Declarant is the Owner in fee simple of certain lands and premises called Sage 10 situate at 257 Hemlock Street, in the City of Waterloo, in the Province of Ontario and being more particularly described in Schedule "A" annexed hereto and in the description submitted herewith by the Declarant (hereinafter called the "Description") for registration in accordance with the Act and which lands are sometimes referred to as the "Lands" or the "Property";
- B. The Declarant has constructed one mid-rise building upon the said lands containing 137 Residential Units and 30 Parking Units, as more particularly described in this Declaration; and
- C. The Declarant intends that the Property together with the building constructed thereon shall be governed by the Act and that the registration of this Declaration and the Description will create a Standard Condominium Corporation.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE I INTRODUCTORY

1.1 Definitions

The terms used in the Declaration shall have the meanings ascribed to them in the Act unless this Declaration specifies otherwise or unless the context otherwise requires and in particular:

- (a) "Board" means the Corporation's Board of Directors governed by the Act;
- (b) "Building" means the Property and buildings located on 257 Hemlock Street, Waterloo containing 137 Residential Units;
- (c) "By-laws" means the by-laws of the Corporation enacted from time to time;
- (d) "Common Elements" means all the Property, except the Units and balconies/private patio(s);
- (e) "Corporation" or "Condominium" or "Sage 10" means the freehold condominium that is a standard condominium corporation created by the registration of this Declaration and Description;
- (f) "Mechanical and Electrical Rooms" means separate units of the common elements registered in the description for the mechanical rooms;
- (g) "Municipality" means the City of Waterloo and/or the Regional Municipality of Waterloo;
- (h) "Owner" means the owner or owners of the freehold estate(s) in a Residential Unit, but does not include a mortgagee unless in possession;
- (i) "Parking Units" means 30 parking units on Level 1, owned by Owners of Residential Units in the condominium;
- (j) "Project" or "Building" means the comprehensive development known as "Sage 10" at 257 Hemlock Street, Waterloo, Ontario;
- (k) "Property" means the lands and premises on LOTS 66, 67, 68 & 69 PLAN 707, BEING PARTS 1, 2 & 3 ON 58R20552; SUBJECT TO AN EASEMENT OVER PARTS 1, 2 & 3 ON 58R20552 AS IN WR1167922; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 ON 58R20552 AS IN WR1179112; CITY OF WATERLOO, the Regional Municipality of Waterloo, registered in the Land Titles Division of Waterloo (LRO No. 58) in the Province of Ontario on which the condominium is situate shall be municipally known as 257 Hemlock Street, Waterloo, Ontario N2L 3R4;
- (l) "Residential Unit(s)" means 137 residential premises in the Building on levels 1 to 6, all of which are stated in paragraph 4.2 (a) hereof;
- (m) "Rules" means the rules passed by the Board in accordance with the provisions of the Act;
- (n) "Service Units" means the Elevator Shafts and Rooms, Mechanical and Electrical Rooms, Janitor and Storage Closets, Loading/Holding and Garbage Rooms, Heating, Cooling and Ventilation Rooms, all of which shall ultimately be shared and used by or on behalf of the owners of the condominium for the maintenance and operation of all mechanical, electrical, utility, site servicing and/or ancillary systems.

(o) "Unit(s)" means part or parts of the Property included in the description and designated as a unit by the description, and comprises the space enclosed by its boundaries and all the material parts of the land within the space in accordance with the declaration and the description. For greater certainty, the definition of "Unit" relating to the duties to repair and maintain under Sections 89, 90, and 91 of the Act and pursuant to this Declaration shall extend to all improvements therein made by the Declarant in accordance with its architectural and structural plan, notwithstanding that some of such improvements may be made after registration of the Declaration.

1.2 Act Governs the Lands

The Lands described in Schedule "A" annexed hereto and in the Description together with all interests appurtenant to the Lands are governed by the Act.

1.3 Standard Condominium

The registration of this Declaration and the Description will create a freehold condominium corporation that constitutes a standard condominium corporation.

1.4 Consent of Encumbrances

The consent of every person or corporation having a registered mortgage against the Property or interests appurtenant thereto is contained in Schedule "B" attached hereto.

1.5 Boundaries of Units and Monuments

The monuments controlling the extent of the Units are the physical surfaces mentioned in the boundaries of Units in Description.

The final boundaries of the Condominium shall be defined precisely on a Reference Plan of Survey deposited in the Land Titles Division of the Land Registry Office of Waterloo prior to the Condominium Registration. The Declarant shall at its own discretion, determine the final Condominium boundaries as well as enter into agreements and accept and transfer appurtenant and servient easements to provide for access and to facilitate the servicing of this Condominium and the adjacent lands, if any.

Notwithstanding the foregoing, the Unit includes any wires, ducts, cables, conduits, vents, or pipes which serve only that Unit whether within or outside the boundaries of the Unit. And, any wires, ducts, cables, conduits, vents or pipes which serve any other Unit or Units or Common Element which intrude into or pass through the Unit are not a part of the Unit. Any of the aforementioned wires, ducts, cables, conduit, vents or pipes which serve more than one Unit are Common Elements.

Notwithstanding the boundaries set out in Schedule "C" annexed hereto, the following shall apply:

(a) Residential Units

- (i) Each Residential Unit shall include all pipes, wires, cables, conduits, ducts and mechanical and similar apparatus, including, but not limited to, the heating, air conditioning and ventilation equipment and appurtenant fixtures attached thereto, and any gas fireplace and appurtenant fixtures attached thereto, all of which provide a service or utility to that particular Unit only.
- (ii) Each Residential Unit shall exclude all concrete, concrete block or masonry portions of load bearing walls, columns, floor slabs, exterior doors, door frames, windows and window frames, and any pipe, wire, cable, conduit, duct, shaft and mechanical or similar apparatus which is situate within the Unit boundaries described in Schedule "C" and which provide a service or utility to another Unit or the Common Elements.

(b) Parking Units

Except for electric car charging stations or power outlets servicing that Parking Unit, each Parking Unit shall exclude all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hoses, sprinklers, lighting fixtures, air-conditioning or heating equipment appurtenant thereto which provide any service to the Common Elements or other Units including all wall structures and support columns and beams as well as additional floor surfacing (membranes and coatings included) which may be located within any Parking Unit.

(c) Service Units

The Service Units shall include all pipes, wires, cables, conduits, ducts, shafts and any mechanical or electrical installation or equipment which provide a service or utility to that particular Unit only and the exterior ducts and door frames.

1.6 Common Interest and Common Expenses

Each Owner shall have an undivided interest in the Common Elements as a tenant common with all other Owners in the proportions set forth opposite each unit number in Schedule "D" attached hereto and shall contribute to the common expenses in the proportion set forth opposite each unit number in Schedules "D" attached hereto. The total of the proportions of the common interests and proportionate contribution to common expenses shall each be one hundred (100%) percent.

1.7 Address for Service, Municipal Address and Mailing Address of the Corporation

The Corporation's municipal address is 257 Hemlock Street, Waterloo, Ontario, N2L 3R4 and its address for service and its mailing address shall be 257 Hemlock Street, Waterloo, Ontario, N2L 3R4 or such other address as the Corporation may by resolution determine.

1.8 Approval Authority Requirements

At the current time, there are no conditions imposed by the approval authority to be included in this Declaration which have not been dealt with.

1.9 Architect/Engineer Certificates

The certificate(s) of the Declarant's Architect and/or Engineer confirming that all buildings on the Property have been constructed in accordance with the Regulations made under the Act, is contained in Schedule "G" attached hereto.

1.10 Bed Count and Floor Area Restrictions

With the exception of the bedrooms referenced in Schedule "N", no floor area in a Residential Unit shall be used as a bedroom or converted to a bedroom without the written consent of the City of Waterloo or requisite municipality.

ARTICLE II.
COMMON EXPENSES

2.1 Specification of Common Expenses

The common expenses shall comprise the expenses of the performance of the objects and duties of the Corporation and such other expenses, costs and sums of money incurred by or on behalf of the Corporation that are specifically designated as (or collectable as) common expenses pursuant to the provisions of the Act and/or this Declaration, and without limiting the generality of the foregoing, shall include the specific expenses set out in Schedule "E" attached hereto.

2.2 Payment of Common Expenses

- (a) Each Owner shall pay to the Corporation his or her proportionate share of the common expenses and the assessment and collection of contributions toward common expenses may be regulated by the Board pursuant to the By-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any By-laws or Rules in force from time to time by any Owner, or by members of his or her family and/or their respective tenants, invitees or licensees shall be borne and paid for by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses;
- (b) The provision and consumption of Hydro Electricity to each Residential Unit shall be separately metered and not included as part of the common expenses for all Units;
- (c) The provision and consumption of Water shall be bulk metered and included as part of the common expenses for all Units;
- (d) The provision and consumption of Gas supply shall be bulk metered for each Unit; and included in the common expenses.
- (e) All Units shall be responsible for their own provision and consumption of cable television, telephone, internet and all other communication, entertainment and information services and therefore shall not be included in the common expenses, unless supplied in bulk under contract by the Corporation or as assumed by the Corporation from the Declarant.

2.3 Garbage Collection and Disposal

The Condominium Corporation shall be responsible for the collection, storage and disposal of garbage, recycling and composting materials. Therefore, owners are advised that in addition to their contribution to the condominium's cost of garbage sorting and handling as set out in the budget, owners may become responsible to the Municipality for further fees for the Municipality's collection of garbage under the aforesaid program and in the event that the Municipality bills the condominium corporation for these fees, then the owners shall be responsible to the condominium corporation for their respective proportion for these fees. However, such services may possibly be provided in the future by the Municipality.

2.4 Reserve Fund

- (a) The Corporation shall establish and maintain one or more Reserve Funds and shall collect from the Owners as part of their contribution towards the common expenses, all amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation all in accordance with provisions of the Act; and

- (b) No part of any Reserve Fund shall be used except for the purpose for which the fund was established. The Reserve Fund(s) shall constitute an asset of the Corporation and shall not be distributed to any Owner(s) except on termination of the Corporation in accordance with the provisions of the Act.

2.5 Status Certificate

The Corporation shall provide a status certificate to any requesting party (upon submission of a written request) and who has paid (in advance) the applicable fees charged by the Corporation for providing same within ten (10) days of the request, in accordance with the provisions of the Act, together with all accompanying documentation and information prescribed by the Act. The Corporation shall forthwith provide the Declarant (and/or any purchaser, transferee or mortgagee of a Unit from the Declarant) with a status certificate and all such accompanying documentation and information, as may be requested from time to time by or on behalf of the Declarant (or by any such purchaser, transferee or mortgagee) in connection with the Declarant's sale, transfer or mortgage of any Unit(s), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

ARTICLE III COMMON ELEMENTS

3.1 Use of Common Elements

Subject to the provisions of the Act, this Declaration, the By-laws and any Rules, each Owner and their residents, including their family members, guests, visitors, tenants, licensees or invitees to his or her Unit has the full use, occupancy and enjoyment of the whole or any parts of the Common Elements, except as herein otherwise provided.

The Condominium includes permanent common elements as follows: on level 1 a study room, mail room, garage room, gym, bicycle storage room, two vestibules, elevator and elevator shaft, lounge, washroom, janitor's closet, storage closet from within the lounge, mechanical room, electrical room, staircases and visitor parking spaces; on levels 2 to 6 an elevator and elevator shaft, staircases, electrical room and garbage chute; on the rooftop level 7 an elevator, elevator shaft and elevator lobby, vestibule, mechanical room, staircases and a roof top terrace.

However, save and except as expressly provided or contemplated in this Declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on, within any unit or upon any portion of the Common Elements that:

- (a) will result in a contravention of any term or provision set out in the Act, this Declaration, the By-laws and Rules of the Corporation;
- (b) is likely to damage the property or assets of the Condominium, injure any person, or impair the structural integrity of any Unit or Common Element area;
- (c) will unreasonably interfere with the use and enjoyment by other Owners or the Common Elements;
- (d) will result in a commercialization or commercial operation of the Common Element or give rise to use by the general public; or
- (e) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy.

No one shall, by any conduct or activity undertaken in or upon any part of the Common Elements, including but not limited to, access lanes, sanitary, storm and water services and open space/amenity areas, if any, to impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to this Declaration, the Act, any By-law and/or the Rules.

No one shall, by any conduct or activity undertaken in or upon any part of the Lands, impede, hinder, obstruct or restrict any rights-of-way or rights in the nature of easements pertaining to the Lands for vehicular and pedestrian ingress and egress, the use of loading bays, and other applicable service areas, if any, uninterrupted and unimpeded rights to air flow, emergency egress to stairwells, the maintenance and repair of utilities, services and buildings, rights-of-support and temporary construction, which said rights-of-way or rights in the nature of easements may be more particularly described by parts on a reference plan.

There shall be no separate charge for the use of the Common Elements to the Condominium Corporation, Owners and their residents, family members, guests, visitors, tenants, licensees or invitees to his or her Unit, except for specified event reservations pre-arranged by Owners and/or their occupants for which the Condominium Corporation may collect a damage and security deposit, and recover any reasonable costs incurred by the Condominium Corporation such as clean up charges, security and/or staffing charges (including any overtime), and repair charges.

3.2 Exclusive Use Common Elements

Subject to the provisions of and compliance with the Act, this Declaration, the By-laws and Rules, the Owners of Unit(s) listed in Schedule "F" attached hereto shall have the exclusive use of those parts of the

Common Elements more particularly described in Schedule "F" which are respectively allocated to the Unit(s).

3.3 Restricted Access

- (a) Without the consent in writing of the Board, no Owner shall have the right of access to the Service Units and to those parts of the Common Elements used from time to time for the care, maintenance or operation of the Property or any part thereof as designated by the Board, from time to time;
- (b) No one shall be entitled to place or affix any matter or thing directly on top of any rooftop structure which encloses or houses the mechanical and chiller room, the elevator shafts, the stairwells, the cooling tower, the boiler room and/or the fresh air ducts;
- (c) This paragraph 3.3 shall not apply to any mortgagee holding mortgages on at least thirty percent (30%) of the Units who shall have a right of access for inspection upon forty-eight (48) hours notice to the Corporation or its property manager.

3.4 Modifications of Common Elements, Assets and Services

(a) General Prohibition

No owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which he or she has a duty to maintain in accordance with the provisions of this Declaration) without obtaining the prior written approval of the Board and having entered into an agreement with the Corporation in accordance with Section 98 of the Act.

(b) Non-Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may make a non-substantial addition, alteration, or improvement to the Common Elements, a non-substantial change in the assets of the Corporation or a non-substantial change in a service that the Corporation provides to the Owners in accordance with subsections 97 (2) and (3) of the Act.

(c) Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may, by a vote of owners who own at least sixty-six and two thirds (66 2/3%) percent of the Units, make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Corporation or a substantial change in a service the Corporation provides to the Owner in accordance with sections 97 (4), (5) and (6) of the Act.

3.5 Declarant Rights

Notwithstanding anything provided in this Declaration to the contrary, and notwithstanding any Rules or By-laws of the Corporation hereafter passed or enacted to the contrary, it is expressly stipulated and declared that:

- (a) the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the Common Elements, for the purposes of implementing, operating and/or administering the Declarant's marketing, sale, construction and/or customer-service program(s) with respect to any unsold units in this Condominium, from time to time;
- (b) the Declarant and its authorized agents or representatives shall be entitled to erect and maintain signs and displays for marketing/sale purposes, as well as model suites and one or more offices for marketing, sales, construction and/or customer-service purposes, upon any portion of the Common Elements, within or outside any unsold Units, at such locations and having such dimensions as the Declarant may determine in its sole and unfettered discretion, all without any charge to the Declarant for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to the Declarant's marketing/sales/construction/customer service office(s) and said model suites; and
- (c) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access, use and egress of the Declarant and its authorized agents, representative and/or invitees over the common element areas of this Condominium and of any unsold Units of the Declarant;

until such time as all of the Units in this Condominium have been transferred by the Declarant.

3.6 Pets

No animal, livestock or fowl, other than those household domestic pets are permitted to be on or about the Common Elements, including the exclusive use units, balcony, terrace and/or patio, or the common elements, except for ingress to and egress from a Unit and no breeding of animals for sale shall be carried on, in or around any unit. All dogs and cats must be kept under personal supervision and control and held

by leash or in a carrier at all times during ingress and egress from a Unit and while on the Common Elements. Any pet deemed by the Board of Directors to be a nuisance or dangerous to anyone, may be ordered to be removed from the Condominium and Condominium unit by whatever legal means are available, the cost of which shall be added to the owner's common expenses and collected by the condominium as provided in this Declaration or by the By-laws or pursuant to the Act. Notwithstanding the generality of the foregoing, no pet or pets deemed by the Board, in their sole and absolute discretion, to be an attack animal or otherwise danger or nuisance to the residents of the Corporation, is permitted to be on or about the Common Elements. The decision of the Board is final and binding on the Owners.

ARTICLE IV UNITS

4.1 General Use

The occupation and use of the Units shall be in accordance with the following restrictions and stipulations:

- (a) No Unit shall be occupied or used by an Owner or anyone else, in such a manner as is likely to damage or injure any person or property including any other Units or any portion of the Common Elements or in a manner that will impair the structural integrity, either patently or latently, of the Units and/or Common Elements, or in a manner that will unreasonably interfere with the use or enjoyment by other owners of the Common Elements or their respective Units, or that may result in the cancellation or threat of cancellation of any insurance policy referred to in this Declaration, or that may increase any insurance premiums with respect thereto, or in such a manner as to lead to a breach by an Owner or by the Corporation of any provisions of this Declaration, the By-laws, and/or any agreement authorized by by-law. If the use made by an Owner of a Unit, other than the Declarant, except as is contemplated in this Declaration or in the By-laws, or in any agreement authorized by By-law causes injury to any person or causes latent or patent damage to any Unit or to any part of the Common Elements, or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being canceled, then such Owner shall be personally liable to pay and/or fully reimburse the Corporation for all costs incurred in the rectification of the aforesaid damages, and for such increased portion of the insurance premiums so payable by the Corporation (as a result of such Owner's use) and such Owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such owner's breach of the foregoing provisions of this subparagraph and such Owner shall pay with his or her next monthly contribution towards the Common Expenses after receipt of a notice from the Corporation, all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards Common Expenses and recoverable as such;
- (b) The Owner shall comply, and shall require all members of his or her family, occupants, tenants, invitees, agents, contractors and licensees to comply with the Act, the Declaration, the by-laws, and all agreements authorized by by-law and the rules;
- (c) No change shall be made in the colour of any exterior glass, window, door or screen of any Unit except with the prior written consent of the Board. Each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the building, nor shall an Owner grow any type of plant, shrubbery, flower, vine or grass, or install any planters or outdoor flooring and carpeting outside his or her Unit or in any balcony, terrace or patio, exclusive use or not, except with the prior written consent of the Board, and further, when approved, subject to the rules. All shades or other window coverings shall be white when visible from the exterior in order to present a uniform appearance to the exterior of the building. No clothesline or similar device shall be allowed on any portion of the Property nor shall clothes or other laundry be hung anywhere on the Property, except with the prior written consent of the Board, and further, when approved, subject to the rules;
- (d) No exterior aerial, antenna or satellite dish shall be placed on the Property, including Units and Common Elements, unless the Board consents in writing to the said antenna, aerial or satellite dish which consent may be arbitrarily withheld;
- (e) Owners and their family, occupants, tenants, invitees and licensees of their Unit including future purchasers thereof are advised and to be advised on all offers of purchase and sale and/or rental agreements for all dwelling Units that sound levels due to the mechanical equipment associated with the adjacent building may occasionally interfere with some activities of the dwelling occupants as the sound level exceeds the sound level limits of the Ministry of the Environment, Conservation and Parks; and
- (f) Owners and their family, occupants, tenants, invitees and licensees of their Unit including future purchasers thereof are advised and to be advised on all offers of purchase and sale and/or rental agreements that their dwelling Unit has been designed with the provision for adding central air conditioning at the occupant's discretion. Installation of central air conditioning by the occupants 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 Municipality and Ministry of the Environment, Conservation and Parks.

4.2 Residential Units

- (a) Each Residential Unit shall be occupied and used in accordance with the applicable zoning by-laws pertaining to the Property and for no other purpose whatsoever. The number of individuals who may

occupy a Residential Unit shall be the same as the number permitted by the local municipal by-laws from time to time. The foregoing shall not prevent the Declarant from completing the building and all improvements to the Property, maintaining Units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs for marketing/sales/leasing purposes upon the Common Elements, and within or outside any unsold Unit, until all Units in the Project have been conveyed by the Declarant, or its related companies;

- (b) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the inside or outside of any Unit, except for signs marketing the Property or the Corporation or Units contained therein by the Declarant and/or its related companies;
- (c) In the event the Board determines, in its sole discretion, acting reasonably, that any noise, vibration, odour or offensive action is being transmitted to another Unit and that such noise, odour or offensive action is an annoyance and/or a nuisance and/or disruptive (regardless of whether that Unit is adjacent to or wherever situated in relation to the offending Unit), then the Owner of such Unit shall at his or her own expense take such steps as shall be necessary to abate such noise, odour or offensive action to the satisfaction of the Board. In the event the Owner of such Unit fails to abate the noise, vibration, odour or offensive action, the Board shall take such steps as shall be necessary to abate the noise, vibration, odour or offensive action and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, vibration, odour or offensive action, which expenses are to include reasonable solicitor's fees on a solicitor and his or her own client basis;
- (d) No Owner of a Unit shall make any change, addition, modification or alteration, except for any change, addition, modification or alteration which is solely decorative in nature, in or to his or her Unit without the prior written consent of the Board, which consent shall be in the sole and unfettered discretion of the Board and may be subject to such conditions as may be determined by the Board;
- (e) For the purpose of this subparagraph, "Vertical/Horizontal Party Wall" means a vertical or horizontal wall constructed along the boundary between two (2) Residential Units shown in the Description as a vertical plane. Where and to the extent that concrete, concrete block or masonry portions of walls/floors/ceilings or columns located within the Residential Unit are not load-bearing walls or columns, and contain no service conduits that service any other Unit or the Common Elements, an Owner may, with prior written consent of the Board which may attach any reasonable condition to its consent, including obtaining the approval of the insurer of the Property and the Owner's written agreement to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims, and/or liabilities which the Corporation may suffer or incur as a result of or in connection with such work:
- (i) erect, remove or alter any internal walls or partitions within his or her Residential Unit;
 - (ii) where he/she is the Owner of two (2) or more adjoining Residential Units, erect, remove or alter along all or part of those portions of the vertical or horizontal boundaries of each of such adjoining Residential Units shown in the Description as a line or plane, any Vertical/Horizontal Party Wall between his or her Residential Unit and such adjoining Residential Unit, or any soundproofing or insulating material on his or her Residential Unit side of such Vertical/Horizontal Party Wall;
- (f) Prior to performing any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall lodge with the Board the drawings and specifications detailing the location, materials and method of construction and installation of such work, together with a certificate addressed to the Corporation from a duly qualified architect and/or structural engineer certifying that if the work is carried out in accordance with the drawings and data so lodged with the Board, the structural integrity of the Common Elements will not be impaired and such work will not interfere with or impair any structure where there is functioning or operating machinery and equipment which is part of the Common Elements;
- (g) All work performed under subparagraph (f) above will be carried out in accordance with:
- (i) the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances;
 - (ii) the provisions of the By-Laws of the Corporation and the conditions, if any, of approval by the Board; and
 - (iii) the drawings, specifications and data lodged with the Board.
- (h) Forthwith following the completion of any work which an Owner is entitled to perform pursuant to subparagraph (f) above, the Owner shall deliver a further certificate from the said architect and/or engineer, or such other architect and/or engineer as may be acceptable to the Board, certifying that the work has in fact been completed in accordance with the drawings and data previously lodged with the Board, the structural integrity of the Common Elements has not been impaired, and that such work has not interfered with or impaired any structure or the functioning or operation of any machinery and equipment which is part of the Common Elements; or failing such certifications, specifying in reasonable detail the reasons why such certification cannot be made;
- (i) Notwithstanding the removal of the whole or any portion of any demising or partition wall or floor/ceiling as aforesaid, the adjoining Residential Units thereto shall still constitute two separate

Residential Units, as illustrated in the Description and all obligations of the Owner(s) of the said two adjoining Residential Units, whether arising under the Act, the Declaration, the By-Laws or the rules of the Condominium, shall remain unchanged;

4.3

Parking Units

- (a) In accordance with the applicable zoning by-law and approved site plan the Condominium shall have 38 motor vehicle parking spaces, of which there shall be 30 Parking Units for the Owners of the Residential Units and 8 common element residential Visitor Parking spaces for the life of the Condominium, which shall not change without the consent of the City of Waterloo or the then requisite municipality.
- (b) Each Parking Unit shall be used and occupied only for the parking of the owner's motor vehicle as may be from time to time defined in the Rules of the Corporation, and not part of a commercial parking operation. It shall be the responsibility of the Unit Owners to ensure that their vehicles can be properly operated and/or parked in their Parking Unit;
- (c) The maintenance and repair of the Parking Units, except for any electrical car charging stations or outlets within the Parking Unit, is paid by the Condominium and shared by the Owners of the Parking Units through their proportionate share of the common expenses;
- (d) The Owners of Parking Units shall not park more than one motor vehicle within the boundaries of the Parking Unit. Each Owner shall maintain his or her parking unit in a clean condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of Parking Units;
- (e) Owners may park only within their own Parking Units and no Owner may park a motor vehicle on any part of the common elements;
- (f) No parking unit will be owned by a non-owner of a Residential Units and not all owners of Residential Units may be able to purchase a Parking Unit. Owners may only park in the parking unit purchased by each owner;
- (g) Two of the eight common element visitor parking spaces on Level 1 are barrier free parking spaces and shall be designated as handicapped parking spaces and the following shall apply to such handicapped parking spaces:
 - (i) At any time that a handicapped or disabled driver, as defined pursuant to the provisions of the Highway Traffic Act R.S.O. 1990 c. H. 8, purchases or leases a parking unit which is not designated as handicapped, and provides notice to the Corporation in writing requesting the use of a handicapped parking unit, the user or any person occupying a handicapped parking unit, provided that user is not handicapped, shall upon notice from the Corporation exchange with the handicapped person the right to occupy the handicapped parking unit with the parking unit that the handicapped person had the right to occupy.
 - (ii) Such exchange of right to uses shall continue until the earlier of (i) the handicapped person ceases to be handicapped; or (ii) the handicapped person ceases to have the right to occupy a Parking Unit.
 - (iii) No rent, fees, charges or costs whatsoever shall be charged by the owner, occupant, or the Corporation in connection with above noted procedure related to the exchange of such Units.
- (h) Following the 2nd anniversary date of the registration of this Declaration, the Corporation shall accept from the Declarant for consideration any Parking Unit(s) which the Declarant may want to convey to the Corporation provided there are no outstanding common expenses relating to such Parking Unit(s) owned by the Declarant and title to such Parking Unit(s) is/are free from any mortgage. The Declarant shall be responsible for all reasonable legal fees relating to the conveyance(s). Following such conveyance(s), the Declarant shall be released and discharged from all liabilities and obligations to the Corporation and/or the Owner(s) in respect of such Parking Unit(s). The Corporation shall execute and deliver without delay any documentation as may be required to facilitate any such conveyance(s) to the Corporation and irrevocably authorizes and directs the Declarant's solicitors to act as the solicitors for the Corporation for the purpose of executing such documentation, including the land transfer tax documentation/statements in respect of such conveyance(s) to the Corporation whether or not in electronic form.

4.4

Visitor Parking

In accordance with the applicable zoning by-law and approved site plan the Condominium shall have 8 Visitor Parking spaces on Level 1, two of which are barrier free parking spaces designated handicapped parking spaces, and being the minimum number of such spaces required.

The Visitor Parking spaces are part of the Condominium's common elements and shall be maintained by the Corporation, including ensuring proper signage of the Visitor Parking spaces and the barrier free parking spaces as handicapped parking spaces on or adjacent to the spaces.

The number of visitor and barrier free parking spaces shall not be amended hereto without the consent of the City of Waterloo or the then requisite municipality.

4.5 Bicycle Room

In accordance with the applicable zoning by-law and approved site plan, the Condominium has one Bicycle Storage Room on Level 1 with 35 indoor bicycle stalls and 5 outdoor bicycle stalls, that are part of the Condominium's common elements and shall be for the use and enjoyment of Owners under the following terms and conditions:

- (a) Each Bicycle stall shall only be used for the storage of bicycles;
- (b) The use of the Common Element Bicycle Storage Room as bicycle spaces shall not be amended without the consent of the City of Waterloo;
- (c) Owners, occupants and tenants are advised that Bicycle stalls are not climate controlled, may not be heated or cooled and that temperatures and humidity levels in the Bicycle Room may reach extreme levels. Owners, occupants and tenants shall not seek any damages from the Corporation or the manager as a result of any damage to any items stored in the Bicycle Room resulting from the temperature or humidity level of any Bicycle stall;
- (d) The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any Bicycle stall which right shall continue until such time as all the Residential Units have been conveyed;

4.6 Amenity Recreational Space

The Declarant proposes to build one lounge amenity room, one gymnasium/fitness amenity room, one bicycle storage amenity room, one washroom, one mail room, one study amenity room, and two vestibules on level 1, as well as one rooftop terrace amenity area and one elevator lobby on level 7, (collectively the "Amenity Units") for use and enjoyment by owners and residents of the units. The Declarant is not obligated to furnish the aforesaid Amenity Units, but same shall be provided by the Corporation.

4.7 Service Units

The Service Units shall be used only for the purpose of housing the respective servicing installations, utility systems, storm or sanitary systems, telephone systems, television systems, computer monitoring equipment and systems, municipal and/or private hydro meters, transformers, generators, municipal and/or private water meters and gas meters, sump pumps, fire protection and sprinklers systems and enunciator panel and various other mechanical, electrical, electronic and/or computer systems and equipment contained therein, including without limitation, heating and air conditioning equipment and cooling towers, together with any ancillary equipment or supplies appurtenant thereto servicing and benefiting the Condominium for the purpose of operating, maintaining and repairing such installations systems and equipment. The purposes of the various Service Units are as follows:

- (a) The Mechanical and Electrical Rooms, Janitor and Storage Closets are located on the ground Level 1, and/or on the rooftop Level 7 of the Condominium and shall contain incoming electrical, water, gas and other services and high voltage switch gear which will be used to provide utilities and monitor electricity for the Building together with mechanical systems.
- (b) The Passenger Elevator consist of one (1) elevator bank that will provide access from Level 1 to and from the rooftop Level 7 located in the Building.

4.8 Barbecues

Only barbecues fueled by a natural gas line and system of the Building will be permitted on any balcony, terrace, and/or patio of the Building, otherwise no barbecues or other cooking devices shall be permitted on any balcony, terrace and/or patio.

4.9 Leasing of Residential Units and Notification of Lease:

- (a) Where an Owner leases his or her Unit, the Owner shall within five (5) days of entering into a lease or any tenancy agreement:
 - (i) notify the Corporation that the Unit is rented or leased;
 - (ii) provide the Corporation with the lessee's name, the Owner's address, a copy of the lease or renewal or a summary of it in accordance with a Summary of Lease or Renewal Form as prescribed by the Act;
 - (iii) provide the lessee with a copy of the Declaration, By-laws and Rules of the Corporation;
- (b) If a lease of the Unit is terminated and not renewed, the Owner shall notify the Corporation in writing;
- (c) No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the Owner is in default of payment of common expenses, in which case the tenant shall deduct, from the rent payable to the Owner, the Owner's share of the common expenses and shall pay the same to the Corporation;

- (d) An Owner leasing his or her Unit shall not be relieved thereby from any of his or her obligations with respect to the Unit, which shall be joint and several with his or her tenant.

4.11 Window Coverings and Blinds

It shall be a provision and owner's covenant of this Declaration that each owner in the condominium shall install only white roller shades on the windows of their Respective Residential Units to maintain uniformity from the outside of the Condominium building. In the event that an Owner does not follow the within covenant, the Condominium Corporation, after providing 7 days written notice to the Owner to cure any breach herein, and at its sole option, may enter the unit without such entry being trespass and remove the blinds and/or may fine the Owner the sum of fifty dollars (\$50.00) per day after notice of this infraction is given to the owner for each day that the Owner leaves the improper blinds on the window to the Unit, all costs being borne and paid by the Owner as part of the Owner's common expense fees. The decision of the Condominium shall be final and may not be appealed.

ARTICLE V MAINTENANCE AND REPAIRS

5.1 Repairs and Maintenance by Owner

- (a) Each Owner shall maintain his or her Residential Unit, and subject to the provisions of this Declaration, each Owner shall repair his or her Unit after damage, all at his or her own expense. Without limiting the generality of the foregoing, each Owner shall maintain:
- (i) the interior surface of doors which provide the means of ingress and egress from his or her Unit and repair damage to those doors caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to his or her Unit;
 - (ii) the interior surface of all windows in Residential Units and interior and exterior surfaces of all windows and window sills contiguous to his or her Unit and which are accessible by the balcony, terrace and/or patio together with the balcony, terrace and/or patio which has been designated as an exclusive use area in respect of such Unit; and shall be responsible for the costs incurred by the Corporation to repair damage to those windows caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to the Unit;
 - (iii) all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus, that supply any service to his or her Unit only;
 - (iv) all exhaust fans and fan motors located in the kitchen and bathroom areas of the Unit or adjacent common elements and services the Unit;
 - (v) his or her Parking Unit's electrical car charging station and/or outlet and keep the Parking Unit in a clean and neat condition, notwithstanding that the Corporation may make provision in its annual budget for the cleaning of said Units;
 - (vi) his or her Bicycle storage space in a clean and neat condition;
 - (vii) the exclusive use terrace, balcony or patio to which his or her Unit has exclusive use in a clean and neat condition; and
 - (viii) repair gas fireplaces, if any, within the Unit, provided that only persons certified to repair gas appliances shall be allowed to perform such services.
- (b) Each Owner shall repair and replace the heating, air conditioning and ventilation equipment, including thermostatic controls contained within and servicing his or her Unit only (to and including the shut-off valve whether same is installed or located within or beyond the boundaries of the Unit). Each Owner shall be liable for any damage to the unit and/or common elements due to the malfunction of such equipment caused by the act or omission of an Owner, his or her servants, agents, tenants, family or guests. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board.
- (c) The Corporation shall make any repairs that an Owner is obliged to make pursuant to paragraph 5.1 and does not make within a reasonable time, and in such an event, an Owner shall be deemed to have consented to having said repairs done by the Corporation, and an Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of eighteen (18%) per cent per annum. The Corporation may collect all such sums of money in such instalments as the Board may decide upon. The instalments shall form part of the monthly contributions towards the common expenses of such Owner, after the Corporation has given written notice thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.
- (d) Each Owner shall be responsible for and shall effect the cleaning and sweeping of any entryway, staircase, landing, deck, balcony, patio, or terrace area designated for the exclusive use or such Owner. Each Owner shall be responsible for and shall effect the clearing of snow and ice from the exclusive

use areas appurtenant to its respective Unit which may provide vehicular and pedestrian access from the Condominium's roadways to the entrances of its respective Unit. In no event shall any Owner discharge, dump, or pile snow onto the roadways to the entrances of its respective Unit. All expenses incurred within this subsection shall be in addition to and not form part of the common expenses. In no event shall any Owner discharge, dump or pile snow onto the roadways of the Condominium. Owners shall not permanently affixing planters, installing carpeting and other flooring to balconies or terraces, lights, or making any changes to or damaging any exclusive use common elements without the prior express written permission from the Board.

5.2 Responsibility of Owner for Damage

Each Owner shall be responsible for all damage to any and all other Units and to the Common Elements which is caused by the failure of the Owner, his or her residents, family members, guests, visitors, tenants, licensees or invitees to his or her Unit, to so maintain and repair his or her Unit and such parts of the Common Elements for which he/she is responsible, or caused by the negligence or willful misconduct of the Owner, his or her residents, tenants, licensees, or invitees, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

5.3 Repair and Maintenance by Corporation

(a) Save as otherwise specifically provided in this Declaration to the contrary, the Corporation shall maintain and repair after damage, the Common Elements and any common element areas set aside for the exclusive use of any owner. In order to maintain a uniformity of appearance throughout the Condominium, the Corporation's duty to maintain and repair shall extend to all exterior surfaces of doors which provide access to the units, exterior door frames, exterior window frames and all exterior window surfaces, and any exterior perimeter fences erected by the Declarant along the boundaries of the Property;

(b) The Corporation shall maintain and repair the Parking Units and the Common Elements at its expense and shall be responsible for the maintenance and repair of exclusive use Common Elements; however, the Corporation shall apportion the cost of such maintenance and repair to each unit owner as to its/his/her proportionate liability, and shall not be responsible for the maintenance and repair those parts of the aforesaid Units and Common Elements which are required to be maintained and repaired by the Owners pursuant to paragraph 5.1, which each owner agrees to pay for his/her proportionate share;

(c) Notwithstanding anything provided in paragraph 5.3(a) hereof to the contrary, it is understood and agreed that each Owner shall be responsible for the maintenance of all interior doors and interior surfaces including the windows and the exterior surfaces of windows in any exclusive use areas such as Balconies, Terraces and Patios, as well as maintaining the exclusive use areas such as Balconies, Terraces and Patios with respect to his or her Unit;

(d) Every Owner shall forthwith reimburse the Corporation for repairs to windows and doors serving his or her Unit, following damage to same caused by such Owner, or by his or her residents, tenants, invitees or licensees;

(e) The Corporation shall further maintain the heating, air conditioning and ventilation equipment, including thermostatic controls contained within and servicing a Unit, such maintenance to include regularly scheduled inspections of all such equipment. Such periodic maintenance shall also include the cleaning and replacement of air filters, however shall not include major repairs or replacement of such equipment. And all expenses incurred therefrom shall form part of the common expenses;

(f) Pursuant to the applicable zoning by-laws for property standards and approved site plan, including the site plan agreement registered on title to the Property as instrument number WR1108629, the Corporation shall arrange and pay for landscaping, watering, cutting fertilization and seeding from time to time of all landscaped, hardscaped and/or sodded areas on the Property and all expenses incurred therefrom shall form part of the common expenses. Provided however that each Unit Owner shall reimburse the Corporation for any sod and/or landscape replacement required as a result of his/her negligence or intentional misconduct or that of the residents, tenants, invitees or licensees of his Unit, or members of his family;

(g) The Corporation shall be responsible for the maintenance of all public sidewalks on or adjacent to the Property, and all private sidewalks, pathways, stairs, ramps, driveways, access routes and parking areas in a lit, clear, safe and snow free and ice free condition at all times in accordance with the approved salt management plan and the applicable property standards and zoning by-laws provided by the City of Waterloo or the then requisite municipality; and

(h) The Corporation agrees to preserve the function of and to maintain the acoustic barriers located upon the Property. The purpose of the barriers is to attenuate noise from the Building's heating, ventilation and air conditioning equipment. The Corporation agrees to repair or, if necessary, replace the acoustic barriers in accordance with the Ministry of the Environment and Climate Change's NPC-300 Guidelines or its successor.

ARTICLE VI.
INDEMNIFICATION

6.1 By the Owner

Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, his family, guests, visitors, invitees or tenants to or with respect to the Common Elements and/or all other Units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation for which full coverage is provided. All payments to be made by an Owner pursuant to this Article shall be deemed to be additional contributions toward common expenses payable by such Owner and shall be recoverable as such.

ARTICLE VII.
INSURANCE

7.1 By the Corporation

The Corporation shall obtain and maintain to the extent obtainable, at reasonable cost, the following insurance, in one or more policies;

(a) "All Risk" Insurance: Insurance against "all risks" (including fire and major perils as defined in the Act), as is generally available from commercial insurers in a standard "all risks" insurance policy and insurance against such other perils or events as the Board may from time to time deem advisable, insuring:

- (i) the Property and building, but excluding improvements made or acquired by an Owner; and
- (ii) all assets of the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the Owners.

in an amount equal to the full replacement cost of such real and personal property, and of the units and common elements, without deduction for depreciation. This insurance may be subject to a loss deductible clause as determined by the board from time to time, and which deductible shall be the responsibility of the Corporation in the event of a claim with respect to the units and/or the common elements (or any portion thereof), provided however that if an owner, tenant or other person residing in the unit with the knowledge or permission of the owner, through an act or omission causes damage to such owner's unit, or to any other unit(s), or to any portion of the common elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such owner's unit.

(b) Policy Provisions

Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear (with all mortgage endorsements subject to the provisions of the Act, this Declaration and the Insurance Trust Agreement) and shall contain the following provisions:

- (i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners, and the Owners' respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused by any one of the above;
- (ii) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the Corporation and to the Insurance Trustee;
- (iii) waivers of the insurer's obligation to repair, rebuild or replace the damaged property in the event that after damage the government of the Property is terminated pursuant to the Act;
- (iv) waivers of any defence based on co-insurance (other than a stated amount coinsurance clause); and
- (v) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.

(c) Public Liability Insurance: Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than TWO MILLION (\$2,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and

servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a Unit,

(b) Boiler, Machinery and Pressure Vessel Insurance
Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf of boilers, machinery, pressure vessels and motor vehicles to the extent required as the Board may from time to time deem advisable.

7.2

General Provisions

- (a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the Board may in writing, authorize any Owner, in writing, to adjust any loss to his or her Unit;
- (b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 7.2(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right;
- (c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the Record of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation;
- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act;
- (e) Where insurance proceeds are received by the Corporation or any other person rather than the Insurance Trustee, they shall be held in trust and applied for the same purposes as are specified otherwise in Article VIII; and
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and also upon the request of a mortgagee or mortgagees holding mortgages on fifty (50%) per cent or more of the Units and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the property and assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense.

7.3

By the Owner

- (a) It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, must be obtained and maintained by each Owner at such Owner's own expense:
- (i) Insurance on any improvements to a Unit to the extent same are not covered as part of the standard unit for the class of unit to which the Owner's Unit belongs by the insurance obtained and maintained by the Corporation and for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within the Unit and the personal property and chattels stored elsewhere on the Property, including automobiles, and for loss of use and occupancy of the Unit in the event of damage. Every such policy of insurance shall contain waiver(s) of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants, and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties;
 - (ii) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation;
 - (iii) Insurance covering the deductible on the Corporation's master insurance policy for which an owner may be responsible.
- (b) Owners are recommended to obtain, although it is not mandatory, insurance covering:
- (i) additional living expenses incurred by an Owner if forced to leave his or her residential Unit by one of the hazards protected against under the Corporation's policy;
 - (ii) special assessments levied by the Corporation and contingent insurance coverage in the event the Corporation's insurance is inadequate.

7.4 Indemnity Insurance for Directors and Officers of the Corporation

The Corporation shall obtain and maintain insurance for the benefit of all of the directors and officers of the Corporation, if such insurance is reasonably available, in order to indemnify them against the matters described in the Act, including any liability, cost, charge or expense incurred by them in the execution of their respective duties (hereinafter collectively referred to as the "Liabilities"), provided however that such insurance shall not indemnify any of the directors or officers against any of the Liabilities respectively incurred by them as a result of a breach of their duty to act honestly and in good faith, or in contravention of the provisions of the Act.

ARTICLE VIII DUTIES OF THE CORPORATION

8.1 In addition to any other duties or obligations of the Corporation set out elsewhere in this Declaration and/or specified in the by-laws of the Corporation, the Corporation shall have the following duties, namely:

- (a) To take all actions reasonably necessary as may be required to fulfill any of the Corporation's duties and obligations pursuant to this Declaration;
- (b) To not interfere with the supply of heat, hydro, water, gas and all other requisite utility services to be provided to the condominium or units so that same are fully functional and operable during normal or customary hours of use;
- (c) To operate, maintain and keep in good repair (or cause to be operated, maintained and/or repaired) as would a prudent owner of similar premises at all times, those parts of the Common Elements of this Condominium which service or benefit or constitute the Shared Facilities;
- (d) To ensure that no actions or steps are taken by or on behalf of the Corporation or by any unit owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property so as to enable the Declarant to construct and complete the Project;
- (e) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Unit Owner or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability to utilize portions of the Common Elements of the Condominium for its marketing/sale/construction/customer service programs in connection with any of the Condominium, as more particularly set out in the foregoing provisions of this Declaration;
- (f) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by a Unit Owner, or their respective tenants or invitees which would prohibit, limit or restrict the access to, egress from and/or use any easement or Service Units and any common elements enjoyed by the Condominium;
- (g) To execute forthwith upon the request of the Declarant following the transfer of title to any Units or Parking Units, such documents, releases and assurances as the Declarant may reasonably require in order to evidence and confirm the formal cessation of all the Declarant's liabilities and obligations as same relate to the Condominium and for which the Declarant was responsible for prior to the registration of the Condominium;
- (h) To enter into, abide by and comply with, the terms and provisions of any outstanding subdivision, condominium, site plan, development, utility, supply or provision of services or similar agreements (as well enter into a formal assumption agreement with the Municipality or other Governmental Authorities or utility and service providers relating thereto, if so required by Municipality or other Governmental Authorities or utility and service providers) and to enter into any cost-sharing agreements if so required by the Declarant, Corporation and/or the Condominium;
- (i) When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of *The Professional Engineers Act R.S.O. 1990*, as amended, or alternatively a certificate of practice within the meaning of *The Architects Act RSO. 1990*, as amended) to conduct a performance audit of the Common Elements on behalf of the Corporation, in accordance with the provisions of Section 44 of the Act and Section 12 of O.Reg. 48/01 (hereinafter referred to as the "Performance Audit") at any time between the 6th month and the 10th month following the registration of this Declaration, then the Corporation shall have a duty to:
 - i) permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "Performance Auditor") while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and
 - ii) permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so).

for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the mediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the end of the 11th month following the registration of this Declaration and the corresponding completion of the Performance Audit and the concomitant submission of the Performance Auditor's report to the Board and the Ontario New Home Warranties Plan Act ("ONHWPA") pursuant to Section 44(9) of the Act;

- (j) to take all reasonable steps to collect from each unit owner his or her proportionate share of the common expense and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each Unit in respect of which the owner has defaulted in the payment of common expenses;
- (k) to grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or internet or telephone or television operators, over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or internet or telephone or television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and internet and telephone and television service to each of the units in the Condominium, and if available, a co-generation energy system, and if so requested by the grantees of such easements, to enter into (and abide by the terms and provisions of) an agreement with the utility and/or internet and television suppliers pertaining to the provision of their services to the Condominium and for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing; and
- (l) to fully cooperate with the Declarant in order for the Declarant to fulfill its obligations pursuant to the Ontario New Home Warranties Plan Act, the regulations made pursuant thereto and all related directives and requirements, including without limitation, all Builder Bulletins (collectively the "ONHWPA"). The Corporation shall comply with all of its obligations pursuant to the ONHWPA and as required by the Tarion Warranty Corporation or its successor ("Tarion"), all without delay. The Corporation shall provide the Declarant and its contractors with reasonable access to the Property and the Buildings during regular business hours to complete any repairs mandated by the ONHWPA and Corporation shall forthwith and with charge execute and deliver all documentation required pursuant to the ONHWPA by Tarion and as required by the Declarant in order to commence, complete all documentation required by the Declarant in order to commence, complete and documents the processes and documentation required by Tarion and the ONHWPA.
- (m) to commission and acquire an annual risk assessment survey to monitor environmental matters, if any.

ARTICLE IX GENERAL MATTERS AND ADMINISTRATION

9.1 Rights of Entry to the Unit

- (a) The Corporation or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the Common Elements over which any Owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the Property or any part thereof or carrying out any duty imposed upon the Corporation;
- (b) The Corporation, its agents or any other person authorized by the Board, shall be entitled at such reasonable times to enter any Unit or any part of the common elements over which the owners of such units have the exclusive use at such reasonable time(s) to facilitate window washing. Owners shall not obstruct nor impede access to window washing anchors located within exclusive use Common Elements;
- (c) In case of an emergency, an agent of the Corporation may enter a Unit at any time and this provision constitutes notice to enter the Unit in accordance with the Act for the purpose of repairing the Unit, Common Elements, including any part of the Common Elements over which any Owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists;
- (d) If an Owner shall not be personally present to grant entry to his Unit, the corporation or its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care;
- (e) The Corporation shall retain a master key to all locks controlling entry into each Residential Unit. No Owner shall change any lock, or place any additional locks on the door(s) leading directly into his or her Residential Unit (nor on any doors within said Residential Unit), nor with respect to any door(s) leading to any part of the exclusive use common element areas appurtenant to such Owner's Residential Unit, without the prior written consent of the Board. Where such consent has been granted by the Board, said Owner shall forthwith provide the Corporation with keys to all new locks (as well as

keys to all additional locks) so installed, and all such new or additional locks shall be keyed to the Corporation's master key entry system;

(f) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-laws.

9.2 Invalidity

Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

9.3 Waiver

The failure to take action to enforce any provision contained in the Act, this Declaration, the By-laws or any other rules and regulations of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

9.4 Interpretation of Declaration

This Declaration shall be read with all changes of number and gender required by the context.


9.5 Headings

The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience and reference.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hands of its proper officer duly authorized in that behalf.

DATED at Toronto, this 30 day of July, 2019.

IN8 (SAGE 10) DEVELOPMENTS INC.

Per: 
Title: Darryl Firsten
I have authority to bind the Corporation.

SCHEDULE "A"

to the Declaration of In8 (Sage 10) Developments Inc.

Legally described as Lots 66, 67, 68 & 69 Plan 707, Being Parts 1, 2 & 3 On 58R20552; City of Waterloo, the Regional Municipality of Waterloo registered in the Land Titles Division of Waterloo (No. 58) in the Province of Ontario (the "Property").

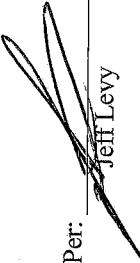
Subject to an Easement in favour of Rogers Communications Inc. over parts 1, 2 and 3 on 58R20552 for the purpose set out as in WR1167922

Subject to an Easement in favour of Waterloo North Hydro Inc. over part 1 on 58R20552 for the purpose set out as in WR1179112

In our opinion, based on the parcel register and the plans and documents recorded in them, the legal description is correct, the described easement will exist in law upon registration of the declaration and the description and the Declarant is the registered owner of the Property and appurtenant interests.

Levy Zavet Professional Corporation
Barristers and Solicitors and duly authorized agents for
IN8 (SAGE 10) DEVELOPMENTS INC.

Ays 19/19
Dated

Per: 
Jeff Levy

SCHEDULE "B"
to the Declaration of In8 (Sage 10) Developments Inc.

CONSENT

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

1. The Bank of Montreal has a registered mortgage within the meaning of clause 7 (2) (b) of the Condominium Act, 1998 registered as Number WR1095607 in the Land Titles Division of the Waterloo Land Titles Office (No. 58).
2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. We are entitled by law to grant this consent and postponement.

DATED this 15 day of July, 2019.

BANK OF MONTREAL



Per: _____
Name: **Christine Rehel**
Title: **Director**



Per: _____
Name: **Michel Struthers**
Title: **Managing Director**

I/We have the authority to bind the Corporation.

SCHEDULE "B"

to the Declaration of In8 (Sage 10) Developments Inc.

CONSENT

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

1. Westdale Construction Co. Limited has a registered mortgage within the meaning of clause 7 (2) (b) of the Condominium Act, 1998 registered as Number WR1125738 in the Land Titles Division of the Waterloo Land Titles Office (No. 58).
2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. We are entitled by law to grant this consent and postponement.

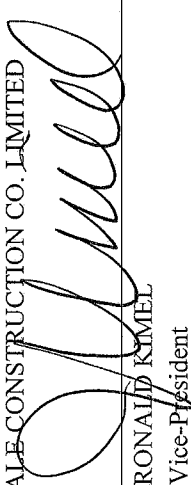
DATED this 9th day of July, 2019.

WESTDALE-CONSTRUCTION CO. LIMITED

Per: _____

Name: RONALD KIMEL

Title: Vice-President



I have the authority to bind the Corporation.

SCHEDULE 'B'

to the Declaration of In8 (Sage 10) Developments Inc.

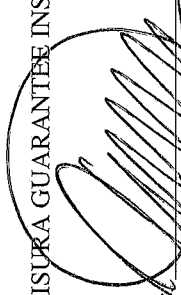
CONSENT


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

1. Trisura Guarantee Insurance Company has a registered mortgage within the meaning of clause 7 (2) (b) of the Condominium Act, 1998 registered as Number WR1101030 in the Land Titles Division of the Waterloo Land Titles Office (No. 58).
2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. We are entitled by law to grant this consent and postponement.

DATED this 5th day of July, 2019.

TRISURA GUARANTEE INSURANCE COMPANY


Per: Arditur Cartwright
Name: Arditur Cartwright
Title: Manager, Developer Surety


Per: _____
Name: Frankie Porco
Title: Financial Analyst

I/We have the authority to bind the Corporation.

SCHEDULE "C"
to the Declaration of In8 (Sage 10) Developments Inc.

Boundaries of Units

Each Residential Unit and Parking Unit shall comprise the area within the heavy lines shown on Part I, Sheets 1 & 2 inclusive of the Description with respect to the Unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below and are illustrated on Part I, Sheets 1 & 2 inclusive of the Description and all dimensions shall have reference to them.

Without limiting the generality of the foregoing, the boundaries of each unit are as follows:

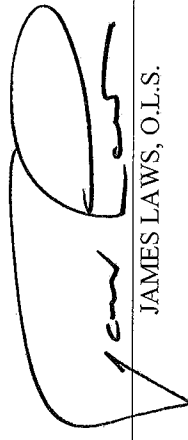
1. **Residential Units** – being Units 1 to 11 on Level 1, Units 1 to 26 on Levels 2 to 4, Units 1 to 24 on Levels 5 and 6, as illustrated on Sheets 1 & 2, Part I of the Description.
 - a. Each residential unit is bounded vertically by:
 - i. the upper surface of the unfinished concrete floor slab at their lower extent; and
 - ii. the unfinished lower surface of the precast concrete ceiling slab at their upper extent.
 - b. Each residential unit is bounded horizontally by the face and plane of the backside face of drywall on all perimeter walls of the unit separating the Unit from other units and/or Common Element portions of the building.
 - c. In the vicinity of windows and doors in walls separating the Unit from Common Elements, the unit boundary shall be the unfinished unit side surfaces of doors and door frames, windows and window frames and the unit side surfaces of all glazing panels located therein, the said windows and exterior doors in a closed position.
2. **Parking Units** – being Units 12 to 41 on level 1, as illustrated on Sheets 1 & 2, Part I of the Description.

The boundaries of each parking unit shall be:

- a. The finished upper surface of the asphalt / concrete floor.
- b. A plane distant 2.1 metres above the finished asphalt / concrete floor and measured perpendicular therefrom.
- c. The unfinished unit side surface of concrete or masonry walls and columns; and
- d. The vertical planes formed by:
 - i. The face of concrete columns and their production;
 - ii. The planes defined by measurements from the concrete columns and walls as illustrated as Part I, Sheets 1 & 2 (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 shown on Part I, Sheets 1 & 2, inclusive of the Description.

VAN HARTEN SURVEYING INC.
Land Surveyors and Engineers


Date Aug 26/2019
JAMES LAWS, O.L.S.

NOTE: 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 any 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"
TO THE DECLARATION OF IN8 (Sage 10) Developments Inc.
PERCENTAGE INTEREST IN CORPORATION AND
PERCENTAGE CONTRIBUTION TO COMMON EXPENSES

<u>Level</u>	<u>Unit</u>	<u>Percentage</u>
1	1	0.8038068%
1	2	0.7157826%
1	3	0.7157826%
1	4	0.7157826%
1	5	0.7157826%
1	6	0.7480655%
1	7	0.7566105%
1	8	0.7157826%
1	9	0.7157826%
1	10	0.7157826%
1	11	0.8042921%
1	12	0.2657785%
1	13	0.2460117%
1	14	0.2679846%
1	15	0.2679846%
1	16	0.2460117%
1	17	0.2679846%
1	18	0.2679846%
1	19	0.2679846%
1	20	0.2460117%
1	21	0.2679846%
1	22	0.2679846%
1	23	0.2460117%
1	24	0.2679846%
1	25	0.2679846%
1	26	0.2460117%
1	27	0.2657785%
1	28	0.2437908%
1	29	0.2437908%
1	30	0.2437908%
1	31	0.2437908%
1	32	0.2437908%
1	33	0.2437908%
1	34	0.2437908%
1	35	0.2437908%
1	36	0.2437908%
1	37	0.2437908%
1	38	0.2437908%
1	39	0.2437908%
1	40	0.2437908%
1	41	0.2437908%
2	1	0.7266808%
2	2	0.6525258%
2	3	0.6525258%
2	4	0.6525258%
2	5	0.6525258%
2	6	0.6596148%
2	7	0.5269094%
2	8	0.4869640%
2	9	0.6706013%
2	10	0.6525258%
2	11	0.6525258%
2	12	0.6525258%
2	13	0.7238129%
2	14	0.8776529%
2	15	0.4725212%
2	16	0.6564969%
2	17	0.6565410%
2	18	0.6676010%
2	19	0.6645860%
2	20	0.7729358%
2	21	0.6565410%
2	22	0.6565410%
2	23	0.6565410%
2	24	0.6565410%
2	25	0.4834489%

2	26	0.9138334%
3	1	0.7266808%
3	2	0.6525258%
3	3	0.6525258%
3	4	0.6525258%
3	5	0.6525258%
3	6	0.6596148%
3	7	0.5269094%
3	8	0.4869640%
3	9	0.6706013%
3	10	0.6525258%
3	11	0.6525258%
3	12	0.6525258%
3	13	0.7238129%
3	14	0.8776529%
3	15	0.4725212%
3	16	0.6564969%
3	17	0.6565410%
3	18	0.6676010%
3	19	0.6645860%
3	20	0.7729358%
3	21	0.6565410%
3	22	0.6565410%
3	23	0.6565410%
3	24	0.6565410%
3	25	0.4834489%
3	26	0.9138334%
4	1	0.7266808%
4	2	0.6525258%
4	3	0.6525258%
4	4	0.6525258%
4	5	0.6525258%
4	6	0.6596148%
4	7	0.5269094%
4	8	0.4869640%
4	9	0.6706013%
4	10	0.6525258%
4	11	0.6525258%
4	12	0.6525258%
4	13	0.7238129%
4	14	0.8776529%
4	15	0.4725212%
4	16	0.6564969%
4	17	0.6565410%
4	18	0.6676010%
4	19	0.6645860%
4	20	0.7729358%
4	21	0.6565410%
4	22	0.6565410%
4	23	0.6565410%
4	24	0.6565410%
4	25	0.4834489%
4	26	0.9138333%
5	1	0.9938125%
5	2	0.6753077%
5	3	0.6624534%
5	4	0.6624534%
5	5	0.6614827%
5	6	0.6629681%
5	7	0.6232139%
5	8	0.6725721%
5	9	0.6624534%
5	10	0.6753077%
5	11	0.9922682%
5	12	0.8736525%
5	13	0.4741979%
5	14	0.6564969%
5	15	0.6565410%
5	16	0.6676010%
5	17	0.6637035%
5	18	0.7738330%
5	19	0.6565410%
5	20	0.6565410%

5	21	0.6565410%
5	22	0.6565410%
5	23	0.4807868%
5	24	0.9143775%
6	1	0.7192389%
6	2	0.6636888%
6	3	0.6525258%
6	4	0.6525258%
6	5	0.6525258%
6	6	0.6531436%
6	7	0.6132128%
6	8	0.6635270%
6	9	0.6525258%
6	10	0.6636888%
6	11	0.7198272%
6	12	0.8736525%
6	13	0.4741979%
6	14	0.6564969%
6	15	0.6565410%
6	16	0.6676010%
6	17	0.6641594%
6	18	0.7736859%
6	19	0.6565410%
6	20	0.6565410%
6	21	0.6565410%
6	22	0.6565410%
6	23	0.4832136%
6	24	0.9142745%

100.00000000%

SCHEDULE "E"

to the Declaration of In8 (Sage 10) Developments Inc.

SPECIFICATION OF COMMON EXPENSES

Common Expenses, without limiting the definition ascribed thereto, shall include the following:

- (a) all sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act or this Declaration and By-laws of the Corporation or other law or by agreement;
- (b) all sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:
 - i) insurance premiums;
 - ii) water and sewage and electricity and telecommunications respecting Common Elements;
 - iii) waste disposal and garbage collection;
 - iv) maintenance materials, tools and supplies;
 - v) snow removal for Common Elements and landscaping;
 - vi) fuel, including gas, oil and hydroelectricity unless metered separately (including smart meters) for a Unit;
 - vii) telecommunications for a Unit that is contracted by the Corporation;
 - viii) the recreational facilities and amenities; and
 - ix) the visitor parking costs.
- (c) all sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager;
- (d) all sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the Common Elements;
- (e) all sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;
- (f) the cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof;
- (g) the cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation;
- (h) the fees and disbursements of the Insurance Trustee, if any, and of obtaining insurance appraisals;
- (i) the cost of maintaining fidelity bonds as provided by By-law;
- (j) all sums required to be paid to the reserve or contingency fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation;

SCHEDULE "F"

to the Declaration of In8 (Sage 10) Developments Inc.

EXCLUSIVE USE COMMON ELEMENT AREAS

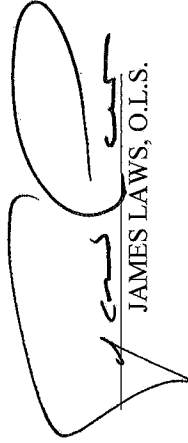
Subject to the provisions of the Act, this Declaration, the By-laws and the Rules, the owner of each unit shall have the exclusive use of those parts of the common elements set out hereunder, subject, however, to the right of entry thereon by the Corporation or its agents for the purposes of maintaining, repairing or replacing services located thereon or thereunder which are for the benefit of any other part of the Property or which are the obligation of the Corporation pursuant to the Act, Declaration or By-laws.

1. The owners of each residential unit shall have the exclusive use of the patio/balcony/terrace to which the unit has sole access, being illustrated on Part II, Sheet 1 of the description and indicated by numbers as follows:

UNIT	LEVEL	PATIO/BALCONY TERRACE.	LOCATION
1	1	A1	Level 1
2	1	A2	Level 1
3	1	A3	Level 1
4	1	A4	Level 1
5	1	A5	Level 1
6	1	A6	Level 1
7	1	A7	Level 1
8	1	A8	Level 1
9	1	A9	Level 1
10	1	A10	Level 1
11	1	A11	Level 1

Signed this 26 day of Aug, 2019.

VAN HARTEN SURVEYING INC.
Land Surveyors and Engineers


JAMES LAWS, O.L.S.

SCHEDULE "G"
to the Declaration of In8 (Sage 10) Developments Inc.
CERTIFICATE OF ARCHITECT OR ENGINEER
(UNDER CLAUSES 8 (I) (E) AND (F) OR CLAUSES 157 (1) (C) AND (E) OF THE
CONDOMINIUM ACT, 1998)

I certify that:

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

1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4. All underground garages have walls and floor assemblies in place.

OR

 There are no underground garages.
5. All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, 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 and operable.
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

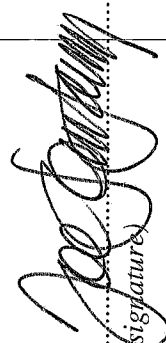
 There are no installations with respect to the provision of air conditioning.
9. All installations with respect to the provision of electricity are in place and operable.
10. All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

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 19th day of August, 2019




.....
(signature)

Joe Somfay, Associate Director
Practice Lead - Architecture

.....
(print name)

(Strike out whichever is not applicable:
Architect (IBI Group) Professional
Engineer)

SCHEDULE "N"

**BED COUNT AND FLOOR AREA RESTRICTIONS
TO THE DECLARATION OF IN8 (SAGE 10) DEVELOPMENTS INC.**

With the exception of the bedrooms referenced herein, no floor area in the residential Unit shall be used as a bedroom or converted to a bedroom without the written consent of the City of Waterloo or requisite municipality.

<u>Level</u>	<u>Residential Unit</u>	<u>Max # of Bdrms Permitted Within the Unit</u>
1	1	1
1	2	1
1	3	1
1	4	1
1	5	1
1	6	1
1	7	1
1	8	1
1	9	1
1	10	1
1	11	1
2	1	1
2	2	1
2	3	1
2	4	1
2	5	1
2	6	1
2	7	1
2	8	1
2	9	1
2	10	1
2	11	1
2	12	1
2	13	1
2	14	1
2	15	1
2	16	1
2	17	1
2	18	1
2	19	1
2	20	1
2	21	1
2	22	1
2	23	1
2	24	1
2	25	1
2	26	1
3	1	1
3	2	1
3	3	1
3	4	1
3	5	1
3	6	1
3	7	1
3	8	1
3	9	1
3	10	1
3	11	1
3	12	1
3	13	1
3	14	2
3	15	1
3	16	1
3	17	1
3	18	1
3	19	1
3	20	1

<u>Level</u>	<u>Residential Unit</u>	<u>Max # of Bdrms Permitted Within the Unit</u>
3	21	1
3	22	1
3	23	1
3	24	1
3	25	1
3	26	2
4	1	1
4	2	1
4	3	1
4	4	1
4	5	1
4	6	1
4	7	1
4	8	1
4	9	1
4	10	1
4	11	1
4	12	1
4	13	1
4	14	2
4	15	1
4	16	1
4	17	1
4	18	1
4	19	1
4	20	1
4	21	1
4	22	1
4	23	1
4	24	1
4	25	1
4	26	2
5	1	2
5	2	2
5	3	1
5	4	1
5	5	1
5	6	1
5	7	1
5	8	1
5	9	1
5	10	1
5	11	2
5	12	2
5	13	1
5	14	1
5	15	1
5	16	1
5	17	1
5	18	1
5	19	1
5	20	1
5	21	1
5	22	1
5	23	1
5	24	2
6	1	1
6	2	1
6	3	1
6	4	1
6	5	1
6	6	1
6	7	1
6	8	1

<u>Level</u>	<u>Residential Unit</u>	<u>Max # of Bdrms Permitted Within the Unit</u>
6	9	1
6	10	1
6	11	1
6	12	2
6	13	1
6	14	1
6	15	1
6	16	1
6	17	1
6	18	1
6	19	1
6	20	1
6	21	1
6	22	1
6	23	1
6	24	2
	Total	147