

OFFICE SCHEDULE

Number/Numéro WE1129455
Certificate of Receipt
Certificat de réception

13:49 JUN 28 2016

Jeff Daulton

Land Registrar/Registreur
WENTWORTH NO. 62 HAMILTON

DECLARATION CONDOMINIUM ACT, 1998

WENTWORTH COMMON ELEMENTS CONDOMINIUM PLAN NO. 538

NEW PROPERTY IDENTIFIER'S BLOCK 18538

RECENTLY : 17330-0483 (LT)

DECLARANT : NEW HORIZON DEVELOPMENT GROUP (WATERFRONT TRAILS) INC.

SOLICITOR : JOSEPH G. SPERANZINI

SCARFONE HAWKINS LLP

ADDRESS: 14TH FLOOR - 1 JAMES STREET SOUTH

HAMILTON, ONTARIO

L8N 3P9

PHONE: 905-523-1333

FAX: 905-523-5878

No. OF UNITS 1

\$73.35

FEES : ~~\$70.00~~ + (\$5.00 x (number of unit)) = \$73.35

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION (hereinafter referred to as the "**Declaration**") is made and executed pursuant to the provisions of the *Condominium Act, 1998*, S.O. 1998 c.19, as amended (which Act and the regulations thereunder are herein referred to as the "**Act**"),

BY:

NEW HORIZON DEVELOPMENT GROUP (WATERFRONT TRAILS) INC.

(hereinafter called the "**Declarant**")

WHEREAS the Declarant is the owner in fee simple of certain lands and premises situate in the City of Hamilton, in the Province of Ontario and being more particularly described on Schedule "A" (the "**Property**") and in the Description submitted herewith by the Declarant for registration in accordance with the Act;

AND WHEREAS the Declarant intends that the Property shall be governed by the Act and that the registration of this Declaration and the description submitted herewith by the Declarant will create a freehold condominium that constitutes a common elements condominium corporation.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE I – INTRODUCTION

1.1 Definitions

All words used herein which are defined in the Act shall have ascribed to them the meanings set out in the Act unless otherwise specified or unless the context otherwise requires and in particular:

- (a) "Board" means the Corporation's Board of Directors;
- (b) "By-Laws" mean the by-laws of the Corporation enacted from time to time;
- (c) "Common Elements" means all the Property;
- (d) "Corporation" means the Condominium Corporation created by the registration of this Declaration;
- (e) "Owner" means the owner or owners of the freehold estate(s) in a Potl and who owns, pursuant to the Act, a common interest in the Common Elements, but does not include a mortgagee of a Potl unless in possession;
- (f) "Potl" or "Potls" means the parcel or parcels of tied land to which a common interest is attached as described in Schedule "D" to this Declaration;
- (g) "Rules" mean the rules passed by the Board.

1.2 Statement of Intention

The Declarant intends that the Property be governed by the Act, and any amendments thereto.

1.3 Consent of Encumbrancers

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

1.4 Division of Potls

A Potl may not be divided into two (2) or more parcels unless an amendment is registered to the Declaration that takes into account the division of a Potl.

1.5 Common Interest and Common Expenses

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

Notwithstanding the provisions of this paragraph 1.5(a), until the end of the first fiscal year, each owner shall contribute to the Common Expenses as follows:

Owners of occupied Potls shall contribute to the Common Expenses in the proportion set forth opposite each Potl in Schedule "D" attached hereto based on the first year budget;

(b) The Declarant, in its capacity as the owner of the unoccupied Potls, shall contribute to the operating component of the Common Expenses (i.e. exclusive of the reserve fund component) in respect of the unoccupied Potls an amount equal to the difference, if any, between the amount payable by owners of the occupied Potls under paragraph 1.5(a) hereof and the amount of budgeted operating expenses actually incurred by the Corporation during the first fiscal year; and

(c) The Declarant, in its capacity as the owner of unoccupied Potls, shall pay to the Corporation, for deposit into the Corporation's reserve fund account, an amount equal to the difference between the amount payable by Owners of the occupied Potls under paragraph 1.5(a) hereof in respect of the reserve fund contribution required by the first year budget and the total budgeted amount for the reserve fund in the first year budget.

1.6 Address for Service of Corporation

The Corporation's address for service and mailing address shall be 69 John Street South, Suite 400, Hamilton, ON, or such other address as may be determined by resolution of the Board.

1.7 Architect's Certificate

The Certificate, in the prescribed form, of the Declarant's architect under clause 8(1) of the Act is attached hereto as Schedule "G".

ARTICLE II - COMMON EXPENSES

2.1 Specification of Common Expenses

Common expenses without limiting the definition ascribed thereto by the Act, shall include those expenses set out in Schedule "E" attached hereto.

2.2 Payment of Common Expenses

Each Owner, including the Declarant, shall pay to the Corporation his proportionate share of the Common Expenses, as may be provided for by the By-Laws of the Corporation, and the assessment and collection of contributions toward the Common Expenses may be regulated by the Board pursuant to the By-Laws of the Corporation. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any Rules and Regulations of the Corporation in force from time to time by any Owner, or by members of his 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.

2.3 Reserve Fund

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 the provisions of the Act.

No part of any reserve fund shall be used except for the purpose for which the fund was established. The reserve fund shall constitute an asset of the Corporation and shall not be distributed to any Owners except on termination of the Corporation in accordance with the provisions of the Act.

The Corporation may, by a vote of Owners who own at least sixty-six and two thirds percent (66⅔%) of the Potls, 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.

2.4 Status Certificate

The Corporation shall provide a status certificate to any requesting party who has paid in advance the applicable fees charged by the Corporation for providing same, in accordance with the provisions of the Act, together with all accompanying documentation and information in accordance with the Act. The Corporation shall forthwith provide 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 in connection with the Declarant's sale, transfer or mortgage of any Potls, 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 the Rules, each Owner has the full use, occupancy and enjoyment of the whole or any part of the Common Elements, except as herein otherwise provided. However, no condition shall be permitted to exist and no activity shall be carried on in the Common Elements that is likely to damage the Property or that will unreasonably interfere with the use or enjoyment by other Potl Owners of the Common Elements or the other Potls, or that results in cancellation of any policy of insurance referred to in this Declaration.

3.2 Exclusive Use of Parts of Common Elements

Subject to the provisions of the Act, this Declaration, the By-Laws and the Rules, the Owner of each Potl shall have the exclusive use of those parts of the Common Elements as set out in Schedule "F" attached hereto.

3.3 Restricted Access

Without the prior written consent of the Board, no Owner shall have the right of access 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.

3.4 Additions, Alterations and Improvements

For the purposes of Section 97(4) of the Act, the Board shall decide whether any addition, alteration or improvement to, or renovation of the Common Elements, or any change in the assets of the Corporation is substantial.

No alteration, work, repair, decoration, painting, maintenance, structure, fence, screen, hedge or erection of any kind whatsoever (hereinafter called the "work") shall be performed, done, erected or planted within or in relation to the Common Elements (including any part thereof over which any Owner has the exclusive use) except by the Corporation or as otherwise permitted by the prior written consent of the Board or by this Declaration, the By-Laws or the Rules and in accordance with Sections 97 and 98 of the Act.

The Corporation shall have access at all reasonable times to any part of the Common Elements over which any Owner has the exclusive use.

3.5 Declarant's Signs

Notwithstanding anything herein provided to the contrary, and notwithstanding any Rules or By-Laws of the Corporation to the contrary, the Declarant shall be entitled to erect and maintain signs for marketing and/or sales purposes upon the Common Elements and within or outside any unsold Potls pursuant to the Declarant's ongoing marketing and/or sales program in respect of this Corporation, and having such dimensions as the Declarant may determine in its sole discretion, until such time as all Potls or proposed Potls in this Corporation have been sold by the Declarant.

3.6 Declarant's Rights

Notwithstanding anything hereinbefore or hereafter provided to the contrary, and notwithstanding any By-Laws or Rules of the Corporation to the contrary, it is expressly stipulated and declared that until two (2) years after the date that all Potls or other developments hereinafter marketed by the Declarant or any of its subsidiaries or affiliates have been sold and transferred:

- (a) The Declarant or any subsidiary or affiliate thereof and their respective authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the Common Elements and the further right to close off portions of the Common Elements and to disturb or temporarily disconnect any services or facilities within the Common Elements, for the purposes of implementing, operating and/or administering the Declarant's marketing, sale, construction, development and/or customer-service programs with respect to any unsold Potls or any other developments hereinafter marketed by the Declarant or any of its affiliates or subsidiaries from time to time.

- (b) The Declarant or any subsidiary or affiliate thereof and their respective 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, and within or outside any unsold Potls, 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 spaces 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 offices and said model suites.
- (c) The Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of the Declarant and its authorized agents, representative and/or invitees over the Common Elements.

3.7 Pets

No animal, livestock or fowl other than a pet shall be kept or allowed upon the Common Elements, including those parts thereof of which any Owner has the exclusive use. All pets shall be kept in accordance with the Rules established by the Board, from time to time.

3.8 Fire Route

Owners, residents and visitors shall not park on any portion of a roadway within the Common Elements designated as a fire route.

ARTICLE IV - MAINTENANCE AND REPAIRS

4.1 Owner's Responsibilities

- (a) Each Owner shall maintain his Potl and those parts of the Common Elements of which he has exclusive use, and, subject to the provisions of this Declaration and Section 123 of the Act, each Owner shall repair his Potl and those parts of the Common Elements designated for his exclusive use after damage, all at his own expense.
- (b) Each Owner shall be responsible for damage to any and all other Potls or to the Common Elements which is caused by the failure of the Owner to so maintain and repair his Potl or any Common Elements designated for his exclusive use, save and except for any such damages for which the cost of repairing same may be recovered under any policy or policies of insurance held by the Corporation.
- (c) Other than snow removal on driveways and grass cutting on any landscaped areas, the outdoor areas within a POTL, including the driveway areas and landscaped areas within a Potl shall be maintained and repaired by and at the expense of the Owner of such Potl, including, without limitation, snow removal from walkways and entrances within the POTL lands, garden planting and maintenance and driveway restoration. Such maintenance or repair obligations of the Owner shall not include any maintenance or repair occasioned by work undertaken by the Corporation in connection with its ongoing maintenance and repair of the Common Elements.

4.2 Repairs and Maintenance by the Corporation

(a) The Corporation shall maintain and repair the Common Elements at its own expense. The Corporation shall also maintain and repair all utilities (including without limitation, water mains, storm and sanitary sewers, catchbasins, and fire hydrants) which services more than one Parcel of Tied Land (Potl), whether located within the Common Elements or wholly or partly within the Potl and the Corporation and its designated agents shall have full access to a Potl to carry out its obligation pursuant to this paragraph. If the Corporation is required to maintain or repair any utility or service on a Potl, the Corporation shall only be responsible to return the Potl to its original stage and shall not be responsible to repair or replace, or to correct any upgrade or improvement performed or added to the Potl by the Potl owner.

(b) The Corporation shall also be responsible for cutting the grass on any landscaped areas on the Potl lands and snow removal from driveways on the POTL lands. The Corporation shall also maintain and repair all services (including without limitation, if applicable, noise attenuation fencing and street lights) which services more than one Potl, whether located within

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the Common Elements or wholly or partly within a Potl and the Corporation and its designated agents shall have full access to a Potl to carry out its obligation pursuant to this paragraph. If the Corporation is required to maintain or repair any facility or services on a Potl, the Corporation shall only be responsible to return the Potl to its original state and shall not be responsible to repair or replace, or to correct any upgrade or improvement performed or added to the Potl by the Owner.

ARTICLE V – BY-LAWS AND RULES

5.1 By-Laws

The Board may pass By-Laws, not contrary to the Act or to this Declaration which by-laws shall not be effective until they are confirmed with or without variation by the Owners, who own not less than fifty-one percent (51%) of the common interest, at a meeting duly called for the purpose of:

- (a) governing, regulating, specifying or respecting those matters specified in the Act from time to time; and
- (b) respecting, regulating or governing any other matter or purpose not inconsistent with this Declaration or the Act.

5.2 Rules

The Board may make Rules respecting the use of the Common Elements not inconsistent with the Act, this Declaration and the By-Laws, which Rules shall be complied with and enforced in the same manner as the By-Laws. Any such Rules shall be effective thirty (30) days after notice thereof has been given to each Owner unless the Board is in receipt of a requisition in writing made under Section 46 of the Act requiring a meeting of Owners to consider the Rules.

ARTICLE VI - INSURANCE

6.1 Insurance Maintained by the Corporation for Fire and Extended Risks

The Corporation shall obtain and maintain to the extent obtainable, at reasonable cost, "all risks" insurance against damage by fire and major perils as defined in the Act, and insurance against such other perils or events as the Board may from time to time deem advisable, in respect of its obligation to repair and in respect of each Owner's interest in the Common Elements, in an amount equal to the full replacement cost of such real and personal property, 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 Common Elements (or any portion thereof), provided however that if an Owner, tenant or other person, through an act or omission causes damages 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 Potl.

6.2 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 mortgagee endorsements, which shall be subject to the provisions of the Act, this Declaration and the provision of the Insurance Trust Agreement (as herein defined) and shall contain the following provisions:

- (a) Waivers of subrogation 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 Owners or occupant of a Potl, except for damage arising out of arson, fraud, vehicle impact, vandalism or malicious mischief.
- (b) That such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days' prior written notice sent by registered mail to the Corporation.
- (c) A waiver of any defence based on co-insurance (other than a stated amount/co-insurance clause).
- (d) 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.

(e) The loss shall be payable to the Insurance Trustee (as herein defined).

6.3 Public Liability

The Corporation shall obtain and maintain 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 Five Million (\$5,000,000) 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 Owners or occupant of a Potl.

6.4 General Provisions regarding the Condominium Insurance

- (a) Prior to obtaining any policy of insurance under Section 6.1, or any renewal or renewals thereof, or at such other time as the Board may deem advisable, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the Property for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense.
- (b) The Board shall have the exclusive right, on behalf of the Corporation 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.
- (c) A certificate of 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. Renewal Certificates or certificates of new insurance policies shall be furnished to each Owner and renewal certificates or certified copies of new insurance policies to each mortgagee not later than ten (10) days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by an 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, or to direct that loss shall be payable in any manner other than as provided in this Declaration and the Act.
- (e) 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 paragraph (e) shall be read without prejudice to the right of a 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, and also to the right of any mortgagee subject to the provisions of the Act, to receive the proceeds of any insurance policy, if the Property is not repaired.

6.5 Insurance Maintained by the Owner

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, or any other insurance, should be obtained and maintained by such Owners for his own benefit:

- (a) Insurance on the Owner's Potl and all buildings constructed thereon. Every such policy of insurance shall contain a waiver of subrogation against the Corporation, its manager, agents, employees and servants, and against the other Owners and any members of their household or guests except for arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties.
- (b) 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.
- (c) Insurance covering the deductible on the Corporation's main policy for which an Owner may be responsible.

6.6 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 VII - INSURANCE TRUSTEE

7.1 Insurance Trustee

The Corporation may enter into an agreement with an Insurance Trustee (an "Insurance Trust Agreement") which may be a Trust Company registered under the *Loan and Trust Corporations Act*, R.S.O. 1990, c.L.25, a Chartered Bank, an insurance adjuster, a quantity surveyor, a solicitor or any other reputable person or firm (the "Insurance Trustee") with considerable experience in settling claims arising from proceeds of insurance which agreement shall without limiting its generality, provide the:

- (a) the receipt by the Insurance Trustee of any proceeds of insurance payable by the Corporation in excess of ten thousand dollars (\$10,000.00);
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Declaration;
- (c) the disbursement of such proceeds in accordance with the provision of the Insurance Trust Agreement; and
- (d) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

If the Corporation is unable to enter into such agreement with such Trust Company or such Chartered Bank, by reason of its refusal to act, the Corporation may enter into such agreement with such other corporation authorized to act as a trustee as the Owners may approve by By-Law at a meeting called for that purpose. The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a common expense.

7.2 Disbursement of Funds by Trustee

The Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs.

ARTICLE VIII - DUTIES OF THE CORPORATION

8.1 General Duties

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

- (a) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any 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 Corporation for its marketing/sale/construction programs in connection with any of the Corporation or the development of adjacent lands, as more particularly set out in the foregoing provisions of this Declaration.
- (b) To ensure that no actions or steps are taken by or on behalf of the Corporation or by any 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 dwellings on the Potls.
- (c) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by an Owner, or their respective tenants or invitees which would prohibit, limit or restrict the access to, egress from and/or use any easement enjoyed by the

Corporation and/or its residents, tenants and invitees as more particularly set out in the foregoing provisions of this Declaration.

- (d) To enter into, abide by and comply with, the terms and provisions of any outstanding subdivision, condominium, site plan, development or similar agreements, and enter into a formal assumption agreement with the governmental authorities relating thereto, if so required by the governmental authorities.
- (e) To reassign to the Declarant all funds, letters of credit or other financial consideration that have been retained/held by any governmental authority in respect of the development of the Property by the Declarant.
- (f) 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, c. P.28 or alternatively a certificate of practice within the meaning of the *Architects Act*, R.S.O. 1990, c. A.26, 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, collectively the "**Performance Audit**"), then the Corporation shall have a duty to:
 - i. permit the Declarant's authorized employees, agents and representatives to accompany (and confer with) the engineer(s) or consultant(s) retained to carry out the Performance Audit for the Corporation (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 same; and
 - ii. permit the Declarant's 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 (by bringing all matters requiring rectification to the immediate 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 finalization of the Performance Audit and the concurrent submission of the Performance Auditor's report to the Board pursuant to Section 44(9) of the Act.

- (g) To take all actions reasonably necessary as may be required to fulfill any of the Corporation's duties and obligations pursuant to this Declaration.
- (h) Subject to paragraph 1.5 hereof, to take all reasonable steps to collect from each Owner his proportionate share of the Common Expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each Potl in respect of which the Owner has defaulted in the payment of Common Expenses.
- (i) To grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or cable 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 cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and cable television service to each of the Potls in the Condominium 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 cable television suppliers pertaining to the provision of their services to the Condominium and the Potls and for such purposes shall enact such By-Laws or resolutions as may be required to sanction the foregoing.
- (j) To execute forthwith upon the request of the Declarant, if applicable, 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 with respect thereto, as same relate to the Condominium and for which the Declarant was responsible for prior to, or subsequent to the creation of the Corporation.

ARTICLE IX - MISCELLANEOUS

9.1 Invalidity

The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability and effect of the balance thereof.

9.2 Gender

The use of the masculine gender in this Declaration shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires, and vice versa.

9.3 Waiver


No restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

9.4 Headings

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

DATED at Hamilton, this 10 day of June, 2016

**NEW HORIZON DEVELOPMENT GROUP
(WATERFRONT TRAILS) INC.**

Per: 
Name: Jeff Paikin
Title: President

I have authority to bind the Corporation.

SCHEDULE "A"**LEGAL DESCRIPTION OF PROPERTY**

In the City of Hamilton in the Province of Ontario being composed of Part of Block 1, Plan 62M1211, designated as Part 79, Plan 62R20253, hereinafter referred to as the "Condominium Lands".

Subject to an Easement in gross in favour of the City of Hamilton, for the purposes as set out in instrument WE1012801.

Subject to an easement for entry as in WE1071474.

Subject to an easement in gross in favour of Horizon Utilities Corporation for the purposes as set out in instrument WE1107610.

Being all of PIN 17330-0483 (LT)

TOGETHER WITH UNTO the Declarant, its assigns, successors, servants, agents and employees, for the benefit of the lands described as Part of Block 1, Plan 62M1211, designated as Part 79, Plan 62R20253, the right in the nature of an easement over:

Legal Description	Property Identifier No.
Part of Block 1, Plan 62M1211, designated as Parts 1 and 81, Plan 62R20253, City of Hamilton	17330 - 0405 (LT)
Part of Block 1, Plan 62M1211, designated as Parts 2 and 82, Plan 62R20253, City of Hamilton	17330 - 0406 (LT)
Part of Block 1, Plan 62M1211, designated as Parts 3 and 83, Plan 62R20253, City of Hamilton	17330 - 0407 (LT)
Part of Block 1, Plan 62M1211, designated as Parts 4 and 84, Plan 62R20253, City of Hamilton	17330 - 0408 (LT)
Part of Block 1, Plan 62M1211, designated as Parts 5 and 85, Plan 62R20253, City of Hamilton	17330 - 0409 (LT)
Part of Block 1, Plan 62M1211, designated as Parts 6 and 86, Plan 62R20253, City of Hamilton	17330 - 0410 (LT)
Part of Block 1, Plan 62M1211, designated as Parts 7 and 87, Plan 62R20253, City of Hamilton	17330 - 0411 (LT)
Part of Block 1, Plan 62M1211, designated as Parts 8 and 88, Plan 62R20253, City of Hamilton	17330 - 0412 (LT)
Part of Block 1, Plan 62M1211, designated as Parts 9 and 89, Plan 62R20253, City of Hamilton	17330 - 0413 (LT)
Part of Block 1, Plan 62M1211, designated as Parts 10 and 90, Plan 62R20253, City of Hamilton	17330 - 0414 (LT)
Part of Block 1, Plan 62M1211, designated as Parts 11 and 91, Plan 62R20253, City of Hamilton	17330 - 0415 (LT)
Part of Block 1, Plan 62M1211, designated as Parts 12 and 92, Plan 62R20253, City of Hamilton	17330 - 0416 (LT)
Part of Block 1, Plan 62M1211, designated as Parts 13 and 93, Plan 62R20253, City of Hamilton	17330 - 0417 (LT)
Part of Block 1, Plan 62M1211, designated as Parts 14 and 94, Plan 62R20253, City of Hamilton	17330 - 0418 (LT)
Part of Block 1, Plan 62M1211, designated as Parts 15 and 95, Plan 62R20253, City of Hamilton	17330 - 0419 (LT)
Part of Block 1, Plan 62M1211, designated as Parts 16 and 96, Plan 62R20253, City of Hamilton	17330 - 0420 (LT)
Part of Block 1, Plan 62M1211, designated as Parts 17 and 97, Plan 62R20253, City of Hamilton	17330 - 0421 (LT)
Part of Block 1, Plan 62M1211, designated as Parts 18 and 98, Plan 62R20253, City of Hamilton	17330 - 0422 (LT)
Part of Block 1, Plan 62M1211, designated as Parts 19 and 99, Plan 62R20253, City of Hamilton	17330 - 0423 (LT)
Part of Block 1, Plan 62M1211, designated as Parts 20 and 100, Plan 62R20253, City of Hamilton	17330 - 0424 (LT)
Part of Block 1, Plan 62M1211, designated as Parts 21 and 101, Plan 62R20253, City of Hamilton	17330 - 0425 (LT)

[illegible]

Part of Block 1, Plan 62M1211, designated as Part 56, Plan 62R20253, City of Hamilton	17330 - 0460 (LT)
Part of Block 1, Plan 62M1211, designated as Parts 57 and 129, Plan 62R20253, City of Hamilton	17330 - 0461 (LT)
Part of Block 1, Plan 62M1211, designated as Parts 58 and 130, Plan 62R20253, City of Hamilton	17330 - 0462 (LT)
Part of Block 1, Plan 62M1211, designated as Part 59, Plan 62R20253, City of Hamilton	17330 - 0463 (LT)
Part of Block 1, Plan 62M1211, designated as Part 60, Plan 62R20253, City of Hamilton	17330 - 0464 (LT)
Part of Block 1, Plan 62M1211, designated as Part 61, Plan 62R20253, City of Hamilton	17330 - 0465 (LT)
Part of Block 1, Plan 62M1211, designated as Part 62, Plan 62R20253, City of Hamilton	17330 - 0466 (LT)
Part of Block 1, Plan 62M1211, designated as Part 63, Plan 62R20253, City of Hamilton	17330 - 0467 (LT)
Part of Block 1, Plan 62M1211, designated as Part 64, Plan 62R20253, City of Hamilton	17330 - 0468 (LT)
Part of Block 1, Plan 62M1211, designated as Part 65, Plan 62R20253, City of Hamilton	17330 - 0469 (LT)
Part of Block 1, Plan 62M1211, designated as Part 66, Plan 62R20253, City of Hamilton	17330 - 0470 (LT)
Part of Block 1, Plan 62M1211, designated as Part 67, Plan 62R20253, City of Hamilton	17330 - 0471 (LT)
Part of Block 1, Plan 62M1211, designated as Part 68, Plan 62R20253, City of Hamilton	17330 - 0472 (LT)
Part of Block 1, Plan 62M1211, designated as Part 69, Plan 62R20253, City of Hamilton	17330 - 0473 (LT)
Part of Block 1, Plan 62M1211, designated as Part 70, Plan 62R20253, City of Hamilton	17330 - 0474 (LT)
Part of Block 1, Plan 62M1211, designated as Parts 71 and 131, Plan 62R20253, City of Hamilton	17330 - 0475 (LT)
Part of Block 1, Plan 62M1211, designated as Parts 72 and 132, Plan 62R20253, City of Hamilton	17330 - 0476 (LT)
Part of Block 1, Plan 62M1211, designated as Part 73, Plan 62R20253, City of Hamilton	17330 - 0477 (LT)
Part of Block 1, Plan 62M1211, designated as Part 74, Plan 62R20253, City of Hamilton	17330 - 0478 (LT)
Part of Block 1, Plan 62M1211, designated as Part 75, Plan 62R20253, City of Hamilton	17330 - 0479 (LT)
Part of Block 1, Plan 62M1211, designated as Part 76, Plan 62R20253, City of Hamilton	17330 - 0480 (LT)
Part of Block 1, Plan 62M1211, designated as Part 77, Plan 62R20253, City of Hamilton	17330 - 0481 (LT)
Part of Block 1, Plan 62M1211, designated as Part 78, Plan 62R20253, City of Hamilton	17330 - 0482 (LT)
Part of Block 1, Plan 62M1211, designated as Part 80, Plan 62R20253, City of Hamilton	17330 - 0484 (LT)

hereinafter referred to as the “**Servient Lands**”, to enter upon and pass over with all manpower and equipment necessary for the purpose of:

- (a) providing the services as set out in the Declaration herein, including but not limited to installing, maintaining, repairing or replacing the services and facilities located on the common elements (which services and facilities include the private roadway and parking areas, curbs, water mains, valves and hydrants, sanitary sewers and manholes, storm sewers, manholes and catch basins, noise attenuation fencing, street lighting facilities and sidewalks);
- (b) providing snow plowing services to the common element roadways and driveways within the Pottis; and
- (c) providing grass cutting services to the front and rear yards of the Pottis,

In my opinion, based on the parcel register and the plans and documents recorded in therein, the Legal Description is correct, the described easements will exist in law upon the registration of the Declaration and the Description, and the Declarant is the registered owner of the property and the appurtenant interests.

Dated at Hamilton, this 10 day of June, 2016



Joseph G. Speranzini (Solicitor for the Declarant)
Scarfone Hawkins LLP

SCHEDULE "B"


~~WATERFRONT TRAILS CONDOMINIUM RESIDENCES~~
CONSENT

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

1. The undersigned, The Toronto-Dominion Bank has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered as Number WE1071476 in the Land Titles Division of Wentworth Registry Office (No. 62).
2. The undersigned consents to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the Description.
3. The undersigned postpones the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. The undersigned is entitled by law to grant this consent and postponement.

DATED this 31 day of May, 2016.

The Toronto-Dominion Bank

Per: 
Name: Dawn Gemin
Title: Manager Commercial Services

Per: _____
Name: _____
Title: _____

/We have authority to bind the Bank.

SCHEDULE "B"

~~WATERFRONT TRAILS CONDOMINIUM RESIDENCES~~


CONSENT TO ATTACHMENT OF A COMMON INTEREST PARCEL OF THE LAND

(under clause 140(c) of the *Condominium Act, 1998*)

1. The Toronto-Dominion Bank has a mortgage registered as Number WE1071476 in the Land Registry Office for the Land Titles Division of Wentworth (No. 62) against a parcel of land (known as the "Parcel") to which a common interest in a Common Elements condominium corporation (known as the "Corporation") will attach upon the registration of the attached declaration (known as the "Declaration") dated June 10, 2016 and the description (known as the "Description") creating the Corporation.
2. The Toronto-Dominion Bank acknowledges that, upon the registration of the Declaration and Description, the Parcel will become subject to all encumbrances, if any, outstanding against the property described in Schedule "A" to the Declaration.
3. The Toronto-Dominion Bank consents to the registration of a notice in the prescribed form indicating that a common interest in the Corporation, as the common interest is set out in Schedule "D" to the Declaration, attaches to the Parcel upon the registration of the Declaration and Description.

DATED this 31 day of May, 2016

The Toronto-Dominion Bank

Per: 
 Name: Dora Gamin
 Title: Manager Commercial Services

Per: _____
 Name: _____
 Title: _____

/We have authority to bind the Corporation.

SCHEDULE "B"

~~WATERFRONT TRAILS CONDOMINIUM RESIDENCES~~
CONSENT

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

1. The undersigned, LPF Realty Residential Inc. has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered as Number WE1071475 in the Land Titles Division of Wentworth Registry Office (No. 62).
2. The undersigned consents to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the Description.
3. The undersigned postpones the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. The undersigned is entitled by law to grant this consent and postponement.

DATED this 7th day of June, 2016.

LPF Realty Residential Inc.

Per: [Signature]
Name: JOHN BARNES
Title: MANAGING DIRECTOR

Per: _____
Name: _____
Title: _____

/We have authority to bind the Bank.

SCHEDULE "B"~~WATERFRONT TRAILS CONDOMINIUM RESIDENCES~~CONSENT TO ATTACHMENT OF A COMMON INTEREST PARCEL OF THE LAND

(under clause 140(c) of the Condominium Act, 1998)

1. LPF Realty Residential Inc. has a mortgage registered as Number WE1071475 in the Land Registry Office for the Land Titles Division of Wentworth (No. 62) against a parcel of land (known as the "Parcel") to which a common interest in a Common Elements condominium corporation (known as the "Corporation") will attach upon the registration of the attached declaration (known as the "Declaration") dated June 10, 2016 and the description (known as the "Description") creating the Corporation.
2. LPF Realty Residential Inc. acknowledges that, upon the registration of the Declaration and Description, the Parcel will become subject to all encumbrances, if any, outstanding against the property described in Schedule "A" to the Declaration.
3. LPF Realty Residential Inc. consents to the registration of a notice in the prescribed form indicating that a common interest in the Corporation, as the common interest is set out in Schedule "D" to the Declaration, attaches to the Parcel upon the registration of the Declaration and Description.

DATED this 7th day of June, 2016

LPF Realty Residential Inc.

Per: [Signature]
 Name: JOHN ISAKIEW
 Title: MANAGING DIRECTOR

Per: _____
 Name: _____
 Title: _____

I/We have authority to bind the Corporation.

SCHEDULE "B"

CONSENT

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

1. The undersigned, Kingsett Mortgage Corporation has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered as Number WE1071477 in the Land Titles Division of Wentworth Registry Office (No. 62).
2. The undersigned consents to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the Description.
3. The undersigned postpones the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. The undersigned is entitled by law to grant this consent and postponement.

DATED this 9th day of June, 2016.

Kingsett Mortgage Corporation

Per: Scott Coates
 Name: _____
 Title: **Scott Coates**
Vice President

Per: _____
 Name: _____
 Title: _____

/We have authority to bind the Bank.

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SCHEDULE "B"

CONSENT TO ATTACHMENT OF A COMMON INTEREST
(under clause 140(c) of the *Condominium Act, 1998*)

1. The Kingsett Mortgage Corporation has a mortgage registered as Number WE1071477 in the Land Registry Office for the Land Titles Division of Wentworth (No. 62) against a parcel of land (known as the "Parcel") to which a common interest in a Common Elements condominium corporation (known as the "Corporation") will attach upon the registration of the attached declaration (known as the "Declaration") dated June 9, 2016 and the description (known as the "Description") creating the Corporation.
2. The Kingsett Mortgage Corporation acknowledges that, upon the registration of the Declaration and Description, the Parcel will become subject to all encumbrances, if any, outstanding against the property described in Schedule "A" to the Declaration.
3. The Kingsett Mortgage Corporation consents to the registration of a notice in the prescribed form indicating that a common interest in the Corporation, as the common interest is set out in Schedule "D" to the Declaration, attaches to the Parcel upon the registration of the Declaration and Description.

DATED this 9th day of June, 2016

Kingsett Mortgage Corporation

Per: Scott Coates
Name: **Scott Coates**
Title: **Vice President**

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation.

SCHEDULE "D"**PROPORTION OF COMMON INTEREST & CONTRIBUTION TO COMMON EXPENSES**

The common elements are intended for the use and enjoyment of the owners for the purpose of clause 140(a) of the Act.

POTL NO.	Legal Description	Property Identifier No.	Percentage Common Interest and Common Expenses
1	Part of Block 1, Plan 62M1211, designated as Parts 1 and 81, Plan 62R20253, City of Hamilton	17330 - 0405 (LT)	1.0000%
2	Part of Block 1, Plan 62M1211, designated as Parts 2 and 82, Plan 62R20253, City of Hamilton	17330 - 0406 (LT)	1.0000%
3	Part of Block 1, Plan 62M1211, designated as Parts 3 and 83, Plan 62R20253, City of Hamilton	17330 - 0407 (LT)	1.0000%
4	Part of Block 1, Plan 62M1211, designated as Parts 4 and 84, Plan 62R20253, City of Hamilton	17330 - 0408 (LT)	1.0000%
5	Part of Block 1, Plan 62M1211, designated as Parts 5 and 85, Plan 62R20253, City of Hamilton	17330 - 0409 (LT)	1.0000%
6	Part of Block 1, Plan 62M1211, designated as Parts 6 and 86, Plan 62R20253, City of Hamilton	17330 - 0410 (LT)	1.0000%
7	Part of Block 1, Plan 62M1211, designated as Parts 7 and 87, Plan 62R20253, City of Hamilton	17330 - 0411 (LT)	1.0000%
8	Part of Block 1, Plan 62M1211, designated as Parts 8 and 88, Plan 62R20253, City of Hamilton	17330 - 0412 (LT)	1.0000%
9	Part of Block 1, Plan 62M1211, designated as Parts 9 and 89, Plan 62R20253, City of Hamilton	17330 - 0413 (LT)	1.0000%
10	Part of Block 1, Plan 62M1211, designated as Parts 10 and 90, Plan 62R20253, City of Hamilton	17330 - 0414 (LT)	1.0000%
11	Part of Block 1, Plan 62M1211, designated as Parts 11 and 91, Plan 62R20253, City of Hamilton	17330 - 0415 (LT)	1.0000%
12	Part of Block 1, Plan 62M1211, designated as Parts 12 and 92, Plan 62R20253, City of Hamilton	17330 - 0416 (LT)	1.0000%
13	Part of Block 1, Plan 62M1211, designated as Parts 13 and 93, Plan 62R20253, City of Hamilton	17330 - 0417 (LT)	1.0000%
14	Part of Block 1, Plan 62M1211, designated as Parts 14 and 94, Plan 62R20253, City of Hamilton	17330 - 0418 (LT)	1.0000%
15	Part of Block 1, Plan 62M1211, designated as Parts 15 and 95, Plan 62R20253, City of Hamilton	17330 - 0419 (LT)	1.0000%
16	Part of Block 1, Plan 62M1211, designated as Parts 16 and 96, Plan 62R20253, City of Hamilton	17330 - 0420 (LT)	1.0000%
17	Part of Block 1, Plan 62M1211, designated as Parts 17 and 97, Plan 62R20253, City of Hamilton	17330 - 0421 (LT)	1.0000%
18	Part of Block 1, Plan 62M1211, designated as Parts 18 and 98, Plan 62R20253, City of Hamilton	17330 - 0422 (LT)	1.0000%

19	Part of Block 1, Plan 62M1211, designated as Parts 19 and 99, Plan 62R20253, City of Hamilton	17330 - 0423 (LT)	1.0000%
20	Part of Block 1, Plan 62M1211, designated as Parts 20 and 100, Plan 62R20253, City of Hamilton	17330 - 0424 (LT)	1.0000%
21	Part of Block 1, Plan 62M1211, designated as Parts 21 and 101, Plan 62R20253, City of Hamilton	17330 - 0425 (LT)	1.0000%
22	Part of Block 1, Plan 62M1211, designated as Parts 22 and 102, Plan 62R20253, City of Hamilton	17330 - 0426 (LT)	1.0000%
23	Part of Block 1, Plan 62M1211, designated as Parts 23 and 103, Plan 62R20253, City of Hamilton	17330 - 0427 (LT)	1.0000%
24	Part of Block 1, Plan 62M1211, designated as Parts 24, 104 and 105, Plan 62R20253, City of Hamilton	17330 - 0428 (LT)	1.0000%
25	Part of Block 1, Plan 62M1211, designated as Parts 25, 106 and 107, Plan 62R20253, City of Hamilton	17330 - 0429 (LT)	1.0000%
26	Part of Block 1, Plan 62M1211, designated as Parts 26, 108 and 109, Plan 62R20253, City of Hamilton	17330 - 0430 (LT)	1.0000%
27	Part of Block 1, Plan 62M1211, designated as Parts 27, 110 and 111, Plan 62R20253, City of Hamilton	17330 - 0431 (LT)	1.0000%
28	Part of Block 1, Plan 62M1211, designated as Parts 28, 112 and 113, Plan 62R20253, City of Hamilton	17330 - 0432 (LT)	1.0000%
29	Part of Block 1, Plan 62M1211, designated as Parts 29, 114 and 115, Plan 62R20253, City of Hamilton	17330 - 0433 (LT)	1.0000%
30	Part of Block 1, Plan 62M1211, designated as Parts 30 and 116, Plan 62R20253, City of Hamilton	17330 - 0434 (LT)	1.0000%
31	Part of Block 1, Plan 62M1211, designated as Parts 31 and 117, Plan 62R20253, City of Hamilton	17330 - 0435 (LT)	1.0000%
32	Part of Block 1, Plan 62M1211, designated as Parts 32 and 118, Plan 62R20253, City of Hamilton	17330 - 0436 (LT)	1.0000%
33	Part of Block 1, Plan 62M1211, designated as Parts 33 and 119 Plan 62R20253, City of Hamilton	17330 - 0437 (LT)	1.0000%
34	Part of Block 1, Plan 62M1211, designated as Parts 34 and 120, Plan 62R20253, City of Hamilton	17330 - 0438 (LT)	1.0000%
35	Part of Block 1, Plan 62M1211, designated as Parts 35 and 121, Plan 62R20253, City of Hamilton	17330 - 0439 (LT)	1.0000%
36	Part of Block 1, Plan 62M1211, designated as Parts 36 and 122, Plan 62R20253, City of Hamilton	17330 - 0440 (LT)	1.0000%
37	Part of Block 1, Plan 62M1211, designated as Parts 37 and 123, Plan 62R20253, City of Hamilton	17330 - 0441 (LT)	1.0000%
38	Part of Block 1, Plan 62M1211, designated as Parts 38 and 124, Plan 62R20253, City of Hamilton	17330 - 0442 (LT)	1.0000%
39	Part of Block 1, Plan 62M1211, designated as Parts 39 and 125, Plan 62R20253, City of Hamilton	17330 - 0443 (LT)	1.0000%

40	Part of Block 1, Plan 62M1211, designated as Parts 40 and 126, Plan 62R20253, City of Hamilton	17330 - 0444 (LT)	1.0000%
41	Part of Block 1, Plan 62M1211, designated as Part 41, Plan 62R20253, City of Hamilton	17330 - 0445 (LT)	1.0000%
42	Part of Block 1, Plan 62M1211, designated as Part 42, Plan 62R20253, City of Hamilton	17330 - 0446 (LT)	1.0000%
43	Part of Block 1, Plan 62M1211, designated as Part 43, Plan 62R20253, City of Hamilton	17330 - 0447 (LT)	1.0000%
44	Part of Block 1, Plan 62M1211, designated as Part 44, Plan 62R20253, City of Hamilton	17330 - 0448 (LT)	1.0000%
45	Part of Block 1, Plan 62M1211, designated as Part 45 and 127, Plan 62R20253, City of Hamilton	17330 - 0449 (LT)	1.0000%
46	Part of Block 1, Plan 62M1211, designated as Parts 46 and 128, Plan 62R20253, City of Hamilton	17330 - 0450 (LT)	1.0000%
47	Part of Block 1, Plan 62M1211, designated as Part 47, Plan 62R20253, City of Hamilton	17330 - 0451 (LT)	1.0000%
48	Part of Block 1, Plan 62M1211, designated as Part 48, Plan 62R20253, City of Hamilton	17330 - 0452 (LT)	1.0000%
49	Part of Block 1, Plan 62M1211, designated as Part 49, Plan 62R20253, City of Hamilton	17330 - 0453 (LT)	1.0000%
50	Part of Block 1, Plan 62M1211, designated as Part 50, Plan 62R20253, City of Hamilton	17330 - 0454 (LT)	1.0000%
51	Part of Block 1, Plan 62M1211, designated as Part 51, Plan 62R20253, City of Hamilton	17330 - 0455 (LT)	1.0000%
52	Part of Block 1, Plan 62M1211, designated as Part 52, Plan 62R20253, City of Hamilton	17330 - 0456 (LT)	1.0000%
53	Part of Block 1, Plan 62M1211, designated as Part 53, Plan 62R20253, City of Hamilton	17330 - 0457 (LT)	1.0000%
54	Part of Block 1, Plan 62M1211, designated as Part 54, Plan 62R20253, City of Hamilton	17330 - 0458 (LT)	1.0000%
55	Part of Block 1, Plan 62M1211, designated as Part 55, Plan 62R20253, City of Hamilton	17330 - 0459 (LT)	1.0000%
56	Part of Block 1, Plan 62M1211, designated as Part 56, Plan 62R20253, City of Hamilton	17330 - 0460 (LT)	1.0000%
57	Part of Block 1, Plan 62M1211, designated as Parts 57 and 129, Plan 62R20253, City of Hamilton	17330 - 0461 (LT)	1.0000%
58	Part of Block 1, Plan 62M1211, designated as Parts 58 and 130, Plan 62R20253, City of Hamilton	17330 - 0462 (LT)	1.0000%
59	Part of Block 1, Plan 62M1211, designated as Part 59, Plan 62R20253, City of Hamilton	17330 - 0463 (LT)	1.0000%
60	Part of Block 1, Plan 62M1211, designated as Part 60, Plan 62R20253, City of Hamilton	17330 - 0464 (LT)	1.0000%
61	Part of Block 1, Plan 62M1211, designated as Part 61, Plan 62R20253, City of Hamilton	17330 - 0465 (LT)	1.0000%

62	Part of Block 1, Plan 62M1211, designated as Part 62, Plan 62R20253, City of Hamilton	17330 - 0466 (LT)	1.0000%
63	Part of Block 1, Plan 62M1211, designated as Part 63, Plan 62R20253, City of Hamilton	17330 - 0467 (LT)	1.0000%
64	Part of Block 1, Plan 62M1211, designated as Part 64, Plan 62R20253, City of Hamilton	17330 - 0468 (LT)	1.0000%
65	Part of Block 1, Plan 62M1211, designated as Part 65, Plan 62R20253, City of Hamilton	17330 - 0469 (LT)	1.0000%
66	Part of Block 1, Plan 62M1211, designated as Part 66, Plan 62R20253, City of Hamilton	17330 - 0470 (LT)	1.0000%
67	Part of Block 1, Plan 62M1211, designated as Part 67, Plan 62R20253, City of Hamilton	17330 - 0471 (LT)	1.0000%
68	Part of Block 1, Plan 62M1211, designated as Part 68, Plan 62R20253, City of Hamilton	17330 - 0472 (LT)	1.0000%
69	Part of Block 1, Plan 62M1211, designated as Part 69, Plan 62R20253, City of Hamilton	17330 - 0473 (LT)	1.0000%
70	Part of Block 1, Plan 62M1211, designated as Part 70, Plan 62R20253, City of Hamilton	17330 - 0474 (LT)	1.0000%
71	Part of Block 1, Plan 62M1211, designated as Parts 71 and 131, Plan 62R20253, City of Hamilton	17330 - 0475 (LT)	1.0000%
72	Part of Block 1, Plan 62M1211, designated as Parts 72 and 132, Plan 62R20253, City of Hamilton	17330 - 0476 (LT)	1.0000%
73	Part of Block 1, Plan 62M1211, designated as Part 73, Plan 62R20253, City of Hamilton	17330 - 0477 (LT)	1.0000%
74	Part of Block 1, Plan 62M1211, designated as Part 74, Plan 62R20253, City of Hamilton	17330 - 0478 (LT)	1.0000%
75	Part of Block 1, Plan 62M1211, designated as Part 75, Plan 62R20253, City of Hamilton	17330 - 0479 (LT)	1.0000%
76	Part of Block 1, Plan 62M1211, designated as Part 76, Plan 62R20253, City of Hamilton	17330 - 0480 (LT)	1.0000%
77	Part of Block 1, Plan 62M1211, designated as Part 77, Plan 62R20253, City of Hamilton	17330 - 0481 (LT)	1.0000%
78	Part of Block 1, Plan 62M1211, designated as Part 78, Plan 62R20253, City of Hamilton	17330 - 0482 (LT)	1.0000%
79	Part of Block 1, Plan 62M1211, designated as Part 80, Plan 62R20253, City of Hamilton	17330 - 0484 (LT)	22.0000%
			100.00%

In my opinion, each parcel of tied land described in this Schedule "D" will, upon the registration of the Declaration and Description, be capable of being individually conveyed, or otherwise dealt with, without contravening Section 50 of the *Planning Act*.

Dated at Hamilton, this 10 day of June, 2016

Joseph G. Speranzini (Solicitor for the Declarant)
Scarfone Hawkins LLP

SCHEDULE "E"SPECIFICATION OF COMMON EXPENSES

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

- (a) all expenses of the Corporation incurred by it or the Board in the performance of the objects and duties of the Corporation whether such objects or duties are imposed under the provisions of the Act or in this Declaration or performed pursuant to an agreement with the owners of the adjacent property, or any By-Law of the Corporation;
- (b) 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;
- (c) 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. storm water and catch basins respecting the Common Elements;
 - iii. water, sewage and electricity respecting Common Elements;
 - iv. fees and payments due under all utility agreements;
 - v. maintenance materials, tools and supplies;
 - vi. snow removal, sanding and salting, if required, and landscaping of common element areas;
 - vii. utilities (hydro, water, gas, etc.) to service the Common Elements and amenities;
 - viii. facilities, including without limitation, services, entrance features and sound attenuation measures; and
 - ix. repair, maintenance and replacement respecting the Common Elements; and
 - x. utilities to service the Common Elements, including all street lighting and watering of landscaping.
- (d) 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;
- (e) 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;
- (f) 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;
- (g) the cost of equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof;
- (h) the cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation;
- (i) the fees and disbursements of the Insurance Trustee, if and when required, and of obtaining insurance appraisals;
- (j) the cost of maintaining fidelity bonds as provided by By-Law;

- (k) all sums required to be paid to the reserve fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation;
- (l) all costs associated with the repair and maintenance of the building, including, but not limited to carpet cleaning, CCTV Systems, Overhead Door, elevator licensing, pest control, window cleaning, janitorial, garbage, fire alarm/sprinkler and all other repair and maintenance costs as shown in the budget, as amended.
- (m) Remuneration payable by the Corporation to any employees deemed necessary for the proper operation and maintenance of the Property.
- (n) All expenses incurred by the Corporation in enforcing any of the By-Laws or Rules of the Corporation from time to time, and effecting compliance therewith by all Owners and their respective tenants, residents, licensees or invitees.
- (o) All costs and expenses incurred by the Corporation with effecting compliance with any agreement.

SCHEDULE "F"**EXCLUSIVE USE COMMON ELEMENTS**

Subject to the provisions of the Declaration, the By-Laws and Rules of the Corporation and the right of entry in favour of the Corporation thereto and thereon, for the purpose of facilitating any requisite maintenance and/or repair work, or to give access to the utility and service areas appurtenant thereto:

- a) NOT APPLICABLE.

SCHEDULE "G"

CERTIFICATE OF ARCHITECT OR ENGINEER**(SCHEDULE "G" TO DECLARATION FOR A
COMMON ELEMENTS OR VACANT LAND CONDOMINIUM CORPORATION)**

(under clause 8(1)(e) and (h) or clauses 157 (1) (c) and (e)
of the *Condominium Act, 1998*)

I certify that:

1. Each building and structure that the declaration and description show are included in the Common Elements and has been constructed in accordance with the regulations made under the *Condominium Act, 1998* with respect to the following matters:

(Check whichever boxes are applicable)

- 1,2,3 ☒ The declaration and description show that there are no buildings or structures included in the Common Elements.

OR

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. ☐ Floor assemblies of the buildings and structures are constructed and completed to the final covering.
3. ☐ Walls and ceilings of the buildings and structures are completed to the drywall (including taping and sanding), plaster or other final covering.
4. ☐ All underground garages have walls and floor assemblies in place.

OR

- ☒ There are no underground garages.
5. ☐ All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

- ☒ There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.
6. ☒ All installations with respect to the provision of water and sewage services are in place and operable.

OR

- ☐ There are no installations with respect to the provision of water and sewage services.
7. ☐ All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.

OR

- ☒ There are no installations with respect to the provision of heat and ventilation.
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.

OR

- ☐ There are no installations with respect to the provision of electricity.
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 or outdoor swimming pools.

[Strike out whichever is not applicable]

11. ☒ All facilities and services that the declaration and description show are included in the Common Elements

OR

- ☐ The following facilities and services that the declaration and description show are included in the Common Elements:

.....(specify by reference to the item numbers in Schedule H)

have been installed and provided in accordance with the requirement of the municipalities in which the land is situated or the requirements of the Minister of Municipal Affairs and Housing, if the land is not situated in a municipality.

DATED this 21st day of June, 2016



Steven Frankovich, P. Eng,

Professional Engineer

SCHEDULE "H"**Buildings and Structures**

1. There are no buildings and structures included in the Common Elements.
2. Facilities and Services that the declaration and description show are included in the Common Elements:
 - (a) private roadway and parking areas.
 - (b) curbs to the extent of base coat asphalt and base curbs, respectively.
 - (c) watermains, valves and hydrants.
 - (d) sanitary sewers and manholes.
 - (e) storm sewers, manholes and catchbasins.
 - (f) street lighting facilities.
 - (g) sidewalks.

SCHEDULE "I"**CERTIFICATE OF OWNER****IN THE MATTER OF A COMMON ELEMENTS CONDOMINIUM CORPORATION**(under clause 139(1)(b) of the *Condominium Act, 1998*)

- (1) We are the owners of the freehold estate in the lands described in Schedule "D" to the Declaration (known as the "Parcels") described as follows:

	Legal Description	Property Identifier No.
1	Part of Block 1, Plan 62M1211, designated as Parts 1 and 81, Plan 62R20253, City of Hamilton	17330 - 0405 (LT)
2	Part of Block 1, Plan 62M1211, designated as Parts 2 and 82, Plan 62R20253, City of Hamilton	17330 - 0406 (LT)
3	Part of Block 1, Plan 62M1211, designated as Parts 3 and 83, Plan 62R20253, City of Hamilton	17330 - 0407 (LT)
4	Part of Block 1, Plan 62M1211, designated as Parts 4 and 84, Plan 62R20253, City of Hamilton	17330 - 0408 (LT)
5	Part of Block 1, Plan 62M1211, designated as Parts 5 and 85, Plan 62R20253, City of Hamilton	17330 - 0409 (LT)
6	Part of Block 1, Plan 62M1211, designated as Parts 6 and 86, Plan 62R20253, City of Hamilton	17330 - 0410 (LT)
7	Part of Block 1, Plan 62M1211, designated as Parts 7 and 87, Plan 62R20253, City of Hamilton	17330 - 0411 (LT)
8	Part of Block 1, Plan 62M1211, designated as Parts 8 and 88, Plan 62R20253, City of Hamilton	17330 - 0412 (LT)
9	Part of Block 1, Plan 62M1211, designated as Parts 9 and 89, Plan 62R20253, City of Hamilton	17330 - 0413 (LT)
10	Part of Block 1, Plan 62M1211, designated as Parts 10 and 90, Plan 62R20253, City of Hamilton	17330 - 0414 (LT)
11	Part of Block 1, Plan 62M1211, designated as Parts 11 and 91, Plan 62R20253, City of Hamilton	17330 - 0415 (LT)
12	Part of Block 1, Plan 62M1211, designated as Parts 12 and 92, Plan 62R20253, City of Hamilton	17330 - 0416 (LT)
13	Part of Block 1, Plan 62M1211, designated as Parts 13 and 93, Plan 62R20253, City of Hamilton	17330 - 0417 (LT)
14	Part of Block 1, Plan 62M1211, designated as Parts 14 and 94, Plan 62R20253, City of Hamilton	17330 - 0418 (LT)
15	Part of Block 1, Plan 62M1211, designated as Parts 15 and 95, Plan 62R20253, City of Hamilton	17330 - 0419 (LT)
16	Part of Block 1, Plan 62M1211, designated as Parts 16 and 96, Plan 62R20253, City of Hamilton	17330 - 0420 (LT)
17	Part of Block 1, Plan 62M1211, designated as Parts 17 and 97, Plan 62R20253, City of Hamilton	17330 - 0421 (LT)
18	Part of Block 1, Plan 62M1211, designated as Parts 18 and 98, Plan 62R20253, City of Hamilton	17330 - 0422 (LT)
19	Part of Block 1, Plan 62M1211, designated as Parts 19 and 99, Plan 62R20253, City of Hamilton	17330 - 0423 (LT)
20	Part of Block 1, Plan 62M1211, designated as Parts 20 and 100, Plan 62R20253, City of Hamilton	17330 - 0424 (LT)
21	Part of Block 1, Plan 62M1211, designated as Parts 21 and 101, Plan 62R20253, City of Hamilton	17330 - 0425 (LT)
22	Part of Block 1, Plan 62M1211, designated as Parts 22 and 102, Plan 62R20253, City of Hamilton	17330 - 0426 (LT)
23	Part of Block 1, Plan 62M1211, designated as Parts 23 and 103, Plan 62R20253, City of Hamilton	17330 - 0427 (LT)
24	Part of Block 1, Plan 62M1211, designated as Parts 24, 104 and 105, Plan 62R20253, City of Hamilton	17330 - 0428 (LT)
25	Part of Block 1, Plan 62M1211, designated as Parts 25, 106 and 107, Plan 62R20253, City of Hamilton	17330 - 0429 (LT)
26	Part of Block 1, Plan 62M1211, designated as Parts 26, 108 and 109, Plan 62R20253, City of Hamilton	17330 - 0430 (LT)
27	Part of Block 1, Plan 62M1211, designated as Parts 27, 110 and 111, Plan 62R20253, City of Hamilton	17330 - 0431 (LT)
28	Part of Block 1, Plan 62M1211, designated as Parts 28, 112 and 113, Plan 62R20253, City of Hamilton	17330 - 0432 (LT)
29	Part of Block 1, Plan 62M1211, designated as Parts 29, 114 and 115, Plan 62R20253, City of Hamilton	17330 - 0433 (LT)

64	Part of Block 1, Plan 62M1211, designated as Part 64, Plan 62R20253, City of Hamilton	17330 - 0468 (LT)
65	Part of Block 1, Plan 62M1211, designated as Part 65, Plan 62R20253, City of Hamilton	17330 - 0469 (LT)
66	Part of Block 1, Plan 62M1211, designated as Part 66, Plan 62R20253, City of Hamilton	17330 - 0470 (LT)
67	Part of Block 1, Plan 62M1211, designated as Part 67, Plan 62R20253, City of Hamilton	17330 - 0471 (LT)
68	Part of Block 1, Plan 62M1211, designated as Part 68, Plan 62R20253, City of Hamilton	17330 - 0472 (LT)
69	Part of Block 1, Plan 62M1211, designated as Part 69, Plan 62R20253, City of Hamilton	17330 - 0473 (LT)
70	Part of Block 1, Plan 62M1211, designated as Part 70, Plan 62R20253, City of Hamilton	17330 - 0474 (LT)
71	Part of Block 1, Plan 62M1211, designated as Parts 71 and 131, Plan 62R20253, City of Hamilton	17330 - 0475 (LT)
72	Part of Block 1, Plan 62M1211, designated as Parts 72 and 132, Plan 62R20253, City of Hamilton	17330 - 0476 (LT)
73	Part of Block 1, Plan 62M1211, designated as Part 73, Plan 62R20253, City of Hamilton	17330 - 0477 (LT)
74	Part of Block 1, Plan 62M1211, designated as Part 74, Plan 62R20253, City of Hamilton	17330 - 0478 (LT)
75	Part of Block 1, Plan 62M1211, designated as Part 75, Plan 62R20253, City of Hamilton	17330 - 0479 (LT)
76	Part of Block 1, Plan 62M1211, designated as Part 76, Plan 62R20253, City of Hamilton	17330 - 0480 (LT)
77	Part of Block 1, Plan 62M1211, designated as Part 77, Plan 62R20253, City of Hamilton	17330 - 0481 (LT)
78	Part of Block 1, Plan 62M1211, designated as Part 78, Plan 62R20253, City of Hamilton	17330 - 0482 (LT)
79	Part of Block 1, Plan 62M1211, designated as Part 80, Plan 62R20253, City of Hamilton	17330 - 0484 (LT)

(2) We consent to the registration of the attached Declaration to create a common elements condominium corporation (known as the "**Corporation**") on Part Block 1, Plan 62M1221, Part 79, Plan 62R20253, City of Hamilton, being all of PIN 17330-0483(LT).

(3) We acknowledge that, upon registration of the Declaration and the Description, the Parcels will become subject to all encumbrances, if any, outstanding against the property described in Schedule "A" to the Declaration.

(4) We consent to the registration of a notice in the prescribed form against the Parcels indicating that a common interest in the Corporation, as the common interest is set out in Schedule "D" to the Declaration, attaches to the Parcels upon the registration of the Declaration and Description.

DATED this 10 day of June, 2016

**NEW HORIZON DEVELOPMENT GROUP
(WATERFRONT TRAILS) INC.**

Per 

Name: Jeff Paikin

Title: President

I have authority to bind the Corporation.

SCHEDULE "J"

**NOTICE OF ATTACHMENT OF A COMMON INTEREST
IN THE MATTER OF A COMMON ELEMENTS CONDOMINIUM CORPORATION**
(under clause 139(2)(b) of the *Condominium Act, 1998*)

Take notice that:

- (1) The attached Declaration and the Description create a common elements condominium corporation (known as the "**Corporation**").
- (2) A common interest in the Corporation, as the common interest as set out in Schedule "D" to this Declaration, attaches to the following parcels of land (known as the "Parcels"):

	Legal Description	Property Identifier No.
1	Part of Block 1, Plan 62M1211, designated as Parts 1 and 81, Plan 62R20253, City of Hamilton	17330 - 0405 (LT)
2	Part of Block 1, Plan 62M1211, designated as Parts 2 and 82, Plan 62R20253, City of Hamilton	17330 - 0406 (LT)
3	Part of Block 1, Plan 62M1211, designated as Parts 3 and 83, Plan 62R20253, City of Hamilton	17330 - 0407 (LT)
4	Part of Block 1, Plan 62M1211, designated as Parts 4 and 84, Plan 62R20253, City of Hamilton	17330 - 0408 (LT)
5	Part of Block 1, Plan 62M1211, designated as Parts 5 and 85, Plan 62R20253, City of Hamilton	17330 - 0409 (LT)
6	Part of Block 1, Plan 62M1211, designated as Parts 6 and 86, Plan 62R20253, City of Hamilton	17330 - 0410 (LT)
7	Part of Block 1, Plan 62M1211, designated as Parts 7 and 87, Plan 62R20253, City of Hamilton	17330 - 0411 (LT)
8	Part of Block 1, Plan 62M1211, designated as Parts 8 and 88, Plan 62R20253, City of Hamilton	17330 - 0412 (LT)
9	Part of Block 1, Plan 62M1211, designated as Parts 9 and 89, Plan 62R20253, City of Hamilton	17330 - 0413 (LT)
10	Part of Block 1, Plan 62M1211, designated as Parts 10 and 90, Plan 62R20253, City of Hamilton	17330 - 0414 (LT)
11	Part of Block 1, Plan 62M1211, designated as Parts 11 and 91, Plan 62R20253, City of Hamilton	17330 - 0415 (LT)
12	Part of Block 1, Plan 62M1211, designated as Parts 12 and 92, Plan 62R20253, City of Hamilton	17330 - 0416 (LT)
13	Part of Block 1, Plan 62M1211, designated as Parts 13 and 93, Plan 62R20253, City of Hamilton	17330 - 0417 (LT)
14	Part of Block 1, Plan 62M1211, designated as Parts 14 and 94, Plan 62R20253, City of Hamilton	17330 - 0418 (LT)
15	Part of Block 1, Plan 62M1211, designated as Parts 15 and 95, Plan 62R20253, City of Hamilton	17330 - 0419 (LT)
16	Part of Block 1, Plan 62M1211, designated as Parts 16 and 96, Plan 62R20253, City of Hamilton	17330 - 0420 (LT)
17	Part of Block 1, Plan 62M1211, designated as Parts 17 and 97, Plan 62R20253, City of Hamilton	17330 - 0421 (LT)
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20	Part of Block 1, Plan 62M1211, designated as Parts 20 and 100, Plan 62R20253, City of Hamilton	17330 - 0424 (LT)
21	Part of Block 1, Plan 62M1211, designated as Parts 21 and 101, Plan 62R20253, City of Hamilton	17330 - 0425 (LT)
22	Part of Block 1, Plan 62M1211, designated as Parts 22 and 102, Plan 62R20253, City of Hamilton	17330 - 0426 (LT)
23	Part of Block 1, Plan 62M1211, designated as Parts 23 and 103, Plan 62R20253, City of Hamilton	17330 - 0427 (LT)
24	Part of Block 1, Plan 62M1211, designated as Parts 24, 104 and 105, Plan 62R20253, City of Hamilton	17330 - 0428 (LT)

59	Part of Block 1, Plan 62M1211, designated as Part 59, Plan 62R20253, City of Hamilton	17330 - 0463 (LT)
60	Part of Block 1, Plan 62M1211, designated as Part 60, Plan 62R20253, City of Hamilton	17330 - 0464 (LT)
61	Part of Block 1, Plan 62M1211, designated as Part 61, Plan 62R20253, City of Hamilton	17330 - 0465 (LT)
62	Part of Block 1, Plan 62M1211, designated as Part 62, Plan 62R20253, City of Hamilton	17330 - 0466 (LT)
63	Part of Block 1, Plan 62M1211, designated as Part 63, Plan 62R20253, City of Hamilton	17330 - 0467 (LT)
64	Part of Block 1, Plan 62M1211, designated as Part 64, Plan 62R20253, City of Hamilton	17330 - 0468 (LT)
65	Part of Block 1, Plan 62M1211, designated as Part 65, Plan 62R20253, City of Hamilton	17330 - 0469 (LT)
66	Part of Block 1, Plan 62M1211, designated as Part 66, Plan 62R20253, City of Hamilton	17330 - 0470 (LT)
67	Part of Block 1, Plan 62M1211, designated as Part 67, Plan 62R20253, City of Hamilton	17330 - 0471 (LT)
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78	Part of Block 1, Plan 62M1211, designated as Part 78, Plan 62R20253, City of Hamilton	17330 - 0482 (LT)
79	Part of Block 1, Plan 62M1211, designated as Part 80, Plan 62R20253, City of Hamilton	17330 - 0484 (LT)

- (3) The common interest cannot be severed from the Parcels upon the sale of the Parcels or the enforcement of an encumbrance registered against the Parcels.
- (4) A copy of the certificate of the owner of the Parcels consenting to the registration of the Declaration and this notice is attached to this Declaration as Schedule "I".
- (5) If the owner of the Parcels defaults in the obligation to contribute to the Common Expenses of the Corporation, the Corporation has a lien against the Parcels.

DATED this 10 day of June, 2016

**NEW HORIZON DEVELOPMENT GROUP
(WATERFRONT TRAILS) INC.**

Per:



Name: Jeff Paikin

Title: President

I have authority to bind the Corporation.