

PETRIE'S LANDING

Tower 2

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I

DISCLOSURE STATEMENT

TABLE OF CONTENTS

(under subsection 72(4) of the *Condominium Act, 1998*)

Declarant's name: **6382983 CANADA INC.**

Declarant's municipal address: **98 Lois, Gatineau, Quebec, J8Y 3R7** Brief

legal description of the property/proposed property:

Part of PIN 14538-0212

**Being PART OF LOTS 28 & 29 CON 1 O.S. CUMBERLAND, BEING PART
5 ON PLAN 50R-7211, SAVE AND EXCEPT PARTS 4 TO 26 ON PLAN 4R-24089.**

Mailing address of the property/proposed property:

to follow

Municipal address of the property/proposed property (if available): **to**

follow

Condominium Corporation: (identify condominium plan, if available) (known as the

"Corporation") **not available**

until registration

The table of contents is a guide to where the disclosure statement deals with some of the more common areas of concern to purchasers. Purchasers should be aware that the disclosure statement, which includes a copy of the existing or proposed declaration, by-laws and rules, contains provisions that are of significance to them, only some of which are referred to in this Table of Contents.

Purchasers should review all documentation.

In this Table of Contents,

"unit" or "units" include proposed unit or units;

"common elements" includes proposed common elements; "common

interest" includes a proposed common interest; and "property"

includes proposed property.

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disclosure statement deals with significant matters, including the following:

MATTER

refer to:

1. The Corporation is a freehold condominium corporation Refer to:
that is a standard condominium corporation.

Declaration-
Preamble

2. The property or part of the property is or may be subject to Yes X Refer to:
the *Ontario New Home Warrantied Plan Act*. No

Disclosure
Statement, sec E

3. The common elements and the units are enrolled or are Yes X Refer to: Sales intended to be
enrolled in the Plan within the meaning of the No _____ Agreement, and
Ontario New Home Warrantied Plan Act in accordance with
the regulations made under that Act.

Disclosure
Statement sec E

Note: Enrolment does not necessarily mean that claimants are
entitled to warranty coverage. Entitlement to warranty coverage
must be established under the *Ontario New Home Warranty
Plan Act*.

4. A building on the property or a unit has been converted Yes Refer to
Disclosure

from a previous use.

No X

Statement sec E:

5. One or more units or a part of the common elements may Yes Refer
to:

be used for commercial or other purposes not ancillary to No X
residential purposes.

Disclosure
Statement sec E

6. A provision exists with respect to pets on the property. Yes ☒ Refer

to:

No

Disclosure

Statement, page 18

and Declaration

sec18 g.

7. There exist restrictions or standards with respect to the use Yes Refer to: of common elements or the occupancy or use of units that are No ☒ based on the nature or design of the facilities and services on the property or on other aspects of the buildings located on the property.

8. The Declarant intends to lease a portion of the units. Yes Refer to:

No ☒

Dis clo su re

If Yes, add:

Statement sec E

The portion of units to the nearest anticipated 25 per cent, that the Declarant intends to lease is per cent.

9. The common interest appurtenant to one or more units Yes Refer to:

differs in an amount of 10 per cent or more from that No ☒ appurtenant to any other unit of the same type, size and design.

Declaration,
Schedule D

(If yes, identify the units where difference exists and what the difference is, expressed as a percentage.)

10. The amount that the owner of one or more units is Yes Refer to:
 required to contribute to the common expenses differs in an No X
 amount of 10 per cent or more from that required of the owner
 of any other unit of the same type, size and design.
 (If yes, identify the units where this difference exists and what
 the difference is, expressed as a percentage.)
 Disclosure
 Statement page 25
 to 29 and Declaration
 Schedule D
11. One or more units are exempt from a cost attributable to Yes Refer to:
 the rest of the units. No X
12. There is an existing or proposed by-law establishing what Yes X Refer to:
 constitutes a standard unit. No
 Disclosure
 Statement page 23
 and 24
 Under clause 43(5) (h) of the Condominium Act, 1998, the
 Declarant is required to deliver to the board a schedule setting out what constituted a
 standard unit
13. Part or the whole of the common elements are subject to Yes Refer to:
 a lease or licence. No X
14. Parking for owners is allowed. Yes X Refer to:
 No Declaration Part 5,
 Disclosure
 Statement sec B
 -in or on a unit Yes X
 No
 -on the common elements Yes
 No X
 - on a part of the common elements of which an owner Yes
 has exclusive use. No X
 parking is
 permitted only in
 the parking units
- (If Yes to any of clauses (a), (b) and C., add: Yes X there are restrictions
 on parking) No Refer to:
15. Visitors must pay for parking. Yes
 No
 X
 There is Visitor parking on the property Yes X No
 Refer to:
 Disclosure
 Statement, sec B
 and Declaration
 sec 13
16. The Declarant may provide major assets and property, Yes X Refer to:
 even though it is not required to do so. No
 Disclosure
 Statement, sec B,
17. The Corporation is required: Refer to:
 (a) to purchase units or assets; Yes ____
 No X
 (b) to acquire services; Yes X Refer to:
 No
 Management
 Agreement and
 Disclosure
 Statement
 4
 (c) to enter into agreements or leases with the Declarant or a Yes X
 subsidiary body corporate, holding body corporate or affiliated No
 See Disclosure
 Statement: Shared

body corporation of the Declarant.

Licence Agreement

(If Yes, identify the agreements and leases involved.)

18. The Declarant or a subsidiary body corporate, holding Yes X
body corporate or affiliated body corporate of the Declarant No
owns land adjacent to the land described in the description.

If Yes, complete the following

facilities

Agreement,
Management
Agreement

Refer to: See

Disclosure
Statement sec B and
draft Site Plan

Refer to : Site

1. The Current use of the land is vacant - under Yes X Plan
development for parking and residential condominiums No
and office facilities

and

2. The declarant has made representations respecting Yes X The Disclosure the future use
of the land. (If yes, add the following: No Statement contains The Disclosure Statement
contains a statement of the a statement of the
representations.)

representations

3. Applications have been submitted to an approval Yes X The Disclosure
authority respecting the use of the land (If Yes, add the No
following: The disclosure statement contains a
summary of the applications

Statement contains
a statement of the
representations

19. To the knowledge of the Declarant, the Corporation Yes
intends to amalgamate with another corporation or the No X
Declarant intends to cause the Corporation to amalgamate with
another corporation within 60 days of the date of registration of
the declaration and description for the Corporation.

Refer to:
Disclosure
Statement sec E

**The purchaser's rights under the *Condominium Act, 1998* to rescind and agreement
of purchase and sale are set out at pages 5 to 7 of the Disclosure Statement.**

This disclosure statement is made this 12th day of June, 2014.

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SECTIONS 73 AND 74, CONDOMINIUM ACT, 1998

The following sections are excerpts from the *Condominium Act, 1998* which set out the rights of purchasers to receive and accept the terms of the documentation which will be registered when the condominium is declared.

Section 73 of *the Condominium Act, 1998*

- (1) A purchaser who receives a disclosure statement under subsection 72(1) may, in accordance with this section, rescind the agreement of purchase and sale before accepting a deed to the unit being purchased that is in registrable form.
- (2) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to the declarant or to the declarant's solicitor who must receive the notice within 10 days of the later of;
 - (a) the date that the purchaser receives the disclosure statement; and
 - (b) the date that the purchaser receives a copy of the agreement of purchase and sale executed by the declaration and the purchaser.

- (3) If a declarant or the declarant's solicitor receives a notice of rescission from a purchaser under this section, the declarant shall promptly refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it.

Section 74 of the *Condominium Act, 1998*

- (1) Whenever there is a material change in the information contained or required to be contained in a disclosure statement delivered to a purchaser under subsection 72(1) or a revised disclosure statement or a notice delivered to a purchaser under section 74 of the Act, the declarant shall deliver a received disclosure statement or a notice to the purchaser.
- (2) In this section "material change" means a change or a series of changes that a reasonable purchaser, on an objective basis, would have regarded collectively as sufficiently important to the decision to purchase a unit or proposed unit in the corporation that it is likely that the purchaser would not have entered into an agreement of purchase and sale for the unit or the proposed unit or would have exercised the right to rescind such an agreement of purchase and sale under section 73, if the disclosure statement had contained the change or series of changes, but does not include:
- (a) a change in the contents of the budget of the corporation for the current fiscal year if more than one year has passed since the registration of the declaration and description for the corporation;
 - (b) a substantial addition, alteration or improvement within the meaning of subsection 97(6) that the corporation makes to the common elements after a turn-over meeting has been held under section 43;
 - C. a change in the portion of units or proposed units that the declarant intends to lease;
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- (d) a change in the schedule of proposed commencement and completion dates for the amenities of which construction had not been completed as of the date on which the disclosure statement was made; or
 - (e) a change in the information contained in the statement described in subsection 161(1) of the services provided by the municipality or the Minister of Municipal Affairs and Housing, as the case may be, as described in that subsection, if the unit or the proposed unit is in a vacant land condominium corporation.
- (3) The revised disclosure statement or notice required under subsection 74(1) shall clearly identify all changes that in the reasonable belief of the declarant may be material changes and summarize the particulars of them.
- (4) The declarant shall deliver the revised disclosure statement or notice to the purchaser within a reasonable time after the material change mentioned in subsection 74(1) occurs and, in any event, no later than 10 days before delivering to the purchaser a deed to the unit being purchased that is in registrable form.
- (5) Within 10 days after receiving a revised disclosure statement or a notice under subsection 74(1), a purchaser may make an application to the Ontario Court (General Division) for a

determination whether a change or a series of changes set out in the statement or notice is a material change.

- (6) If a change or a series of changes set out in a revised disclosure statement or a notice delivered to a purchaser constitutes a material change or if a material change occurs that the declarant does not disclose in a revised disclosure statement or notice as required by subsection 74(1), the purchaser may, before accepting a deed to the unit being purchased that is in registrable form, rescind the agreement of purchase and sale within 10 days of the latest of:

- (a) the date on which the purchaser receives the revised disclosure statement or the notice, if the declarant delivered a revised disclosure statement or notice to the purchaser;
- (b) the date on which the purchaser becomes aware of a material change, if the declarant has not delivered a revised disclosure statement or notice to the purchaser as required under subsection 74(1) with respect to the change; and

C. the date on which the Ontario Court (General Division) makes a determination under subsection 74(5) or (8) that the change is material, if the purchaser or the declarant, as the case may be, has made an application for the determination.

- (7) To rescind an agreement of purchase and sale under section 74, a purchaser or the purchaser's solicitor shall give a written notice of rescission to the declarant or the declarant's solicitor.
- (8) Within 10 days after receiving a notice of rescission, the declarant may make an application to the Ontario Court (General Division) for a determination whether the change or the series of changes on which the rescission is based constitutes a material change, if the purchaser has not already made an application for the determination under subsection 74(5).
- (9) A declarant who receives a notice of rescission from a purchaser under section 74 shall

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refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it.

- (10) The declarant shall make the refund,
- (a) within 10 days after receiving a notice of rescission, if neither the purchaser nor the declarant has made an application for a determination described in subsection 74(5) or (8) respectively; or
 - (b) within 10 days after the court makes a determination that the change is material, if the purchaser has made an application under subsection 74(5) or the declarant has made an application under subsection 74(8).

BRIGIL HOMES: PETRIE'S LANDING - TOWER 2

6382983 CANADA INC.

CONDOMINIUM DISCLOSURE STATEMENT

The following is a brief description of the Petrie's Landing development and an overview of the legal documentation pertaining thereto. This Disclosure Statement is made as of June 12, 2014.

A. NAME AND MUNICIPAL ADDRESS

The name and municipal address of the Declarant of the proposed Condominium are as follows:

Declarant: 6382983 CANADA INC.
 98 Lois
 Gatineau, Quebec J8Y
 3R7

 Tel: (819) 243-7392
 Fax: (819) 243-5126

Address of the Property:

Condominium: The development will be known as Petrie's Landing - TOWER 2 and will have a municipal address (and mailing address) to be determined by the City of Ottawa.

B. GENERAL DESCRIPTION OF THE CONDOMINIUM PROJECT

a. The property

The property upon which the residential Condominium will be constructed is located on a parcel of land, bounded by the Ottawa River on one side and Highway 174 on the other and being legally described as Part Lots 28 and 29, Concession 1 OS, being Part 5 on 50R7211, save and except Parts 4 to 26 on Plan 4R-24089, Cumberland, being Part of Property Identifier Number 14538-0212 (LT), registered in the Land Registry Office for the Land Titles Division of Ottawa (No. 4) and is also described on the attached site plan. The Condominium Corporation to be created upon the registration of a Declaration and description for the property will hereinafter be sometimes referred to as "the Condominium" or "the Corporation".

b. Description of the project

The property upon which the proposed residential condominium will be constructed is located within the overall site to be developed by the Declarant on North Service Road in the City of Ottawa, and generally described in the accompanying Condominium Documents as the "**Condominium**". The Condominium Corporation to be created upon the registration of a declaration and description for the property will hereinafter be sometimes referred to as "**this Condominium**", "**this Corporation**", or "**the Corporation**". This Condominium will be further and more particularly described upon completion of the Building in reference plan of survey to be prepared by an Ontario Land Surveyor, and registered in the aforementioned Land Registry Office.

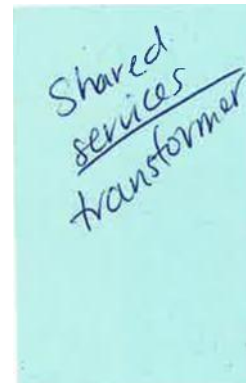
The proposed Condominium project being developed by 6382983 CANADA INC (the "Declarant") will consist of a newly constructed, fifteen storey apartment building, fronting the Ottawa River, which the developer intends to declare as a standard freehold Condominium Corporation under the provisions of the Condominium Act, S.O. 1998, c. 19.

The current plan calls for the developer to construct two further projects which may be built and Declared as Condominium projects, the exact nature and number of storey's of which have not yet been determined, as well as a seniors retirement residence, which may be approximately between

a 2 to 15 storey retirement residence, all on land adjacent to the subject lands owned by the developer. The developer has built one fifteen story apartment building adjacent to this project, which has been declared as Ottawa-Carleton Standard Condominium Corporation No. 836 (referred to herein as Petrie's Landing - Tower 1).

While there is currently no final Development Agreement(s) and/or site Plan Agreement(s) with the City of Ottawa, it is anticipated that the City of Ottawa shall require the Declarant to enter into a Development Agreement(s) and/or Site plan Agreement(s) governing the development of the Condominium which Development Agreement(s) and/or Site Plan Agreement(s) the Condominium shall be obliged to assume and abide by and comply with in accordance with the provisions of the Declaration (a copy of which accompanies the Disclosure Statement).

The Property shall be subject to and have the benefit of certain shared facilities, including but not limited to a shared transformer, certain easements and rights of way including those easements and rights of way necessary to accommodate and give effect to arrangements for certain services and facilities that may be shared as between the various Condominium projects and retirement residence. The transformer is located in the Electrical room of Petrie's Landing - Tower 1, and all future Condominium projects shall require access to said transformer by way of a shared facilities /joint use agreement. The Property is subject to a Joint Use and Maintenance Agreement, dated April 30, 2013, and registered on title on October 21, 2013 as instrument number 0C1530154.



c. The units

The fifteen storey building shall contain approximately one-hundred and thirty-four (134) residential units, approximately one hundred and forty-four (144) storage units, approximately two hundred and twenty indoor (220) parking units (with a two storey under ground parking garage). The residential units shall be made of one bedroom units, two bedroom units and two bedroom plus den units.

Each owner pays directly for hydro/electricity/utilities and domestic water consumed in the residential unit. The hydro/electricity account shall be by way of a sub meters, and collected from unit owner by the Corporation to be paid to the hydro/electricity provider. Each individual dwelling unit shall be wired for cable television and telephone services, however the monthly charge or fee, as well as the initial hookup costs, for the use of these services will not comprise a common element expense, but rather same will have to be borne and paid for by each unit owner.

One storage unit will be assigned to each parking unit purchased, up to a maximum of the number of storage units created. There are a limited number of additional parking units available to dwelling unit purchasers who wish to purchase same.

Vehicle access to the indoor parking may be through a ramp located to the south side of the building, however the final design options have not yet been determined.

There shall be approximately nineteen (19) visitor parking spaces, serving the development, as shown on the site plan.

The exact number of residential units, parking units, storage units and visitor parking spaces is subject to change by the developer. Schedule "D" of the Condominium Declaration, being the schedule which assigns percentages of common interest and common expense to each unit, will be subject to variation in accordance with the final unit count.

The Declarant reserves the right, prior to completion of its marketing program and to registration of this Condominium, to revise the residential unit floor plans based, in part, upon market demand, to create larger residential units or, alternatively, to divide certain other residential units into smaller units, so long as percentage interest of those residential units which remain unaffected by any such change in floor plans is not materially altered, an acceptable variance being within five percent (5%) of the percentage interest and corresponding percentage contribution toward common expenses of the units. The Declarant also reserves the right, prior to registration of this Condominium, to change

the location of the unit boundaries in its sole discretion, so long as the area of the units and the percentage interest in the common elements attributable thereto are not materially altered.

Similarly, the Declarant reserves the right to make comparable variations to the number of parking and storage units to be located in the Condominium (including the possible creation of additional storage units and parking units) so long as the percentage interest of those parking and storage units which remain unaffected by any such change in floor plans is not materially altered, an acceptable variance being within five percent (5%) of the percentage interest and corresponding percentage contribution toward common expenses of the units. The Declarant also reserves the right, prior to registration of this Condominium, to change the location of the parking and storage unit boundaries in its sole discretion, so long as the area of the parking and storage units and the percentage interest in the common elements attributable thereto are not materially altered.

Each unit owner and resident of the Condominium is hereby notified that despite the inclusion of noise and vibration control features within the Condominium the proximity of the Condominium to Highway 174 (being a major arterial roadway) may result in the noise levels affecting the Condominium to exceed the noise criteria established by the Governmental Authority, and that despite the (proposed) inclusion of noise control features within the Condominium, noise levels from the aforementioned source(s) may continue to be of concern, occasionally interfering with some activities of the residential occupants of the Condominium.

Each owner and resident of the Corporation is hereby notified that the elevator banks, garbage and recycling room(s), the transformer, the Condominium's mechanical equipment, the parking garage, as well as the proximity to the adjacent park may cause noise levels to exceed a comfortable level and occasionally interfere with some activities of the residential occupants in this Condominium. In particular, this Condominium has been fitted with central air conditioning in order that windows can be kept closed for noise control purposes.

Each purchaser is hereby notified that in rooms or areas of the residential unit in which there are glass windows or glass doors which, during certain times of the day result in strong or prolonged penetration of sunlight, cooling levels that are standard in other parts of the unit, during times when no such strong or prolonged penetration of sunlight takes place, may not be achieved. No supplemental heating or cooling equipment will be provided for this purpose.

d. Description of the Amenities

The building may be served by a central lobby on the ground floor, giving access to the mail boxes, elevators and stairwells. The upper floor of the building may be equipped with access to an outdoor terrace with barbecue available to dwelling unit owners, men's and women's change rooms, a fitness room, lounge and a swimming pool.

e. Shared facilities

There will be shared with the Condominiums to be declared and the retirement residence, which shall be on adjacent land, private roads and pathways and any other shared facilities to be determined, including but not limited to a transformer. A Joint Use and Maintenance Agreement is registered on title to the Property and establishes the rights and obligations of the Condominiums and the retirement residence with respect to the equal use and cost sharing of the shared facilities including any services which are for their mutual benefit. This Joint Use and Maintenance Agreement shall be amended to incorporate the requirements for the Condominium.

f. Anticipated completion dates

Construction of the Condominium is scheduled to commence in the summer/fall of 2015 and it is anticipated that same will be completed and ready for occupation in or about the summer/fall 2017. These anticipated dates may, however, be delayed due to strikes or other labour disputes or disruptions, shortages in material and equipments, and inclement weather conditions, or by other causes or events beyond the Declarants control. Moreover, the agreement of purchase and sale for the proposed Condominium provides that the Declarant/Vendor may extend the tentative possession date and/or the confirmed possession date of each purchaser, for one or more periods of time, as more particularly specified therein.

C. BRIEF NARRATIVE DESCRIPTION OF THE SIGNIFICANT FEATURES OF THE CONDOMINIUM DOCUMENTATION

The following is a brief narrative description of some of the significant features of the Condominium's proposed Declaration, By-laws and rules governing the use of the common elements and units. Complete copies of the documents referred to below are attached to this Disclosure Statement and purchasers are invited to read them thoroughly and to review any questions or concerns they may have with their legal advisors. It should also be understood that the following is simply a brief summary of the most significant provisions of the documents referred to.

a. The proposed Declaration

The proposed Declaration is the document pursuant to which the Condominium will be created and contains the definitions of the terms used in the Declaration and By-laws.

i. Common Interest and Common Elements:

Each unit owner has an undivided interest in the common elements as a tenant in common with all other owners in the proportion set forth opposite each unit number in Schedule "D" to the Declaration. All owners are entitled to have the use of and access to the common elements, except where restricted by the Declaration, the By-laws or the rules and regulations of the Corporation. The common elements comprise all of the areas of the Property which are not designated as units.

ii. Proportion of Common Interests:

Schedule "D" to the Declaration sets out the proportion of common interest appurtenant to each unit and the percentage in which each owner is to contribute to the common expenses.

iii. Common Expenses:

The common expenses are the costs of performing the duties of the Corporation and are contained in the annual budget. The owners must contribute to the Corporation their share of the common expenses in accordance with the percentage allocated to their unit in Schedule "D" to the Declaration. The Declaration also includes an indemnity Provision that allows the Corporation to add any expenses that it incurs as a result of any act, error or omission of an owner or his or her tenants or guests, to the common expenses of the unit in question.

No units are exempt from a cost attributable to the rest of the units.

iv. Repairs and Maintenance by Owners:

The definition of the boundaries of the units is found in Schedule "C" to the Declaration. Each owner is responsible for repair and maintenance to his or her dwelling unit and storage unit as is stated in the Declaration. The owners must perform such repairs and maintenance to a standard, and using materials consistent with, the quality of those used in the original construction and as may be otherwise required by the Board of Directors.

Each owner must keep the balcony to which his or her unit has access clean and free from debris. Without limiting the generality of the foregoing, balconies must not be used for storage of personal possessions, with the exception of patio furnishings, as described in the Declaration. No barbecuing is permitted on the exclusive use balconies.

Each owner shall keep his or her parking unit(s) clean and free from debris.

Each owner is responsible for maintaining and repairing interior surfaces of doors, windows, door frames and window frames whether located within unit boundaries or not. The Corporation is responsible for repairs to a window glass, window screens, door frames and window frames except for the interior surfaces of same.

Each owner is also responsible for any damage to any and all other units and the common elements which are caused by the negligence of the owner, the owners agents, tenants, invitees or anyone authorized by the owner or the failure of the owner to fulfil his or her repair and maintenance responsibilities.

If a unit owner fails to make repairs which the owner is obliged to make the Corporation may make such repairs and recover the cost of such repairs from a unit owner in the form of additional contributions towards the common expenses.

v. Repairs and Maintenance of Parking Units and Common Elements by Corporation:

The Corporation is responsible for maintenance and repair of the parking units and of the common elements including amenities and fencing, but excluding those areas of the common elements which are the responsibility of owners. It is also responsible for the provision of services to the common elements including hot and cold domestic water, heating/cooling of all common elements and the equipment in the unit referred to herein.

vi. Insurance:

The Corporation has/shall obtain and will maintain insurance coverage for the common elements and units. Such insurance does not include insurance on any improvements and betterments made or acquired by owners and does not include insurance for furnishings, fixtures, equipment, decorating, and personal property, and chattels of the unit owners contained within the unit, such unit owners' personal property and chattels stored elsewhere on the Property; nor will such insurance cover loss of use and occupancy of their unit in the event of damage. Unit owners must also maintain public liability insurance covering any liability to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation. The Corporation assumes no obligation with respect to insurance which may be obtained and maintained by owners and all owners are advised to inquire as to additional insurance coverage that they may require from their insurance advisors. In the event of substantial damage, an Insurance Trustee shall be appointed and the proceeds of any insurance policy will be administered by the Insurance Trustee pursuant to an Insurance Trust Agreement referred to below.

vii. Alterations to the Units and Common Elements:

An owner may not make any alterations to the unit or common elements without the written consent of the Board of Directors of the Corporation except for interior decorating of the dwelling units. The Board shall have the right to impose conditions on any structural or other alterations to the units and/or common elements including the execution of an agreement between the owner and the Corporation if one is required by the Act. Without limiting the generality of the foregoing, any changes to the flooring in dwelling units must comply with the standards and specifications imposed by the Board with respect to sound proofing.

viii. Use and Occupation of Units.

Dwelling Units: The dwelling units shall be used solely for residential single family purposes. There will be restrictions and stipulations to the use of the units which will be set out in the Declaration and in the rules and regulations attached to By-law No 1. Among these are rules respecting the keeping of animals and pets on the Property. Units may not be leased by an owner, other than the Declarant, without the owner obtaining an agreement from the tenant to comply with the Act, the Declaration, the By-laws, and the rules and regulations of the Corporation.

Parking Units: The parking units shall be used solely for the parking of a private passenger automobile, station wagon, motorcycle, mini-van and truck not exceeding 6 feet in height, and shall exclude any type of commercial vehicle, truck, trailer or recreational vehicle, as well as any van, motor-home, boat and /or snowmobile (and such other vehicles as the Board may wish to exclude from the property from time to time). Parking units shall not be sold, transferred, gifted or disposed of in any manner except to an owner of a dwelling unit in this Condominium, the Corporation or the Declarant. Further, parking units shall not be leased or licensed, either in writing or otherwise,

except to an owner of a dwelling unit, to the Corporation, to the Declarant, or to a tenant or licensee of a dwelling unit; the term of the tenancy or license of the parking unit shall not extend beyond the term of the tenancy or license of such tenant or licensee with respect to the dwelling unit.

Storage Units: The same restrictions apply to the sale and leasing of storage units as apply to parking units.

ix. Access to Units:

The Corporation or any insurer of the Property has the right to enter a unit at all reasonable times and on reasonable notice to the owner, under the circumstances set out in the Declaration and may enter without notice in the event of any emergency.

x. Use of and Access to Common Elements:

All owners will be entitled to have the use of and access to the common elements except where restricted by the Declaration, the By-laws or the rules and regulations.

xi. Declarant's Areas:

The Declarant is entitled to erect and maintain signs, flags, displays and sales areas for marketing, rental, sales and construction purposes, including a sales and/or rental office, and models for display and sales purposes relating to proposed or existing Condominium units belonging to the Declarant on the Property or other similar units not on the Property, upon the common elements and within or outside any unsold units of the Property at such locations and having such dimensions as it may determine until all units of the Property have been sold and conveyed. The Declarant, its sales personnel, agents, invitees and tenants are entitled to use the common elements for access to and egress from the units and to show the common elements to prospective purchasers and tenants, and will have the use of a minimum of three (3) visitors' parking spaces at a location or locations to be determined by the Declarant in its sole discretion, until all the units have been sold and conveyed.

xii. Schedules to the Declaration: Schedule "A" sets out

the legal description of the Property. Schedule "B" sets out the consent of any mortgagee to the registration of the Declaration. Schedule "C" sets out the unit boundary monumentation.

Schedule "D" sets out the proportion of common interest appurtenant to each unit which is the percentage in which each owner will contribute to common expenses.

Schedule "E" sets out certain expenses for which the Corporation is responsible.

Schedule "F" sets out the exclusive use common elements.

Schedule "G" contains the Certificate of the Architect.

b. By-laws

i. By-law No. 1:

The first By-law of the Corporation shall be/was passed by the Declarant immediately after registration of the Declaration. This By-law sets up the administrative procedures to be followed in running the affairs of the Corporation including the meetings of the owners and the election of the board of directors and officers. It also establishes the duties of the directors and officers as well as the Corporation as a whole. The Corporation must produce an audited financial statement to the owners on an annual basis and establish a reserve fund for the repair or replacement of the common elements as part of the annual budget.

ii. Rules and regulations:

By-law No. 1 authorizes the Board to enact rules and regulations governing the use of the common elements and the units to promote the safety, security and welfare of the owners and of the Property and to prevent unreasonable interference with their use and enjoyment. The initial rules have been so enacted and are contained with this material. The board of directors has the right to pass further rules and regulations for the same purposes and, if the owners wish to alter, vary or repeal any such further rules, they may call a meeting for this purpose within thirty (30) days after notice of the rules has been given to them. Further, By-laws or amendments to By-laws or rules may be passed by a majority of the owners at a meeting called for that purpose. Special notice should be taken of the rules respecting domestic animals.

iii. By-law No. 2:

By-law No. 2 authorizes the Corporation to borrow money and pledge security.

D. AGREEMENTS AND LEASES SUBJECT TO TERMINATION

The following represents a brief description of all agreements or proposed agreements, which are subject to termination, mentioned in sections 111, 112, 113 and 114 of the Condominium Act 1998, S.O. 1998 as amended (the "Act"). Please be advised, however, that any statements made below are qualified in all respects by the actual contents of such documents, copies of which are all annexed to (and form part of) this disclosure statement.

a. Management Agreement

The Condominium will enter into a management agreement with a person or Corporation to be appointed by the Declarant (the "Manager") pursuant to which the manager will be the exclusive representative and managing agent of the Corporation, for a period of one year from the date of registration of the Corporation. The duties of the manager are fully set out in the management agreement, and include, amongst other things, the enforcement of the terms of the Condominium's Declaration, Bylaws and rules, the preparation and maintenance of the Corporation's current registry of owners and mortgagees, the collection of common expenses, the repair and maintenance of common elements, the keeping of accounts of all financial transactions **involved in managing the** Condominium and paying for all insurance coverage obtained in accordance with the Declaration.

Either party may terminate the Management Agreement upon giving at least sixty (60) days written notice to the other.

b. Insurance Trust Agreement

The Corporation will enter into an agreement with a Trust Company (the "Trustee") pursuant to which the proceeds of the Corporation's insurance will be payable to the Trustee, if and only if the proceeds of an insurance coverage on any one loss or claim are fifteen per cent (15%) or more. The Trustee will then disburse such proceeds towards the cost of repairing any damage to the Condominium property as the repairs progress, upon submission of work progress certificates setting forth, amongst other things, the amounts due to those persons rendering services or furnishing materials for repairs.

Either party may terminate the Insurance Trust Agreement upon giving at least sixty (60) days written notice to the other. The Trust Agreement shall be executed pursuant to the terms found in the Declaration.

c. Site Plan Agreement

The Declarant shall/has entered into a Site Plan Agreement with the City of Ottawa which will be binding on all unit owners and the Corporation

d. Other Agreements

The Declarant will enter into an agreement with the local provider of Natural Gas to facilitate the Gas Company's ability to install, maintain, repair, replace and operate the Gas Company's gas lines throughout the common element areas of the Condominium, if necessary.

The Declarant will enter into an agreement with the local Hydro Commission to facilitate the Hydro Commission's ability to install, maintain, repair, replace and operate the Hydro Commission's electrical plant and hydro lines throughout the common element areas of the Condominium.

The Declarant will enter into an agreement with the local Cable Company to facilitate the Cable Company's ability to install, maintain, repair, replace and operate the Cable Company's cable television lines throughout the common element areas of the Condominium.

The Declarant will enter into an agreement with the Bell Canada to facilitate the Telephone Company's ability to install, maintain, repair, replace and operate the Telephone Company's telephone lines throughout the common element areas of the Condominium.

The Declarant has entered into a Joint Use and Maintenance Agreement and shall enter into further Joint Use and Maintenance Agreements, or amendments thereto, with future Condominiums and the retirement residence with respect to the operation, maintenance and repair of certain shared or common facilities and elements. The Agreement(s) shall also specify the percentages in which each entity is obligated to contribute to the costs of operating, maintaining and repairing such shared facilities. It is intended that the Joint Use and Maintenance Agreement will be a "living agreement" which will contain provisions permitting its adaption to future circumstances in a fair and equitable manner as may be necessary or desirable and will contain an arbitration clause to assist in resolving any disagreements between the parties. A copy of the Joint Use and Maintenance Agreement forms part of the Disclosure.

The Declarant may enter into an elevator service contract on behalf of the Corporation for the continued maintenance of the elevators serving the Building, and may similarly enter into other service contracts, where required.

E. GENERAL PROVISIONS

a. Conversion of residential premises

The Declarant is not making an application for approval with respect to a property that includes a building or related group of buildings that is/are used as a rented residential premises.

b. Enrollment under the Ontario new home warranty plan act

The Declarant has enrolled or intends to enroll the proposed units and common elements under the Ontario New Home Warranty plan.

c. Excess interest

Under subsection 82(8) of the Act, the Declarant is entitled to retain the excess of all interest earned on money held in trust over the interest that it is required to pay to the purchaser under section 82 of the Act.

d. Visitor parking

Visitor parking shall be available on the property of the Condominium and shall be free of charge.

e. Fees and charges

The Corporation is not required to pay fees and charges to the Declarant or another person.

f. Conversion from previous use

The Declarant states that no building on the property, nor a unit nor a proposed unit has been converted from a previous use.

- g. Commercial use

The Declarant states that none of the units or proposed units may be used for commercial or other purpose not ancillary to residential purpose.

h. Marketing of blocks of units

The Declarant does not presently intend to market any of the units in this Condominium, in one or more blocks, to investors.

i. Leasing of units

The Declarant does not presently intend to lease any of the units in this Condominium.

j. Schedule for construction of amenities

No amenities are included in the development except as previously referred to. All amenities will be completed at or about the date of the Declaration of the Condominium, with the exception of seasonal items.

k. Amenities during interim occupancy

During a period of interim occupancy of a proposed unit, the Declarant shall provide to the purchaser all amenities which the purchaser would benefit from if he were to become registered owner, save and except for those amenities which have not yet been completed or are not yet ready for use at the time of the interim occupancy.

1. Amalgamations

To the best of the Declarant's knowledge, the Corporation does not intend to amalgamate with another Corporation, nor does the Declarant intend to cause the Corporation to amalgamate with another Corporation, within 60 days of the date of registration of the Declaration and description for the Corporation.

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SCHEDULE "A"

**TO THE DISCLOSURE STATEMENT
PROPOSED RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS**

The following rules shall be observed by each owner, and the term "owner" shall include the owner of any unit in the Corporation and any other person(s) occupying the unit with the owner's approval, including, without limitation, members of the owner's family, his tenants and their respective invitees and/or licensees:

1. No addition, alteration, decoration or painting of any kind shall be made to any portion of the common elements, without the prior written approval of the board.
2. Water shall not be left running unless in actual use, and no waste, garbage, rubbish, or noxious or unusual substances shall be disposed into (or down) any toilet, sink, or drain. Any damage to plumbing pipes, drains and apparatus resulting from misuse, or from unusual or unreasonable use, shall be borne by the owner who has (or whose family, guests, visitors, tenants, servants or agents have) caused such damage.
3. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the unit or common elements whatsoever, without the prior written consent of the board.
4. No awnings, shades or shutters, nor any screen or storm doors or windows, shall be installed or affixed over and/or outside of any windows, patios and/or balconies, nor shall any exterior

doors be removed, replaced or changed in any way, without the prior written consent of the board.

5. No owner shall do, or permit anything to be done in his unit, or bring or keep anything therein, which will in any way increase the risk of fire, or the rate of fire insurance premium with respect to any of the units or the Corporation itself, or on property kept therein, nor obstruct or interfere with the rights of the other owners, nor in any way injure or annoy them, nor conflict with the regulations of the relevant fire department, or with any insurance policy carried by the Corporation, nor conflict with any of the rules and ordinances of the local board of health, or with any municipal By-law or any provincial or federal statute or regulation.
6. Nothing shall be placed on the outside of window sills or projections, nor upon any patio or balcony railings, without the prior written consent of the board, and nothing shall be thrown or swept out of any windows or doors, nor shall any mops, brooms, dusters, rugs or bedding be shaken or beaten from any windows, doors or balconies, nor from any portion of the common elements.
7. No one shall place, leave or permit to be placed or left in or upon the common elements (including those of which he or she has the exclusive use) any waste, debris, refuse or garbage except in those areas designated by the board or the manager as a central garbage depository, and only on those days and times as are designated by the board or the manager from time to time. In an effort to promote recycling, the residents shall sort out their garbage into designated recycling bins located within the designated drop-off area.
8. No one shall create or permit the creation or continuation of any noise or nuisance which, in the opinion of the board or the manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other owners.
9. Owners shall not overload existing electrical circuits and plumbing facilities in their units.
10. No auction or garage sale shall be held in the units or on the common elements.
11. No hazardous, combustible or offensive goods, products, or materials shall be stored or kept in the units or common elements, without the prior written consent of the board.
12. Save as otherwise provided or contemplated in the Declaration of the Corporation, the sidewalks, passageways, walkways and driveways used in common by the owners shall not be obstructed or used for any purpose other than for ingress and egress to and from the units and/or the common elements.
13. No hanging or drying of clothes shall be allowed on (or within) any portion of the common elements, and no pulley clothesline or other similar apparatus shall be affixed to any unit or common element area.
14.
 - a. Subject to the provisions of the Declaration to the contrary, no commercial vehicle, truck, trailer, van, recreational vehicle, boat, snowmobile, machinery or equipment, other than a private passenger automobile, motorcycle, station wagon, mini-van or truck not exceeding 6 feet in height, shall be parked on any portion of the common elements other than in a designated parking space, without the prior written consent of the board. No servicing or repairs shall be made to any motor vehicle, nor to any other equipment of any kind, either on the common elements, or in any unit. No motor vehicle shall be driven on any part of the common elements other than on a driveway or designated parking area; and
 - b. Visitors' motor vehicles may be parked only in those parking spaces clearly marked or designated for visitors, and for no longer than twenty-four (24) consecutive hours at a time, unless a "guest authorization to park" card or permit is obtained from the board or the manager, failing which such vehicles shall be tagged and/or towed away at the owner's expense. The vehicles of owners and/or residents which are parked in the visitors' parking areas will be tagged and/or towed away at the owner's or resident's expense.

15. No television antennae, satellite dish, aerial, tower or similar structure (nor any appurtenances thereto) shall be erected on, or fastened to, any unit or on any portion of the common elements, without the prior written consent of the board.
16. No window air conditioning unit (or appurtenances thereto) shall be installed within any unit or common element area.
17. No patio enlargements or balcony enclosures shall be installed, erected or created without the prior written consent of the board. No coverings of any kind shall be installed on the balconies or outdoor patios.
18.
 - a. No one shall harm, mutilate, alter, litter, uproot or remove any of the landscaping work on the common elements (including without limitation, the grass, plants, hedges, shrubs, flowers or trees), nor place or affix any planters, statues, fountains or ornamental objects upon any portion of the common elements, without the prior written consent of the board; and
 - b. No one shall be permitted to use any portion of the common element areas for the purpose of planting trees, hedges, shrubbery or any other type of foliage or flora, without the prior written consent of the board.
19. Only a caged bird, aquarium fish, two (2) domestic cats or two (2) dogs, or one (1) dog and one (1) cat, shall be permitted within any unit or common element area, and no such pet that is deemed by the board or the manager (in their absolute discretion) to be a nuisance shall be kept by any owner in any unit or in any part of the common elements. Each owner must ensure that his or her pet does not defecate upon any unit or common element area, and shall be obliged to clean up any mess that occurs therein immediately thereafter. Should a pet owner fail to clean up after his pet as aforesaid, then the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two weeks after receiving a written request from the board (or the manager) to remove such pet, permanently remove such pet from the property. All pets must be on a leash or constrained when outdoors, and shall be accompanied by the owner at all times.

20. No unit owner shall permit or suffer the infestation of his or her unit (or any exclusive use common element areas appurtenant thereto) by pests, insects, rodents or other vermin. Failure to comply with the foregoing, or the failure to report such infestation to the board as soon as the owner is aware of same, will render such owner liable for all costs and expenses incurred in having to eradicate such infestation.
21. Any maintenance or repair work creating (or likely to cause) any noise or disturbance shall only be permitted within the hours of 8:00 a.m. and 8:00 p.m.
22. Roller-skating, skate-board riding and other similar activities are strictly prohibited upon the common elements or within any parking unit.
23. Any owner or tenant of a dwelling unit in this Condominium wishing to reserve the use of the party/meeting room, shall first provide the board of directors or the manager with a refundable deposit, in such amount and upon such terms as may be determined by the board or the manager in their sole discretion, and shall also pay, in advance, a service/cleaning charge to the manager, for each day/night of use or occupancy thereof.
24. All costs and damages including legal fees on a solicitor and client basis incurred by the Corporation as a result of a breach of the rules by any owner (or by the residents, tenants, invitees or licensees of the owner's unit) shall be borne by such owner, and be recoverable by the Corporation against such owner in the same manner as common expenses.
25. The Declarant reserves the right to provide initial Rules and Regulations for the amenities, with the first Board of administrators following the roll over meeting establishing the final Rules and Regulations for same.

SCHEDULE "B"

TO THE DISCLOSURE STATEMENT BUDGET STATEMENT

A. REPAIRS AND MAINTENANCE

GROUND AND COMMON ELEMENTS

- Maintenance contract for services, such as a landscaping firm, air conditioning and/or heating, electrical, plumbing, garage, fire alarm maintenance, elevator maintenance, swimming pool, fitness room and lounge maintenance.
- Snow removal as necessary.
- Janitorial services for Common Elements including the Reception room.

JOINT USE AND MAINTENANCE AGREEMENT

- All shared facility and joint use costs.

B. ADMINISTRATION MANAGEMENT

- Fee to Property Manager, accounting services, etc.
- Annual accounting of Corporation Financial Statements and Legal Retainer.

INSURANCE

- major perils insurance, as required under the Act.
- Boiler and other major equipment.
- All risk policy on the full replacement value of the real property including units and personal property of the Corporation but not including improvements to units by owners.

LIABILITY

- Usual form of liability coverage for the Corporation and Common Elements.

DIRECTORS

- Indemnification of members of the Board. Liability insurance, if reasonable.

INSURANCE TRUSTEE

- The fee charged by the Trustee under the insurance trust agreement.

OTHER

- The estimated cost of the Reserve Fund Study and the Performance Audit, as required by the Act.

C. UTILITIES

- All utilities for the common elements, including but not limited to hydro, gas, water, as well as any item which is bulk metered, however consumed in/by the units, save and except the Hydro/Electricity costs for the consumption for each unit, in which case the Corporation shall charge the Unit owner for their consumption based on submeter reading or other similar technology.

D. RESERVE FUND

- The reserve fund is established for the major repair and replacement of the common elements and assets of the Corporation.
- The reserve fund figure is based on the greater of; I) the amount that is reasonably expected to provide sufficient funds for the major repair and replacement of the common elements and assets of the Corporation, calculated on the basis of the expected repair and replacement costs and the life expectancy of the common elements and assets of the Corporation and, ii) 10% of the estimated budgeted amount required for contributions to operating cost for the year, exclusive of the reserve fund.
- The reserve fund study which must be conducted within 12 months of the registration of the Declaration.

E. JUDGMENTS

At the time of preparing the budget statement there are no judgments against the Declarant

NOTE:

To calculate monthly individual unit assessments:

- i) divide the total budgeted common assessments by 12 to find the total monthly assessment;
- ii) then, multiply the monthly assessment by the unit's percentage contribution to common expenses to find the monthly individual unit assessments. (Round this value up to the next 5 cents).

Notes for Operating Budget

The Operating Budget attached hereto makes provision for items normally associated with the day to-day operation of a residential building. No provision (except for the Reserve Fund) is made in the first year for items of a capital nature.

The Operating Budget does not provide for interest or other miscellaneous revenue, however, where such income is generated, the Operating Budget, as shown, will be reduced by said Income.

All references are to supplies and material necessary for this building, the elevator and ground maintenance, and the purchase only of such supplies and material which will be used during the year to which this Budget relates.

All the items in this Budget relate to the common elements and shared facilities only and do not relate to any unit.

This Budget includes only ordinary repairs to and maintenance of the common elements and does **not include any repairs or maintenance required as a result of abuse, vandalism or theft, or as a result** of loss or damage covered by insurance.

This Budget is drawn utilizing our own experience, and from expert opinions obtained, and represents an accurate projection of the costs to be expected during the first year of operation, following registration of the Declaration. Where relevant, an inflation factor of three percent (3%) has been used in the Budget estimates. This may not be adequate in the light of recent trends of the general economy and the increasing costs of contracts, but Purchasers are protected during the first year of operation by the provisions of the Condominium Act, 1998.

Each of the units shall be separately metered for hydro (sub meter, see above), gas (gas is supplied to top two floors only), domestic water and will provide for its own hydro and the individual owners shall be responsible for payment of their own hydro, gas (if applicable) and domestic water charges.

OPERATING BUDGET

A budget statement for a one (1) year period immediately following the registration of the Declaration is attached hereto.

EXPENSES	ESTIMATED ANNUAL COST
A. REPAIRS AND MAINTENANCE CONTRACTS	
General maintenance	\$ 8,000
Fire extinguisher maintenance	\$ 3,500
Generator	\$ 500
Security equipment	\$ 2,500
Snow removal	\$ 12,000
Landscaping	\$ 12,500
Pest control	\$ 500
Garbage	\$ 7,000
Elevator maintenance	
Superintendent	V,0°/- \$ 41,000
Garage maintenance	na! \$ 2,500 \$ 5,000 \$ 4 500
Window cleaning	L \$ 1,500
Heating and air conditioning maintenance	urA; 1/4%0' \$ 1,500 \$ 1,500
Plumbing maintenance	
Electrical maintenance	
B. ADMINISTRATION	
Insurance	\$ 15,000
Office expenses	\$ 2,500
Telecommunications	\$ 2,000
Professional fees	\$ 3,000
Management fees	\$ 27,000
Auditor fees	\$ 2,750
Reserve Fund Study	\$ 11,000
C. UTILITIES	
Electricity	\$ 19,000
Gas \$ 30,000 Basement exhaust \$ 24,000	
MAU (Make-up Air Unit)	\$ 22,000
Water/Sewer	\$ 95,700
Common area lighting	\$ 32,000
Elevators	\$ 25,000
Pumps	\$ 3,000
Hydronic systems	\$ 16,000
Chiller \$ 16,000 Miscellaneous \$ 3,000	
TOTAL EXPENSES	\$452,950
Add: Reserve fund amount - 20 %	\$ 90,590

Max
pay for
super
\$ 20,000
no cleaning
series

\$20 per door
\$ 32,160 +
\$ 36,340.00
24 per
25
4.86
door
\$25
10,200
H
5,424

836
\$ 35.80
per do

TOTAL FUNDS REQUIRED

\$543,540

DEFINITION OF STANDARD UNIT

Brigil to provide at a later date, pursuant to the Act.

second page standard unit

Brigil to provide at a later date, pursuant to the Act.

SCHEDULE OF MONTHLY CONDOMINIUM FEES - RESIDENTIAL UNITS

BUILDER'S REFERENCE	UNIT	LEVEL	MONTHLY FEE
101	1	1	\$234.36
103	2	1	\$194.62
104	3	1	\$200.42
105	4	1	\$198.39
106	5	1	\$200.42
107	6	1	\$131.10
108	7	1	\$200.42
109	8	1	\$350.96
110	9	1	\$350.96
201	1	2	\$335.87
202	2	2	\$335.87
203	3	2	\$194.62
204	4	2	\$200.42
205	5	2	\$198.39
206	6	2	\$200.42
207	7	2	\$153.72
208	8	2	\$200.42
209	9	2	\$350.96
210	10	2	\$350.96
301	1	3	\$335.87
302	2	3	\$335.87
303	3	3	\$194.62
304	4	3	\$200.42
305	5	3	\$198.39
306	6	3	\$200.42
307	7	3	\$153.72
308	8	3	\$200.42

309	9	3	\$350.96
310	10	3	\$350.96
401	1	4	\$335.87
402	2	4	\$335.87
403	3	4	\$194.62
404	4	4	\$200.42
405	5	4	\$198.39
406	6	4	\$200.42
407	7	4	\$153.72
408	8	4	\$200.42
409	9	4	\$350.96
410	10	4	\$350.96
501	1	5	\$335.87
502	2	5	\$335.87
503	3	5	\$194.62
504	4	5	\$200.42
505	5	5	\$198.39
506	6	5	\$200.42
507	7	5	\$153.72
508	8	5	\$200.42
509	9	5	\$350.96
510	10	5	\$350.96
601	1	6	\$335.87
602	2	6	\$335.87
603	3	6	\$194.62
604	4	6	\$200.42
605	5	6	\$198.39
606	6	6	\$200.42
607	7	6	\$153.72

608	8	6	\$200.42
609	9	6	\$350.96
610	10	6	\$350.96
701	1	7	\$335.87
702	2	7	\$335.87
703	3	7	\$194.62
704	4	7	\$200.42
705	5	7	\$198.39
706	6	7	\$200.42
707	7	7	\$153.72
708	8	7	\$200.42
709	9	7	\$350.96
710	10	7	\$350.96
801	1	8	\$335.87
802	2	8	\$335.87
803	3	8	\$194.62
804	4	8	\$200.42
805	5	8	\$198.39
806	6	8	\$200.42
807	7	8	\$153.72
808	8	8	\$200.42
809	9	8	\$350.96
810	10	8	\$350.96
901	1	9	\$335.87
902	2	9	\$335.87
903	3	9	\$194.62
904	4	9	\$200.42
905	5	9	\$198.39
906	6	9	\$200.42
907	7	9	\$153.72

908	8	9	\$200.42
909	9	9	\$350.96
910	10	9	\$350.96
1001	1	10	\$335.87
1002	2	10	\$335.87
1003	3	10	\$194.62
1004	4	10	\$200.42
1005	5	10	\$198.39
1006	6	10	\$200.42
1007	7	10	\$153.72
1008	8	10	\$200.42
1009	9	10	\$350.96
1010	10	10	\$350.96
1101	1	11	\$335.87
1102	2	11	\$335.87
1103	3	11	\$194.62
1104	4	11	\$200.42
1105	5	11	\$198.39
1106	6	11	\$200.42
1107	7	11	\$153.72
1108	8	11	\$200.42
1109	9	11	\$350.96
1110	10	11	\$350.96
1201	1	12	\$335.87
1202	2	12	\$335.87
1203	3	12	\$194.62
1204	4	12	\$200.42
1205	5	12	\$198.39
1206	6	12	\$200.42

1207	7	12	\$153.72
1208	8	12	\$200.42
1209	9	12	\$350.96
1210	10	12	\$350.96
1401	1	13	\$335.87
1402	2	13	\$335.87
1403	3	13	\$194.62
1404	4	13	\$200.42
1405	5	13	\$198.39
1406	6	13	\$200.42
1407	7	13	\$153.72
1408	8	13	\$200.42
1409	9	13	\$350.96
1410	10	13	\$350.96
PHO1	1	14	\$335.87
PHO2	2	14	\$335.87
PHO3	3	14	\$357.34
PHO4	4	14	\$365.75
PHO5	5	14	\$370.97
PHO6	6	14	\$422.31

There 220 parking units and each parking unit shall have a common expense of \$42.21 per month, save and except builder parking units 90 and 91 on Level **B**, which shall be \$84.42 per month.

There are 144 storage units and each storage unit shall have a common expense of between \$3.48 per month and \$17.43 per month.

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT, 1998

This Declaration (hereinafter called this or the "Declaration") is made and executed pursuant to the provisions of the *Condominium Act, 1998*, S.O. 1998 as amended from time to time, and the regulations made thereunder (all of which are hereinafter collectively referred to as the "Act") by:

6382983 CANADA INC., a Corporation incorporated under the laws of the DOMINION OF CANADA

(hereinafter called the "Declarant")

WHEREAS the Declarant is the owner in fee simple of certain lands and premises situate in the City of Ottawa, in the Province of Ontario, and being more particularly described in Schedule "A" annexed hereto, and in the description submitted herewith by the Declarant for registration in accordance with Section 7 of the Act (hereinafter called the "Description") and which lands are sometimes hereinafter referred to as the "lands" or the "Real Property";

AND WHEREAS the Declarant is constructing or has constructed a building upon the Real Property comprising One hundred and thirty-four (134) Dwelling Units, One hundred and forty-four (144) storage Units and Two hundred and twenty (220) parking Units;

AND WHEREAS the Declarant intends that the Real Property, together with the said building constructed thereon shall be a freehold standard condominium corporation governed by the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

PART 1- INTRODUCTION

Section 1 Definitions

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

- a. the "Adjacent Lands" means those lands located in the City of Ottawa and being composed of part of Lots 28 & 29, Concession 1 (OS), Cumberland;
- b. the "Adjacent Condominium Corporation" means Ottawa-Carleton Standard Condominium Corporation No. 836 and the building(s) to be developed and registered by the Declarant as separate condominium corporation(s) on the Adjacent Lands;
- c. the "Common Elements" shall mean all the property except the Units;
- d. the "Common Interest" shall mean the interest in the Common Elements appurtenant to a Unit;
- e. the "Corporation", this "Corporation", the "Condominium" and/or "this Condominium" shall mean the Condominium Corporation created by the registration of this Declaration and the Description pursuant to the Act;
- f. the "Dwelling Units" shall mean Units 1 to 9 inclusive, on level 1, and Units 1 to 10 inclusive, on levels 2 to 13, inclusive and Units 1 to 6 inclusive, on levels 14, and to be used solely for the purposes set out in this Declaration;
- g. the "locker Units" shall mean Units ** to ** inclusive, on level A and Units ** to ** inclusive on level B, and to be used solely for the purposes set out in this Declaration;;
- h. the "parking Units" shall mean Units ** to ** inclusive, on level A and Units ** to **, inclusive, on level B, and to be used solely for the purposes set out in this Declaration;
- i. the "Visitor Parking Spaces" shall mean the visitor parking spaces within the Condominium available for the use by the invitees of the Owners, residents and tenants of this Condominium;
- j. the "Governmental Authorities" shall mean the Corporation of the City of Ottawa and all other Governmental Authorities or agencies having jurisdiction over the Real Property;
- k. an "Owner" shall mean the owner or owners of the freehold estate or estates in a Unit and its appurtenant Common Interests, but shall not include a mortgagee unless in possession;

- 1. the "Lounge" shall mean the area on level 15 of this Condominium containing or encompassing a multi-purpose room and containing such equipment, furniture or accessories related thereto as may be deemed necessary or advisable by the Declarant or the Board of directors of this Condominium, serving and benefiting this Condominium only and forming part of the Common Elements of this Condominium;
- m. the "Recreation Centre" shall mean the area on level 15 of this Condominium containing a swimming pool, a whirlpool, an exercise room and change rooms and containing such equipment, furniture or accessories related thereto as may be deemed necessary or advisable by the Declarant or the Board of directors of this Condominium, serving and benefiting this Condominium only and forming part of the common elements of this Condominium;
- n. the "Outside Terrace" shall mean the outside area of this Condominium containing tables and chairs serving and benefiting this Condominium only and forming part of the common elements of this Condominium;
- o. the "Rules" shall mean the rules passed by the board of directors of this Condominium (hereinafter called the "Board"), and becoming effective pursuant to Section 58 of the Act
- P. the "Shared Facilities" means the access roads and pathways located on the Shared Land together with all services and utilities to the Shared Facilities;
- q. the "Shared Land" means those lands on or under which the Shared Facilities are located;
- r. a "Unit" shall mean a part of the lands included in the Description and designated as a Unit by the Description, and shall comprise the space enclosed by its boundaries and all the material parts of the land within such 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 Section 89, 90, 91, 92, 96, 97, 123 and 124 of the Act, and pursuant to this Declaration, shall extend to all improvements made by the Declarant thereto in accordance with its structural plans pertaining to same, notwithstanding that some of such improvements may be made after registration of the Declaration.

Section 2 Statement of Intention

The Declarant states that the Real Property described in Schedule "A" annexed hereto, and in the Description, together with all interests appurtenant thereto, shall be governed by the Act. The registration of this Declaration and the description will create a freehold standard condominium as defined in the Act.

Section 3 Consent of Encumbrancers

The consent of every person having a registered mortgage against the Real Property is contained in Schedule "B" attached hereto.

Section 4 Boundaries of Units and Monuments

The monuments controlling the extent of the Units are the physical surfaces mentioned in the boundaries of the Units set forth in Schedule "C" attached hereto.

Section 5 Common Interest and Common Expense Allocation

Each Owner shall have an undivided interest in the Common Elements as a tenant in common with all other Owners, and shall contribute to the common expenses in the proportions set forth opposite each Unit number in Schedule "D" attached hereto.

Section 6 Exclusive Use of Common Elements

The Owner of each Unit shall have the exclusive use of those parts of the Common Elements as set forth in Schedule "F" attached hereto subject however to each owners use being regulated by the provisions of the Act, this Declaration and the By-Laws and Rules of the Corporation, and subject to

the rights of entry in favour of the Corporation (and its authorized agents and representatives) exercisable in accordance with the provisions of the Act and this Declaration.

Section 7 Mailing Address and Address for Service

The Corporation's address for service and mailing address shall be:
 98 Lois
 Gatineau, Quebec J8Y 3R7 or such other address as the Corporation may determine
 by resolution of the Board.

PART 2 - SPECIFICATION OF COMMON EXPENSES

Section 8 Meaning of Common Expenses

The common expenses shall be the expenses of the performance of the objects and duties of the Corporation, and such other expenses as are listed in Schedule "E" attached hereto.

Section 9 Payment of Common Expenses

Each Owner, including the Declarant, shall pay to the Corporation his or her proportionate share of the common expenses, and the assessment and collection of the 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 including legal fees on a solicitor and client basis and disbursements or damages incurred by the Corporation by reason of a breach of the Act, Declaration, by-laws and any Rules and regulations of the Corporation in force from time to time, by any Unit 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 upon the same terms and in the same manner as unpaid common expenses.

Section 10 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, amounts that are reasonably expected to provide sufficient funds for the major repair and/or replacement of the Common Elements and assets of the Corporation, all in accordance with the provisions of the Act.
- b. Until the Corporation conducts a first reserve fund study and implements the proposed plan, the amount which the Corporation shall collect toward such contributions to the reserve fund shall be the greater of; I) the amount that is reasonably expected to provide sufficient funds for the major repair and replacement of the Common Elements and assets of the Corporation, calculated on the basis of the expected repair and replacement costs and the life expectancy of the Common Elements and assets of the Corporation, or ii) twenty (20%) per cent of the budgeted amount required for contributions to the common expenses exclusive of the reserve fund, all in accordance with the provisions of the Act.
- c. The Corporation shall conduct a reserve fund study within one (1) year following the registration of the Declaration and Description, and subsequent to that, as prescribed under the Act.
- d. No part of the reserve fund shall be used except for the purposes set out in the Act. The amount of the reserve fund shall constitute an asset of the Corporation and shall not be distributed to the mortgagees of the Units or, except on termination of the Corporation, to the Owners of the Units.

Section 11 Certificate of Common Expenses

The Corporation shall, upon request, provide the requesting party with a status certificate and accompanying statements and information in accordance with Section 76(1) of the Act. The Corporation shall forthwith provide the Declarant with a status certificate and all such accompanying

statements and information, as may be requested from time to time by or on behalf of the Declarant in connexion with a sale or mortgage of any Unit(s), and the Corporation may charge a prescribed fee for providing the status certificate. At the present time, the prescribed fee is one hundred (\$100.00).

PART 3 - OCCUPATION AND USE OF COMMON ELEMENTS

Section 12 General Use

- a. Save as otherwise provided in this Declaration to the contrary, each Owner may make reasonable use of, and has the right to occupy and enjoy, the whole or any part of the Common Elements, including those exclusive use portion of the Common Elements allocated to his or her Unit, subject, however, to any conditions or restrictions set out in the Act, this Declaration, the Corporation's by-laws (hereinafter collectively called the "by-laws") and the Rules. Moreover, save as otherwise hereinafter expressly provided, no condition shall be permitted to exist (and no activity shall be carried on) in any Unit, or upon the Common Elements, that is likely to damage the property of the Corporation (or that of any other person), or injure any person, or impair the structural integrity of any portion of the Common Elements and/or any Unit, or that will unreasonably interfere with the use or enjoyment (by other Unit Owners) of the Common Elements and/or the other Units, or that may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may increase any applicable insurance premium(s) with respect thereto, and in the event this section of the Declaration is contravened, **then the Unit Owner responsible for such contravention** shall pay and fully reimburse the Corporation for all costs and expenses incurred to redress, rectify and/or obtain relief from any such injury or damage (including without limitation, all increased insurance premium costs, and any legal expenses incurred by the Corporation to collect any of the aforementioned costs), and shall indemnify the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such contravention (and all such costs and expenses 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. Save as otherwise provided in this Declaration to the contrary, no Owner shall make any change or alteration to an installation upon the Common Elements, or maintain, decorate, alter 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, without obtaining the prior approval of the Corporation in accordance with the Act.
- c. Until such time as the Declarant has sold and transferred title to all the Dwelling Units in this Condominium, the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access and egress over the Common Elements, for the purposes of implementing the Declarant's marketing/construction program and sales efforts with respect to the unsold Units in this Condominium.
- d. **No one shall, by** any conduct or activity conducted in or **upon** any part of the Common Elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to (or by virtue of) this Declaration, any by-law(s) of the Corporation and/or any agreement authorized by the by-law(s) of the Corporation.
- e. Only the Owners of the Dwelling Units in this Condominium (and their respective residents, tenants and invitees) shall have access to, and use and enjoyment of the Lounge, Outside Terrace and the Recreation Centre. The use and enjoyment of the these areas shall be governed by the Rules and regulations passed by the Board of directors from time to time in connection therewith.
- f. No barbecuing is permitted on exclusive use balconies.
- g. Removable seasonal furniture only shall be allowed on exclusive use balconies.

- h. Nothing shall be stored or affixed to exclusive use balconies or the common elements.

Section 13 Use of Visitor's Parking Spaces

- a. Each visitor's parking space in the Visiting Parking Areas comprising part of the Common Elements of this Condominium shall be used only by the visitors and guests of the Owners, residents and tenants of the Dwelling Units in this Condominium (and by the Declarant's authorized employees, agents, representatives or contractors), for the purposes of parking thereon only one motor vehicle per space, and each such space shall be individually so designated by means of a clearly visible sign or mark. None of the visitor parking spaces shall be assigned, leased or sold to any Unit Owner, or otherwise dealt with, other than by the Board in accordance with the provisions of the Act and this Declaration.
- b. Each visitor's parking space shall be used and occupied only for motor vehicle parking purposes, in strict accordance with the Rules of the Corporation in force from time to time, and for the purposes of this Declaration, the term "motor vehicle" shall be defined restrictively to include only a private passenger automobile, motorcycle, station wagon, mini-van or truck not exceeding 6 feet in height, and shall exclude any type of commercial vehicle, truck, trailer or recreational vehicle, as well as any van, motorhome, boat and/or snowmobile (and such other vehicles as the Board may wish to exclude from the property from time to time), **but shall** nevertheless specifically include any construction, service and/or loading vehicles utilized by the Declarant and/or any of its agents, employees or contractors in the course of constructing or servicing this Condominium.

Section 14 Use of the Fitness Room, Lounge and Outside Terrace

- a. The use of the recreation centre, which includes the swimming pool, fitness room and change rooms, which comprises part of the Common Elements, shall only be used to accommodate owners and their guests. The use of the of these facilities shall be subject to the terms and provisions of all applicable municipal by-laws and regulations pertaining to the Real Property, and shall also be governed by the Rules and regulations of the Corporation in force from time to time. Save and except for the Declarant (while the Declarant owns any Dwelling Units in this Condominium).
- b. The use of the Outside Terrace which comprises part of the Common Elements, shall only be used to accommodate owners and their guests . The use of the Outside Terrace shall be subject to the terms and provisions of all applicable municipal bylaws and regulations pertaining to the Real Property, and shall also be governed by the Rules and regulations of the Corporation in force from time to time. Save and except for the Declarant (while the Declarant owns any Dwelling Units in this Condominium).

Section 15 Restricted Access

Save as otherwise specifically provided in this Declaration to the contrary, no one shall have any right of access to those parts of the Common Elements designated or used from time to time as any utilities area, building maintenance or storage area, roof area, any area used for operating or storing machinery and/or garbage, or any other parts of the Common Elements used for the care, maintenance or operation of the Real Property, without the prior written consent of the Board. No one shall be entitled to place or affix any matter or thing directly on top of any rooftop structure. No one shall have any right of access to the roof space through the roof entrance located in the vicinity of the ceiling on Level 15, without the prior written consent of the Board. The foregoing restrictions on access shall not, however, apply to any first mortgagee holding first mortgages on at least ten (10%) percent of the Dwelling Units in this Condominium, if exercising a right of access for purposes of inspection, upon giving 48 hours notice to the Corporation's building manager.

Section 16 Modification of Common Elements and Assets

- a. No Owner shall make any change or alteration to an installation upon the Common Elements, or alter, decorate, renovate, maintain or repair any part of the Common Elements, except for maintaining those parts of the Common Elements which he has a duty to maintain in accordance with the provisions of this Declaration, without obtaining the prior written approval of the Corporation in accordance with the Act.
- b. For the purposes of this section, the Board shall decide whether any addition, alteration, or improvement to or renovation of the Common Elements, or any change to the assets of the Corporation, is substantial.
- c. For the purposes of this Declaration, and for the purposes of regulating and managing the affairs of this Condominium and its compliance with the provisions of the Act, any change or alteration effected pursuant to an obligation imposed upon the Corporation by any provision of any by-law, or by any provision of any agreement authorized by-law, shall not be considered an addition, alteration, improvement to or renovation of the Common Elements of the Corporation.
- d. A copy of the complete set of "as-built" architectural and structural plans and specifications for the building(s) situate on the Real Property, including copies of all plans and specifications for any additions, alterations or improvements made from time to time to the Common Elements or to any Unit which required the prior written consent of the Board, shall be maintained in the office of the manager of the Corporation at all times, or at such other place as the Board shall from time to time determine by resolution, for the use of the Corporation in rebuilding or repairing any damage to the building(s), and for the use of any Owner or mortgagee.

PART 4 - OCCUPATION AND USE OF UNITS

Section 17 General Use

- a. No Unit shall be occupied or used by any Owner, or by anyone else, in such a manner as is likely to damage or injure any person or property (including any other Unit(s) or any portion of the Common Elements), nor in any manner that will unreasonably interfere with the use or enjoyment by other Owners of the Common Elements or their respective Units, nor in any manner which may affect the structural integrity of any Unit and/or the Common Elements, 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, nor in such a manner as to lead to a breach by any Owner or by the Corporation of any provision of this Declaration. In the event that the use made by any Owner of his or her Unit, other than the Declarant, causes injury or damage to any person or property, or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being cancelled, then such Owner shall indemnify and save the Corporation harmless from and against all costs, damages and/or liabilities that the Corporation may suffer or incur as a result thereof, and such Owner shall also be personally liable to pay and/or fully reimburse the Corporation for any 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.
- b. The Owner of each Unit shall comply, and shall require all residents, tenants, invitees, and licensees of his or her Unit to comply with the Act, this Declaration, the by-laws (including any easements and/or agreements authorized by the by-laws), and the Rules of this Corporation.

- c. Save and except as specifically provided in this Declaration to the contrary, no *Owner*, other than the Declarant, shall make any structural change or alteration whatsoever to his or her Unit, without the prior written consent of the Board.

Section 18 Use of Dwelling Units

- a. Each Dwelling Unit shall be occupied and used only for residential purposes in accordance with the provisions of the applicable zoning by-laws of the Corporation of the City of Ottawa pertaining to the Real Property, as amended from time to time, and for no other purposes whatsoever, provided however that the foregoing **shall** not prevent the Declarant from completing the building situate on the Real Property and all improvements thereto, nor shall the foregoing prevent the Declarant, while owning and seeking to sell any of the Dwelling Units in this Condominium (nor any mortgagee who has a registered mortgage or charge against not less than ten percent (10%) of the Dwelling Units in this Condominium, and who seeks to sell the Units so encumbered by said mortgage or charge), from utilizing such Units for the purposes of creating and/or maintaining a sales office, construction office and/or customer service office, as well as advertising signs, and model suites for display purposes, provided same do not interfere with the reasonable use and enjoyment of the Common Elements or other Units in this Condominium. No commercial use, as defined by the rules of the Corporation, shall be permitted in or in respect of any Unit.
- b. No owner shall remove or repair any fixture or item within a Unit that is directly connected **to** the common elements without utilizing the services of a licensed mechanic to perform the type of work being removed or repaired.
- c. The building includes normal or customary air-conditioning equipment for condominium buildings of comparable quality. However, each owner and occupant of a dwelling Unit shall be deemed to have acknowledged that in rooms or areas within the Unit in which there are glass windows or glass doors, which during certain times of the day result in strong or prolonged penetration of sunlight, cooling levels which are standard in other parts of the Unit, during times when no strong or prolonged penetration of sunlight takes place, may not be achieved. Certain units may be supplied with supplemental heating by way of baseboard heating.
- d. The buildings include normal or customary noise attenuation features for condominium buildings of comparable quality. However, each owner and occupant of a dwelling Unit shall be deemed to have acknowledged that due to the potential for noise emanating or stemming from the use of refuse chutes, elevators, mechanical equipment in the building, the amenities or the common areas, or the Units generally, noise levels may occasionally interfere with some of the indoor activities of the occupants of the Condominium.
- e. No owner or resident of any dwelling Unit, other than the Declarant, shall be permitted to make any structural change or alteration in or to his or her Unit, and without limiting the generality of the foregoing, to any boundary wall, load bearing partition wall, floor, heating, air conditioning, plumbing or electrical installations or facilities or make any change to an installation upon the common elements or make any change or installation in or to any door, window, toilet, bathtub, shower, wash basin or sink forming part of the Unit, or maintain, decorate, alter or repair any part of the common elements, without the prior written consent of the board of directors

and in accordance with the Act, this Declaration, the Corporation's by-laws or rules. This provision is not intended to restrict an owner from carrying out a change which is solely decorative in nature, including any change **to** the configuration of the partition walls within his or her dwelling Unit, provided such walls or partitions are non-load bearing and contain no service conduits that service any other Unit or the common elements.

- f. No owner or resident of any dwelling Unit shall alter the interior design or colour of any part of a dwelling Unit where the change, alteration or decoration is normally visible from the exterior thereof, it being the intent of the Corporation to maintain high and uniformly-kept standards of architectural control and design for the building.
- g. No owner or occupant of any dwelling Unit shall maintain, keep or shelter any animal, livestock or fowl therein other than a household pet as herein defined. For the purpose of this restriction upon the use and occupation of dwelling Units, the term "household pet" shall mean a caged bird, aquarium fish, two (2) domestic cats or two (2) dogs, or one (1) dog and one (1) cat. If such household pet becomes a nuisance and causes unreasonable interference with the use and enjoyment by owners of other dwelling Units and the common elements, the Corporation may require the pet owner to permanently remove such pet from the property upon two (2) weeks written notice.
- h. For the purposes of the subparagraph, "Vertical Party Wall" means a vertical wall constructed along the boundary between two (2) Units shown in the description as a vertical plane. Where and to the extent that concrete, concrete block or masonry portions of walls or columns located within the 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 the prior written consent of the Corporation, which may attach any reasonable condition to its consent, including the approval of the insurer of the property:
- i. erect, remove or alter any internal walls or partitions within the **Unit, or**
 - ii. where he or she is the owner of two (2) or more adjoining Units, erect, remove or alter along all or part of those portions of the vertical boundaries of each such adjoining Unit shown in the description as a line, or plane, any Vertical Party Wall between his or her Unit and such adjoining Unit, or any soundproofing or insulating material on his or her Unit side of such Vertical Party Wall.
- i. Prior to performing any work which an owner is entitled to perform pursuant **to** section 18 h. I., the owner shall lodge with the Corporation 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 carrying on business in the Province of Ontario certifying that if the work is carried out in accordance with the drawings and date so lodged with the Corporation, the structural integrity of the common elements will not be impaired and such work will not interfere with or impair any structure where the functioning or operation of any machinery and equipment which is part of the common elements.

All work performed under section 18 h. I. 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 conditions, if any, of approval by the Corporation; and iii. the drawings, specifications and date lodged with the Corporation as set out in subparagraph (I) above.

- k. Forthwith following the completion of any work which an owner is entitled to perform pursuant to section 18 h. L, 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 Corporation, certifying that the work has in fact been completed in accordance with the drawings and data previously lodged with the Corporation, 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 certification, specifying in reasonable detail the reasons why such certification cannot be made.
- 1. The Declarant shall be entitled to redesign any unsold Unit or Units including the erection, removal or alteration of any internal walls within a Unit and/or the alteration and removal, in whole or in part, of any Vertical Party Wall between two (2) adjoining Units without the prior consent of the Corporation, in the completion of its marketing and sales of unsold Units. The Declarant shall, however, lodge with the Corporation the drawings and specifications detailing the location, materials and method of construction and installation of such work and shall comply with all relevant municipal and other governmental by-laws, rules, regulations or ordinances in completing any such alterations to the unsold Units.

Section 19 Temporary Model Suites

- a. Notwithstanding any by-law or Rule of the Corporation to the contrary, the Declarant shall be entitled to erect and maintain signs, flags, displays and sales areas for marketing, rental and sales purposes including a sales and/or rental office and models for display and sales purposes relating to the proposed or existing Units of the Real Property or other similar proposed or existing Units belonging to the Declarant not located on the Real Property, upon the Common Elements and within or outside any **unsold Units on the Real Property, pursuant to the Declarant's ongoing marketing** program, at such location and having such dimensions as the Declarant may determine in its sole discretion, until all Units of the Real Property are sold and conveyed by the Declarant. Other than for these purposes, no signs may be erected on the Common Elements nor displayed within or outside any Units. The Declarant, its tenants, agents, sales staff and their respective invitees shall be entitled to use the Common Elements for access to, and egress from, said model suites, rental and/or sales offices and to show the Common Elements to prospective purchasers and tenants of the Corporation and of any other similar projects of the Declarant and will have the use of a minimum of **three (3) visitor's** parking spaces in the Outdoor Visitor Parking Area for the exclusive use of the Declarant's staff and visitors and such further parking as the Declarant may require at a location or locations to be determined by the Declarant in its sole discretion, and may park upon any unallocated parking spaces on the Real Property, until such time as all of the Units of the Real Property are sold and conveyed. The Declarant is entitled to use any unoccupied Unit for purposes incidental to the sale, conveyance, rental or constructions of the Units of the Real Property or of any other similar projects of the Declarant.
- b. Notwithstanding anything herein or any Rule or regulation of the Corporation to the contrary, the Declarant, as well as any company affiliated with the Declarant, or other person approved in writing by the Declarant shall be irrevocably empowered without any limitation, at all times, whether for permanent or temporary occupancy, to sell, lease, rent or transfer Units owned by the Declarant or such person, as the case may be, for any period and under any terms to any tenants, purchasers or transferees without the consent of any person, including the Corporation, being required.
- c. **It is the intent of this section that neither the Corporation nor the Board shall** interfere with the construction, sale, lease, rent or transfer of such Units by the Declarant. Accordingly, any Rule or regulation adopted either by the Board or the

Corporation which is inconsistent with the intent of this section shall be null and void. The costs of any action concerning the enforcement of any rights hereunder shall be borne by the party against whom a judgment is rendered. The Declarant (and any person or affiliated company designed by the Declarant as above provided) shall, at all times, act fairly and reasonably in its exercise of the rights reserved by this section.

Section 20 Rights of Entry

- a. The Corporation or any insurer of the Real Property, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit, at all reasonable times upon giving reasonable notice, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the Real Property, or carrying out any duty imposed upon the Corporation.
- b. In case of an emergency, an agent of the Corporation may enter a Unit at any time and without notice, for the purpose of repairing the Unit, Common Elements or part of the Common Elements or for the purpose of correcting any condition which might result in damage or loss to the property including, without limiting the generality of the foregoing, to access, maintain, repair or replace the shut off valves and common pipes providing water services for the benefit of more than one Unit. The Corporation or any one authorized by it may determine whether an emergency exists.
- c. If an Owner is not personally present to grant entry to the Unit, the Corporation or its agents, may enter the Unit, provided that they firstly take reasonable steps to obtain permission from the Owner or occupant of such Unit and provided that they exercise courtesy and reasonable care in conducting the activity which requires their entry into such Unit.
- d. 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 bylaws.

PART 5 RESTRICTIONS ON PARKING AND STORAGE UNITS

Section 21 Use of Parking Units

Each parking Unit shall be used and occupied only for motor vehicle parking purposes, in strict accordance with the Rules of the Corporation in force from time to time, and without limiting any wider definition of the term "motor vehicle" as may be imposed by the Board from time to time, the term "motor vehicle" shall be restricted to a private passenger automobile, station wagon, motorcycle, mini-van and truck not exceeding 6 feet in height, and shall exclude any type of commercial vehicle, truck, trailer or recreational vehicle, as well as any van, motor-home, boat and /or snowmobile (and such other vehicles as the Board may wish to exclude from the property from time to time), but shall nevertheless specifically include any construction, service and/or loading vehicles utilized by the Declarant and/or any of its agents, employees or contractors in the course of constructing or servicing this Condominium. The Corporation may make provision in its annual budget for the cleaning and sweeping of the parking Units, either in their totality, or in groups of parking spaces.

Section 22 Disposition of Parking Spaces

No Owner of a parking Unit shall sell, transfer, gift or otherwise dispose of same except to the Corporation, or to an Owner of a Dwelling Unit in this Condominium Corporation or to the Declarant. No parking Unit may be leased or licensed, either in writing or otherwise, except to any

Owner, tenant or licensee of a Dwelling Unit in this Condominium, the Corporation or the Declarant. The term of any lease or license of a parking Unit to a tenant or licensee of a Dwelling Unit shall not extend beyond the term of the tenancy or license of such Dwelling Unit.

Section 23 Storage Units

- a. The storage Units shall be used only for the storage of personal effects which shall not constitute a nuisance or danger to the other Owners, the Units and the Common Elements. No storage Unit shall be used for the storage of plants, food, gasoline, propane, cleaning materials or other combustible or inflammable substances nor for any motorized recreational equipment.
- b. The Board may, from time to time, make and pass other Rules and regulations regarding the use of storage Units.
- c. No Owner of a storage Unit shall sell, transfer, gift or otherwise dispose of same except to the Corporation, or to an Owner of a Dwelling Unit in this Condominium Corporation or to the Declarant. No storage Unit may be leased or licensed, either in writing or otherwise, except to any Owner, tenant or licensee of a Dwelling Unit in this Condominium Corporation or the Declarant. The term of any lease or license of a storage Unit to a tenant or licensee of a Dwelling Unit shall not extend beyond the term of the tenancy or license of such Dwelling Unit.

PART 6 - LEASING OF UNITS**Section 24 Notification of Lease**

- a. Where the Owner of a Unit leases his or her Unit, the Owner shall forthwith notify the Corporation that the Unit is leased and shall provide the Corporation with the lessee's name, and the Owner's new address for service of notices and/or other communication purposes.
- b. In addition, no Owner, other than the Declarant, shall lease his or her Unit unless he or she first delivers to the Corporation a binding covenant or agreement, signed by the tenant, to the following effect:

"I acknowledge, covenant and agree that I, the members of my household, and my guests and my invitees from time to time, will in using the Unit rented by me and the Common Elements, comply with the Condominium Act, 1998, the Declaration, the by-laws, and all Rules and regulations of the Condominium Corporation, during the entire term of my tenancy, and will be subject to the same duties imposed by the above as if I were a Unit Owner, except for the payment of common expenses, unless otherwise provided by the Condominium Act, 1998."

Section 25

No tenant shall be liable for the payment of common expenses and additional costs incurred by the Corporation unless notified in writing by the Corporation that the Owner/landlord of the Unit which the tenant is occupying is in default of payment of common expenses, and requiring the said tenant to pay to the Corporation the amounts owing to the Corporation, in which case the tenant shall deduct from the rent otherwise payable to the said Owner/landlord said amounts and shall pay same to the Corporation.

Section 26 Owner's Liability

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

PART 7 - MAINTENANCE AND REPAIRS AFTER DAMAGE**Section 27 Maintenance and Repairs to Units**

- a. For the purposes of maintenance and repair of the Units and common elements, the Unit shall include:

- the heating, or air treatment equipment which serves that Unit only and the appurtenances, connections, etc., with respect thereto, no matter where located; and,
- ii. all electrical wiring, cables, conduits, lines and connections which serve that Unit only and which run from the fuse box in that Unit, to electrical outlets or fixtures serving that Unit exclusively.
- b. Notwithstanding the foregoing, Residential, Parking or Storage Units shall exclude:
- any concrete floor slabs, load bearing column, structural member or load bearing partition contained within the Unit;
 - ii. exterior windows and window frames, exterior doors and exterior door frames; and
 - iii. Any pipe, wire, cable, conduit, duct, flue, shaft or public utility line used for power, telephone or television cable, water, heating, air conditioning or drainage that is within any dwelling or Parking Unit and provides any service or utility to another Unit or Units; but the Unit shall include any fixture outlet **or** other facility with respect to any service or utility which is within the boundaries of the Unit and which services only the Unit.
- c. Each owner, shall maintain, repair and/or replace his or her Unit as well as the thermostatic controls, the smoke detectors, the washing machine hoses, the dryer vents, the vertical heat pumps and where applicable the booster fans within the dwelling Units.
- d. Save as otherwise specifically provided in this Declaration to the contrary, each Owner shall maintain his or her Unit , and, subject to the provisions of this Declaration, each Owner shall repair his or her Unit after damage, all at such Owner's own expense, save and except for any damage for which the cost of repairing same is recovered under any policy or policies of insurance maintained by the Corporation, subject to a loss deductible, in which latter case the Corporation shall be obliged to expend such insurance proceeds in order to undertake and complete all requisite repairs to the damaged Unit. Repairs and maintenance of Dwelling Units and storage Units shall be performed by the Owners to a standard **and using** materials consistent with the quality of those used in the original construction thereof and as may be otherwise required by the Board.
- e. Notwithstanding anything hereinbefore or hereafter provided to the contrary, each Owner shall be responsible for all damages to any and all other Units and to the Common Elements, which are caused by the failure of such Owner to maintain and repair his or her Unit in accordance with the provisions of this Declaration, save and except for any damages for which the cost of repairing same is recovered under any policy or policies of insurance maintained by the Corporation, subject to a loss deductible.
- f. Each Owner shall be responsible for:
- maintaining heat in their Dwelling Units above the freezing temperature of water. In the event an Owner defaults in payment of any hydro charges, the Corporation may pay same to prevent any discontinuance of service to the dwelling Unit and such costs shall be charged back to the Owner, shall be deemed to be additional contributions to the common expenses and shall be recoverable as such or recoverable by any other procedure the Corporation elects; ii. keeping their parking Units free of debris;
 - iii, maintaining the interior surface of doors which provide the means of ingress and egress from their Unit and maintain the interior surface of windows, door frames and window frames and window screens whether such doors and windows are part of a Unit or part of the Common Elements; and,

- iv. maintaining those areas of the Common Elements of which the Owners have exclusive use.
- g. The Corporation shall make any repairs that an Owner is obligated to make and that he or she does not make within a reasonable time, after written notice is given to such Owner by the Corporation. In such event, the Owner shall be deemed to have consented to having repairs done to his or her Unit by the Corporation. The Owner shall forthwith reimburse the Corporation in full for the cost of all such repairs, including all legal and collection costs incurred by the Corporation, and all such costs shall bear interest at the rate specified in the by-laws for unpaid common expenses, calculated monthly, not in advance, until paid by the owner. The Corporation may collect such costs in such instalments as the Board may decide upon, which instalments may be added to the monthly contribution towards the common expenses of such Owner, after delivery of written notice thereof by the Corporation, and same shall be treated in all respects as common expenses, and recoverable as such.

Section 28 Maintenance and Repairs to Common Elements

- a. Save as otherwise specifically provided in this Declaration to the contrary, the Corporation shall maintain, and repair after damage, the Common Elements, assets and/or property of this Condominium, excluding any improvements or amenities installed by any Unit Owner upon or within any common element area(s) set aside for the exclusive use of such Owner. This duty to maintain and repair shall extend to all exclusive use portions of the Common Elements, and to the exterior surfaces of doors which provide access to the Dwelling Units, and to all windows and skylights, if any (except for the maintenance of the interior surfaces thereof, and to the exterior surfaces thereof accessible by balconies or patio areas, in respect of which the responsibility for maintenance only, but not for repairs, shall reside solely with the affected Unit Owner).
- b. Notwithstanding anything hereinbefore or hereinafter provided to the contrary, each Unit Owner shall be responsible for the cleaning and sweeping of any balcony or patio area set aside for the exclusive use of such Owner, provided however that no Owner may alter or repair said balcony area, nor apply any paint, stucco, wallpaper, varnish, stain or other covering to any portion of the said balcony area (or to any portion of the exterior window glazing), nor alter or change the colour, texture and/or materials constituting same, without the prior written consent of the Corporation obtained pursuant to Section 98(1) and 98(2) of the Act. Upon the Corporation's request, each Owner shall provide access to the balcony or patio area set aside for the exclusive use of such Owner, to the Corporation's authorized workmen, agents or contractors, for the purposes of facilitating and/or expediting any requisite maintenance and/or repair work to same.
- c. Notwithstanding anything herein before or hereinafter provided to the contrary, no one shall bring onto, place, affix, erect or install on or within any balcony, any object, material, or thing that exceeds the permissible load(s) set forth or contemplated in the structural plans or specifications of the Condominium.
- d. Each Owner shall forthwith reimburse the Corporation for the cost of repairs made by the Corporation to any windows and doors serving his or her Unit, which repairs were necessitated by damage caused by such Owner's negligence or wilful misconduct, or as a result of the negligence or wilful misconduct of the residents, tenants, invitees or licensees of his or her Unit.
- e. Notwithstanding anything herein before or hereinafter provided to the contrary, the Corporation shall completely remove all snow from the Common Elements.

PART 8 - INSURANCE

Section 29 Insurance Maintained by the Corporation

a. Fire and Extended Risks

The Corporation shall obtain and maintain 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 the Unit Owners' interests in the Units and Common Elements, and in respect of the Unit Owners' obligation to repair any damage to:

- i. the Common Elements,
- ii. personal property owned by the Corporation, excluding furnishings, furniture and other personal property supplied or installed by the Owners, and
- iii. the Units, except for any improvements or betterments made or acquired by the Unit Owners, as defined in the Act,

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 reasonable loss deductible clause.

b. Public Liability and Boiler Insurance

The Corporation **shall obtain and maintain public liability and property damage insurance**, with limits to be determined by the Board, insuring the Corporation against its liability resulting from breach of duty as occupier of the Common Elements, or arising from the ownership, use or operation, by or on its behalf, of boilers, machinery, pressure vessels and/or motor vehicles if applicable.

c. General Provisions re Policies of Insurance

The foregoing policy of insurance will insure the interest of the Corporation and the Unit Owners from time to time, as their respective interests may appear, with all mortgages endorsements being subject to the provisions of this Declaration and the insurance trust agreement, and shall contain the following provisions:

- i. all proceeds arising from any loss shall be payable to the Insurance Trustee, save and except that when the amount receivable is less than 15 percent (15%) of the replacement cost of **the property covered by the policy**, the insurer shall pay said proceeds to the Corporation or the person whom the Corporation specifies;
- ii. waivers of subrogation against the Corporation, its managers, agents, employees and servants, and against the Unit Owners, and any resident, tenant, invitee, or licensee of a Unit, except for damage arising out of arson or fraud caused by any one of the above;
- iii. such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days prior written notice sent by registered mail to all parties whose interests appear thereon, and to the Insurance Trustee, and to any first mortgagee who has charges on more than twenty-five (25%) percent of the Units;
- iv. waivers of any defence based on co-insurance or on any invalidity arising from any act, or omission, or breach of a statutory condition, by any insured;
- v. provisions that the same shall be primary insurance in respect of any other insurance carried by the Unit Owner(s);

- vi. waivers of the insurer's obligation to repair, rebuild or replace the property in the event that after damage, the government of the property is terminated pursuant to the Act;
- vii. the deductible portion of any insurance obtained by the Corporation shall be a common expense shared by all Owners according to their proportionate share, except where an Owner or tenant causes damage to the Unit, in which case that portion of the deductible relating to the Unit damage can be added to the common expenses for that Unit.

Section 30 General Provisions Regarding the Condominiums Insurance

- a. At least once every three years, and at such times as the Board may *deem* advisable (and also upon the request of any mortgagee or mortgagees holding mortgages on 50% or more of the Units) the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the Common Elements and assets of the Corporation 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 Corporation, its Board, and its officers 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, 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 to adjust any loss to his or her Unit.
- c. Every mortgagee shall be deemed to have agreed to waive any right to have the proceeds of any insurance applied on account of the mortgage. This subparagraph C shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote, or to consent to matters at meetings of Owners, if the mortgage itself contains such a provision, and also the right of any mortgagee to receive the proceeds of any insurance policy if the property is not repaired or replaced.
- d. A certificate or memorandum of all insurance policies and endorsements thereto shall *be* issued as soon as possible to each Owner, and to each mortgagee who has notified the Corporation of his or her interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner, and to each mortgagee who has notified the Corporation of his or her interest in any Unit, no later than ten (10) days before the expiry of any current insurance policy. The master policies for the 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.**
- e. 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 for in this Declaration.

Section 31 Indemnity Insurance

The Corporation shall obtain and maintain insurance, if reasonably available, for the benefit of directors and officers of the Corporation, in order to indemnify them against any liability, cost, charge or expense (the "liabilities") incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against the liabilities incurred as a result of a contravention

of Section 37(1) of the Act. The standard of care for director's and officers is codified as follows:

"Directors and Officers must act honestly and in good faith, and must exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances."

Section 32 Insurance Maintained by the Individual Unit Owners

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, if deemed *necessary* or desirable by any Owner, may be obtained and maintained by such Owner:

- a. Insurance on any perils not insured by the Corporation, on any additions or improvements made by an Owner to his or her Unit, and on furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within his or her Unit, and such Owner's personal property and chattels stored elsewhere on the property, including his or her automobile or automobiles, and for loss of use and occupancy of his or her Unit in the event of damage. Such policy or policies of insurance shall contain waivers of subrogation against the Corporation, its manager, agents, employees, and servants, and against the other Unit Owners and any residents, tenants, invitees or licensees of such other Units, except for any damage arising from vehicle impact, arson or fraud caused or contributed by any of the above.
- b. Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner's Unit, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.
- c. Insurance covering additional living expenses incurred by an Owner if forced to leave his or her Dwelling Unit by one of the hazards protected against under the Owner's personal policy.
- d. Insurance covering special assessments levied against an Owner's Unit by the Corporation.
- e. Insurance covering any deductible pursuant to the Corporation's policy of insurance for which the owner is responsible.

Section 33 Indemnification by Owners

- a. *The* owner of a Unit is responsible for any cost incurred to repair damage to the common elements, the owner's Unit, or other Units that may have been caused by the act or omission of the owner or anyone for whom the owner is responsible.
- b. In cases where it has been determined that the responsibility for payment of the cost to repair is that of the owner, or where an owner requests to repair a common element himself or herself, the Board shall approve the selection of the contractor and/or the method of repair. This decision, at the discretion of the Board, shall be based on a minimum of two (2) bids, the method of repair, the meeting of standards of uniformity and consideration of the convenience of the owner (s) involved.
- c. Each Owner shall indemnify and save the Corporation harmless from and against any loss, cost including the insurance deductible and legal costs on a solicitor and client basis, damage, injury or liability which the Corporation may suffer or incur resulting from (or caused by) any act or omission of such Owner, the Owner's family or any member thereof, any other resident or occupant of that Unit, or any other tenant, invitee or licensee or agent of such Owner's Unit, to or with respect to the Common Elements and/or to any or all Units except for any loss, costs, damage, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation but this exception shall not apply to vehicle impact, arson, fraud, vandalism and malicious mischief. All payments to be made

by any Owner pursuant to this section shall be deemed to be additional contributions toward the common expenses payable by such Owner, and shall be recoverable in the same manner and upon the same terms as unpaid common expenses.

Section 34 Insurance Trust Agreement

The Corporation shall, when a loss exceeds fifteen per cent (15%) of the value of the property, enter into an Insurance Trust Agreement with a trust company, registered under The Loan and Trust Corporations Act, or a chartered bank or other firm qualified to act as an insurance trustee (the "Insurance Trustee"). This agreement shall provide that the trustee shall hold all insurance proceeds in trust and disburse the proceeds in satisfaction of the Corporation's and Owners' respective obligations to repair, in accordance with the provisions of the Act and this declaration. Notwithstanding the foregoing, where insurance proceeds payable on any one loss or occurrence is less than fifteen per cent (15%) of the replacement value of the property, the proceeds shall be paid directly to the Corporation and shall be held in trust and disbursed by the Board as if it were acting as the Insurance Trustee.

PART 9 - SHARED FACILITIES AND SERVICES

Section 35 Ownership

The Shared Land and the Shared Facilities shall ultimately be shared between this Corporation and the Adjacent Condominium Corporations.

Section 36 Use of Shared Facilities

The Shared Facilities shall be occupied and used only by the Declarant and those authorized by it, the owners and occupants of any Dwelling Unit and their respective invitees (herein collectively called the "Permitted Users"). No provision contained in the by-laws or Rules of the Corporation shall restrict the access provided to the Permitted Users pursuant to this Declaration.

Provided further that the Declarant may utilize such portions of the Shared Land determined and designated by it in its sole discretion for construction, marketing and related purposes until such time as construction has been completed of all the structures on the Adjacent Lands.

Notwithstanding the transfer of ownership of the Shared Land to other condominium corporations may not yet have occurred, the Permitted Users shall have immediate use and enjoyment of the Shared Facilities as soon as same are completed and operational, save and except those areas which are or will be used by the Declarant for sales and construction purposes as provided aforesaid.

Section 37 Shared Facilities/Joint Use and Maintenance Agreement

The operation of the Shared Facilities and the sharing of the cost of same is to be governed by an agreement registered on title to the Property. Such agreement provides for the establishment of a committee (herein referred to as the "Shared Facilities Committee") in accordance with the provisions of By-law No. 1 of the Corporation. The costs relating to the Shared Facilities shall be budgeted **by the Shared Facilities Committee** and shall include a separate reserve fund relating to the major repair and replacement of the Shared Facilities. Upon registration of the declaration for the this Condominium

Corporations, there shall be executed an assumption agreement whereby the Condominium Corporations assume all of its obligation and responsibilities as described therein.

PART 10 - DUTIES OF THE CORPORATION

Section 38 Duties

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

- a. To cause heat, hydro and all other requisite utility services to be provided to the Units and common areas and to the amenities therein, so that they are fully functional and operable during normal or customary hours of use (as determined by the Declarant initially, and subsequent to the turnover meeting convened pursuant to the Act, by the Board from time to time).
- b. To enter into, abide by and comply with, the terms and provisions of the following outstanding agreements (and any successor or supplementary agreement(s) with

respect thereto) which are (or will be) registered against the Units and/or common elements (hereinafter collectively referred to as the "Outstanding Municipal Agreements", namely :

- i. an outstanding condominium development agreement between the Declarant and the City of Ottawa pertaining to the outstanding municipal concerns involving the ongoing operation and maintenance of the Condominium, registered on _____ as Instrument No. _____
- c. To grant, immediately after the registration of this declaration, if so required, an easement in perpetuity in favour of the Hydro-Electric Commission (the "Hydro Commission") over, under, upon, across and through the common elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of the Hydro Commission's electrical plant and hydro lines, and all necessary appurtenances thereto, in order to facilitate the supply of hydro-electric service of this Condominium, and if requested by the Hydro Commission, to enter into and abide by the terms and provisions of an agreement with the Hydro Commission pertaining to the provision of hydro service to the Condominium (the "Hydro Agreement").
- d. To grant, immediately after the registration of this declaration, if so required, an easement in perpetuity in favour of a Gas Company (the "Gas Company") over, under, upon, across and through the common elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of the Gas Company's gas lines (and all necessary appurtenances thereto) in order to facilitate the supply of gas service to this Condominium, and if so requested by the Gas Company, to enter into (and abide by the terms and provisions of) an agreement with the Gas Company pertaining to the provision of gas service to the Condominium (hereinafter referred to as the "Gas Agreement").
- e. To grant, immediately after the registration of the declaration, if so required, an easement in perpetuity in favour of a supplier of cable and/or satellite television services ("TV service provider") over, under, upon, across and through the common elements, for the purposes of facilitating the installation, operation, maintenance and/or repair of the TV service provider's television lines (and all necessary appurtenances thereto) in order to facilitate the supply of cable and/or satellite television services to each of the Units in the Condominium, with each Unit owner being separately billed or invoiced for all cable and/or satellite television services so consumed beyond basic services, and if so requested by the TV Service provider, to enter into (and abide by the terms and provisions of) an agreement with the TV service provider pertaining to the provision of cable and/or satellite television services to the Condominium (hereinafter referred to as the "TV Service Agreement").
- f. To take all reasonable steps to collect from each Unit owner his or her proportionate share of the common expenses, and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each Unit in respect of which the owner had defaulted in the payment of common expenses.

PART 11- GENERAL MATTERS AND ADMINISTRATION

Section 39 Units Subject to the Act, Declaration, By-laws, Rules and Regulations

- a. All present and future owners, tenants and residents of Units, their families, guests, invitees, licensees or agents shall be subject to and shall comply with the provisions of the Act, this Declaration, the by-laws, and any other Rules and regulations of the Corporation.
- b. The acceptance of a transfer/deed of land, or the entering into a lease, or the entering into occupancy of any Unit, shall constitute an agreement that the provisions of this Declaration, the by-laws and any other Rules and regulations, as they may be amended from time to time, are accepted by such Owner, tenant or resident, and all of such provisions shall be deemed and taken to be covenants running with the Unit

and shall bind any person having, at any time, any interest or estate in such Unit as though such provisions were recited and stipulated in full in each and every such transfer/deed of land or lease or occupancy agreement.

Section 40 Obligations in the Event of Sale or Mortgaging

Each Owner of a Unit shall, in the event he or she conveys or mortgages his or her Unit, notify the Corporation of the conveyance or mortgage within seven (7) days of the registration of the documents relating thereto. Unit Owner as referred to in the within paragraph shall be deemed to include a Purchaser.

Section 41 Right of Entry

- a. The Corporation, or any insurer of the property, and their respective agents, employees or authorized representatives, and 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, for the purposes of making inspections, adjusting losses, making repairs and replacements, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, or which violates any public health or safety regulation, or carrying out any duty imposed upon the Corporation.
- b. Residents must give keys to all locks to the dwelling Units to the Corporation's authorized representative.
- c. In case of emergency, any agent, employee or authorized representative of the Corporation may enter a Unit at any time without notice or express permission, for the purpose of repairing the Unit, the common elements or any part thereof, or for the purposes of correcting any condition which might result in damage or loss to the property or any assets of the Corporation or of any other Unit owner, or which may violate any public health or safety regulation. The Corporation or any one authorized by it may determine whether an emergency exists, in its sole and unfettered discretion, acting reasonably, and the right of entry shall not impose upon the Corporation or any of its authorized agents or representatives any duty or liability to monitor or supervise the Unit.
- d. If any owner of a Unit shall not **be** personally present to grant entry to the Unit, the Corporation, or its agents, may enter the Unit without rendering it, or them, liable to any claim or cause of action for damages, provided that they exercise reasonable care.
- e. The rights and authority hereby reserved to the Corporation, any insurer and their respective agents, employees or authorized representatives, does not impose upon them any responsibility or liability whatsoever for the care or supervision of an Unit except as specifically provided in the Declaration or the by-laws.

Section 42 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 or enforceability of the remainder of this Declaration.

Section 43 Waiver

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

Section 44 Notice

- a. Except as otherwise provided in the Act or as hereinbefore set forth, any notice, direction or other instrument required or desired to be given, shall be given as follows:
 - i. To an Owner, by giving same to him or her (or to any director or officer of the Owner), either personally or by ordinary mail, postage prepaid, addressed to him or her at the address for service given by such Owner to the Corporation for its record, or if no such address has been given to the Corporation, then to such Owner at his or her respective Unit.
 - ii. To a mortgagee who has notified the Corporation of his or her interest in any Unit, by giving same to such mortgagee (or to any director or officer of such mortgagee) either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation.
 - iii. To the Corporation, by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service.
- b. If any notice is mailed as aforesaid, such notice shall be deemed to have been received (and to be effective) on the third (3rd) day following the day on which same was mailed.

Section 45 Occupancy Standards

The occupancy standards for the Units of the Corporation shall be the occupancy standards contained in the by-law passed by the council of the City of Ottawa for same.

Section 46 Interpretation of the Declaration

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

Section 47 Headings

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

Section 48 Statutory References

Any references to a section or sections of the Act in this Declaration (or in any by-laws or Rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the Act.

Section 49 Conflict

In the case of conflict between any provision hereof and the Act, the Act governs. In case of conflict between any provision in any by-law or Rule and the Act or this Declaration, the Act or this Declaration, as the case may be governs.

DATED at the City of Ottawa and Province of Ontario, this * day of *, 201_ .

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

6382983 CANADA INC.

Per *
President

I have the authority to bind the Corporation

**SCHEDULE "A" TO
THE DECLARATION OF
6382983 CANADA INC.**

**LEGAL DESCRIPTION OF THE LANDS INTENDED TO BE GOVERNED BY THE
CONDOMINIUM ACT, 1998:**

Part of Property Identifier Number 14538-0212 (LT)

Part of lots 28 & 29 con 1 O.S. Cumberland, being part 5 on plan 50R-7211, save and except parts 4 to 26 on plan 4R-24089 ("Tower "B" Lands). Together with an easement over part of lot 29 con 1 O.S. Cumberland, parts 16, 18, 19, 21 and 22 plan 4R24089 in favour of part of lots 28 and 29 con 1 O.S. Cumberland, parts 1, 2 and 3 plan 4R24089 as in 0C1081049. Together with an easement over part of lot 29 con 1 O.S. Cumberland, parts 13 and 19 plan 4R24089 in favour of part of lots 28 and 29 con 1 O.S. Cumberland, parts 1, 2 and 3 plan 4R24089 as in 0C1081049. Together with an easement over part of lot 29 con 1 O.S. Cumberland, parts 13, 17, 18, 19 and 20 plan 4R24089 in favour of part of lots 28 and 29 con 1 O.S. Cumberland, parts 1, 2 and 3 plan 4R24089 as in 0C1081049. Together with an easement over part of lot 29 con 1 O.S. Cumberland, parts 13, 18, 19 and 20 plan 4R24089 in favour of part of lots 28 and 29 con 1 O.S. Cumberland, parts 1, 2 and 3 plan 4R24089 as in 0C1081049. Together with an easement over part of lot 29 con 1 O.S. Cumberland, parts 23 and 24 plan 4R24089 in favour of part of lots 28 and 29 con 1 O.S. Cumberland, parts 1, 2 and 3 plan 4R24089 as in 0C1081049. Together with an easement over part of lot 29 con 1 O.S. Cumberland, part 25 plan 4R24089 in favour of part of lots 28 and 29 con 1 O.S. Cumberland, parts 1, 2 and 3 plan 4R24089 as in 0C1081049. Together with an easement over part of lot 29 con 1 O.S. Cumberland, parts 13 to 25 plan 4R24089 in favour of part of lots 28 and 29 con 1 O.S. Cumberland, parts 1, 2 and 3 plan 4R24089 as in 0C1081049.; subject to an easement as in 0C917543; subject to an easement as in 0C950601; subject to an easement as in 0C1029393; subject to an easement as in 0C1044686; subject to an easement over part of lot 29 con 1 O.S. Cumberland, part 3 plan 4R24089 in favour of part of lot 29 con 1 O.S. Cumberland, parts 13 to 25 plan 4R24089 as in 0C1081049; subject to an easement over part of lots 28 and 29 con 1 O.S. Cumberland, parts 1, 2 and 3 plan 4R24089 in favour of part of lot 29 con 1 O.S. Cumberland, parts 13 to 25 plan 4R24089 as in 0C1081049; city of Ottawa

RESERVING an easement for the right of support for a landscaped area, a driveway and a parking area and forthe repair, replacement and maintenance of the parking garage and water resistant membraneand for utilities, including but not limited to sanitary sewers, storm sewers, storm water management, water mains, hydro, gas, telephone, cablevision, data, in favour of ... and for the repair, replacement and maintenance of the said utilities in favour of

TOGETHER WITH a right-of-way for a private road over part of . and for an easement for the right of support for a landscaped area, driveway and parking area...and for the repair, replacement and maintenance of the parking garage and water resistant membrane located ... and for an easement for utilities, including but not limited to sanitary sewers, storm sewers, storm water management, water mains, hydro, gas, telephone, cablevision, data, over .. and for the repair, replacement and maintenance of the said utilities over

In my opinion, based on the parcel register and the plans and documents recorded 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 Real Property and appurtenant interests.

Dated at the City of Ottawa, this * day of *, 201_.

MAZEROLLE & LEMAY Barristers
and Solicitors

per:

**SCHEDULE "B" TO THE
DECLARATION OF
6382983 CANADA INC.**

_____ have a registered mortgage/charge within the meaning of section 7(2)(b) of the Condominium Act, 1998, S.O. 1998, as amended, and registered as number _____ in the Land Registry Office for the Land Titles Division of Ottawa (No.4)

_____ hereby consents to the registration of this Declaration pursuant to the Act, against the lands or the interests appurtenant to the land, as the land and interests are described in the description.

_____ postpone the mortgage and the interests under it to the Declaration and the easements described in Schedule A to the Declaration.

_____ is entitled by law to grant this consent and postponement.

Dated at the City of Ottawa, this _____ day of _____, 201 .

per: _____
Authorized Signing Officer

I have authority to bind

SCHEDULE "C"

TO THE DECLARATION OF 6382983 CANADA INC.

UNIT BOUNDARIES AND MONUMENTATION

The monuments which control the extent of all Units are the physical surfaces hereinafter defined, namely:

The Residential Units (Units 1 to 9 inclusive on level 1: Units 1 to 10 inclusive on levels 2 to 13, inclusive and Units 1 to 6, inclusive on level 1411

1. The Horizontal Boundaries are:

- a) The lower limit is the upper unfinished surface of the concrete floor slab beneath the Unit;
- b) The upper limit is the lower unfinished surface of the concrete slab above the Unit;

2. The Vertical Boundaries are:

- a) The backside surface of the drywall on the exterior walls of each Unit;
- b) In the vicinity of the structural walls and columns, all of which shall not form part of the Unit, the backside surface of the drywall surrounding such walls and columns;
- c) In the vicinity of pipe and duct chases, all of which shall not form part of the Unit, the backside surface of **the drywall surrounding such** chases;
- d) In the vicinity of the windows and exterior doors, the unfinished interior surface of the windows **and** doors in closed position, the inner or Unit side surface of the glass contained therein, and the unfinished interior surface of the window and door frames.

The Parking Units (Units * to *. inclusive on level A and Units * to *, inclusive on level 131

3. The Horizontal Boundaries are:

- a) The lower limit of the Units is the upper surface of the garage floor below the Units;
- b) The upper limit of the Unit is a horizontal plane parallel to and perpendicularly distant 2.00 metres above the upper surface of the garage floor below the Units;

4. The Vertical Boundaries are:

- a) In the vicinity of the concrete walls and columns, all of which shall not form part of the Unit, the Unit side face of the concrete walls and columns;
- b) Vertical planes controlled by physical features (i.e. the faces of cutlet etc walls and/or the distances from the said monuments), as illustrated on Part 1 of the description. **The Storage Units (Units * to *. inclusive on level A and Units * to *, inclusive on level Et)**

5. The Horizontal Boundaries are:

- a) The upper limit is the unfinished surface of the concrete **slab above** the Unit;
- b) The lower limit is the upper unfinished surface of the concrete floor slab below the Unit.

6. The Vertical Boundaries are:

- a) The Unit side surface of the concrete walls and columns;

- b) The centerline of the metal screening enclosing portions of the Units.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams shown on Part 1 of the description.

DATED AT the City of Ottawa, this ** day of **, 201

E. H. Herweyer
Ontario Land Surveyor

**SCHEDULE "D" TO
THE DECLARATION OF**

6382983 CANADA INC.

**PERCENTAGE INTEREST IN COMMON ELEMENTS
PERCENTAGE CONTRIBUTION TO COMMON ELEMENTS**

6382983 CANADA INC. hereby certifies the calculations and percentages hereinbefore set forth.

6382983 CANADA INC.

Per: *, President

I have authority to bind the Corporation

SCHEDULE "E"

**TO THE DECLARATION OF 6382983
CANADA INC.**

SPECIFICATIONS OF COMMON EXPENSES

1. All expenses of the Corporation incurred by it in the performance of its objects and duties, whether such objects and duties are imposed under the provisions of the Act, the Declaration, the by-laws (and any agreements authorized by any of the by-laws) or the Rules of the Corporation.
2. All sums of money payable by the Corporation for the procurement and maintenance of any insurance coverage required or permitted by the Act or the Declaration, as well as the cost of obtaining, from time to time, an appraisal from an independent qualified appraiser of the full replacement cost of the Common Elements and assets of the Corporation for the purposes of determining the amount of insurance to be effected.
3. All sums of money payable for utilities and services serving the Common Elements or any bulk meters which services units, including without limitation, monies payable on account of:
 - 3.1 gas and hydro (there shall be a sub meter for consumption in the units which shall be charged back to the Unit owners as a direct expense);
 - 3.2 water and sewer for the Common Elements;
 - 3.3 waste disposal and the costs of heating the hot water for the Common Elements;
 - 3.4 maintenance materials, tools and supplies;
 - 3.5 janitorial, landscaping and snow removal services.
4. 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 of the Common Elements.
5. All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance of its objects and duties.
6. All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, or by its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation.
7. All sums of money assessed by the Corporation for the reserve fund to be paid by every Owner as part of their contribution towards common expenses, for the major repair and replacement of the Common Elements and assets of the Corporation.
8. All sums of money paid or payable by the Corporation for any addition, alteration, improvement to or renovation of the Common Elements or assets of the Corporation carried out by the Corporation.
9. All sums of money paid or payable on account of realty taxes (including local improvement charges) levied against the property (until such time as such taxes are levied against the individual Units).
10. The fees and disbursements of the Insurance Trustee.

11. All costs and expenses including legal fees on a solicitor and client basis, and interest thereon incurred by the Corporation in having to comply with the duties set forth in this Declaration, as well as all expenses incurred by the Corporation in the course of enforcing any of the provisions of the Act, Declaration, by-laws and Rules of the Corporation from time to time (including all agreements authorized by any by-laws), and effecting compliance therewith by all Unit Owners and their respective residents, tenants, licensees and/or invitees.
12. All sums of money paid or payable by the Corporation in order to comply with the terms and provisions of the Outstanding Municipal Agreements.
13. All sums of money paid or payable by the Corporation in connection with the operation, maintenance and/or repair of the amenities as described in this Declaration, including without limitation, the cost of the following items, namely; the provision of heat, gas, hydro, water and other utility services to the amenities.
14. All sums of money paid or payable by the Corporation in connection with the operation, maintenance and/or repair of the Shared Facilities.

SCHEDULE "F"

**TO THE DECLARATION OF 6382983
CANADA INC.**

EXCLUSIVE USE COMMON ELEMENT AREAS

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

- a) The Owners of Dwelling Units 1 to 9 inclusive on Level 1 and Units 1 to 10 inclusive on Levels 2 to 13 inclusive and Units 1 to 6 inclusive on Levels 14 shall have the exclusive use of those portions of the Common Elements shown on the description filed concurrently herewith and designated with the prefix "**", as illustrated on Sheet ** Part ** of the said description as follows:

for the exclusive use and enjoyment of same.

- b) The Owners of Dwelling Units 1 to 10 inclusive on levels 2 to 13 inclusive and Units 1 to 6 inclusive on level 14 both inclusive from which there is a direct and sole access to those parts of the Common Elements designated as a balcony, as illustrated on Sheet **, Part ** of the description filed concurrently herewith, shall have the exclusive use and enjoyment of such balconies.
- c) The Owners of Dwelling Units 1 to 8 inclusive on level 1 from which there is a direct access to the terrace areas as illustrated on Sheet **, Part ** of the description filed concurrently herewith, shall have the exclusive use and enjoyment of such terraces.

SCHEDULE "G"

**TO THE DECLARATION OF 6382983
CANADA INC.**

CERTIFICATE OF ARCHITECT/ENGINEER

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.

O R

➔ There are no elevating devices as defined in the Elevating Devices Act except for elevating devices contained wholly in a Unit and designed for use only within the Unit.

6. ✓ All installations with respect to the provision of water and sewage services are in place.
7. ✓ All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.

8. ✓ All installations with respect to the provision of air conditioning are in place.

OR

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

9. ✓ All installations with respect to the provision of electricity are in place.
10. ✓ All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

➔ There are no indoor and outdoor swimming pools.

11. ✓ Except as otherwise specified in the regulations, the boundaries of the Units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

DATED at the City of _____ this _____ day of _____, 201 .

_____, **, Architect/Engineer

OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. **

BY-LAW NO. 1

Be it enacted as a by-law of OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. ** (hereinafter referred to as the "Corporation" or this or the "Condominium") as follows:

1. DEFINITIONS

1.1 Definitions The terms used herein shall have ascribed to them the definitions contained in the Condominium Act, 1998, S.O. 1998, as amended, and the regulations made thereunder (all of which are hereinafter referred to as "the Act"), and in the Declaration of the Corporation made in pursuance thereof and registered the ** day of **, 201**, as instrument number ** (the "Declaration").

1.2 Adjacent Condominium Corporation(s) The condominiums to be declared on the lands adjoining Ottawa-Carleton Condominium Plan No. ** are referred to as the Adjacent Condominiums and the corporations created by the registration of the said Adjacent Condominiums are referred to herein as the Adjacent Condominium Corporations.

2. SEAL

2.1 Seal The corporate seal of the Corporation shall be in the form impressed hereon.

3. REGISTER

3.1 Register The corporation shall keep a register (hereinafter called the "Register") respecting the property which shall note the name and address of the owner and mortgagee of each unit who have notified the Corporation of their respective interests in the property. The address of each owner shall be the address of that owner's residential unit and the address of each mortgagee shall be the address shown for it on its mortgage registered in the Land Registry Office for the Land Titles Division of Ottawa-Carleton No. 4, unless the Corporation is given written notice of a different address by such owner or mortgagee.

4. MEETING OF OWNERS

4.1 Annual Meeting The annual meeting of the owners shall be held at such place within the City of Ottawa and at such time and on such day in each year as the board of directors (the "Board") may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the by-laws of the Corporation, to be read at **and** laid before the owners at an annual meeting; **and for the** purposes of electing directors, confirming by-laws passed by directors, appointing the auditor and fixing or authorizing the Board to fix the auditor's remuneration and for the transaction of such other business as may properly be brought before the meeting. The Board shall lay before each annual meeting of owners a financial statement made in accordance with generally accepted accounting principles, as well as the report of the auditor to the owners, and such further information respecting the financial position of the Corporation as the by-laws may require.

4.2 The First Meeting The first annual general meeting shall be held within three (3) months of the date of registration of the Declaration and Description. The owners shall, at such first meeting, appoint one or more auditors to hold office until the close of the next annual meeting, and if the owners fail to do so, the Board shall forthwith make such appointment. The remuneration of an auditor appointed by the Board shall be fixed by the Board. The Corporation shall then give notice in writing to an auditor of his or her appointment forthwith after such appointment is made. Subsequently, the general meetings shall be held within six (6) months of the end of each fiscal year of the corporation. At any such meeting, any owner or any mortgagee entitled to vote shall have an opportunity to raise any matter relevant to the affairs **and** business of the Corporation.

- 4.3 **Special Meeting.** The Board or any mortgagee holding mortgages on not less than fifteen percent (15%) of the units shall have the power at any time to call a special meeting of the owners of the Corporation to be held at such time and at such place within the City of Ottawa as may be determined by the Board. The Board shall also call such special meeting upon receipt of a requisition in writing made by owners of the Corporation who at the time the Board receives the requisition together own at least fifteen percent (15%) of the units, are listed in the record maintained by the corporation under subsection 47(2) of the Act and are entitled to vote, within thirty (30) days of the receipt of such requisition. If the Board does not within thirty (30) days from the date of such notice call and hold such meeting, any of the owners or mortgagees who gave such notice may call such meeting which shall be held within sixty (60) days from the date of the receipt of the requisition. The requisition shall state the nature of the business to be presented at the meeting and shall be signed by the requisitionists and deposited at the address of service of the Corporation. If the requisitionists so request in the requisition, or consent in writing, add the business to be presented at the meeting to the agenda of items for the next annual general meeting.
- 4.4 **Notices.** Notice of the time, place, date and nature of each annual, regular, or special meeting shall be given not less than ten (10) clear days before the day on which the meeting is to be held, to the auditor of the Corporation and to each owner and mortgagee who is entered on the Register twelve (12) days before the date of such meeting. The Corporation shall not be obliged to give any notice to any owners who have not notified the Corporation that they have become an owner or to any mortgagees who have not notified the Corporation that they have become a mortgagee and have been authorized or empowered in their mortgage to exercise the right of the mortgagor to vote. Notice of the meetings as hereinbefore required shall have appended to it an agenda of the matters to be considered at such meeting. The Board shall at least ten (10) clear days before each annual meeting of owners, send by prepaid mail or deliver to all owners or mortgagees entitled to vote at their latest address as shown on the Register a copy of the financial statement and the auditor's report.
- 4.5 **Reports.** The Corporation shall, at least ten (10) clear days before the date of any annual meeting of owners, furnish to every owner and mortgagee entered on the Register, a copy of the financial statement and auditor's report, if necessary. A copy of the minutes of the meetings of owners and of the Board shall, within ten (10) days of the date of such meeting, be furnished to any mortgagee who has requested the same in writing.
- 4.6 **Persons Entitled To Be Present.** The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the Register, the auditor of the Corporation, the directors and officers of the Corporation and any others who, although not entitled to vote, are entitled or required under the provisions of the Act or the by-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the chairman of the meeting or with the consent of the majority of those present at the meeting.
- 4.7 **Quorum.** At any meeting of owners, a quorum shall be constituted when persons entitled to vote and owning not less than twenty-five per cent (25%) of the units are present in person or represented by proxy at such meeting. If thirty (30) minutes after the time appointed for the holding of any meeting of owners has elapsed, and a quorum is not present, the meeting shall be dissolved and shall stand adjourned to the such date, time and place as the Board shall determine.
- 4.8 **Right to Vote.** At each meeting of owners, every owner shall be entitled to vote, subject to the restrictions of Paragraph 4.12 and 4.15 herein set out, who is entered on the Register as an owner or who has given notice to the Corporation in a form satisfactory to the chair of the meeting that he or she is an owner. If a unit has been mortgaged and the person who mortgaged such unit (or that person's proxy) has expressly authorized or empowered the mortgagee to vote and exercise the right of the owner to vote in respect of such unit and such mortgagee has, at least two (2) days before the date specified in the notice for the meeting, notified the owner and the Corporation of its intention to exercise such right, such mortgagee shall be entitled to vote. Any dispute over the right to vote shall be resolved by the chair of the meeting upon such evidence as he or she may deem sufficient. Each owner or mortgagee

shall be entitled to only one (1) vote per unit either on a vote by ballot or by a show of hands, and where two or more persons entitled to vote in respect of one unit disagree on their vote, the vote in respect of that unit shall not be counted.

- 4.9 **Method of Voting.** At any annual or special meeting, any question shall be decided by a show of hands unless a poll is demanded by a person entitled to attend such meeting as aforesaid and, unless a poll is so demanded, a Declaration by the chair that such question has by the show of hands been carried is *prima facie* proof of the fact without proof of the number or proportion of votes recorded in favour of, or against, such question. A demand for a poll once given, may be withdrawn. Notwithstanding the above, the voting for the election of directors shall be by ballot only.
- 4.10 **Representatives.** An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and, where a corporation acts in such capacity, any person duly appointed by proxy for such corporation) upon filing with the secretary of the meeting sufficient proof of his or her appointment, shall represent the owner or mortgagee at all meetings of the owners of the Corporation and may vote in the same manner and to the same extent as such owner or mortgagee. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of paragraph 4.12 of this Article shall apply.
- 4.11 **Proxies.** Every owner or mortgagee entitled to vote at meetings of owners may, by instrument in writing, appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent, and with the same power as if the owner or mortgagee were present himself at the meeting. The instrument appointing a proxy shall be in writing signed by the appointor or that person's attorney authorized in writing. The instrument appointing a proxy shall be deposited with the secretary of the meeting before any vote is cast under its authority. Proxies are only valid for a particular meeting. For an election or a director removal vote, the proxy must state the name of the director(s) for or against whom the proxy vote is to be cast. Proxies must be maintained by the corporation for ninety days following the meeting.
- 4.12 **Co-owners.** If a unit or a mortgage on a unit is owned by two or more persons, any one of them present or represented by proxy, may in the absence of the other or others vote, but if more than one of them are present or represented by proxy, they shall have only one (1) vote and then they shall vote in agreement with each other, failing which the vote for such unit shall not be counted.
- 4.13 **Votes to Govern.** At all meetings of owners, every question shall, unless otherwise required by the Act, the Declaration or the by-laws of the Corporation, be decided by a majority of the votes cast in favour of the question, as set out in paragraph 4.9 of this section.
- 4.14 **Change in Common Elements.** Where a vote is required under the Act, the Declaration or the by-laws of the Corporation, to approve a change in the common elements, if the change is not substantial, it shall be approved by a majority of the votes cast in favour of the question, as set out in paragraph 4.9 of this section. Where such change to the common elements is substantial, it shall be approved by sixty-six and two thirds per cent (66 2/3%) of the owners of units in the Corporation.
- 4.15 **Entitled to Vote.** Unless the requirement in connection with the specific matter upon which the vote is being taken stipulates that the resolution must be unanimous, no owner is entitled to vote at any meeting if any common expenses or other monetary contribution to the Corporation payable in respect of that owner's unit are in arrears for thirty (30) days or more prior to the meeting.

5. **BOARD OF DIRECTORS**

- 5.1 **Affairs of the Corporation.** The affairs of the Corporation shall be managed by the Board.
- 5.2 **Quorum.** Until changed by a by-law, the number of directors shall be three (3) of whom two

(2) shall constitute a quorum for the transaction of business at any meeting of the Board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the Board so long as a quorum of the Board remains in office.

- 5.3 **Qualifications.** Each director shall be eighteen (18) or more years of age and need not be an owner of the Corporation. No undischarged bankrupt or mentally incompetent person shall be a director and, if a director becomes a bankrupt or a mentally incompetent person, he or she thereupon ceases to be a director.

- 5.4 **Consent.** No election or appointment of a person as a director shall be effective unless:

5.4.1 that person consents in writing to act as a director before his or her election or appointment or within ten (10) days thereafter, or

5.4.2 that person was present at the meeting when he or she was elected or appointed and did not refuse at that meeting to act as a director.

- 5.5 **Election and Term.**

5.5.1 The directors of the Corporation elected at the first meeting of the owners held to elect directors shall hold office until the next annual meeting of the owners or the meeting of owners set out in subparagraph 5.5.2 of the within clause whichever event first occurs.

5.5.2 The Board elected at a time when the Declarant owns a majority of the units shall, not more than twenty-one (21) days after the Declarant ceases to be the registered owner of a majority of the units, call a meeting of the owners of the Corporation to elect a new Board, and such meeting shall be held within twenty-one (21) days after the calling of the meeting. If the meeting referred to above is not called within the time provided for, any owner of the Corporation or any mortgagee or chargee entitled to vote may call the meeting.

5.5.3 At the meeting referred to in subparagraph 5.5.2 above, the directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the said meeting of the owners held to elect directors, two (2) directors shall be elected to hold office for a term of one (1) year and one (1) director shall be elected to hold office for a term of two (2) years. Such directors may, however, continue to act until their successors are elected. If more than one (1) of such directors whose terms are not of equal duration shall resign from the Board prior to the expiration of their respective terms and shall be replaced at a meeting of owners called for that purpose, the director or directors receiving the greater number of votes shall complete the longest remaining terms of the resigning directors. At each annual meeting thereafter, a number of directors equal to the number of directors retiring in such year shall be elected for a term of two (2) years.

5.5.4 At the end of a term of office, a director is eligible for re-election, except if the director has held office for six consecutive years immediately preceding the year for reelection.

- 5.6 **Initial Director.** Once fifteen percent (15%) of the units are owner-occupied, those owners are entitled to elect one director.

- 5.7 **Filling of Vacancies and Removal of Directors.**

5.7.1 If a vacancy in the membership of the Board occurs other than by way of removal by the owners or as a result of the number of directors being increased, subject to subparagraph 5.7.3, the majority of the remaining owners of the Board may appoint any person qualified to be a member of the Board to fill the vacancy until the next annual meeting at which time the vacancy shall be filled by election by the owners.

5.7.2 Where the number of directors is increased, the vacancies resulting from such increase shall only be filled by election at a meeting of the owners duly called for that purpose.

5.7.3 When there is not a quorum of directors in office, the director or directors then in office shall forthwith call a meeting of owners to fill the vacancies and, in default or if there are no directors then in office, the meeting may be called by an owner.

5.7.4 Any director may be removed before the expiration of his term by a vote of owners who together own at least fifty-one per cent (51%) of the units and the owners may elect, in accordance with the by-laws dealing with the election of directors, any person qualified to be a member of the Board for the remainder of the term of the director removed.

5.8 **Catlin of Meetings.** Meetings of the Board shall be held from time to time at such place and at such time and on such day as the president and any other director may determine, and the secretary shall call such meetings when directly authorized by the president and any other director. A quorum of directors may at any time call a meeting of the directors for the transaction of any business, the time and place of the meeting and the general nature of which is specified in the notice calling the meeting. Notice of any meeting so called shall be given personally or by sending it by prepaid mail, courier delivery or electronic communication addressed to each director at the latest address as shown on the records of the Corporation not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the Interpretation Act of Canada for the time being in force) before the time *when* the meeting is to be held, save that no notice of meeting shall be necessary if all the directors are present and consent to the holding of such meeting or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.

5.9 **Teleconference.** A meeting of the directors may be held by teleconference or another form of communication system that allows the directors to participate concurrently if all directors of the corporation consent to the means used for holding the meeting.

5.10 **Regular Meeting.** The Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the Board fixing a place and time of regular meetings of the Board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.

5.11 **First Meeting of New Board.** The Board may without notice hold its first meeting for the purpose of organization and the election and appointment of officers immediately following the meeting of owners at which the directors of such Board were elected, provided a quorum of directors is present.

5.12 **Interest of Directors in Contracts.** No director shall be disqualified by virtue of being a director from contracting with the Corporation nor shall any contract or arrangement entered into by or on behalf of the Corporation with any director or any firm or Corporation in which any director is in any way interested be avoided, nor shall any director so contracting or being so interested be liable to account to the Corporation for any profit realized by any such contract or arrangement by reason of such director holding such office or of the fiduciary relationship thereby established provided that the provisions of paragraph 5.13 are complied with.

5.13 **Disclosure of Interest.** It shall be the duty of every director of the Corporation who is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Corporation to disclose in writing such interest.

5.13.1 Paragraph 5.13 does not apply to a contract or transaction or proposed contract or transaction unless both it and the director's interest in it are material.

5.13.2 If the contract or transaction or the proposed contract or transaction to which Paragraph 5.13 applies involves the purchase and sale of real or personal property by

the corporation that the seller acquired within five years before the date of the contract or transaction or proposed contract or transaction, the director shall disclose the cost of the property to the seller, to the extent to which that information is within the director's knowledge or control.

5.13.3 The director shall not be present during the discussion at a meeting, vote or be counted in the quorum on a vote with respect to a contract or transaction or a proposed contract or proposed transaction to which this Paragraph applies.

5.14 **Indemnity of Directors and Officers.** All of the directors or officers of the Corporation and their heirs, executors, administrators, estate trustees and other legal/personal representatives may from time to time **be** indemnified and saved harmless by the Corporation from and against:

5.14.1 any liability and all costs, charges and expenses that they sustain or incur in respect of any action, suit or proceeding that is proposed or commenced against them or any one of them for or in respect of anything done, omitted to do or permitted by them in respect of the execution of the duties of their respective offices; and

5.14.2 all other costs, charges and expenses that they sustain or incur in respect to the affairs of the Corporation; provided that:

5.14.2.1 no directors or officers of the Corporation shall be indemnified by the Corporation in respect of any liability, costs, charges or expenses that they sustain or incur in or about any action, suit or other proceeding as a result of which they are adjudged to be in breach of any duty or responsibility imposed upon them under the Act or under any other statute unless, in an action brought against them in their capacity as director or officer, they have achieved complete or substantial success as a defendant;

5.14.2.2 the Corporation is advised of any such action, suit or other proceeding, or cost, charge or expense, forthwith after the director or officer receives notice thereof, and

5.14.2.3 the Corporation is given the right to join in the defence of the action, suit or proceeding.

5.15 **Insurance.** If the insurance is reasonably available, a Corporation shall purchase and maintain insurance for the benefit of a director or officer against the matters described in Paragraphs 5.14.1 and 5.14.2 herein, except against a liability, cost, charge or expense of the director or officer incurred as a result of a **breach of subparagraph 5.14.2.1 above.**

5.16 **Duties of Directors.** Every director and every officer of the Corporation in exercising the powers and discharging the duties of office shall act honestly and in good faith and exercise the care diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

5.17 **Remuneration of Directors and Officers.** The Remunerations for the Directors and Officers shall be fixed at \$2.00 per annum, fixed for a one year period, after registration of the Declaration.

6. THE CORPORATION

6.1 **Duties of the Corporation.** In addition to the duties and obligations set forth in the Declaration of the Corporation, the duties of the Corporation shall include, but shall not be limited to, the following:

- 6.1.1 controlling, operating, managing and administering the common elements and assets of the Corporation, including the facilities shared with the owners of the Adjacent Condominium Corporation(s);
 - 6.1.2 operating and maintaining the common elements and assets of the Corporation in a fit and proper condition;
 - 6.1.3 collecting the common expenses assessed against the owners and the establishment of one or more reserve funds as required by the Act;
 - 6.1.4 arranging for the supply of all requisite utility services to the units and common elements, except where the Corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. If any apparatus or equipment used in effecting the supply of any requisite utility service(s) becomes incapable, at any time, of fulfilling its function, or is damaged or destroyed, then the Corporation shall have a reasonable time within which to repair or replace such apparatus, and the Corporation shall not be liable for any indirect or consequential damages, or for damages for personal discomfort or illness by reason of the breach of such duty;
 - 6.1.5 obtaining and maintaining such insurance as may be required by the Act, the Declaration or the by-laws, together with any appraisals of the full replacement cost of the common elements and assets of the Corporation that may be required by the Act, the Declaration or the by-laws of the Corporation for the purposes of determining the amount of insurance to be effected;
 - 6.1.6 repairing, maintaining **and restoring the common elements in accordance with the** provision of the Act, the Declaration and the by-laws;
 - 6.1.7 obtaining and maintaining fidelity bonds where obtainable and if required, in such amounts as the Board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
 - 6.1.8 maintaining adequate records of the financial affairs of the Corporation, preparing a budget annually and causing audits, if required herein, to be made after every yearend and making financial statements available to the owners and mortgagees in accordance with the Act and the by-laws;
 - 6.1.9 effecting compliance by the owners with the Act, the Declaration, the by-laws and the rules;
 - 6.1.10 pursuant to s.76(1) of the Act, providing a status certificate, and such statements and information as may be prescribed by the Act, and the Corporation shall be entitled to a fee (up to the maximum prescribed by the Act from time to time) for providing same, provided that the Corporation shall furnish the Declarant with such certificate, statements and information in connection with any sale or mortgage of any unit without any charge or fee whatsoever;
 - 6.1.11 taking all reasonable steps to collect from each unit owner his or her proportionate share of the common expenses, and to maintain and enforce the Corporation's lien arising pursuant to Section 85 of the Act, against each unit in respect of which the owner has defaulted in the payment of common expenses; and
 - 6.1.12 generally performing its obligations under the Act.
- 6.2 **Powers of the Corporation.** The powers of the Corporation shall include but shall not be limited to the following:
- 6.2.1 employing and dismissing personnel necessary for the maintenance and operation of the common elements;

- 6.2.2 adopting and amending the rules and regulations concerning the operation and use of the common elements;
- 6.2.3 employing a manager at a compensation to be determined by the Board, to perform such duties and services as the Board shall authorize;
- 6.2.4 obtaining and maintaining fidelity bonds in such amounts as the Board may deem reasonable for such officers, directors, manager or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
- 6.2.5 investing monies held in the reserve fund(s) by the Corporation, provided that such investments shall be those permitted by the Act and as the Board deems advisable;
- 6.2.6 settling, adjusting, compromising or referring to arbitration any claim or claims which may be made against or which may be asserted on behalf of the Corporation;
- 6.2.7 borrowing such amounts as in the discretion of the Board are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Declaration and by-laws of the Corporation, and securing any such loan by mortgage, pledge or charge of any assets owned by the Corporation and adding the repayment of such loan to the common expenses; provided that each such borrowing or loan shall be subject to approval by the unit owners at a meeting duly called for that purpose;
- 6.2.8 retaining and holding any securities or other property whether real or personal, which shall be received by the Corporation, whether or not the same is authorized by any law (present or future) for the investment of trust funds;
- 6.2.9 selling, conveying, exchanging, assigning or otherwise dealing with any real or personal property at any time owned by the Corporation, at such price, on such terms, and in such manner as the Board in its sole discretion deems advisable and to do all things and execute all documents required to give effect to the foregoing, subject to the requirements of the Act;
- 6.2.10 leasing any part or parts of the common elements or granting any easement or license over, upon, under or through any part or parts of the common elements, in accordance with the Act, except those parts of the common elements over which any owner has the exclusive use; and
- 6.2.11 the power and authority to enter into (and bind the Corporation to the terms and provisions of) the following agreements, namely:
 - 6.2.11.1 a management agreement;
 - 6.2.11.2 an insurance trust agreement;
 - 6.2.11.3 a hydro service agreement;
 - 6.2.11.4 a cable television service agreement;
 - 6.2.11.5 a gas service agreement;
 and any other agreements which may be permitted by the Act and which are deemed

advisable, desirable or necessary by the Board of directors, from time to time; and

6.2.12 to object to assessments under the Assessment Act, on behalf of owners if it gives notice of the objections to the owners.

7. OFFICERS

7.1 **Elected Officers.** At the first meeting of the Board and after each election of directors, the Board shall elect from among its members a president. In default of such elections, the then incumbent, if a member of the Board, shall hold office until his or her successor is elected. A vacancy occurring from time to time in such office may be filled by the Board from among its members.

7.2 **Appointed Officers.** From time to time the Board shall appoint a secretary and treasurer and may appoint one or more vice-presidents, a general manager and such other officers as the Board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may, but need not be a member of the Board. One person may hold more than one office and if the same person holds both the office of secretary and the office of treasurer such person may be known as secretary-treasurer. The Board shall appoint two (2) members annually to sit on the committee to be established for the purpose of administering the agreement with the Adjacent Condominium Corporation(s) for the facilities to be shared with the owners of units in the Adjacent Condominium(s).

7.3 **Term of Office.** In the absence of written agreement to the contrary the Board may remove at its pleasure any officer of the Corporation.

7.4 **President.** The president shall, when present, preside at all meetings of the owners and of the Board and shall be charged with the general supervision of the business and affairs of the Corporation. Except when the Board has appointed a general manager or managing director, the president shall also have the powers and be charged with the duties of that office.

7.5 **Vice-President.** During the absence of the president the duties of the president may be performed and the powers of same may be exercised by the vice-president, if one has been appointed, save that the vice-president shall not preside at a meeting of the Board or at a meeting of owners, if such vice-president is not qualified to attend the meeting as a director or owner, as the case may be. If a vice-president exercises any such duty or power, the absence of the president shall be presumed with reference thereto. A vice-president shall also perform such duties and exercise such powers as the Board may prescribe.

7.6 **General Manager.** The general manager, if one be appointed, shall have the general management and direction subject to the authority of the Board and the supervision of the president, of the Corporation's business and affairs and the power to appoint and remove any **and all employees and agents of the Corporation not elected or appointed directly by the** Board and to settle the terms of their employment and remuneration. The general manager may be appointed to the Board upon such term of employment and compensation that the Board may approve.

7.7 **Secretary.** The secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all others entitled thereto; the secretary shall attend all meetings of the directors and of the owners and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings; the secretary shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and shall perform such other duties as may from time to time be prescribed by the Board.

7.8 **Treasurer.** The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and under the direction of the Board shall control the deposit of money, the safekeeping of securities and the disbursements of the funds of the Corporation; the treasurer shall render to the Board at

the meeting thereof or whenever required an account **of all his or her transactions as** treasurer and of the financial position of the Corporation; and he or she shall perform such

other duties as may from time to time be prescribed by the Board.

7.9 **Other Officers.** The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the Board requires of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the Board otherwise directs.

7.10 **Agents And Attorneys.** The Board shall have the power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.

7.11 **Compensation.** There shall be no compensation paid to any officer comprising the Board, whether elected or appointed except for the General Manager, if one be appointed.

8. BANKING ARRANGEMENT AND CONTRACTS

8.1 **Banking Arrangements.** The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the Board may designate, appoint or authorize from time to time by resolution and all such banking business or any part thereof shall be transacted on the Corporation's behalf by such one or more officers or other persons as the Board may designate, direct or authorize from time to time by resolution and, to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business, and the defining of the rights and powers of the parties thereto; and the authorizing of any officer of such banking to do any act or thing on the Corporation's behalf to facilitate such banking business.

8.2 **Execution of Instruments.** Subject to the provisions of the Act, all Transfers/deeds of lands, assignments, contracts and obligations on behalf of the Corporation may be signed by the president or a vice-president together with the secretary or treasurer or any other director. Any contract or obligations within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained in the by-laws of the Corporation, the Board may at any time and from time to time direct the manner in which and the person or persons by whom any particular transfer/deed of land, contract, obligation or certificate or any class of transfer/deed of land, contract, obligation or certificate of the Corporation may or shall be signed.

8.3 **Execution of the Status Certificate and Notices of Lien and Discharges of Liens:** These documents as required by the Act may be signed by any officer or any director of the Corporation, or any person authorized by resolution of the Board of Directors with or without the seal of the Corporation affixed thereto, provided that the Board may, by resolution, direct the manner in which, and the person(s) by whom, such certificate may or shall be signed.

9. FINANCIAL

9.1 **Financial Year.** Until otherwise ordered by the Board, the financial year of the Corporation shall end on the 31st day of December in each year or on such other day as the Board by resolution may determine.

10. NOTICE

10.1 **Method of Giving Notice by The Corporation.** Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation, shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to the address noted in the Register, or if mailed by prepaid ordinary

mail or air mail in a sealed envelope addressed to such person at such address or if sent by means of wire or wireless or any other form or transmitted or recorded

communication, to such address. Any notice, communication or other document to be given by the Corporation to any other person entitled to notice and who is not an owner shall be given or delivered to such person in the manner aforesaid to the address shown for such person on the Register. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box, and a notice sent by any means of wire or wireless or any other form or transmitted or recorded communication shall be deemed to have been given when delivered to the appropriate communication company or agency or its representative for dispatch. Notwithstanding the foregoing, if a meeting of owners is held pursuant to subsection 42(2) of the Act, notice thereof shall be given to each mortgagee who has notified its interest to the Corporation by registered mail at such address as is given by each mortgagee to the Corporation for the purpose of notice, and each such notice shall be deemed to have been received and to be effective on the first business day following the day on which it was mailed.

- 10.2 **Notice To The Board Or Corporation.** Any notice, communication or other document to be given to the Board or Corporation shall be sufficiently given if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to it at the address for service of the Corporation set out in the Declaration. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.
- 10.3 **Omissions And Errors.** The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.
- 10.4 **Receipt of Notice.** If any notice is mailed as aforesaid, such notice should be deemed to have been received (and to be effective) on the third (r) day following the day on which same was mailed.

11. ASSESSMENT AND COLLECTION OF COMMON EXPENSES

Duties Of The Board. All expenses, charges and costs of maintenance or replacement of the common elements, including all facilities shared with the owners of the Adjacent Condominium Corporation(s) and any other expenses, charges or costs which the Board may incur or expend pursuant hereto shall be assessed by the Board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The Board shall from time to time and at least annually prepare a budget for the property which shall include the expenses relating to the facilities shared with the owners of the Adjacent Condominium Corporation(s) and determine by estimate the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year as the case may be. The Board shall allocate and assess such common expenses as set out in the budget for such period among the owners, according to the proportion in which they are required to contribute to the common expenses as set forth in the Declaration. In addition, the Board shall provide in the annual budget for a reserve fund for contingencies, working capital, deficits and/or for the major repair and replacements of the continua elements and assets of the Corporation, including the amount allocated to the facilities shared with the owners of the Adjacent Condominium Corporation(s), which reserve fund or funds shall be an asset of the Corporation. The Board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which such common expenses are based, to all owners and mortgagees entered on the Register.

- 11.2 **Owners' Obligations.** Each owner shall be obliged to pay to the Corporation or as it may direct the amount of such assessment in equal monthly payments by post-dated cheques annually on the first day of each and every month next following delivery of such assessment until such time as a new assessment shall have been delivered to such owner.

- 11.3 **Additional Contributions to Common Expenses.** Where an owner has been assessed for an additional contribution to the common expenses by reason of the failure of the owner to

repair or maintain his or her unit pursuant to the provisions of the Declaration or the bylaws of the Corporation or for any reason as a result of which such owner is liable to pay an additional contribution to the common expenses, such contribution shall be payable forthwith and in default of such payment shall be recoverable by the Corporation in the same manner as unpaid assessment of common expenses.

- 11.4 **Extraordinary Expenditure.** Extraordinary expenditures not contemplated in the foregoing budget and for which the Board shall not have sufficient funds, and funds required to establish reserves for contingencies and deficits may be assessed at any time during the year in addition to the annual assessment by the Board serving notices of such further assessment on all owners which notices shall include a written statement setting out the reasons for the extraordinary assessment, and such extraordinary assessment shall be payable by each owner within fifteen (15) days after the delivery thereof to such owner, or within such further period of time and in such instalments as the Board may otherwise determine.

11.5 **Default In Payment Of Assessment.**

11.5.1 In addition to any remedies or liens provided by the Act, if any owner is in default in payment of an assessment levied against such owner, for a period of fifteen (15) days, then such amount together with the balance of the most recent assessment shall accelerate and immediately become due and payable, and the Board may bring legal action for and on behalf of the Corporation to enforce collection thereof and there shall be added to any amount found due all costs of such action including costs as between a solicitor and his own client

11.5.2 Arrears of payments required to be made under the provisions of this section 11 shall bear interest at the rate of five per cent (5%) over the prime rate per annum established by the Bank of Canada from time to time and shall be calculated and compounded monthly not in advance until paid, and shall be deemed to constitute a reasonable charge incurred by the Corporation in collecting the unpaid amounts within the meaning of the Act.

12. **DEFAULT**

- 12.1 **Notice Of Unpaid Common Expenses.** The Board whenever so requested in writing by an owner or mortgagee entered on the Register, shall promptly report any then unpaid common expenses due from, or any other default by, any owner, and any common expenses assessed or other money claims by the Corporation against any owner, which are thirty (30) days past due.

- 12.2 **Notice Of Default.** If an owner defaults in the obligation to contribute to the common expenses, the corporation has a lien against the owner's unit and its appurtenant interest for **the unpaid amount together with all interests owing and all reasonable legal costs and** reasonable expenses incurred therein. The lien right expires three months after the default that gave rise to the lien occurred, unless a certificate of lien is registered against the unit. The Board shall give written notice to the unit owner whose unit is affected at least ten (10) days before the Board has a certificate of **lien registered.** The Board when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each mortgagee of such unit, who is entered on the Register, and who has requested that such notices be sent to him.

13. **RULES AND REGULATIONS**

- 13.1 **Rules and Regulations.** The rules and regulations attached hereto as Schedule "A" shall be observed by the owners and occupants of the units. The Board may amend such rules or may make such further and other rules as required to promote the safety, security, or welfare of the owners and of the property or for the purposes of preventing unreasonable interference with the use and enjoyment of the common elements and of the units.

- 13.2 **Effective Date.** Subject to paragraph 13.3 hereof any rule made by the Board 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 requiring a meeting of the owners to consider the rules.
- 13.3 **When Approval Required.** If a meeting of owners is required, the rule over which the meeting has been held shall become effective only upon approval at such meeting of owners.
- 13.4 **Amendments by Owners.** The owners may at any time after a rule becomes effective amend or repeal a rule at a meeting of the owners duly called for that purpose.

14. RECORDS OF THE CORPORATION

- 14.1 **Records of the Corporation.** The Corporation shall maintain the following records:

14.1.1 General

- 14.1.1.1 A copy of the registered Declaration and Description;
- 14.1.1.2 A copy of all registered By-laws;
- 14.1.1.3 A copy of all Rules;
- 14.1.1.4 A copy of any resolution of the Board changing the address for service or mailing address of the Corporation;
- 14.1.1.5 A copy of all notices sent on behalf of the Corporation;
- 14.1.1.6 A copy of all easements, licences, leases or agreements entered into by the Corporation;
- 14.1.1.7 A copy of all requests for status certificates and a copy of each certificate issued for the preceding six (6) fiscal years.

14.1.2 Membership

- 14.1.2.1 The names of owners and chargees and mailing addresses for those owners and chargees who have notified the Corporation of their entitlement to vote;
- 14.1.2.2 The names of Directors and Officers and their mailing addresses and the dates upon which their terms of office commenced and ended;
- 14.1.2.3 The names of all current tenants.

14.1.3 Members' Meetings

- 14.1.3.1 Minutes of all proceedings at members' meetings including reference to the numbers in attendance and a record of the votes taken.

14.1.4 Financial

- 14.1.4.1 A copy of all reports and financial statements of the Corporation;
- 14.1.4.2 A copy of all financial and business dealings of the Corporation;
- 14.1.4.3 A separate record of all receipts and disbursements;
- 14.1.4.4 A copy of all budgets;
- 14.1.4.5 A copy of all special assessments.

14.1.5 Board of Directors

14.1.5.1 Minutes of all proceedings at Board meetings;

14.1.5.2 A copy of all resolutions that were passed by the Board;

14.1.5.3 A copy of all consents given by the Board to owners for alterations to units or common elements.

15. INSURANCE CLAIMS

15.1 **Insurance Claims.** Any owner requiring the Corporation to make a claim pursuant to the Corporation's insurance policy on the owner's behalf shall be required to pay any deductible required to be paid under such insurance policy if the Board of Directors of the Corporation determines in its sole and unfettered discretion, acting reasonably, that such damage or loss claimed is the result of acts or omissions of the owner, or a tenant or occupant of the owner's unit, or any invitee thereof. In addition, such owner shall be required to pay any deductible required to be paid for damage to the common elements or other units. All such deductibles to be paid by any owner or owners from time to time are deemed additional contributions toward the common expenses and recoverable as such from such owner or owners, or recoverable by any other procedure the Corporation elects.

15.2 **Damage where no claim is made.** In the event that the Corporation determines in its sole and unfettered discretion, acting reasonably, that the loss is so minor that a claim should not be under the Corporation's insurance policy but that the loss has resulted from acts or omissions of the owner, or a tenant or occupant of the owner's unit, or any invitee thereof, the owner shall be required to pay the amount of the deductible under the Corporation's insurance policy and the Corporation shall pay the cost of the repair. The amount to be paid by such owner shall be deemed to be an additional contribution toward the common expenses and recoverable as such.

16. MISCELLANEOUS

16.1 **Invalidity.** The invalidity of any part or parts of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.

16.2 **Gender.** The use of the masculine gender in this by-law 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.

16.3 **Waiver** . No restriction, condition, obligation or provision contained in this by-law 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.

16.4 **Headings.** The Headings in the body of this by-law form no part thereof but shall be deemed to be inserted for convenience of reference only.

16.5 **Statutory References.** Any references to a section or sections of the Act in this by-law (or in any by-laws or rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the Act.

DATED at the City of Ottawa, Province of Ontario, this ** day of **, 201

Ottawa-Carleton Standard Condominium Corporation No. ** hereby enacts the foregoing by-law, having been duly approved by all of the directors of the Corporation and confirmed, without

variation, by the Declarant who owns 100% of the units in the Corporation, pursuant to the provisions of the Condominium Act, 1998, as amended.

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. **

Per: **, President

I have authority to bind the Corporation

Per: **, Secretary

I have authority to bind the Corporation

The undersigned, which owns one hundred percent (100%) of the units, hereby confirms, pursuant to the provisions of the Condominium Act, 1998, the foregoing by-law of the said Corporation signed by all the directors of the said Corporation pursuant to the provisions of the Condominium Act, 1998 on this ** day of **, 201

6382983 CANADA INC.

Per: **, President

I have authority to bind the Corporation

SCHEDULE "A"

TO BY-LAW NO. 1

PROPOSED RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS

The following rules shall be observed by each owner, and the term "owner" shall include the owner of any unit in the Corporation and any other person(s) occupying the unit with the owner's approval, including, without limitation, members of the owner's family, his tenants and their respective invitees and/or licensees:

- I . No addition, alteration, decoration or painting of any kind shall be made to any portion of the common elements, without the prior written approval of the board.
2. Water shall not be left running unless in actual use, and no waste, garbage, rubbish, or noxious or unusual substances shall be disposed into (or down) any toilet, sink, or drain. Any damage to plumbing pipes, drains and apparatus resulting from misuse, or from unusual or unreasonable use, shall be borne by the owner who has (or whose family, guests, visitors, tenants, servants or agents have) caused such damage.
3. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the unit or common elements whatsoever, without the prior written consent of the board.
4. No awnings, shades or shutters, nor any screen or storm doors or windows, shall be installed or affixed over and/or outside of any windows, patios and/or balconies, nor shall any exterior doors **be removed**, replaced or changed in any way, without the prior written consent of the board.
5. No owner shall do, or permit anything to be done in his unit, or bring or keep anything therein, which will in any way increase the risk of fire, or the rate of fire insurance premium with respect to any of the units or the Corporation itself, or on property kept therein, nor obstruct or interfere with the rights of the other owners, nor in any way injure or annoy them, nor conflict with the regulations of the relevant fire department, or with any insurance policy carried by the Corporation, nor conflict with any of the rules and ordinances of the local board **of health, or with** any municipal By-law or any provincial or federal statute or regulation.
6. Nothing shall be placed on the outside of window sills or projections, nor upon any patio or balcony railings, without the prior written consent of the board, and nothing shall be thrown or swept out of any windows or doors, nor shall any mops, brooms, dusters, rugs or bedding be shaken or beaten from any windows, doors or balconies, nor from any portion of the common elements.
7. No one shall place, leave or permit to be placed or left in or upon the common elements (including those of which he or she has the exclusive use) any waste, debris, refuse or garbage except in those areas designated by the board or the manager as **a** central garbage depository, and only on those days and times as are designated by the board or the manager from time to time. In an effort to promote recycling, the residents shall sort out their garbage into designated recycling bins located within the designated drop-off area.
8. No one shall create or permit the creation or continuation of any noise or nuisance which, in the opinion of the board or the manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other owners.
9. Owners shall not overload existing electrical circuits and plumbing facilities in their units.
10. No auction or garage sale shall be held in the units or on the common elements.
11. No hazardous, combustible or offensive goods, products, or materials shall be stored or kept in the units or common elements, without the prior written consent of the board.

12. Save as otherwise provided or contemplated in the Declaration of the Corporation, the sidewalks, passageways, walkways and driveways used in common by the owners shall not be obstructed or used for any purpose other than for ingress and egress to and from the units and/or the common elements.
13. No hanging or drying of clothes shall be allowed on (or within) any portion of the common elements, and no pulley clothesline or other similar apparatus shall be affixed to any unit or common element area.
14.
 - a. Subject to the provisions of the Declaration to the contrary, no commercial vehicle, truck, trailer, van, recreational vehicle, boat, snowmobile, machinery or equipment, other than a private passenger automobile, motorcycle, station wagon, mini-van or truck not exceeding 6 feet in height, shall be parked on any portion of the common elements other than in a designated parking space, without the prior written consent of the board. No servicing or repairs shall be made to any motor vehicle, nor to any other equipment of any kind, either on the common elements, or in any unit. No motor vehicle shall be driven on any part of the common elements other than on a driveway or designated parking area; and
 - b. Visitors' motor vehicles may be parked only in those parking spaces clearly marked or designated for visitors, and for no longer than twenty-four (24) consecutive hours at a time, unless a "guest authorization to park" card or permit is obtained from the board or the manager, failing which such vehicles shall be tagged and/or towed away at the owner's expense. The vehicles of owners and/or residents which are parked in the visitors' parking areas will be tagged and/or towed away at the owner's or resident's expense.
15. No television antennae, satellite dish, aerial, tower or similar structure (nor any appurtenances thereto) shall be erected on, or fastened to, any unit or on any portion of the common elements, without the prior written consent of the board.
16. **No window air conditioning unit (or appurtenances thereto) shall be installed within any unit or common element area.**
17. No patio enlargements or balcony enclosures shall be installed, erected or created without the prior written consent of the board. No coverings of any kind shall be installed on the balconies or outdoor patios.
18.
 - a. No one shall harm, mutilate, alter, litter, uproot or remove any of the landscaping work on the common elements (including without limitation, the grass, plants, hedges, shrubs, flowers or trees), nor place or affix any planters, statues, fountains or ornamental objects upon any portion of the common elements, without the prior written consent of the board; and
 - b. No one shall be permitted to use any portion of the common element areas for the purpose of **planking bees, hedges, shrubbery** or any other type of foliage or flora, without **the prior written consent of the board.**
19. **Only pet dogs,** pet cats, fish, turtles or caged birds shall be permitted within any unit or common element area, and no such pet that is deemed by the board or the manager (in their absolute discretion) to be a nuisance shall be kept by any owner in any unit or in any part of the common elements. Each owner must ensure that his or her pet does not defecate upon any unit or common element area, and shall be obliged to clean up any mess that occurs therein immediately thereafter. Should a pet owner fail to clean up after his pet as aforesaid, then the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two weeks after receiving a written request from the board (or the manager) to remove such pet, permanently remove such pet from the property. All pets must be on a leash or constrained when outdoors, and shall be accompanied by the owner at all times.

20. No unit owner shall permit or suffer the infestation of his or her unit (or any exclusive use common element areas appurtenant thereto) by pests, insects, rodents or other vermin. Failure to comply with the foregoing, or the failure to report such infestation to the board as soon as the owner is aware of same, will render such owner liable for all costs and expenses incurred in having to eradicate such infestation.
21. Any maintenance or repair work creating (or likely to cause) any noise or disturbance shall only be permitted within the hours of 8:00 a.m. and 8:00 p.m.
22. Roller-skating, skate-board riding and other similar activities are strictly prohibited upon the common elements or within any parking unit.
23. Any owner or tenant of a dwelling unit in this Condominium wishing to reserve the use of the Party/Meeting room, shall first provide the board of directors or the manager with a refundable deposit, in such amount and upon such terms as may be determined by the board or the manager in their sole discretion, and shall also pay, in advance, a service/cleaning charge to the manager, for each day/night of use or occupancy thereof.
24. All costs and damages including legal fees on a solicitor and client basis incurred by the Corporation as a result of a breach of the rules by any owner (or by the residents, tenants, invitees or licensees of the owner's unit) shall be borne by such owner, and be recoverable by the Corporation against such owner in the same manner as common expenses.

CERTIFICATE IN RESPECT OF A BY-LAW

(under subsection 56(9) of the *Condominium Act, 1998*)

Ottawa-Carleton Standard Condominium Corporation No. ** (known as the "Corporation") certifies that:

1. The copy of By-law Number 1, attached herein, is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED at the City of Ottawa, Province of Ontario, this ** day of **, 201 .

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION No. *

Per: *, President

I have the authority to bind the Corporation.

Per: *, Secretary

I have the authority to bind the Corporation.

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO.*

BY-LAW NO. 2

Be it enacted as a By-law of **OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO.**** (hereinafter referred to as the "Corporation") as follows:

The Directors of the Corporation may from time to time;

1. **borrow money on the credit of the Corporation;**
2. charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts and unpaid calls, rights, powers, franchises and undertakings, to secure any such securities or any money borrowed, or other debts, or any obligation or liability of the Corporation;
3. delegate to such one or more of the officers and directors of the Corporation as may be designated by the directors all or any of the powers conferred by the foregoing clauses of this By-Law to such extent and in such manner as the directors shall determine at the time of such delegation;
4. give indemnities to any director or other person who has undertaken or is about to undertake any liability on behalf of the Corporation or any corporation controlled by it, and secure any such director or other person against loss by giving him by way of

security a mortgage or charge upon the whole or any part of the real and personal property, undertaking and rights of the Corporation;

5. provided that any borrowing which would result in total borrowing aggregating more than FIVE THOUSAND DOLLARS (\$5,000.00) shall require the approval of the owners owning a majority of the units at a duly called meeting of the owners.

DATED at the City of Ottawa, Province of Ontario, this ** day of **, 201_.

Ottawa-Carleton Standard Condominium Corporation No. ** hereby enacts the foregoing by-law, having been duly approved by all of the directors of the Corporation and confirmed, without variation, by the Declarant who owns 100 percent of the units in the Corporation, pursuant to the provisions of the Condominium Act, 1998, as amended.

OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. *

Per: **, President

I have authority to bind the Corporation

Per: **, Secretary

I have authority to bind the Corporation

The undersigned, which owns one hundred percent (100%) of the units, hereby confirms, pursuant to the provisions of the Condominium Act, 1998 the foregoing by-law of the said Corporation signed by all the directors of the said Corporation pursuant to the provisions of the Condominium Act, 1998 on this ** day of **, 201 .

6382983 CANADA INC.

Per: *, President

I have authority to bind the Corporation

CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56(9) of the *Condominium Act, 1998*)

Ottawa-Carleton Standard Condominium Corporation No.** (known as the "Corporation") certifies that:

1. The copy of By-law Number 2, attached herein, is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED at the City of Ottawa, Province of Ontario, this ** day of **, 201

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION No. *

Per: *
President

I have the authority to bind the Corporation.

Per: *
Secretary

I have the authority to bind the Corporation.

INSURANCE TRUST AGREEMENT

THIS AGREEMENT made in duplicate this ** day of **, 201 .

BETWEEN:

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. **

hereinafter called the "Settlor"
OF THE FIRST PART

AND:

hereinafter called the "Trustee"

OF THE SECOND PART

WHEREAS:

- A. The Settlor has obtained certain policies of insurance;
- B. The Settlor desires to make provision for the expeditious payment out of the proceeds of such insurance in the event of damage to the property as described in the description registered pursuant to the *Condominium Act, 1998*, S.O. 1998, as amended, (the "Act").

In consideration of the mutual covenants herein contained, it is hereby mutually agreed by the parties hereto as follows:

1. DEFINITIONS

- 1.1 The terms used in this Agreement shall have ascribed to them the definitions contained in the Act, the Declaration and the by-laws of the Settlor. The term "building" herein means collectively the building or buildings on the property of which the units form a part.

2. APPOINTMENT OF TRUSTEE

- 2.1 The Settlor hereby appoints the Trustee to act as trustee for the purposes set forth in this Agreement and pursuant to the provisions of the Declaration and by-laws of the Settlor, copies of which are submitted herewith to the Trustee.

3. PAYMENT BY TRUSTEE

- 3.1 All insurance proceeds which are equal to or exceed 15 per cent of the replacement cost of the property, or such other amount as may be specified by the Settlor pursuant to the Declaration, shall be received by the Trustee and be held by it in trust and paid in accordance with the following terms and conditions:

In the event of:

- 3.1.1 damage to the building, if the Trustee receives a certificate duly executed by the President (or Vice-President) and the Secretary of the Settlor, certifying:

3.1.1.1 that the board of directors (the "Board") has determined that less than 25% of the building has been substantially damaged, or

3.1.1.2 that the Board has determined that 25% or more of the building has been substantially damaged, and that owners who own 80% of the units have not

voted for termination of the Condominium within sixty (60) days of such determination by the Board, or

- 3.1.2 damage to the property, excluding the building and the units, the Trustee shall disburse the proceeds of all insurance in its hands and arising out of such damage, toward the cost of repairing such damage, from time to time, as the repairs of such damage progress, upon the written request of the Settlor accompanied by the following:

3.1.2.1 a certificate signed by the President (or the Vice-President) and the Secretary of the Settlor dated not more than thirty (30) days prior to such request and countersigned by the architect or engineer, if any, employed by the Settlor in connection with such repairs, setting forth the following:

3.1.2.1.1 that the sum then requested either has been paid by the Settlor or is justly due to contractors, subcontractors, material men, engineers, architects or other persons who have rendered services or furnished materials for repairs therein specified, the names and addresses of such persons, a brief description of such services and materials, the amounts so paid or due to each of said persons in respect thereto, that no part of such expenditures has been or is being made the basis of any previous or then pending request for the payment of insurance proceeds then held by the Trustee, or has theretofore been paid out of such insurance proceeds, and that the sum then requested when added to all sums previously paid out by the

Trustee, does not exceed the value of the services and materials described in such certificate;

3.1.2.1.2 that except for the amount, if any, stated in such certificate to be due for services or materials, there is no outstanding indebtedness known to the Settlor, after due enquiry, which is then due for labour, wages, materials, supplies or services in connection with such repairs which if unpaid might become the basis of a construction lien, by reason of such repair, to the building or any part thereof,

3.1.2.1.3 specifying the person(s) to whom the payment requested is to be made and the amount to be paid to each such person(s);

3.1.2.2 an opinion of the solicitor acting for the Settlor or other evidence reasonably satisfactory to the Trustee to the effect that there has not been filed with respect to the building or the property, or any part thereof, any construction lien which has not been discharged except such liens as will be discharged by payment of the amount then requested.

3.2 Any balance of proceeds of insurance remaining in the Trustee's hands after payment in full of the cost of the repairs of the building as aforesaid, shall be paid over by the Trustee to the Settlor.

3.3 In the event of damage to the said building(s) and provided the Trustee receives a certificate duly executed by the President (or Vice-President) and the Secretary of the Settlor, certifying that the Board has determined that 25% or more of the building(s) have been substantially damaged and that owners who own 80% of the units have voted for termination of the Condominium within sixty (60) days of such determination by the Board, and there is termination of the Condominium in accordance with the provisions of Section 43 of the Act, or otherwise, and notice of such termination has been registered against the property, the Trustee shall disburse any insurance proceeds then in its hands or thereafter received by it pursuant to the provisions of Section 7 hereof.

3.4 The Trustee shall promptly notify the Settlor of any proceeds of insurance received by the Trustee on behalf of the Settlor.

3.5 Subject to the foregoing provisions of this Agreement, in the event that the Trustee is in receipt of proceeds of insurance from or in respect of any liability policy to which this Agreement is applicable, the Trustee shall disburse such proceeds only upon receipt of, and in accordance with, the written directions of the Settlor, which directions shall be executed by the President (or Vice-President) and the Secretary.

4. DEFICIENCY OF INSURANCE PROCEEDS

4.1 If, upon the receipt of any certificate referred to in Section 3.1 hereof, the Trustee shall not have sufficient funds to pay the amount due and owing as set out therein, the Settlor shall be so notified by the Trustee, and the Settlor shall further notify, in writing, the Trustee, as to which of the persons or companies set forth in the said certificate are to be paid by the Trustee.

5. NOTICE TO MORTGAGEE(S)

5.1 Upon being advised of damage to the said building(s) or upon receipt of any monies in accordance with the terms of this Agreement, the Trustee shall notify all mortgagees shown on the Settlor's register at the addresses noted on said register, by ordinary mail postage prepaid and the Settlor shall be required to provide to the Trustee a copy of its register upon request, sufficient to allow the Trustee to ascertain the names and addresses of all such mortgagees.

6. LIABILITY AND INDEMNIFICATION OF TRUSTEE

- 6.1 The Trustee shall have no duties except those which are expressly set forth in this Agreement and shall in no way be responsible or liable for any losses, costs or damages which may result from anything done or omitted to be done by such Trustee hereunder, except in the case of negligence or bad faith. The Trustee shall be protected in acting upon any certificate, statement, request, consent, agreement or other instrument whatsoever, not only as to its due execution and validity and the effectiveness of its provisions, but also as to the truth and accuracy of any information therein contained, which it shall, in good faith, believe to be genuine, and to have been signed and presented, by the proper person or persons. Further, the Trustee shall have no responsibility with respect to any cheques deposited with it hereunder except to deposit same in the usual course and it shall have no responsibility with respect to the application of any funds paid by it pursuant to the provisions of this Agreement.
- 6.2 The Settlor shall reimburse the Trustee for all expenses incurred by it in connection with its duties under this Agreement and shall indemnify it and save it harmless against any and all liabilities, costs and expenses including legal fees, for anything done or omitted to be done by it in the performance of this Agreement, except as a result of its own negligence or bad faith.
- 6.3 The Trustee shall not be under any duty to enquire as to the correctness of any amounts received by it on account of the proceeds of any insurance, nor shall it be under any obligations to take any steps to enforce the payment thereof to it.

7. TERMINATION OF CONDOMINIUM

- 7.1 Notwithstanding anything to the contrary herein contained where a notice of termination in respect to the Condominium is registered in accordance with the provisions of the Act, the Settlor shall forthwith notify the Trustee in writing of such registration, and, upon receipt of such notice, the Trustee shall pay any insurance proceeds then in its hands to the owners and any mortgagees with respect to the units of such owners in the proportion of each owner's common interest and in satisfaction of any liens registered by the Settlor against such unit in accordance with the priorities thereof.

8. TERMINATION OF AGREEMENT

- 8.1 At any time hereafter, the Settlor shall have the sole and unrestricted right to terminate this Agreement by providing at least sixty (60) days' written notice to the Trustee, upon delivery to the Trustee of a duplicate original agreement between the Settlor and a trust company registered under the *Loan and Trust Corporations Act* or a chartered bank, or such corporation as the Settlor in its discretion may deem advisable (in the event that the Settlor is unable to enter into such Agreement with such trust company, or such chartered bank by reason of their refusal to act), pursuant to which such other trust company or chartered bank or corporation shall assume such duties as trustee, in the place of the Trustee herein. Following such termination, upon payment to the Trustee herein of all fees and charges due to the Trustee hereunder, the Trustee herein shall turn over all sums deposited with it and remaining in its hands to such new Trustee and, thereupon, its obligations hereunder shall cease.
- 8.2 The Trustee may at any time resign from its duties hereunder by giving to the Settlor at least sixty (60) days' notice in writing thereof and its obligations hereunder (except for the payment of any sums remaining in its hands to a successor trustee, as hereinafter provided) shall cease. Following such resignation, upon payment to the Trustee of all fees and charges due to it hereunder and upon delivery to it of a duplicate original agreement between the Settlor and another trust company registered under the *Loan and Trust Corporations Act* or a chartered bank, or such corporation as the Settlor in its discretion may deem advisable (in the event that the Settlor is unable to enter into such agreement with such trust company, or such chartered bank by reason of their refusal to act), pursuant to which such other trust

company or chartered bank or corporation shall assume such duties as trustee in the place of the Trustee herein, the Trustee herein shall turn over all sums deposited with it and remaining in its hands to such new trustee and, thereupon, its obligations hereunder shall cease.

9. MODIFICATION OR AMENDMENT OF AGREEMENT, DECLARATION AND BYLAWS AND RIGHTS OF THIRD PARTIES

9.1 This Agreement shall not be modified or amended without the written consent of the parties hereto and any mortgagee holding first mortgages on more than fifty percent (50%) of the units. Any amendments to the Declaration or by-laws shall be communicated in writing to the Trustee by the Settlor.

9.2 Certain provisions of this Agreement are for the benefit of the mortgagees of the units and all such provisions are covenants for the benefit of any mortgagee shown on the Settlor's register and may be enforced by such mortgagee.

10. ADDRESS FOR SERVICE

10.1 Any certificate, Declaration or notice in writing given to the Settlor, pursuant to this Agreement, shall be sufficiently given if mailed by prepaid registered post to the Settlor at: OttawaCarleton Standard Condominium Corporation No. **, ** North Service Road, Ottawa, Ontario, K**.

10.2 Any certificate, Declaration or notice in writing given to the Trustee pursuant to this Agreement shall be sufficiently given if mailed by prepaid registered post to the Trustee at (address), ** Ontario, **.

10.3 Such certificate, Declaration, and notices in writing shall be deemed to have been received on the third business day next following the date of such mailing.

11. REMUNERATION OF TRUSTEE

11.1 The Settlor shall pay the Trustee's reasonable fees and expenses as set out in Schedule "A" attached hereto. The Trustee shall be entitled to deduct such fees and expenses from the insurance proceeds received by it.

12. ASSIGNMENT OF AGREEMENT

12.1 This Agreement shall be binding upon and enure to the benefit of the parties hereto, and their respective successors and assigns, and this Agreement shall not be assignable by the Trustee without the prior written consent of the Settlor.

13. HEADINGS AND GOVERNING LAWS

13.1 The use of headings in this Agreement shall have no effect on the interpretation or meaning of this Agreement.

13.2 This Agreement shall be governed by the laws of Ontario.

14. ACCEPTANCE OF TRUST

14.1 The Trustee hereby accepts the trust herein set forth.

WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED and DELIVERED
in the presence of

**OTTAWA-CARLETON STANDARD
CONDOMINIUM CORPORATION NO.****

Per: Name:
President

I have the authority to bind the Corporation

(**) (Insurance Trustee)

Per: Name:
Title:

I have the authority to bind the Corporation

SCHEDULE "A"

Schedule "A" forms part of the Insurance Trust Agreement entered into between OttawaCarleton Standard Condominium Corporation No. ** and (**) dated the ** day of **, 201

The fees for acting as Trustee are as follows:

1. An initial acceptance fee of \$** for reviewing the Agreement and accepting the office and a fee of not more than \$** per annum for the safekeeping of the Insurance Trust Agreement and insurance policies. By written notice delivered to the Settlor at least sixty (60) days prior to any anniversary date of this Agreement, the Trustee shall be entitled to increase the said annual fee. If the Settlor is not in agreement with such increased fee, the Settlor shall have the right to terminate this Agreement in accordance with Section 8.1 hereof.
2. In the event of a loss, the fees for the administration of the resulting insurance proceeds will be calculated at an hourly rate of \$** dollars an hour.

The fee referred to in this paragraph 2 will be deducted from the insurance proceeds received by the Trustee in the event of a loss and, when calculating this fee, the \$** minimum annual fee will be taken into consideration and deducted therefrom.

MANAGEMENT AGREEMENT

This Agreement made as of the ** day of **, 201 .

BETWEEN:

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. **

hereinafter called the "Corporation"
OF THE FIRST PART

AND:

hereinafter called the "Manager"
OF THE SECOND PART

WHEREAS:

- A. The Corporation has been created pursuant to the *Condominium Act, 1998*, S.O. 1998, and the Declaration made in pursuance thereof;
- B. The Corporation is desirous of having the Manager manage the property and assets of the Corporation (the "Property"), and the Manager is desirous of doing so in accordance with the terms and conditions of this Agreement;

NOW THEREFORE THIS INDENTURE WITNESSES that in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto hereby covenant and agree each with the other as follows:

1. TERM

- 1.1 The term of this Agreement shall extend from the ** day of **, 201** until the ** day of **, 201**.

2. REMUNERATION

- 2.1 On the first day of each month during the currency of this Agreement, the Corporation agrees to pay to the manager as compensation for its managerial services rendered under this Agreement \$ ** per unit per month, free and clear of all costs incurred by services provided by third party in the operation of the premises. The fee shall include all office expenses directly related to this Agreement and the performance of the duties of the Manager under it.

3. TERMINATION

- 3.1 This Agreement may be terminated by either party at any time during its currency or during any extension thereof by written notice to the other party of at least 60 days' duration.
- 3.2 The Corporation shall not be liable to the Manager for any amounts save and except any moneys due to the manager to the date of termination.
- 3.3 This Agreement will be terminated forthwith upon termination of the Corporation under the Act, and upon such termination all obligations of the Manager shall cease and the Corporation shall pay to the Manager any moneys due to it up to and including the month of termination.
- 3.4 The obligations of the Manager to account shall survive the termination of this Agreement for whatever cause.
- 3.5 Upon termination of this Agreement:

3.5.1 the Manager shall within 15 days thereafter pay over any balance in the Corporation's trust accounts remaining to the credit of the Corporation (less any amounts necessary to satisfy commitments properly made by the Manager to others prior to the date of termination), and within 15 days thereafter render a final accounting to the Corporation;

3.5.2 the Manager shall surrender to the Corporation within ten days all post-dated cheques from unit owners or rental units together with their ledger cards and addresses, all keys to the property, all contracts, records, files and other documents or information which may be pertinent to the continuing operation of the Property; and

3.5.3 the Corporation shall assume the obligations of any and all contracts which the Manager has properly made for the purpose of arranging the services to be provided pursuant to this Agreement.

4. DEFINITIONS

4.1 The terms used herein shall have ascribed to them the definitions contained in the *Condominium Act, 1998*, S.O. 1998, as amended, and the Regulations made thereunder (the Act and Regulations are herein referred to as "the Act").

5. GENERAL MANAGEMENT PROVISIONS

5.1 The Manager acknowledges that it is familiar with the terms of the Declaration, By-laws and Rules in connection with the Property as of the date of this Agreement and that its management of the Property shall be subject to the specific instructions of the Corporation as expressed by its Board of Directors and to each and every term and condition contained in this Agreement, and it further agrees to carry out forthwith the instructions of the Corporation and its Directors.

5.2 The Manager agrees to manage the Property on behalf of the Corporation during the term of this Agreement in a faithful, diligent and honest manner and to enter into such contracts and agreements as may be necessary in the performance of its duties hereunder. The Manager shall manage the entire undertaking of the Corporation as agent for and in the name of the Corporation.

5.3 The duties of the Manager shall not include the duties of the Officers of the Corporation set forth in the Act, the Declaration and By-laws, except as specifically otherwise provided in this Agreement.

5.4 The services of the Manager shall not include the provision of legal services of any kind but shall include the procuring of such services upon the express instructions of the Board of Directors of the Corporation and at the expense of the Corporation.

5.5 The Property manager, secretary, superintendent and staff working at the Property will be covered by a surety bond and the Manager will take all reasonable steps to ensure the competency, integrity and bondability of employees of non-affiliated companies engaged to perform work at the property.

6. ENFORCEMENT

6.1 ENFORCEMENT - The Manager shall enforce the terms of the Act, Declaration, By-laws and Rules and any amendments thereto which presently exist or which may hereafter be made and of which the Manager is notified in writing, and further to take whatever action that may be properly directed by the Board in writing to enforce the above from time to time. Such written direction from the Board shall indicate that the decision of the Board has been reached by majority vote at a properly constituted meeting of the Board in accordance with the provisions of the By-laws of the Corporation.

6.2 AMEND RULES - advise and consult with the Board with respect to any further By-laws and Rules which in the opinion of the Manager ought to be established to further the harmonious and efficient operation of the Property for the common benefit of the owners.

6.3 COMMUNICATION WITH OWNERS - communicate in writing to all owners the text and import of any future and new By-laws and Rules or amendments thereto forthwith after their enactment.

6.4 HANDLING COMPLAINTS - receive in writing (except in cases of emergency), and coordinate the disposition of, requests for information and service concerning or relating to the duties and obligations of the Manager as provided by this Agreement, referring to the Board of Directors any such requests that involve policy decisions or interpretations of the Act, the Declaration, the By-laws, Rules and regulations of the Corporation.

7. FINANCIAL MANAGEMENT

7.1 The Manager shall provide to the Corporation all appropriate financial management services and, without limiting the generality of the foregoing, agrees:

7.1.1 TRUST ACCOUNT - to collect and receive in trust for the Corporation, all moneys payable pursuant to the Act, Declaration or By-laws by the owners of all units (hereinafter referred to as "the owners"), or by others, and to deposit the same forthwith in separate trust accounts for operations and reserve in the name of and on behalf of Ottawa-Carleton Standard Condominium Corporation No. ** in a Canadian Chartered bank or trust company maintained by the Manager, or as the Board of Directors may otherwise from time to time direct. All such moneys shall thereafter be held in trust in the Corporation's account by the manager and be used for the performance of the duties and obligations of the Corporation in accordance with the Act, Declaration, By-laws and Rules, and in accordance with valid contracts properly entered into by the Corporation;

7.1.2 PAYMENT OF ACCOUNTS - to make timely payment of all accounts properly incurred by or on behalf of the Corporation. This includes drawing the necessary cheques for payment of all expenses incurred by the Corporation and submitting them to the Board for approval for signature well in advance of the due date;

7.1.3 COMMON EXPENSES - with respect to collection of common expense payments, to forward collection letters to the defaulting unit owner, the tenants (if any), and the mortgagees (if any), in accordance with procedures established upon consultation with the Board of Directors. It is understood that failure of the Manager to comply with these procedures, and failure either to register a lien on an owner's unit or to forward the appropriate documentation to the Corporation's lawyer, after proper written instructions from the Board, will constitute negligence, and any loss of common expense contributions attributable to such failure will be reimbursed by the Manager to the Corporation forthwith;

7.1.4 STATUS CERTIFICATE - to promptly issue a status certificate with its accompanying documents upon payment of the fees prescribed in the Regulations to the Act to any owner, mortgage or solicitor entitled to same. The Manager guarantees the accuracy of the information given on said certificate, and that in the event a monetary loss is sustained by an owner or by the Corporation due to inaccurate information supplied, the Manager shall reimburse the owner or Corporation for said loss;

7.1.5 ACCOUNTS - to keep the Corporation's books of account up to date and retain full and proper records of all financial transactions involved in the management of the Property;

7.1.6 SIGNING OFFICERS - to file with the Corporation's bank or trust company the appropriate banking documentation provided by and executed by the Corporation

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Directors indicating the authorized signing officers of the Corporation who shall sign all cheques drawn on the Corporation's accounts. Standing authorization may be

provided by the Board to the Manager for payment of regular utilities accounts and any other accounts as may be authorized by the Board from time to time;

- 7.1.7 BUDGET - to prepare and present to the Board at least two months before the commencement of each fiscal year during the term of this Agreement an estimated budget in writing for the following year, setting forth by categories the Manager's best estimate of all expenses of the operation of the Property for the coming year, and reserve requirements for the foreseeable future, and to consult with the Board whenever it appears desirable or necessary to revise owners' contributions to the common expenses. Upon request of the Board or whenever in the opinion of the Manager any change from the expenditures forecast in the annual budget makes it desirable to do so, the Manager will submit to the Board a supplementary budget covering the expenses of the operation of the Property for the then remaining portion of the current fiscal year. The Manager will at all times hold himself available for consultation with the Board for the purpose of establishing or revising the common expenses to be paid by the owners, including the reserve fund contributions, under the provisions of the Act and Declaration;
- 7.1.8 FINANCIAL STATEMENTS - to provide the Board of Directors on or before the 21st day of each month a statement prepared on an accurate basis of receipts and disbursements including copies of invoices, work orders, etc., that are requested by the Board of Directors. The statement should include a combined monthly and year to date statement showing:
 - 7.1.8.1 the dollar amount of common expenses to be collected;
 - 7.1.8.2 the dollar amount of disbursements as compared with budgeted expenses by budget categories;
 - 7.1.8.3 the names of owners who are delinquent in the payment of their required contribution to common expenses and the amounts and duration of each delinquency;
 - 7.1.8.4 the Corporation's bank statement should be attached to every financial statement so that the Board members can verify the information set out in the financial statement.
- 7.1.9 ACCESS TO STATEMENTS - to make available at reasonable times whenever requested, to the Corporation, its accountants (auditors), the owners or other designated representatives of the above, all books and records pertaining to the operation of the Property and the business of the Corporation, which books and records shall be and at all times remain the property of the Corporation. In addition to the access described above, the Board of Directors and the Officers of the Corporation shall at all reasonable times be entitled to inspect, examine and copy all such documentation.
- 7.1.10 OWNERS' OR MORTGAGEE'S STATEMENT - to send a statement as of the date of the last monthly financial statement showing the amount of any unpaid assessments then due, interest thereon, if any, and the amount outstanding, if any, towards the owners' contribution towards common expenses and the reserve fund upon the written request of an owner or mortgagee with respect to his or her unit.

8. PHYSICAL MANAGEMENT

- 8.1 The Manager shall provide to the Corporation all appropriate physical management services and, without limiting the generality of the foregoing, shall:
 - 8.1.1 REPAIR AND MAINTENANCE - repair and maintain or cause to be so repaired and maintained those parts of the Property and assets of the Condominium Corporation

which require repair and maintenance by the Condominium Corporation in accordance with the provisions of the Act, the Declaration and By-laws and, without limiting the generality of the foregoing, to arrange for the supply as may be

required of electricity, water, telephone and other services and to arrange for the maintenance and repair of the Property and its equipment as may be required by the Corporation, deemed desirable by the Manager, or so as to comply with the enforcement of any regulations and requirements of which the Manager is notified by the local Board of Health, Police and Fire Departments and any other municipal, provincial and federal authorities having jurisdiction which affect the Property, and, without limiting the generality of the foregoing, such repairs and maintenance shall include all lawns and landscaped areas and Corporation-owned equipment, keeping all common elements and recreational areas in a neat, clean and tidy condition by the removal of litter therefrom, snow and ice removal, landscaping and grounds maintenance, keeping in good working order the heating and hot water systems, keeping all electrical and emergency wiring circuits and lighting fixtures in the common elements in good working order and providing all necessary light bulbs and fixtures, providing for garbage removal and proper maintenance of garbage disposal chutes and containers, cleaning of halls and lobby areas including carpeting within the buildings, and supervising and maintaining at all times such staff as may be required promptly and efficiently to carry out the foregoing, and any other requirements which may be necessary.

- 8.1.2 INSURANCE - arrange to provide to the Board for its approval a minimum of three separate quotations on all insurance policies becoming due in amounts to be determined by the Board and arranging for any appraisals in connection therewith, which may be required by the Corporation pursuant to the Act, Declaration and Bylaws; and supervise insurance or other claims by or against the Corporation and process such claims including the filing of the proof-of-loss forms but not including the adjusting of any loss of the provision of any services that are not management services.
- 8.1.3 SITE MANAGER - INSPECTIONS - provide at the Manager's own expense the services of a bonded Property Manager to inspect the common elements with a frequency to be mutually agreed upon between the Manager and the Board of Directors. On a monthly basis the Manager, together with an assignee of the Board, if the Board so elects, will inspect the common elements in their entirety and provide a written report of such inspection to the Board of Directors.
- 8.1.4 INVENTORY - maintain an up-to-date list of all inventory, equipment and chattels forming part of the assets of the Corporation including, without limiting the generality of the foregoing, all furniture, gardening equipment, cleaning equipment and supplies, and office equipment and supplies, and supply an up-to-date inventory list to the Board of Directors on a quarterly basis.
- 8.1.5 PREVENTIVE MAINTENANCE - establish and maintain a preventive maintenance program for all major mechanical and electrical equipment in accordance with the recommendation of the manufacturers or suppliers thereof. Log books for such a preventive maintenance program shall be maintained in the equipment rooms indicating the nature and frequency of maintenance and repair operations performed on such equipment.
- 8.1.6 CONSTRUCTION DEFECTS - use best efforts to see that any building deficiency required by the Corporation to be repaired or rectified by the builder is corrected and pursue any deficiency repairs short of legal action under warranty applicable to the common elements of the Corporation.
- 8.1.7 STAFF ADMINISTRATION - prepare and provide to the Board a job description for all staff specifying the frequency of performance of major responsibilities; provide the necessary supervision of those employees and tradesmen required from time to time at the Property, it being understood that these employees and tradesmen will take their directions only from the Manager's authorized personnel. Work performed by

tradesmen required from time to time at the property, whether employees of or affiliated with the Manager, will be detailed on an official work sheet adequately verified, timed and authorized by the Manager. The Manager shall also make and maintain all payroll reports, proper records and returns as set out

hereunder and as required by law and shall remit to the proper authorities at such times as may be required by law all deductions and payments for income tax, unemployment insurance, hospitalization, medical and other group coverage, Canada Pension Plan, Workmen's Compensation and any other deduction or payments which may from time to time be applicable to any persons employed by the Corporation.

8.1.8 CONTRACT - MAXIMUM COST - enter into contracts to perform and carry out the intent of this Agreement provided, however, that the Manager shall not authorize any work or services estimated to cost in excess of \$500.00 for any one item without first obtaining the Board's approval to proceed with such contract except for monthly or recurring operating charges pre-authorized by the Board, and provided further that in the case of any work or services estimated to cost in excess of \$500.00 the Manager shall obtain three or more independent estimates of the cost of such work or services unless the Board of Directors. instructs the Manager in writing that such independent estimates are not necessary in the circumstances. If in the Manager's opinion there exists a hazardous situation which could cause personal injury or damage to the Property of the Corporation or its equipment or contents or which could impair the value of the owner's investment at a time when the Corporation or its representative cannot reasonably be located for the purpose of giving approval for such work, or if failure to do such work could expose either the Corporation or the Manager or both to the imposition of penalties, fines, imprisonment or any other substantial liability, then the Manager is hereby authorized to proceed with any such work as in its discretion it determines to be urgently necessary for the protection and preservation of the Property of the Corporation or its assets or to protect the owners' investment therein or to protect the Corporation or Manager from exposure to fines, penalties, imprisonment or any other substantial liability, subject however, in each and every such instance to the Act and specifically section 42 thereof. The Manager shall in the case of a hazardous situation report to the Corporation as soon as possible.

8.1.9 AFFILIATES - not engage any parent or subsidiary or any person, firm or corporation associated, affiliated or otherwise connected with it (hereinafter called "affiliate") to perform any work or services for the Corporation, unless the Manager is acting in the best interests of the Corporation and his actions do not constitute a breach of any fiduciary relationship with the Corporation, subject however to the following provisions:

8.1.9.1 where the cost of performing work or services does not exceed the sum of \$500.00, the Manager shall be entitled to have such work or services performed by such affiliate;

8.1.9.2 any work or services to be performed, the cost of which exceeds the sum of \$500.00 shall not be performed by any affiliate unless the Manager has first obtained and delivered to the Board three sealed written tenders from parties other than such affiliate and has the work performed by such affiliate at a cost not exceeding the lowest of such tenders.

The foregoing conditions shall not apply where failure to effect immediate action would result in loss of life or limb and would be likely to cause extensive damage to the Property, its equipment, or contents, or property belonging to owners at a time when no representatives of the Board can reasonably be located for the giving of approval for such work, or if failure to effect such work would result in the imposition of fines, penalties, imprisonment or any such liability.

8.1.10 SUPERVISION - ensure that contracts and agreements between the Corporation and suppliers and service men are performed in accordance with their terms and inform the Board in the event performance is considered by the Manager to be inadequate or contrary to the agreed terms.

8.1.11 **MANAGEMENT CONTACT** - provide an experienced Property Manager to be located on the Corporation's premises, Monday through Friday inclusive, for eight hours per day, excluding emergencies and at all times keep the Board of Directors and all owners of units advised of the telephone number or numbers at which an agent or employee of the Manager may be reached at any time during normal business hours in respect of any infraction of the Act, the Declaration, the By-laws, the Rules or any other policies or directives of the board of Directors, or at any time during the day or night in respect of any emergency involving the property and assets of the Corporation, and the Manager will make all arrangements to deal promptly with such infractions and immediately deal with any emergency arising in connection with the maintenance and operation of the property, or of the assets of the Corporation. The Manager shall deal in the first instance with major emergencies and infractions and shall forthwith report same to the Board of Directors together with any minor emergencies or persistent, flagrant or serious violations of the Act, Declaration, By-laws or Rules. It is understood and agreed by the parties hereto that the Manager shall, in its discretion reasonably exercised, determine whether or not an emergency exists and if so, whether such emergency is of a minor or major nature.

8.1.12 **MEETING ATTENDANCE** - provide, at the Manager's own expense, services of the on-site property manager to attend all Board meetings and all meetings of owners called pursuant to the Act. When specifically requested by the Board, provide at the expense of the Corporation any additional services which the Corporation may require, including scheduling and arranging of facilities for all annual, general, or special meetings of the members of the Corporation, and attendance at the meetings of a recording secretary or such staff necessary to operate and manage ballots, all at a cost to be mutually agreed upon in advance.

8.1.13 **REGISTER** - prepare and keep current the record required by section 47(2) of the Act, from information supplied by the owners, mortgagees, legal counsel or the Board, and review the accuracy of the contents of this record once in each calendar year by examining the title to each unit at the Registry Office in Ottawa, and give notice of all meetings in accordance with the requirements of the Act.

8.1.14 **ALTERNATIVE ARRANGEMENTS** - attempt to make alternative arrangements to ensure that normal maintenance of property services and equipment proceeds on schedule where such services may be disrupted by a strike or lock-out, or by negotiations with trade unions with respect to the Manager's employees or employees of its affiliates or subsidiaries.

9. ADDITIONAL COSTS

9.1 Unless otherwise specified therein, the management services specified above shall be provided within the fee specified, but the manager shall be entitled to reimbursement for mailing costs of notices and for reproduction and/or distribution costs incurred whenever the Corporation shall require that additional and/or duplicate records and/or information be provided to anyone other than the Board of Directors. No other disbursements shall be made by the Corporation to the Manager except where full authorization has previously been granted by the Board in writing for services or expenses incurred by the Manager on behalf of, or as specifically requested by, the Corporation through its duly authorized representatives. In respect of all matters of work or employment by the Manager for which the Manager claims to have the right to charge an additional or extra fee, no such additional or extra fee shall be chargeable for any such service or extra service unless the Corporation or its treasurer from time to time is notified in advance that an extra charge will be made for such service or extra service and unless after such notice the said work or service is satisfactorily completed and approved by the Board of Directors.

10. DUTIES OF CORPORATION

10.1 The Corporation shall:

10.1.1 Co-operate with the Manager to the extent required to perform expeditiously and economically the management services required under this Agreement, and provide the Manager with such evidence and authority by way of certified copies of

resolutions or otherwise, and such specific directions as the Manager may reasonably require.

10.1.2 Deliver to the manager copies of the Declaration, By-laws and Rules together with any written policies and directives of the Board of Directors, and amendments thereto.

10.1.3 Provide at the expense of the Corporation any plans, drawings, specifications and architectural or engineering assistance which may be necessary or desirable to enable the Manager to discharge its duties pursuant to this Agreement, provided, however, that the Board or its designated representative from time to time shall authorize the retaining of any such assistance before any expense is incurred therefore.

10.1.4 Reimburse the Manager promptly for any moneys which the Manager may elect to advance for the account of the Corporation, it being agreed that nothing contained herein shall be construed to obligate the Manager to make any such advance.

11. INDEMNIFICATION

The Manager shall during and after the termination of this Agreement indemnify and save the Corporation completely free and harmless from any and all damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees incurred during the term of this Agreement by reason of the negligence of the Manager or any of its employees and the Manager agrees to provide the Corporation with a Certificate of Insurance as evidence that it is maintaining liability and blanket Fidelity Insurance for the purpose of indemnifying the Corporation pursuant to this clause, which Certificate shall include an undertaking that the insurer will provide the Corporation with at least thirty (30) days' prior written notice of cancellation or any material changes in the provisions of such insurance policy.

11.2 Subject to subsection 11.1, the Corporation agrees to indemnify and save harmless the Manager from any and all liability and from all claims and demands arising out of damage or injuries to persons or property in or about or in any way connected with the Property and defend at the expense of the Corporation all suits which may be rendered against the Manager on account thereof, except in the case of negligence, gross negligence or wilful damage or injury on the part of or caused by the manager, its servants or agents, in which case all costs, damages, injury and liability shall be borne exclusively by the Manager. It is further provided that nothing contained in this sub-paragraph shall release the Manager or its employees, or agents, from any liability to the Corporation in respect of a breach of any of the Manager's covenants herein contained.

11.3 Notwithstanding anything to the contrary herein contained, under no circumstances shall the Manager be liable to the Corporation for any loss or damage to the property against which the Corporation is insured and to the extent recovered by the Corporation from insurance proceeds.

12. NOTICES

12.1 All notices required or permitted to be given hereunder shall be sufficiently given:

12.1.1 to the Corporation if signed by or on behalf of the Manager, and delivered or mailed by prepaid registered post addressed to the Corporation at its registered address for service;

12.1.2 to the Manager if signed by or on behalf of the Corporation and delivered or mailed by prepaid registered post to the Manager at its last known address.

12.1.3 All such notices shall be deemed to have been received on the date of delivery or on the third business day following the date of such mailing as the case may be.

13. RATIFICATION

13.1 This agreement is conditional upon ratification of the Agreement by by-law of the Corporation passed, confirmed, and registered in accordance with the Act.

14. GENDER

14.1 Where applicable, or where required by the context, all references herein in the singular shall be construed to include the plural and references to masculine shall be construed to include the feminine and the neuter gender.

15. ASSIGNMENT

15.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns subject to the proviso that it not shall be assigned by either party without the written consent of the other party.

16. ENTIRE AGREEMENT

16.1 This Agreement constitutes the entire agreement between the Manager and the Corporation and it is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement other than expressed herein.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals under the hands of their proper officers in that behalf.

SIGNED, SEALED and DELIVERED
in the presence of

**OTTAWA-CARLETON STANDARD
CONDOMINIUM CORPORATION NO.**

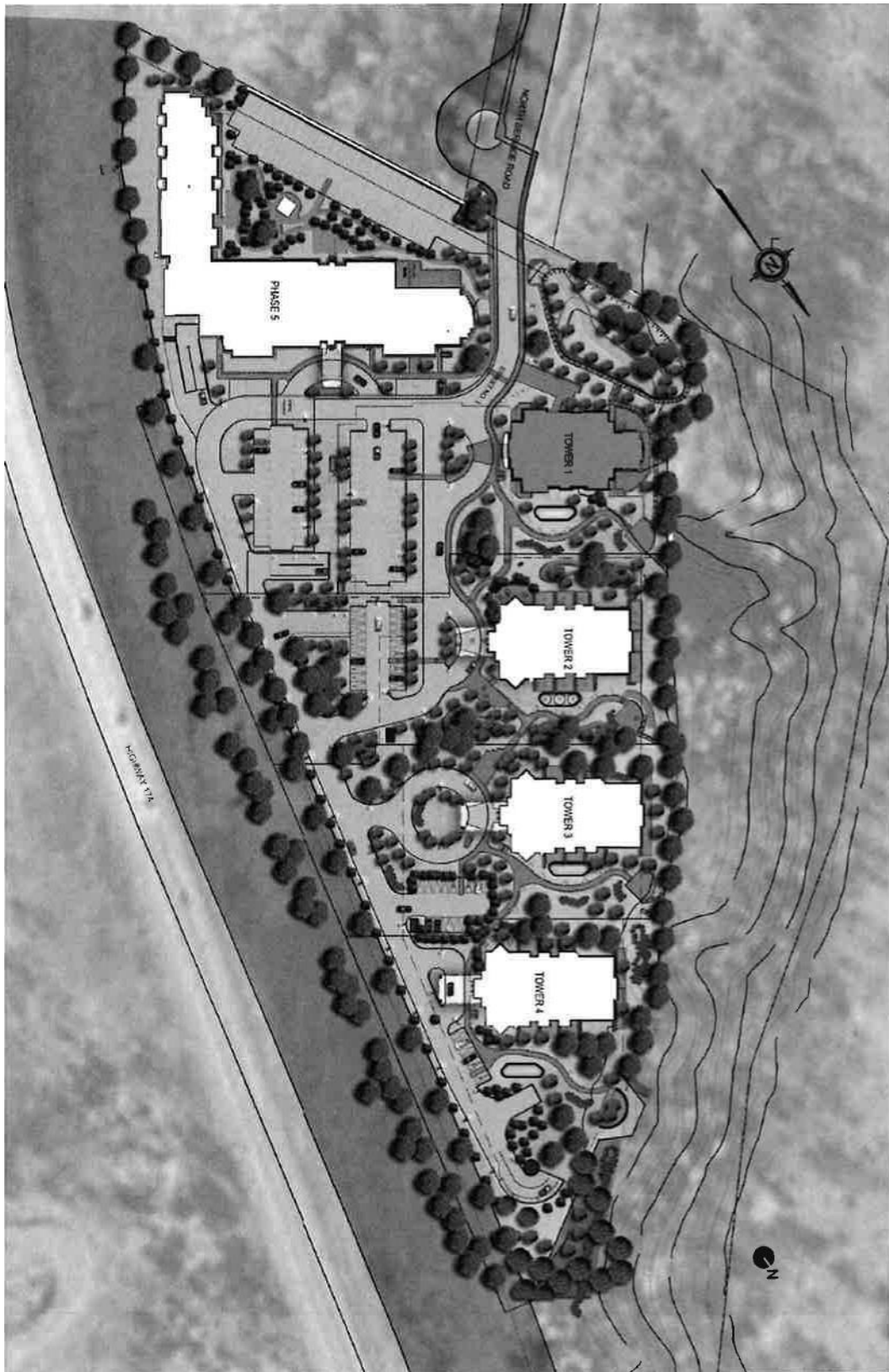
Per: Name:
President

I have the authority to bind the Corporation

() (Manager)**

Per: Name:
Title:

I have the authority to bind the Corporation

SITE PLAN BRIGIL

JOINT USE AND MAINTENANCE AGREEMENT

PETRIE'S LANDING

J. Marc Lemay
 MAZEROLLE & LEMAY
 Banisters and Solicitors
 202-1173 Cyrville Road
 Ottawa, Ontario
 K1J 7S6

AMENDED JOINT USE AND MAINTENANCE AGREEMENT

THIS AGREEMENT made this 30th day of April, 2013.

BETWEEN:

OTTAWA-CARLETON STANDARDS CONDOMINIUM CORPORATION NO.836

Hereinafter called "OCC"

OF THE FIRST PART

AND:

6383009 CANADA INC.

Hereinafter called "Petries"

OF THE SECOND PART

RECITES THAT:

This Parties acknowledge and agree that effective upon the registration of this Amended Joint Use and Maintenance Agreement on title to the OCC Lands and the Future Condominium Lands, this Amended Joint Use and Maintenance Agreement hereby replaces the Joint Use and Maintenance Agreement between OCC and Petries dated the 10th day of March 2010 and registered on title to all condominium units at OCC as Instrument No. 0C1086843. A. In this Agreement:

- (a) "Acceptable standard" means standards which are equivalent to standards from time to time maintained by a prudent owner of other comparable first class residential projects in the City of Ottawa.
- (b) "Act" shall mean the Condominium Act, 1998, as amended from time to time, and all such terminology contained in this Agreement, if undefined, **shall be defined with reference to** the Act.
- (c) "Common Private Roadway" means those parts of the Future Condominium Lands and the OCC Lands forming the private roadway and being part of Lot 29, Concession 1 (Old Survey) Geographic Township of Cumberland, now City of Ottawa, designated as Parts 3, 6, 7, 16, 18, 19, 21 and 22 on Plan 4R-24089, City of Ottawa, this description may be amended as each Future Condominium is created.
- (d) **"Pond/Sign Lands" means those part of the OCC Lands which include the storm pond and the structural sign and being part of Lot 29, Concession 1 (Old Survey)** Geographic Township of Cumberland, now City of Ottawa, designated as Parts 23, 21 and 25 on Plan 4R24089, City of Ottawa.
- (e) "Common Service Lines" means underground utility, storm sewer, sanitary sewer and water service lines, including without limitation fire hydrants, fire hydrant connections, catch basins, pipes, wires, cables, conduits, and appurtenances located on or under the OCC Lands or Future Condominium Lands and servicing the OCC or the Future Condominium Lands.
- (f) "Future Condominiums" and "Future Condominium" means the condominium corporation(s) to be created on the Future Condominium Lands and/or the Retirement Residence to be created on the Future Condominium Lands.
- (g) "Future Condominiums Lands" means those lands upon which Future Condominiums are to be created being part of Lot 28 and Part of Lot 29, Concession 1, (Old Survey) Geographic

Township of Cumberland, now City of Ottawa, designated as Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 26 on Plan 4R-24089.

- (h) "Joint Use and Maintenance Agreement" or "this Agreement" means this agreement and any amendments thereto, and includes any assumption agreements contemplated herein.
 - (i) "OCC Lands" means part of Lot 29, Concession 1, (Old Survey) Geographic Township of Cumberland, now City of Ottawa, designated as Parts 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 on 4R24089.
 - (j) "Party" shall mean each of OCC, Petries, and any Future Condominiums who, by the terms of this Agreement, assumes all obligations and benefits pursuant to an Assumption Agreement to be executed upon registration of the future Condominiums.
 - (k) "Shared Facilities" means all Shared facilities for the entire project, including without limitation, the Common Private Roadway, the Common Service Lines, the Common Sign, the Common Hydro Transformer and the Common Storm Pond.
 - (l) "Shared Facilities Costs" shall mean the aggregate of all costs and expenses incurred in connection with the operation, administration, maintenance and/or repair of the Shared Facilities (or any portion thereof) as further defined herein.
 - (m) "Hydro Transformer" shall mean the hydro transformer located on the OCC Lands and which shall be the main Hydro transformer for this Condominium as well as for Future Condominiums/Retirement Residence.
 - (n) "unit(s)" shall mean residential units in OCC Lands and in Future Condominiums Lands.
- B. There are various elements and facilities shared or to be shared in common amongst OCC and Future Condominiums, including certain rights-of-way and easements between the respective parties for the purpose of access and services.
- C. OCC and Petries, as owner of the Future Condominiums Lands and on behalf of the Future Condominiums, have entered into this Agreement on a non-profit basis for the purposes of defining the rights and obligations of the parties in respect of such elements and facilities; providing for the mutual operation, inspection, maintenance, repair, replacement and costsharing of such elements and facilities more fully described herein; and providing for the eventual assumption of rights and obligations by the Future Condominiums.

ACCORDINGLY THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants contained herein, OCC on its own behalf and on behalf of the Parties of the units thereof from time to time, and Petries as owner of the Future Condominium Lands, covenant and agree with each other as follows:

SHARED FACILITIES

- 1. Shared Facilities:** The following elements, facilities, rights and obligations shall be shared among OCC and Future Condominiums and shall consist of:
 - a. The Common Private Roadway;
 - b. The Common Service Lines;
 - c. The common Storm Pond;
 - d. The common Sign;
 - e. The common Hydro transformer.
 - f. any other common elements required, facility, rights and obligations required.
- 2. Land Owned By Petries:** All of the property comprising the Shared Facilities, which is not on OCC Lands, shall be owned by Petries until such time as Future Condominiums on the Future Condominium Lands is/are registered

3. **Easements Confirmed:** Petries hereby confirms the easements granted to OCC upon the registration of its Declaration and further confirms that every registration of a Declaration of a Future Condominium shall contain similar easements and rights of way over the Shared Facilities.
4. **Costs Sharing:**
 - a. The parties agree that OCC shall initially be responsible for one hundred (100%) percent of the Shared Facilities Costs applicable to the Common Private Roadway. When Petries begins using the Common Private Roadway for the purpose of beginning construction activity on a Future Condominium, the Shared Facility Costs applicable to the Common Private Roadway will then be shared on a fifty (50%) percent basis between OCC and Petries, until the occurrence of a triggering event as described in paragraph 4 c) below, at which time the costs will then be shared between OCC, Petries and the Future Condominium. Upon the last of the Future Condominiums to begin sharing in the Shared Facility Costs, Petries shall no longer be responsible for any Shared Facility Costs unless Petries has retained control of the Retirement Residence. During construction, Petries shall be responsible for one hundred (100%) percent of the costs associated with any damage caused by construction equipment to the Common Private Roadway, and for 100% of the costs associated with cleaning the roadway, as required, of mud, dirt or other debris left by the construction equipment or the construction workers or their vehicles.
 - b. The parties agree that OCC and Petries shall initially *each* be responsible for fifty (50%) percent of the Shared Facilities Costs applicable to all Shared Facilities, save and except the costs associated with the Common Private Roadway. Upon the occurrence of a triggering event as described in paragraph 4 c) below, the costs will then be shared between OCC, Petries and the Future Condominium. Upon the last of the Future Condominiums to begin sharing in the Shared Facility Costs, Petries shall no longer be responsible for any Shared Facility Costs unless Petries has retained control of the Retirement Residence.
 - c. Upon the first of the Future Condominiums to have fifty (50%) percent of its units occupied (for a Condominium, this would mean by way of interim occupation and for a Retirement Residence, this would mean by way of occupation of the units), then the Cost Sharing would be adjusted, as described in paragraph 5 herein. This process would continue with the second and subsequent of the Future Condominiums to have fifty (50%) percent of its units occupied.
5. **Shared Pro-Rata:** The Shared Facilities Costs, including but not limited to all costs of the maintenance, repair and replacement of the Shared Facilities as detailed below, shall be shared among OCC , Petries and the Future Condominiums pro rata based on the number of residential units in each Future Condominium. At the time of the assumption of this Agreement by a Future Condominium, the pro-rata share of the costs **shall be determined in accordance with** the then existing and proposed number of units for the Future Condominium Lands, however, this prorata share may be adjusted upon the registration of each Declaration for a Future Condominium, in accordance with the actual number of residential units contained in the Future Condominiums.

SHARED FACILITIES COSTS

6. **Costs:** The Shared Facilities Costs shall include the following:
 - a. insurance premiums for the Shared Facilities, Committee Members' liability insurance and public liability insurance;
 - b. maintenance, repair and replacement of the Shared Facilities, including major repairs if required;
 - c. snow removal costs for the Shared Facilities;
 - d. landscape maintenance and lawn cutting of the Shared Facilities, including grass cutting;
 - e. all Storm Pond and sign costs, including but not limited to repair and replacement
 - f. all hydro transformer costs, including but not limited to repair and replacement;
 - g. the cost of legal, accounting, managing, auditing and engineering services or other professional advice and service required by the Committee;

- h. the cost of personnel required to operate, maintain, repair and replace the Shared Facilities;
 - i. any amounts spent to remedy any Parties breach of this Joint Use Agreement as well as any amount spent to enforce the remedies provided for in this Agreement upon the default of any Party; and
 - j. such other expenses as are normally incurred in maintaining a high quality, residential development to Acceptable Standards;
7. **Payment of Shared Facilities Costs:** Each Party shall pay to the Committee, as the Committee shall direct, the Parties' Proportionate Share of the Shared Facilities Costs, at such time or times determined by the Committee regardless of when the expense will be incurred without any set off or deduction. The Committee may request that payment be made by delivery to the Committee by way of a series of monthly post-dated cheques for the Parties Proportionate Share of the estimated Shared Facilities Cost for each year. The Parties' payments are to be held by the Committee for the benefit of the Shared Facilities and used to pay all Shared Facilities Costs.
 8. **Change in Shared Facilities Costs:** The total monthly amount to be collected for Parties' Proportionate Share of the Shared Facilities Costs may from time to time be changed by a notice from the Committee advising that additional funds are necessary to keep Shared Facilities Costs current **and** setting out with reasonable detail the reason for the decision of the Committee. It is agreed that the amount of any cost or expense actually paid or incurred by the Committee for any work so performed pursuant to this Agreement shall not be challenged by OCC or Future Condominiums unless it is clearly demonstrated to be substantially in excess of the reasonable costs or expenses which would properly have been paid had the Committee exercised due diligence in the performance of such work.
 9. **Emergency Repairs:** In the event any repairs are required to the Shared Facilities on an emergency basis, the costs of which have not been included in the annual budget, any Party upon becoming aware of the emergency shall give the Committee and/or Management Company notice, whereupon the Committee and/or Management Company shall arrange for the required work to be done, and the Committee shall be entitled to levy a special assessment upon every Party in order to cover the cost of repairs to the Shared Facilities. The special assessment, if unpaid, shall be added to the Parties' Proportionate Share of the Shared Facilities Costs due and owing from the Party.
 10. **Negligence and Responsibility for Repairs;** Notwithstanding any other provision herein, the cost of any maintenance, repairs or replacement of **the Shared** Facilities necessitated by the willful or negligent act or omission of a Party hereto shall be paid by such Party solely, and shall be added to the Parties' Proportionate Share of the Shared Facilities Costs due and owing from that Party.
 11. **Dispute;** Any Party may give written notice to the Committee that its proportion of the Shared Facilities Costs, or that a component should be added or deleted from the Shared Facilities. Such notice shall be accompanied by all data in support of its contention that either the existing allocation of such component of the Shared Facilities Costs does not represent a fair-and equitable proportion used by the Party, or a component should be added to or deleted from the Shared Facilities, and a suggested allocation, reallocation or restatement of such Shared Facilities Costs. If the Parties cannot agree as to a reassessment or reallocation of the Shared Facilities Costs within thirty (30) days of the giving of such notice, then the party disputing the assessment or allocation may apply to have the dispute arbitrated in accordance with the terms of this Agreement. Until such arbitration is finally concluded, each party shall continue to pay its Proportionate Share of the Shared Facilities Cost in complete compliance with this Agreement. Notwithstanding the foregoing, no arbitration proceedings in regard to any matter referred to in this paragraph shall be commenced prior to a date which is at least one(1) year from the date of registration of the Declaration for the Future Condominium.
 12. **Priority of Shared Facilities Costs:** The Parties agree that each Party's obligation to pay his or her Parties' Proportionate Share of the Shared Facilities Costs shall constitute a first charge

upon OCC and Future Condominiums, subject only to municipal taxes having statutory priority.

13. **Continued Enjoyment:** The continued enjoyment or use by any party of the Shared Facilities shall be dependant and conditional upon that party contributing to the Shared Facilities Costs in the manner required under the terms of this Agreement. The benefits to a party hereunder arising from any term or provisions of this Agreement shall be construed as interdependent with the requirement by such party to perform those obligations hereunder.
14. **Default:** If a Party does not pay the Party's Proportionate Share of Shared Facilities Costs, when requested to do so by the Committee (the "Defaulting Party"), the Committee shall charge interest on the amount in arrears at a rate of interest which is the greater of:
 - a. fifteen percent (15%) per annum, calculated monthly; and
 - b. a rate which is equal to five (5%) per annum above the prime lending rate of the Bank of Canada on the date of each default.
 - c. if the Defaulting Party's failure to pay continues for a period of fifteen (15) days, the other Parties, in addition to any other rights, shall have the right to collect the arrears by action and shall have a charge upon the Defaulting Party until the arrears are paid in full. If the arrears are not or have not been paid within thirty-five (35) **days** of the due date, the other Parties or any of them (the "Paying Parties") shall be entitled to advance the necessary sum on behalf of the Defaulting Party. As security for this advance the Defaulting party hereby charges his or her property in favour of the Paying Parties in the amount so contributed from time to time together with interest and agrees that the terms of such charge are those terms set out in the charge terms filed under the *Land Registration Reform Act*, R.S.O. 1990, c. L4, as number 9320.
15. **Non-Avoidance:** The obligations of any Party to contribute towards Shared Facilities Costs shall not be avoided by waiver of the right to use the Shared Facilities or by abandonment or by any other means.
16. **Arbitration only Remedy:** In no event may any party to this Agreement delay or refuse for any reason, whatsoever, to make any payment of its Parties' Proportionate Share of the Shared Facilities Costs or its share of any special assessment it is otherwise required to make hereunder **at** the time when such Party is responsible to make payments under this Agreement, and all such required payments shall be made in strict compliance with this Agreement. It is intended that the only remedy available to any Party with respect shall be the arbitration provisions or those other specific remedial provisions which are set forth in this Agreement.

SHARED FACILITIES - USE AND ENJOYMENT

17. **Rules:** The enjoyment or use at any time of the Shared Facilities shall be subject to such reasonable rules and regulations as may be imposed from time to time by the Committee in respect of the Shared Facilities, provided that such rules and regulations shall not in any way discriminate against Parties, tenants, or other occupants in exercising their rights to the Shared Facilities. The parties agree to act in a prudent and reasonable manner so as to minimize the interference occasioned to the other parties by the use thereof and each party covenants and agrees to comply with all of the provisions herein contained and will not authorize or condone any breach thereof by any worker, contractor, resident, occupant, visitor, guest, employee or agent.
18. **Responsibility:** Although the Committee shall direct the operation, inspection, maintenance and repair of the Shared Facilities in accordance with the terms of this Agreement to the Acceptable Standard and for engaging all requisite workers, contractors, suppliers and others required therefore, the parties in the manner herein contemplated and allocated among them, shall be severally responsible for the Shared Facilities Costs.
19. **Reasonable Access:** Each of the parties shall have the right to such reasonable access to the lands of the other parties as may be required from time to time for the purpose of inspecting the condition of the Shared Facilities.

THE COMMITTEE AND ADMINISTRATION OF AGREEMENT

The following procedures shall be established to administer the terms and conditions of this Agreement:

20. **Initial Establishment of the Committee:** A committee (the "Committee") shall be established, composed initially of three members, one to be appointed by the Board of Directors of OCC, and two members to be appointed by Petries. Petries shall have the right from time to time, for any reason whatsoever, to replace either, or both, of the members so appointed by it. The member appointed by the Board of Directors of OCC must be an owner of a unit in OCC.
21. **Composition of Committee:** Upon the completion of the Turnover Meeting in respect of any Future Condominiums, the Board of Directors of each of OCC and any Future Condominium shall be each entitled to send a representative to the Annual General Meeting wherein OCC and Future Condominiums will be allowed to collectively vote one representative on to the Committee. The member appointed by the Board of Directors of OCC and Future Condominiums must be an owner of a unit in OCC or in a Future Condominium. The control of the **Board shall remain with Petries until the last of the** projects is fifty (50%) per cent occupied, at which time, both of the members appointed by Petries shall resign, and the composition of the Board of Directors shall increase to five (5) members, with one representative for each Party.
22. **Quorum:** A quorum for the transaction of business at any meeting of the Committee shall be a simple majority. Notwithstanding vacancies on the Committee, the remaining Committee Members may exercise the powers of the Committee so long as a quorum remains in office. In the event of a vacancy by the representative for OCC and Future Condominiums, a quorum of Committee Members may fill the vacancy on the Committee without the need for an election, by appointing one (1) representative of OCC or Future Condominiums, to hold office, as a Committee Member, until the next annual meeting of Parties.
23. **Regular Meetings:** The Committee may appoint a time and a place for regular meetings. A copy of any resolution of the Committee fixing **such** time and place shall be sent **to** each Committee Member and no further notice shall be required for the regular meetings. The Committee shall be charged with the responsibility of managing and carrying out the terms of this Agreement in respect of the Shared Facilities.
24. **Calling of Meetings:** Special meetings of the Committee shall be held when called by any Committee Member. The Committee shall set a date for said meeting within ten (10) business days of a request for same by a Committee Member. No notice of a meeting shall be necessary if all the Committee Members are present and consent to the holding of the meeting or if those absent waive notice of or otherwise signify in writing their consent to the holding of the meeting. Meetings can be held by teleconference.
25. **Approval of Annual Budget:** The Committee shall approve the annual budget completed by the Management Company for the operation, inspection, maintenance, repair and replacement of the Share Facilities. Upon approval of the annual budget; each Party shall

be assessed its Parties' Proportionate Share of the Shared Facilities Costs, to be paid in equal monthly payments, and each Party shall include their pro-rata share of the Shared Facilities Cost in their individual budget for their Condominium Corporation, and for Petries, as applicable.
26. **Appointment of Management Company:** The Committee may employ the services of a Management Company, who shall operate under the direction of the Committee in accordance with the terms of a Management Agreement. The duties of the Management Company are as detailed in paragraph 35.
27. **Duties and Responsibilities:** In addition to its responsibility to oversee the operations of the Management Company, the Committee shall be responsible for;
 - a. arbitrating disputes between Parties to this Agreement failing which, to refer the Parties to arbitration in accordance with the arbitration provisions of this Agreement;
 - b. to account to the Parties from time to time with respect to the performance of its duties, and, in particular, to call annual meetings of the Parties in accordance with this agreement.

28. **Officers:** The Committee may elect from any of its members a President, Secretary and Treasurer. One person may hold more than one (1) office. If any of these elected officers are unable to attend a meeting of the Committee, the remaining Committee Members may select from themselves a replacement for that meeting.
29. **President:** The President shall preside at all meetings of the Parties and of the Committee and shall be charged with the general supervision **of the** business and affairs of the Shared Facilities, the Parties' and this Agreement. Subject to the terms of paragraph 21 herein, the President shall be one of the two Committee Members appointed by Petries for so long as Petries is permitted to appoint Members.
30. **Secretary:** The Secretary shall give or cause to be given all notices required to be given to the Parties, Committee Members, auditors, and all others entitled to notice. The Secretary shall attend all meetings of **the Committee and of the Parties and shall enter or cause to be** entered in books kept for that purpose minutes of all proceedings at these meetings. The Secretary shall maintain an up to date list of Parties. The Secretary shall be the custodian of all books, papers, records, documents and other relevant instruments and shall perform such other duties as may be delegated by the Committee.
31. **Treasurer:** The Treasurer shall keep or cause to be kept full and accurate books of accounting which shall record all receipts and disbursements and, under the direction of the Committee, shall control the deposit, safekeeping and disbursement of money. Upon request, the Treasurer shall render to the Committee or any Party an account of all his transactions and of the financial position of the Shared Facilities governed by this Agreement. The Treasurer shall perform other duties that may be delegated to him or her by the Committee.
32. **Agents and Attorneys:** The Committee shall have power from time to time to appoint managers, personnel, agents or attorneys with such powers of management or otherwise, including the power to sub-delegate, as may be thought fit. Without limiting the generality of the foregoing, the Committee may appoint a Management Company which shall be fully accountable to the Committee.
33. **Indemnity of Committee Members and Officers.** Every Committee Member and his or her personal representatives shall be indemnified and saved harmless by the Parties from and against:
- a. any liability and all costs, charges and expenses that the Committee Member sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him or her for or in respect of the execution of the duties of the Committee; and
 - b. all other costs, charges and expenses that the Committee Member sustains or incurs in respect of the affairs of the Committee; provided that:
 - c. all other members of the Committee are advised of any such action, suit or other proceeding, or cost, charge or expense, forthwith after the Committee Member received notice; and
 - d. the Parties are given the right to join in the defence of the action, suit or proceeding.

However, no Committee Member shall be indemnified by the Parties in respect of any liability, cost, charge or expense that he or she sustains or incurs in or about any action, suit or other proceeding as a result of which he or she is adjudged to be in breach of any duty or responsibility set out in this Agreement, unless in an action brought against the Committee Member he or *she* has achieved complete or substantial success as a defendant.

MANAGEMENT OF THE SHARED FACILITIES

34. **Management Company:** The Shared Facilities may be managed by the Committee or by a management company chosen by the Committee, from time to time, (individually and collectively the "Management Company"). The Management Company shall be entitled to charge the Committee a reasonable fee for labour furnished or materials supplied by the Management Company, or its servants or agents to manage, maintain, repair and replace the Shared Facilities as required.

35. **Duties:** The duties of the Management Company are as follows;
- a. to prepare an annual budget for the maintenance, repair and general upkeep of the Shared Facilities, which shall include a reserve funds study;
 - b. to estimate the amount of Shared Facilities Costs for the ensuing year;
 - c. subject to the ongoing approval of the Committee, operate and maintain a bank account in the name of this project and collect all Shared Facilities Costs from the Parties and pay all invoices as they become due;
 - d. to keep insured the Shared Facilities and any other property required under the terms of this Agreement;
 - e. to maintain the Shared Facilities to Acceptable Standards;
 - f. to complete emergency repairs and to levy any special assessments required for payment of same, if required;
 - g. to enforce the rules and regulations imposed upon the Parties as determined and revised from time to time and to make recommendations to the Committee for proposed new rules;
 - h. generally, to oversee the management and operation of the Shared Facilities and, if deemed necessary, to employ the services of a property manager which **will** deal with day to day management, accounting and general administrative matters and will be fully accountable to the Committee;
36. **Turnover of Management:** Deleted.

ANNUAL MEETING OF PARTIES

37. **Annual Meeting Notice:** The President of the Committee shall call an annual meeting of the Parties to receive reports, **to** elect Committee Members, and to transact such other business as may be set out in the notice of the meeting. The Parties shall be provided with not less than fifteen (15) days' written notice of all annual general meetings.
38. **Meeting Called by a Party:** Any of the Parties may, in writing, request a meeting specifying the purpose or purposes of the meeting, and the President of the Committee shall advise the Parties of the place for holding the meeting, and the date for holding of the meeting which shall not be sooner than fifteen (15) days' after written notice has been given to the Parties by the President of the Committee.
39. **Quorum:** The presence in person or by proxy of not less than fifty (50%) percent, of the Parties shall be necessary to constitute a quorum at all meetings of Parties for the transaction of business. If a quorum is not present, the holders of a majority of votes, present in person or represented by proxy, at such meeting shall have power to adjourn the meeting from time to time until a quorum shall be present or represented. At any adjourned meeting at which a quorum is present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.
40. **Votes:** At all meetings, each of the Parties who is not at such time in default in the payment of the Party's Proportionate Share of the Shared Facilities Costs shall be entitled to cast one (1) vote for each matter presented for vote. Only Parties not in default shall be entitled to vote either in person or by proxy. All voting by Parties shall be on the basis of one vote per Party.
41. **Votes Binding:** Unless otherwise specified in this Agreement, any resolution passed by a majority vote at a meeting of the Parties shall be binding on Parties and their respective successors and assigns. As long as Petries has control of the Board, Petries shall retain a veto over all matters voted on during Meetings of the Parties.
42. **Committee Members:** Each Committee Member:
- a. elected by OCC and Future Condominiums shall be an owner of a residential unit or in the case of a Retirement Residence, a tenant;

- b. appointed by Petries shall be at Petries sole discretion without restrictions, and shall be 18 years of age and over;
- 43. **Deemed Resignation:** A Committee Member shall be deemed to have tendered his or her resignation from the Committee when there is default of payment of his respective condominium corporation's Shared Facilities Costs for a period of sixty (60) days or more or the Committee Member fails to attend three (3) consecutive meetings of the Committee, at the Committees' sole and absolute discretion.
- 44. **Term:** Until such time as the Committee Members for Petries resign, at the first meeting of the Parties and at **each annual meeting of the Parties thereafter, in accordance with the** number of votes cast for each nominated Committee Member, one (1) Committee Member shall be elected to hold office for a one year time period. A majority of OCC and Future Condominiums delegates may remove at their pleasure any Committee Member voted upon by them.
- 45. At each annual meeting of Parties following the completion of the last of the Future Condominiums , in accordance with the number of votes cast for each nominated Committee Member, one (1) Committee Member shall be elected to hold office until the first annual meeting following the date of his or her election and two (2) Committee Members shall be elected to hold office until the second annual meeting following the date of his or her election. *Where* the Committee Members are elected by acclamation, the Parties at the meeting shall determine the distribution of terms. A majority of the Parties may remove at their pleasure any Committee Member. The Parties shall be entitled to increase the number of Committee Members upon presenting a resolution to this effect to the Annual General Meeting and recording a majority vote in favour of the resolution.

CHANGES TO SHARED FACILITIES

- 46. **Change Requires a majority Vote of Parties:** Subject to section 97 of the Act, the Committee may, by a continuing vote of fifty (50%) percent plus 1 of the Parties, make any additions, alterations or improvements to, or renovation of the Shared Facilities. As long as Petries has control of the Board, Petries shall retain a veto over all matters voted on during Meetings of the Parties.

BANKING ARRANGEMENTS AND EXECUTION OF DOCUMENTS

- 47. **Banking Arrangements:** The banking business of the Committee shall be transacted with such Financial institution by such persons and in such manner as the Committee may designate.
- 48. **Execution of Documents:** The Committee may, at any time and from time to time, direct the manner in which and the person or persons by whom a particular document or obligation may be signed in relation to this Agreement.

INSURANCE

- 49. **The Committee:** The Committee shall be required to obtain and maintain, to the extent obtainable from the insurance industry, the following insurance, in one or more policies:
 - a. insurance against damage by all risks (including fire, extended coverage and malicious damage) and sudden and accidental breakdown of pressure machinery and electrical utility supply objects and such other perils as the Committee may from time to time deem advisable, insuring the Shared Facilities, excluding the Units, in an amount equal to the full replacement cost of such real and personal property, without deduction for depreciation, which policy may be subject to a loss deductible clause;
 - b. such policy or policies of insurance shall insure the interests of the Committee and the Parties from time to time, as their respective interests may appear, which shall be subject to the provisions of this Agreement and shall contain the following provisions:
 - i. that loss shall be payable to the Committee;

- ii. waivers of subrogation against the Committee, its Committee Members, manager, agents, employees and servants and Parties, and any member of the household, or guests of any condominium unit owner or occupant of a unit, except for arson and fraud, vehicle impact, vandalism or malicious mischief;
 - iii. that such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days' prior written notice to all parties whose interests appear thereon, and to the insurance trustee, if an insurance trustee is appointed;
 - iv. all policies of insurance shall provide that the same shall be primary insurance in respect of any other insurance carried by any Party;
 - v. reasonable deductibles not exceeding 3% of the replacement cost of the insured property, public liability and property damage insurance insuring the liability of the Committee and the Parties from time to time, with limits to be determined by the Committee but not less than \$2,000,000.00, and without right of subrogation as against the Committee, its manager, agents, servants and employees, and as against the Parties, and any member of the household or guests or any condominium unit owner or occupant of a unit;
 - vi. Committee Members and officers liability *insurance* in respect of members of the Committee, present and past, without an exclusion based on or attributable to any wrongful act in procuring, effecting and maintaining insurance, or with respect to amount, form, conditions or provision of such insurance and with limits of at least \$2,000,000.00;
 - vii. employee dishonesty insurance with the definition of "employee" to include noncompensated elected members and Committee Members, having limits sufficient to cover the exposure to loss but in no event less than \$100,000.00;
 - viii. depositor's forgery insurance with limits sufficient to cover the exposure to loss, but in no event less than \$50,000.00;
 - ix. insurance against the liability of the Committee or the Parties resulting from a breach of duty as occupier of the Shared Facilities; and
 - x. such insurance as the Committee may deem necessary or desirable for the purpose of indemnifying the Committee.
- c. **By the Party:** Each Party shall insure his or her own condominium against damage by all risks (including fire, extended coverage and malicious damage) and such other perils as OCC and Future Condominiums may from time to time deem advisable in an amount equal to its full replacement cost.
50. **Unavailability of Coverage:** Notwithstanding any other provision of this Agreement, if any insurance coverage required to be maintained by the Committee cannot now be obtained or at some time in the future is not available to the Committee, the Committee may require the Parties individually, at each Parties own cost, to obtain and maintain any such insurance to the extent required under the terms of this Agreement and provide evidence of such insurance coverage to the Committee.
51. **Evidence of Insurance:** If a Party fails to so insure or furnish evidence of coverage as provided in Section 49 c), the Committee may arrange for the required insurance in the name of the Party and the Party shall reimburse the Committee for the cost of placing such insurance, such cost to be recovered by the Committee as Shared Facilities Costs payable for the Party.

INDEMNIFICATION

52. **Indemnification:** Each Party shall indemnify and save harmless the other Parties from and against any losses, costs, damage, injury or liability whatsoever which any other Party may suffer or incur resulting from or caused by an act or omission of the Party, the Party's servants or agents, guests and tenants to or with respect to the Shared Facilities, except for any loss, cost, damage, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Parties.

53. **Indemnification of the Committee:** Except in the case of gross negligence or fraud on the part of the Committee, its servants or agents, the Parties shall indemnify and save harmless the Committee and the Committee Members from and in respect of any and all liability and from all claims or demands arising out of damage or injuries to persons or property in or about or in any way connected with the Shared Facilities.

ARBITRATION

54. In the event of any dispute between the parties hereto with respect to any matters arising from or pertaining to this Agreement, and such matter cannot be resolved between the parties, the matter in dispute, upon notice by one party to the other or others stipulating that it requires the matter to be submitted to arbitration, shall be submitted to a single arbitrator, mutually agreed upon and the decision of the arbitrator shall be binding upon the parties hereto, and no legal recourse shall be exercised by any party herein.
55. Deleted.
56. Deleted.

JOINT USE AGREEMENT BINDING

57. **Assumption by Future Condominiums:** Petries shall be responsible for the respective obligations of the Future Condominiums under this Agreement until registration of the respective Future Condominiums in respect of the Future Condominium Lands. Upon the respective declaration of each of the Future Condominiums that Future Condominium shall be deemed to have assumed the obligations of Petries with respect to the lands covered by such Future Condominium and Petries shall have no further obligation, liability or responsibility of any nature whatsoever under this Agreement.
58. **Assumption Agreement:** The Declaration for a Future Condominium on the Future Condominium Lands shall confirm that the Future Condominium is subject to the terms of this Agreement and the Future Condominium agrees not to use, occupy or deal with the property, or any part of it, except in accordance with the provisions of this Joint Use Agreement. This Future Condominium shall execute an Assumption Agreement for this purpose which Petries will deliver to the Committee in the form attached as Schedule A.
59. **Agreement Binds Parties:** By executing this Agreement and/or executing the Assumption Agreement, each Party is deemed to have contracted directly with every other Party for every term and condition of this Agreement. Notwithstanding the foregoing provisions of this Section, a Future Condominium who has not signed an assumption agreement as required shall, upon registration of the Declaration, be automatically deemed to have Signed an assumption agreement pursuant to which such Condominium has assumed, from the date of the registration of the Declaration, all obligations of a Party under this Agreement.
60. **Relationship of Parties:** No Party is, or is intended to be, or shall be deemed to be the partner, agent or legal representative of any other Party, except to the extent provided for in this Agreement.
61. **Purchaser's Status Certificate:** At the written request of a Party, a purchaser of a Unit in OCC or a Future Condominium, or a Board of Directors of OCC or a Future Condominium, or a mortgagee or proposed mortgagee of a purchaser of a Unit, and upon payment of the fee then charged by the Committee or its agent shall deliver a Status Certificate in the form attached hereto as Schedule "B".

GENERAL PROVISION

62. **Further Assurances:** The parties agree to execute and deliver such further and other instruments, agreements and writings and do and perform and cause to be done and performed such further and other acts and things that may be necessary or desirable in order to give full effect to this Agreement and every part hereof.
63. **Binding on Successors:** This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns and all the Parties from time to time.

64. **Conditional on Planning Act:** This Agreement is entered into subject to the express condition that the provisions herein which are subject to Section 50 of the *Planning Act* R.S.O. 1990 c. P.13, are severable from the rest of this Agreement and are to be effective only upon compliance with the provisions of said Section 50 and amendments thereto.
65. **Property affected by Agreement:** The Parties acknowledge that this Agreement binds only that part of PIN 14538-0212, being Part of Lots 28 & 29, Con 1, O.S. Cumberland, being Part 5 on Plan 50R-7211 and being Parts 1, 2 and 3 on Plan 4R-24089. The remainder of said PIN 14538-0212, (hereinafter referred to as the "Rideau Lands"), shall be transferred to a Provincial Conservation Authority at a future date. The Parties acknowledge that upon transfer of the Rideau Lands to the Conservation Authority, this Agreement shall be released as against the Rideau Lands, and Petries shall be authorized on behalf of all parties to execute any and all documentation required to give effect to said release.
66. **Time of the Essence:** Time shall be of the essence of this Agreement and each of the provisions hereof.
67. **Not a Partnership or Joint Venture:** This Agreement is not intended nor shall it be construed to create the relationship of either a partnership or a joint venture between the parties hereto.
68. **Law of Ontario:** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario.
69. **Clauses Severable:** If any term, covenant or condition of this Agreement to any extent is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term, covenants and condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.
70. **Headings:** The headings and section names have been inserted herein for convenience of reference only and do not form part of this Agreement, nor shall be referred to in the interpretation of this Agreement.

IN WITNESS WHEREOF the parties have hereunto affixed their corporate seals under the hands of their proper officers duly authorized in that behalf,

OTTAWA-CARLETON STANDARD CONDOMINIUM
CORPORATION NO. 836

per: _____
Colin Henderson, President

Per _____
Andre Messier, Treasurer

We have authority to bind the Corporation **6383009**

CANADA INC.

per: _____
Gilles Desjardins, President

I have authority to bind the Corporation

SCHEDULE A
ASSUMPTION AGREEMENT

THIS AGREEMENT made the _____ day of _____, 20__

BETWEEN:

6383009 CANADA INC.
(hereinafter called the "Declarant")

OF THE FIRST PART

-AND -

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 836
(hereinafter called the "Condominium A")

OF THE SECOND PART

WHEREAS the Declarant entered into a Joint Use Agreement with Ottawa Carleton Standard Condominium Corporation No. 836, notice of which was registered, in the Land Titles Division of Ottawa-Carleton (No.4) on the _____ day of _____, 2010 as Instrument No. OC _____ (the "Joint Use Agreement");

AND WHEREAS the parties hereto agree that the Condominium A shall assume all of the terms and provisions set forth in the Shared Facilities Agreement relating to the condominium corporation which is referred to as one of the Future Condominiums to be registered on the Future Condominium Lands in the Joint Use Agreement;

NOW THEREFORE WITNESSETH that in consideration of the sum of \$2.00 of lawful money of Canada now paid by each of the parties hereto to the other, and for other good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged) the Condominium Corporation hereby agrees to formally assume (and to observe and abide by) all of the terms and provisions contained in the Joint Use Agreement as it relates to the Future Condominium and to execute such further documents or assurances as the Declarant may hereafter require in order to evidence and confirm the same.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals, duly attested to by their respective proper signing officers.

DATED this _____ day of _____, 20____

**OTTAWA-CARLETON STANDARD
CONDOMINIUM CORPORATION NO. 836**

per: _____

per: _____

WE HAVE AUTHORITY TO BIND
THE CORPORATION **6383009
CANADA INC.**

per: _____
Authorized Signing Officer

SCHEDULE B

STATUS CERTIFICATE

_____ Treasurer of the Joint Use Agreement Committee (the "Committee") established pursuant to a Joint Use Agreement registered with the Land Registry Office for the Land Registry Division of Ottawa-Carleton (No.4) as Instrument No. _____
 CERTIFY THAT:

- 1) Ottawa Carleton Standard Condominium Corporation No. _____, (address: _____ (the "Condominium") is not in default in the payment of its proportionate share of the Shared Facilities Costs under the Joint Use Agreement.
- 2) The Committee is not presently considering any increase in the Shared Facilities Costs.
- 3) The estimated proportionate share of Shared Facilities Costs for this Condominium is _____ annually, payable \$ _____ monthly on the 1st day of each month.

- 4) The Committee and the Parties to the Joint Use Agreement are not presently involved in any legal action affecting the Shared Facilities.
- 5) The Committee is not aware of any proposed substantial addition, alteration or improvement to or renovation of the Shared Facilities except further constructions and additions in accordance with the proposed Site Plan for the project.
- 6) The Committee has secured all policies of insurance that are required under the provisions of the said Joint Use Agreement.
- 7) The address of the Committee is:
- 8) The Committee members and Officers are as follows:

Dated at Ottawa, this _____ day of _____, 20__

Joint Use Agreement Committee

Per:
