

**STRATHCONA PLACE
CCC 279**

**555 WILBROD STREET
OTTAWA, ONTARIO K1N 5R4**

**CONSOLIDATED DECLARATION
(DATED 1985 MARCH 8
AS REVISED IN 2019 JUNE)**



DECLARATION (Consolidated)

This Declaration (hereinafter called the “Declaration”) is made and executed pursuant to the provisions of The Condominium Act, R.S.O. 1980, c. 84 as amended, and the regulations made thereunder (all of which are hereinafter referred to as the “Act”), by:

MELGRO DEVELOPMENT LTD.

(hereinafter called the “Declarant”)

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the City of Ottawa, in the Regional Municipality of Ottawa-Carleton, and being more particularly described in Schedule “A”, and in the description submitted herewith by the Declarant for registration in accordance with the Act;

AND WHEREAS the Declarant has constructed a building upon the said lands containing seventeen (17) dwelling units;

AND WHEREAS the Declarant intends that the said lands together with the said building constructed thereon shall be governed by the Act;

NOW THEREFORE THE DECLARANT DECLARES AS FOLLOWS:

ARTICLE I.

INTRODUCTORY

1.1 Definitions. All words used herein which are defined in the Act shall have ascribed to them the meanings set out in the Act, as amended from time to time.

1.2 Statement of Intention. The Declarant intends that the lands and premises described in Schedule “A” be governed by the Act, and any amendments thereto.

1.3 Consent of Encumbrancers. The consent of every person having a registered mortgage against the land or interest appurtenant to the land described in Schedule “A” is contained in Schedule “B” attached hereto.

1.4 Boundaries of Units and Monuments. The monuments controlling the extent of the units are the physical surfaces mentioned in Schedule “C” attached hereto. However, no unit includes pipes, wires, cables, conduits, ducts, flues and shafts located within the unit boundaries but which provide service to another unit or units or to the common elements. Also, no unit includes structural walls or unit entry doors. Each unit does include the breaker box providing service to that unit.

[Revised – 2019]

1.5 Common Interest and Common Expenses. 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. The total of the proportions of the common interests shall be one hundred percent (100%).

1.6 Address for Service and Mailing Address of the Corporation. The Corporation’s address for service shall be 135 York Street, Ottawa, Ontario or such other address as the Corporation may by resolution of the board determine, and the mailing address of the Corporation shall be 555 Wilbrod Street, Ottawa, Ontario.

ARTICLE II.

COMMON EXPENSES

2.1 Specification of Common Expenses. Common expenses means the expenses of the performance of the objects and duties of the Corporation and, without limiting the generality of the foregoing, shall include those expenses set out in Schedule “E” attached hereto.

2.2 Payment of Common Expenses. Each owner, including the Declarant, shall pay to the Corporation his proportionate share of the common expenses, as may be provided for by the by-laws of the Corporation, and the assessment and collection of contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the Corporation.

ARTICLE III.

UNITS

3.1 Meaning of “Unit”. Wherever in any agreement respecting a unit, or in this Declaration, the by-laws, the common element rules, or any mortgage or conveyance of a unit, the term “unit” is used, it shall include for all purposes the interest in the common elements appurtenant to such unit unless a contrary intention is specifically stated.

3.2 Occupation and Use. The occupation and use of the units shall be in accordance with the following restrictions and stipulations:

- a) Each dwelling unit shall be occupied and used only as a private single family residence and for no other purpose; provided, however, that the foregoing shall not prevent the Declarant from completing the building and all improvements to the property, maintaining units as models for display, sale and rental purposes, and otherwise maintaining construction offices, displays and signs until all units have been sold by the Declarant;
- b) No unit shall be occupied or used by anyone in such a manner as to result in the cancellation or threat of cancellation of any policy of insurance placed by or on behalf of the Corporation or the reduction in coverage thereunder. If a unit is

occupied or used by anyone in such a manner as to result in an increase in premium cost of any policy of insurance placed by or on behalf of the Corporation, the owner of such unit shall reimburse the Corporation for such increase, and such increase in premium cost shall be added to the owner's contribution towards the common expenses;

- c) The owner of each unit shall require all tenants, residents and visitors in his unit to comply with the Act, the Declaration, the by-laws and the rules;
- d) No boundary wall, load-bearing partition wall, floor, door or window, toilet, bath tub, wash basin, sink, heating, plumbing or electrical installation contained in or forming part of a unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Corporation; provided, however, that the provisions of this subparagraph shall not require any owner to obtain the consent of the Corporation for the purpose of painting or decorating, including the alteration of the surface on any wall, floor or ceiling which is within any unit;
- e) No animal, livestock or fowl, other than a pet, shall be kept or allowed in any unit. No pet that is deemed by the Board or Manager, in its absolute discretion, to be a nuisance shall be kept by any owner in any unit. Such owner shall, within two (2) weeks of receipt of a written notice from the Board or the Manager requesting the removal of such pet, permanently remove such pet from the property. No breeding of pets for sale shall be carried on, in or about any unit.

3.3.1 Rights of Entry to the Unit. The Corporation or any insurer of the property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any unit or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the property.

3.3.2 In the case of an emergency, one or more representatives of the Corporation may enter any unit or exclusive-use area, without prior notice to any owner or occupant, in order to try to prevent harm to persons or property, or to try to prevent or deal with a violation of the Act, Declaration, By-laws or Rules, or to otherwise fulfill the objects and duties of the corporation. The Corporation (exercising reasonable discretion) shall decide whether an emergency exists. **[Revised – 2019]**

3.3.3 If an owner shall not be personally present to grant entry to his unit, the Corporation or its agents may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care.

3.3.4 The Corporation shall retain a key to all locks to each unit. No owner shall change any lock or place any additional locks on the doors to any unit or in the unit or to any part of the

common elements of which such owner has the exclusive use without immediately providing to the Corporation a key for each new or changed lock.

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

Requirements for Leasing

3.4.1 No owner shall lease his unit unless he causes the tenant to deliver to the Corporation an agreement signed by the tenant, to the following effect:

“I, _____, covenant and agree that I, the members of my household and my guests from time to time, will, in using the unit rented by me and the common elements, comply with The Condominium Act, the Declaration and the By-laws, and all rules and regulations of the Condominium Corporation during the term of my tenancy.”;

3.4.2 No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the owner is in default of payment of common expenses, in which case the tenant shall deduct, from the rent payable to the owner, the owner’s share of the common expenses, and shall pay the same to the Corporation.

3.4.3 Any owner leasing his unit shall not be relieved hereby from any of his obligations with respect to the unit, which shall be joint and several with his tenant.

ARTICLE IV.

COMMON ELEMENTS

4.1 Use of Common Elements. Subject to the provisions of the Act, the Declaration, the by-laws and the rules, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.

4.2 **[Deleted – 2019]**

4.3 Parking. Subject to compliance with the Act, the Declaration, By-laws and Rules passed pursuant to the Act, each owner of a unit shall have the exclusive use of those parking spaces, being part of the common elements as set out in Schedule “F” attached hereto. No unit owner or his tenant, or member of either of their households shall park upon any of the parking areas designated by the Board from time to time as visitors’ parking. Visitors’ parking shall be designated by the Board and may be redesignated from time to time.

4.4 Locker Space. Each unit owner shall be allocated one (1) locker as may from time to time be designated by the Board by By-law.

4.5 Exclusive Use of Parts of Common Elements. Subject to the compliance with the Act, the Declaration, By-laws and the rules passed pursuant to the Act, the owner of certain units shall have the exclusive use of those parts of the common elements as set out in Schedule “F” attached hereto.

4.6 Restrictive Access. Without the consent in writing of the Board, no Owner shall have any right of access to those parts of the common elements used from time to time as utilities areas, building maintenance storage areas, manager’s offices, operating machinery, or any other part of the common elements used for the care, maintenance or operation of the property.
[Revised – 2019]

Additions, Alterations and Improvements.

4.7.1 **[Deleted – 2019]**

4.7.2 No alteration, work, repairs, decoration, painting, maintenance, structure, fence, screen, hedge or erection of any kind whatsoever (the “work”) shall be performed, done, erected or planted within or in relation to the common elements (including any part thereof over which any owner has the exclusive use) except by the Corporation or with its prior written consent or as permitted by the by-laws or rules.

4.7.3 The Corporation shall have access at all reasonable times to any part of the common elements over which any owner has the exclusive use in order to do the work.

4.8 Pets. No animal, livestock or fowl other than a pet shall be kept on the common elements, including those parts thereof of which any owner has the exclusive use. When on the common elements, all pets must be under leash. No pet that is deemed by the Board or Manager it is absolute discretion to be a nuisance shall be kept by any owner upon the common elements. Such owner shall, within two (2) weeks of receipt of a written notice from the Board or Manager requesting removal of such pet, permanently remove such pet from the property.

ARTICLE V.

MAINTENANCE AND REPAIRS

5.1 Each owner shall maintain his unit and, subject to the provisions of the Declaration and Section 42 of the Act, each owner shall repair his unit after damage, all at his own expense. Each owner shall be responsible for damage to any other unit or to the common elements which is caused by the failure of the owner to so maintain and repair his unit.

5.2 **[Deleted – 2019]**

5.3 The Corporation shall repair and maintain the common elements and shall repair and maintain all doors which provide the means of ingress to and egress from a unit, and to all windows, save and except for maintenance of interior surfaces of windows and doors providing

ingress to and egress from a unit, all at its own expense, whether such doors and windows are part of a unit or are part of the common elements.

5.4 The Corporation shall attend to regular cleaning of the fireplace flues. **[Added – 2019]**

ARTICLE VI.
[Deleted – 2019]

ARTICLE VII.
[Deleted – 2019]

ARTICLE VIII.
[Deleted – 2019]

ARTICLE VIII.1

[Added – 2019]

INDEMNIFICATION

Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury, claim or liability whatsoever which the Corporation may suffer or incur (including any and all related legal costs incurred by the Corporation) resulting from or caused by a breach of the Act, or the Corporation’s Declaration, By-Laws or Rules (as amended from time to time), or by any other act or omission, of such Owner, his/her family, guests, servants, agents or occupants of his/her unit. All such amounts owing to the Corporation by an Owner shall be added to the common expenses attributable to the Owner’s unit and shall be recoverable as such.

However, this duty to indemnify does not apply to any damage (to the common elements or standard units) that is covered by the Corporation’s property insurance or that is due to the corporation’s negligence.

ARTICLE VIII.2

[Added – 2019]

**RESPONSIBILITY FOR DEDUCTIBLE ON CORPORATION’S PROPERTY
INSURANCE POLICY**

- (a) This amendment to the Declaration is passed in accordance with Section 105 of the Act, as amended.
- (b) For these purposes, a “deductible” means any loss or portion of a loss that would otherwise be covered by the Corporation’s property insurance but is excluded from the Corporation’s coverage because it falls within a deductible on the Corporation’s policy.

- (c) Any deductible relating to damage to a unit (whether or not there has been an act or omission by the Owner or by an occupant of the unit) shall be the responsibility of the Owner of the unit and shall be added to the common expenses payable for the Owner's unit, provided the source of the damage is also within that unit. Any other deductible shall be the responsibility of the Corporation.
- (d) Notwithstanding the foregoing,
 - (i) each unit Owner shall indemnify and save harmless the Corporation and all other Owners from any deductible related to damage resulting from an act or omission of the Owner, or his or her guests, agents, or occupants of the unit. (Accordingly, if any such damage is caused to any part of the property, any related deductible shall be added to the common expenses payable for the owner's unit, in accordance with this Article.)
 - (ii) the Corporation shall indemnify and save harmless each unit Owner from any deductible resulting from an act or omission of the Corporation or its directors, officers, agents, or employees.
- (e) Any amounts owing to the Corporation by an Owner under this Article shall be added to the common expenses payable by such Owner and shall be collectible as such, including by way of condominium lien against the Owner's unit.

ARTICLE IX.

MISCELLANEOUS

Units Subject to Declaration, By-laws, Common Element Rules and Rules and Regulations.

9.1.1 All present and future owners, tenants and residents of units, their families, guests, invitees or licensees shall be subject to and shall comply with the provisions of this Declaration, the by-laws, and any other rules and regulations of the Corporation.

9.1.2 The acceptance of a deed or transfer, 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 and ratified 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 deed or transfer or lease or occupancy agreement.

9.2 Invalidity. Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event all the other provisions of this

Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

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

9.4 Conflict. In 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. The invalidity of any part of this Declaration does not affect the validity of the remainder.

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

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

DATED at Ottawa this 8th day of March, 1985.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hand of its proper officer duly authorized on its behalf.

MELGRO DEVELOPMENT LTD.

PER: signed and sealed
 Authorized Signing Officer

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Ottawa, in the Regional Municipality of Ottawa-Carleton (formerly in the City of Ottawa, in the County of Carleton), being composed of part of Lot 53, (north of Wilbrod Street) and part of Lot 53 (south of Stewart Street), both according to Plan 6 registered in the Land Registry Office for the Land Registry Division of Ottawa-Carleton and that part of Lot C in Concession D, Rideau Front of the Geographic Township of Nepean, in the County of Carleton, designated as Parts 1, 2, 3 and 4 on Reference Plan 4R-4322, deposited in the Land Registry Division for the Land Titles Division of Ottawa-Carleton at Ottawa.

SUBJECT TO a right-of-way described in Instrument No. NS 203404 (see L.T. 346525) in favour of Michelle Falardeau Ramsay over those parts of said Lot 53, (south of Stewart Street) according to Plan 6 and said Lot C, Concession D, Rideau Front, designated as Parts 2 and 3 on said Plan 4R-4322;

AND SUBJECT TO a right-of-way described in Instrument No. NS 203417 (see L.T. 346526) in favour of Antoine D'Iorio over those parts of said Lot 53, (south of Stewart Street) according to Plan 6 and said Lot C, Concession D, Rideau Front, designated as Parts 2 and 3 on said Plan 4R-4322;

AND SUBJECT TO a right-of-way described in Instrument No. NS 204299 (see L.T. 346527) in favour of Hazem Ghonima and Carmen Ghonima over those parts of said Lot 53, (south of Stewart Street) according to Plan 6 and said Lot C, Concession D, Rideau Front, designated as Parts 2 and 3 on said Plan 4R-4322;

AND SUBJECT TO a right-of-way described in Instrument No. NS 204608 (see L.T. 346528) in favour of Robert C. Montreuil and Michell Montreuil over those parts of said Lot 53, (south of Stewart Street) according to Plan 6 and said Lot C, Concession D, Rideau Front, designated as Parts 2 and 3 on said Plan 4R-4322;

AND SUBJECT TO a right-of-way described in Instrument No. NS 205223 (see L.T. 346529) in favour of Edith Ann O'Connor over those parts of said Lot 53, (south of Stewart Street) according to Plan 6 and said Lot C, Concession D, Rideau Front, designated as Parts 2 and 3 on said Plan 4R-4322;

AND SUBJECT TO a right-of-way described in Instrument No. NS 205355 (see L.T. 346530) in favour of Dean Jack Eyre and Patricia Naomi Eyre over those parts of said Lot 53, (south of Stewart Street) according to Plan 6 and said Lot C, Concession D, Rideau Front, designated as Parts 2 and 3 on said Plan 4R-4322;

AND SUBJECT TO a right-of-way described in instrument No. NS 208284 (see L.T. 346531) in favour of Geoffrey N. Tse and Agatha Y. Tse over those parts of said Lot 53, (south of Stewart Street) according to Plan 6 and said Lot C, Concession D, Rideau Front, designated as Parts 2 and 3 on said Plan 4R-4322;

AND SUBJECT TO a right-of-way described in Instrument No. NS 209132 (see L.T. 346532) in favour of Camilo Dagum and Estela M. Dagum over those parts of said Lot 53, (south of Stewart

Street) according to Plan 6 and said Lot C, Concession D, Rideau Front, designated as Parts 2 and 3 on said Plan 4R-4322;

AND SUBJECT TO an easement described in Instrument No. 366909 in favour of The Corporation of the City of Ottawa over those parts of said Lot C, Concession D, Rideau Front, designated as Parts 3 and 4 on said Plan 4R-4322;

BEING the whole of Parcel 53-1, Section 6.

SCHEDULE "B"

CONSENT OF MORTGAGEE

The National Victoria and Grey Trust Company, having a registered mortgage within the meaning of Clause 3(1)(b) of The Condominium Act registered as number 348855 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) at Ottawa, hereby consents to the registration of this Declaration pursuant to The Condominium Act against the land or interest appurtenant to the land described in the description.

DATED at Toronto this 17th day of January, 1985

THE NATIONAL VICTORIA AND GREY
TRUST COMPANY

PER: signed and sealed
 DYSON SARGEANT, SUPERVISOR

PER: signed and sealed

[Handwritten]

THAT THE CHARGE NO. 348855 IS VESTED IN THE NATIONAL VICTORIA AND GREY TRUST COMPANY BY VIRTUE OF AN AMALGAMATION AGREEMENT DATED JULY 11, 1984, EFFECTIVE AUGUST 31, 1984 MADE BETWEEN VICTORIA AND GREY TRUST COMPANY AND NATIONAL TRUST COMPANY AND THAT A COPY OF ODER-IN-COUNCIL NO. 2289/84 DATED AUGUST 27, 1984 EFFECTIVE AUGUST 31, 1984 AND A CERTIFICATE OF REGISTER UNDER THE LOAN AND TRUST CORPORATIONS ACT WERE REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF OTTAWA-CARLETON AS:

#384445 - OCTOBER 5/84

#384446 - OCTOBER 2/84

LAND TITLES ACT
AFFIDAVIT OF SUBSCRIBING WITNESS

I, Almes D. Mapara
of the City of Scarborough
in the Municipality of Metropolitan Toronto
make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed at Toronto by Brian H.J. Chatterton and Michael J. Dofort as attorneys for the Royal Bank of Canada.

I verily believe that the persons whose signatures I witnessed were authorized to execute the instrument as attorneys for the Royal Bank of Canada.

I know the said persons and they are, and at the time of the execution of the instrument they were, a Manager, Commercial Lending and Assistant Manager, Commercial Lending respectively, of The Royal Bank of Canada.

I am an employee of The Royal Bank of Canada and as such have personal knowledge of the mailers deposed to herein.

SWORN BEFORE ME at the)
City of Toronto in the)
Municipality of Metropolitan)
Toronto this 20th day)
of December 1984.)*sworn*.....

A Commissioner, etc. for taking affidavits

AN AFFIDAVIT AS TO POWER OF ATTORNEY

I, Michael J. Dofort
of the City of Toronto
in the Regional Municipality of Metropolitan Toronto
make oath and say:

1. I am one of the attorneys for the Royal Bank of Canada under Power of Attorney registered as No. 269408 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4).
2. The Power of Attorney is in full force and effect and has not been revoked.

SWORN BEFORE ME at the)
City of Toronto in the)
Municipality of Metropolitan)
Toronto this 20th day)
of December, 1984.)*sworn*.....

A Commissioner, etc. for taking affidavits

SCHEDULE "C"

BOUNDARIES OF UNITS AND MONUMENTS

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

1. Horizontal Boundaries of the units are:
 - a) The upper limit is the lower face of the concrete ceiling slab above each unit;
 - b) The lower limit is the upper surface of the concrete floor slab beneath each unit;
 - c) In units with projecting windows that do not extend to the floor slab of the unit, the lower limit shall be the upper surface of the unfinished frame window base;
 - d) In the vicinity of skylight windows on level 4 the lower surface of the skylight window;
2. Vertical Boundaries of the units 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 a unit, the backside face of the drywall surrounding each column;
 - c) In the vicinity of pipe or duct chases all of which shall not form part of a unit, the backside or non-unit side of the drywall enclosing such chase;
 - d) In the vicinity of windows and exterior doors, the unfinished interior surface of the window and door frames, the unfinished interior surfaces to the exterior doors in closed position and inner surface of windows.
 - e) In the vicinity of skylight windows on level 4 the interior surface of the plywood trim.
3. Notwithstanding paragraphs 1 and 2, no unit includes those pipes, wires, cables, conduits, ducts, flues and shafts passing through the units described above to service another unit or units or the common elements. The unit shall include those pipes, wires, cables, conduits, ducts, flues, circuit breakers, and shafts which are appurtenant only to each particular unit and only to the extent that they lie within the unit boundaries as described above.

November 21st, 1984
Nepean, Ontario

signed George D. Annis
Ontario Land Surveyor

SCHEDULE "D"

PERCENTAGE INTEREST IN COMMON ELEMENTS
PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
MONTHLY CONDOMINIUM FEE

<u>UNIT</u>	<u>LEVEL</u>	<u>% INTEREST</u>	<u>% CONTRIBUTION</u>
1	D	4.283800%	5.88235%
2	D	3.882200%	5.88235%
3	D	4.283800%	5.88235%
1	C	6.693430%	5.88235%
2	C	6.693430%	5.88235%
1	B	6.291830%	5.88235%
2	B	5.622480%	5.88235%
1	A	6.532800%	5.88235%
2	A	5.622480%	5.88235%
1	1	4.953150%	5.88235%
2	1	5.087010%	5.88235%
1	2	6.532800%	5.88235%
2	2	6.024100%	5.88236%
1	3	6.666670%	5.88236%
2	3	6.158000%	5.88236%
1	4	7.336010%	5.88236%
2	4	7.336010%	5.88236%

SCHEDULE "E"

COMMON EXPENSES

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

- (a) All expenses of the Corporation incurred by it or the Board in the performance of the objects and duties of the Corporation whether such objects or duties are imposed under the provisions of the Act or of this Declaration or performed pursuant to any by-law of the Corporation;
- (b) All sums of money levied or charged to the Corporation on account of any and all public and private suppliers of insurance coverage, taxes, utilities and services including, without limiting the generality of the foregoing, levies or charges for:
 - garbage collection;
 - insurance premiums;
 - water and sewage, unless separately metered for each unit;
 - electricity, unless separately metered for each unit;
 - fuel, including gas, oil, electricity and coal, unless separately metered for each unit;
 - maintenance materials, tools and supplies;
 - snow removal and landscaping;
 - realty taxes (including local improvement charges) levied against the entire property until such time as such realty taxes are levied against each unit;
- (c) Remuneration payable by the Corporation to any employees deemed necessary for the proper operation and maintenance of the property;
- (d) The cost of maintaining fidelity bonds as provided in the by-laws;
- (e) All sums of money paid or payable by the Corporation to or for the benefit of any and all persons, firms or corporations engaged or retained by the Corporation, the Board, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation, including without limitation legal, engineering, accounting, expert appraisal, advisory, maintenance, managerial and secretarial services;
- (f) The cost of furnishings and equipment for use in and about the common elements including the repair, maintenance, operation or replacement thereof;
- (g) All sums of money payable by the Corporation in relation to any approved changes to the common elements or assets; **[Revised – 2019]**
- (h) The cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;
- (i) The cost of insurance appraisals;
- (j) The fees of an Insurance Trustee, if any; **[Revised – 2019]**
- (k) The cost of maintaining a security surveillance system for the Common Elements which are not subject to the exclusive use of any owner.

SCHEDULE "F"

[Revised – 2019]

EXCLUSIVE USE OF PARTS OF COMMON ELEMENTS

Subject to the provisions of the Act, this Declaration, the By-laws and the Rules, the owner of certain units shall have the exclusive use of those parts of the common elements set out hereunder, subject, however, to the right of entry thereon by the Corporation or its designee for the purposes of fulfilling the objects and duties of the Corporation.

- (a) Any balcony to which their unit provides sole and direct access as illustrated on Part 1 of the Description filed concurrently herewith.

- (b) Other Exclusive use portions of common elements:

<u>UNIT</u>	<u>LEVEL</u>	<u>PARKING SPACE</u>
		<u>On Level A</u>
1	D	P – 5
2	D	P – 8
3	D	P – 1
1	C	P – 4
2	C	P – 2
1	B	P – 6
2	B	P – 10
1	A	P – 14
2	A	P – 11
1	1	P – 17
2	1	P – 3
1	2	P – 13
2	2	P – 7
1	3	P – 15
2	3	P – 9
1	4	P – 16
2	4	P – 12

Instrument No. 403314

*Stamped as Registered
March 19, 1985 at 2:24 p.m.*

DATED: March 8th, 1985

MELGRO BUILDING CORPORATION

DECLARATION

C.C.P. 279

GOLDBERT, SHINDER, GARDNER
KRONICK & TAVEL
Barristers and Solicitors
307 Gilmour Street
Ottawa, Ontario
K2P 0P7

SBS/1h/35275