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LAND REGISTRAR

DECLARATION

CONDOMINIUM ACT, 1998

Ottawa-Carleton STANDARD **CONDOMINIUM PLAN NO.** 1009

NEW PROPERTY IDENTIFIER'S BLOCK 16009

RECENTLY : 04094-0322

DECLARANT : 12 STIRLING INC.

SOLICITOR : Soloway Wright

ADDRESS: 700-427 Laurier Ave West
OTTAWA, ONT. K1R 7Y2

PHONE: 613-236-0111 **FAX:** 613-238-8507

No. OF UNITS 22

FEES : $73.90 **($5.00 x (number of unit) =** 183.90

DECLARATION
MADE PURSUANT TO THE CONDOMINIUM ACT, 1998

THIS DECLARATION (hereinafter called the "**Declaration**") is made and executed pursuant to the provisions of the Condominium Act,1998, as amended, and the regulations made thereunder (all of which are hereinafter referred to as the "**Act**") by:

12 Stirling Inc.
a company incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Declarant**").

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the City of Ottawa and being more particularly described in Schedule "A" and in the description submitted herewith by the Declarant for registration in accordance with section 7 of the Act (the "**Property**");

AND WHEREAS the Declarant has constructed on the Property a development containing Nine (9) Dwelling Units, and Thirteen (13) Parking Units which the Declarant intends to be governed by the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

1. **INTRODUCTORY**

1.1 Interpretation. Unless the context otherwise requires the terms used herein shall have ascribed to them the meaning contained in the Act. The following terms shall have the following meanings:

(a) "**Board**" shall mean the board of directors of the condominium corporation;

(b) "**Corporation**" shall mean the condominium corporation created upon the registration of the Declaration and of the description under the Act;

(c) "**Dwelling Unit**" means a Unit intended for residential occupation;

(d) "**Parking Unit**" means a Unit intended for the parking of motor vehicles;

(e) "**Unit**" means a part or parts of the land included in the description and designated as a Unit by the description, and comprises the space enclosed by its boundaries and all the material parts of the land within this space in accordance with this Declaration and the description and includes Dwelling Units and Parking Units.

1.2 Statement of Intention. The Declarant intends that the lands and interest appurtenant to the land described in the description and Schedule A of the Declaration be governed by the Act. The registration of this Declaration and the description will create a freehold standard condominium corporation as defined in the Act.

1.3 Consent of Encumbrancers. The consent of all persons having registered encumbrances against the Property or interest appurtenant to the Property 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 the boundaries of the Units in Schedule C attached hereto. Notwithstanding anything contained herein to the contrary, the Units do not include any pipes, wires, ducts or equipment relating to the provision of services to more than one Unit.

1.5 Common Interests 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 Schedules D attached hereto.

1.6 Address for Service. The Corporation's address for service and mailing address shall be:

12 Stirling Inc.
Ottawa, ON K1Y 1P8

or such other address as the Corporation may determine in accordance with the provisions of the Act.

2. COMMON EXPENSES

2.1 Payment of Common Expenses. Each owner, including the Declarant, shall pay to the Corporation a 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. Common expenses shall include, but shall not be limited to, the expenses listed in Schedule E attached hereto.

2.2 Metering of Utilities.

(a) Hydro and gas consumption will be separately metered by the utility company to each Dwelling Unit and, therefore, will not be a common expense. Electricity and gas (if applicable) supplied to the common elements will be separately metered by the utility company and will be a common expense. Water supplied to the Dwelling Units for domestic use shall be bulk metered by the City of Ottawa to the building and shall be sub-metered with respect to usage by the common elements of the condominium and to individual Dwelling Units. Each Dwelling Unit owner shall pay to the Corporation his or her share of domestic water use. The share payable by each Dwelling Unit owner on account of such charges shall be based on the consumption for his or her unit, as recorded by the water sub-meter or remote reader, if applicable.

(b) The Corporation shall contract with a sub-metering company to read the above noted sub-meters and issue the bills to each Dwelling Unit. Dwelling unit owners shall be responsible for their water invoices including an administrative cost payable to the sub-metering company in accordance with the applicable rates. The sub-metering company shall be authorized to enter into any part of the Condominium building for the purpose of reading, inspecting, and repairing the sub-meters in accordance with the terms of access as detailed in the agreement to be entered into between the sub-metering company and the Corporation.

(c) Any amount owing by any Dwelling Unit owner for water consumption shall be payable within thirty (30) days following delivery of the invoice. Any invoice for water consumption which is not paid when due, including any costs relating to the collection or attempted collection of any such amount, shall be added to the common expenses of the Dwelling Unit and shall be collectible from the Dwelling Unit owner in the same manner as common expenses. Such amounts shall bear interest at the same rate as is currently applicable, in the Corporation's by-laws to arrears of common expense contributions payable by a Dwelling Unit owner to the Corporation.

3. COMMON ELEMENTS

3.1 Use of Common Elements. Subject to the provisions of the Act, this Declaration and the By-laws, and any Rules passed pursuant thereto, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.

3.2 Exclusive Use Areas.

Those areas of the common elements over which certain owners have exclusive use are set out in Schedule "F" attached hereto. Notwithstanding that the terraces on Level 3 are exclusive use areas, the Corporation shall be entitled to access the terraces to attach the window cleaning equipment to the roof anchors located thereon, and for any other required maintenance, repair and replacement of the roof, the adjoining rooftop and the terraces.

3.3 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 utility areas or for operating machinery, or any other parts of the common elements used for the care, maintenance or operation of the Property.

3.4 Substantial Change to Property.

(a) The Corporation may, by vote of owners who own sixty-six and two thirds percent (66 2/3%) of the Units, make any substantial addition, alteration or improvement to or renovation of the common elements or make any substantial change in the assets of the Corporation in accordance with the applicable provincial and municipal legislation and other governing By-laws and rules.

(b) The provisions of the Act govern all other alterations, additions and improvements to or renovation of the common elements or change in the assets of the Corporation.

(c) The provisions of the Act govern the determination as to whether any addition, alteration or improvement to, or renovation of the common elements, or any change in the assets of the Corporation is substantial.

4. **UNITS**

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

(a) The Dwelling Units shall be occupied and used for single family residential purposes as defined in and in conformity with the zoning and property standards by-laws of the City of Ottawa.

(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 referred to in this Declaration. Should the occupation or use of a Unit result in an increase of premium payable by the Corporation for any policy or policies of insurance, then the owner of such Unit shall be liable to the Corporation for the increased premium payable which shall be charged back to the owner as additional contributions towards common expenses and shall be recoverable as such or recoverable by any other procedure the Corporation elects.

(c) The owner of each Unit shall comply and shall require all residents, occupants and visitors to his or her Unit to comply with the Act, this Declaration, and the By-laws, and the Rules passed pursuant thereto and shall deliver to any tenant a copy of same at the time the lease of the Unit is executed and/or the terms agreed.

(d) No owner of a Unit shall lease the Unit unless an agreement is executed by the tenant and delivered to the Corporation to the following effect:

> I, covenant and agree that I, the members of my household, 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, the Declaration, the By-laws, and all rules of the condominium Corporation, during the term of my tenancy.

(e) Any owner who enters into a lease of a Unit shall deliver to the Corporation, within thirty (30) days of entering into the lease or a renewal of lease, a copy of the lease or renewal or a summary of same on the form required by the Act, the name of the tenant and the address of the owner. Upon the lease being terminated, the owner shall inform the Corporation that the Unit is no longer leased.

(f) 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.

(g) Any owners leasing their Unit shall not be relieved from any of their obligations with respect to the Unit which shall be joint and several with their tenant.

(h) Save and except for interior decorating and minor alterations of a cosmetic nature, no owner shall make any change or alteration to the Unit, including any alteration of load bearing walls or walls containing service conduits which service other Units, or modify any fire separations, stop or resistant materials, or party walls and slab assemblies, without the written consent of the Board. Notwithstanding the foregoing, no owner shall alter the interior design or colour of any part of a Dwelling Unit where such change, alteration or decoration is normally visible from the exterior thereof.

(i) Subject to the provisions relating to the exclusive use rooftop terraces in paragraph (j) below, no owner shall make any change to an installation upon the common elements, or maintain, decorate, alter, repair or landscape any part of the common elements or the owner's exclusive use common elements, without the prior written consent of the Board and the entering into of an agreement with the Corporation if required under the Act, except for maintenance of those parts of the common elements which the owner has the duty to maintain.

(j) The owners of Dwelling Units 1, 2 and 3 on Level 3 shall have the exclusive use of the terrace area located on Level 3 and situated directly adjacent to such Dwelling Unit and to which such Dwelling Unit has sole access (individually a "Terrace" and collectively the "Terraces") and the

owners shall have the following rights, obligations and restrictions, as applicable to the exclusive use Terrace:

(i) To improve and use the Terrace in accordance with the Ontario Building Code and with the following additional restrictions and covenants:

(A) All Dwelling Unit owners on Level 3 shall access their Terrace directly and privately from the stairs located within the Dwelling Unit;

(B) Owners shall be required to submit their plans to the Declarant for approval prior to installing any furnishings or improvements, including the installation of a hot tub, on the Terrace. If a turnover meeting has occurred, then the plans must be submitted to the Board, and the Board shall be responsible to review the design and approve the plans in accordance with the by-laws of the Corporation, acting reasonably.

(ii) To tie into hot and cold water, storm sewer, and gas utilities servicing the Dwelling Unit, with the agreement of the Declarant or the Board, provided that sub-meters are installed to monitor water and/or gas used by each Dwelling Unit owner in relation to, but not limited to, landscaping features, gas barbecue and a hot tub (if applicable) installed on the Terrace. Each Dwelling Unit owner shall pay to the Corporation his or her share of domestic water use (for the Delling Unit and the Terrace) based on consumption recorded by the water sub-meter.

(iii) An electrical feed to the exclusive use Terrace will be fed from the Dwelling Unit's distribution meter. The Dwelling Unit owner is responsible to pay for the use of electricity within the Dwelling Unit and the Terrace.

(iv) Any other utilities, such as communications, can be accessed provided that suitable arrangements are made with the Corporation in respect of the cost of same.

(v) To design, build, and maintain, in compliance with all applicable building codes, hard and soft landscaping features within the Terraces, including but not limited to a hot tub, decks, planters, shade structures, barbecues and kitchenette facilities provided that:

(A) All features are capable of being temporarily removed at least once during each life cycle of the roofing membrane to allow for its inspection and replacement;

(B) No part of the improvements shall obstruct the access to the roof anchors or roof drains for regular inspection, maintenance and use;

(C) The improvements shall be constructed from durable materials in a workmanlike manner and maintained in a way that will resist all of the loads that can reasonably be anticipated or the Dwelling Unit owners shall have the improvements designed by a structural engineers, licensed in the Province of Ontario;

(D) To the extent that the hot tub or any portion of landscaping is adjacent to the rooftop, the design must take into account the effects of the drip line, and include proper measures to protect persons and property from damage from water or ice shedding from the roof;

(E) Consent from the Declarant is required for any improvements that may alter the outward appearance of the building (i.e. improvements which extend above the top of the roof parapet). If a turnover meeting has occurred, then the Board shall be responsible to review the design and provide the necessary approval in accordance with the by-laws of the Corporation, acting reasonably. Once written permission for improvements has been provided to the Dwelling Unit owner, the Dwelling Unit owner has the right to construct and maintain those improvements, including the right to re-install similar improvements or the existing improvements (after a re-roofing, or upon normal wear and tear), provided that the improvements are maintained in accordance with all applicable codes;

(F) All users of the Terraces must obey all of the cautionary signage, and cannot venture off of or away from the Terraces on Level 3 to any other parts of the roof. If a Dwelling Unit owner having the use of an exclusive use Terrace on

Level 3 accesses any part of the roof beyond the boundaries of the Terrace and such access results in damage to the roof membrane or roof structure, such Dwelling Unit owner shall be responsible for costs associated to repair the roof of the building resulting from his or her unauthorized access. Such costs shall be limited to the equivalent of the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy which shall be added to the common expenses payable in respect of such owner's Dwelling Unit;

(G) No person under the age of sixteen is permitted to be left alone or unsupervised by an adult responsible for the safety of the minor. All persons shall abide by all restrictions relating to the use of the Terraces;

(H) No garbage or food is to be left unattended in such a way as to attract birds, insects, or cause a hazard;

(I) No lighting is to be left on when the Terrace area is unoccupied. No lighting should be directed so as to unnecessarily reflect off the building or be directed over the roof parapet or towards other Dwelling Units in the Condominium unless approved otherwise by the Declarant or the Board in writing;

(vi) The Corporation is not responsible for any maintenance, repair or replacement of improvements to Dwelling Units or the Terrace under any circumstance.

(vii) The Dwelling Unit owner shall be responsible for all repairs to the common elements caused directly or indirectly by the improvements installed by the Dwelling Unit owner on the Terrace, and specifically agrees to indemnify the Corporation in respect of any damage to the common elements.

(viii) Neither the Corporation nor the Declarant shall be liable or responsible in any way to the Dwelling Unit owner (or tenant or occupant of the Dwelling Unit) for:

(A) any injury, loss or damage to the improvements caused by other Dwelling Unit owners (or their tenants or occupants); or

(B) any injury to a Dwelling Unit owner or any loss or damage to the improvements by reason of the Corporation or its representatives accessing the roof area to undertake any work thereon, or to exercise any of the Corporation's rights or remedies under the Declaration, or to fulfill any of the Corporation's obligations under the Declaration, or in the case of emergency.

All property kept or stored on the Terrace shall be so kept or stored at the risk of the Dwelling Unit owner only, and the Dwelling Unit owner shall promptly indemnify and hold harmless the Corporation and the Declarant from and against any and all claims arising out of any loss of or damage to the improvements, including loss of use thereof.

(k) 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 proposed or existing Units of the Property or other similar proposed or existing Units belonging to the Declarant not located on the Property, upon the common elements and within or outside any unsold Units on the 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 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.

(l) The Declarant, its sales personnel, agents, invitees and tenants are entitled to use the common elements for access to and egress from the Units including 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 may park upon any unsold Parking Units on the Property, until such time as all of the Units of the Property are sold and conveyed. The Declarant is entitled to use any unoccupied Unit for purposes incidental to the sale, conveyance, rental or construction of the Units of the Property or of any other similar projects of the Declarant.

(m) 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(s) 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. It is the intent of this sub-paragraph 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 paragraph 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 designated by the Declarant as above provided) shall at all times act fairly and reasonably in its exercise of the rights reserved by this subsection

4.2 Parking Units

(a) Each Parking Unit shall be used only for the parking of one (1) operable passenger motor vehicle unless such Parking Unit is a tandem Parking Unit (being Units 10 – 13, Level A) which may be used for the parking of two (2) operable passenger motor vehicles. The term "passenger motor vehicle" shall be defined from time to time in the rules of the Corporation.

(b) The Board may, from time to time, make and pass such rules regarding the use and occupation of Parking Units.

(c) No Parking Unit may be leased or licensed, either in writing or otherwise, except to an 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. 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, or to the Declarant.

(d) The Declarant may retain ownership of any Parking Units not sold to Purchasers of Dwelling Units and may dispose of its interest in any Parking Units retained by it in accordance with the terms of this Declaration, including designating any Parking Units for alternate uses, provided that any such variation in use is in accordance with the requirements and by-laws of the City of Ottawa, or transferring such Parking Units to the Corporation with or without consideration.

4.3 Storage Lockers

(a) Storage lockers shall be used for the sole purpose of storage of personal belongings.

(b) No storage lockers may be leased or licensed, either in writing or otherwise, except to an 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 storage locker to a tenant or licensee of a Dwelling Unit shall not extend beyond the term of the tenancy or license of such Dwelling Unit.

(c) The owners of storage lockers shall maintain such storage lockers in a clean condition.

(d) The Board may, from time to time, make and pass other rules regarding the use of storage lockers.

4.4 Rights of Entry.

(a) The Corporation, or any insurer of the 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 Property, or carrying out any duty imposed upon the Corporation. In addition, the Corporation, anyone authorized by the Board and the City of Ottawa officials shall have the right of full passage through those Units containing water meter for the purpose of reading the water meters contained therein or for completing any required maintenance or repair to the water meters.

(b) Within the door frames for Units 301 and 303 there is equipment for the controls for elevator cab 1 and 2 respectively, and as such, these areas are considered elevator machined space. The Corporation and/or government officials will require access for scheduled maintenance and repair and/or emergency access to the unit due to entrapment. The filler panel connected to the

unit swing door shall remain in place, and this suite entry door off the elevator cannot be locked at any time due to entrapment and/or first responder access.

(c) 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 any 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 service for the benefit of more than one Unit and/or the common elements. The Corporation or any one authorized by it may determine whether an emergency exists.

(d) If an owner is not personally present to grant entry to the Unit, the Corporation or its agents, may enter upon such Unit, provided that they, firstly, take reasonable steps to obtain permission from the owner or occupant of such Unit and, secondly, exercise courtesy and reasonable care in conducting the activity which requires their entry into such Unit.

(e) Owners of Dwelling Units located on Levels 3 are advised that the roof anchors are located on the exclusive use terraces adjoining these Dwelling Units. Therefore, access to the exclusive use roof terraces will be required periodically for the window cleaners and other maintenance trades.

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

5. MAINTENANCE AND REPAIRS

5.1 Repairs and Maintenance by Owner. Subject to the provisions of s. 123 of the Act, and this Declaration, owners shall maintain their Dwelling Units and repair or replace all components in their Dwelling Units upon failure after damage, from normal wear and tear and where such components are at the end of their life cycle, all at their own expense. In addition, in accordance with s. 89(2) of the Act, all owners shall repair all improvements made to their Dwelling Units. Repairs and maintenance of Dwelling Units shall be performed by 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. In addition owners shall:

(a) at all times maintain heat in their Dwelling Units at least 5 degrees Celsius above the freezing temperature of water;

(b) keep their Parking Unit clean and free of debris;

(c) be responsible for cleaning the balcony and/or terrace to which they have sole access, including terrace drains which are to be kept clean and clear of debris and the removal of snow and ice if required for safety reasons or as otherwise required under the rules;

(d) be responsible for the maintenance of the owner's portion of the privacy screen/planter box, jointly with the adjoining owner;

(e) adjoining owners are jointly responsible for the repair and replacement of the planter boxes; and

(f) maintain 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 screens whether such doors and windows are part of a Unit or part of the common elements.

Owners who fail to remove snow as required and in a prudent manner shall be responsible for any injury or damage resulting therefrom.

5.2 Repairs by Corporation Where Owner Defaults. The Corporation shall make any repairs that an owner is obligated to make and that the owner does not make within a reasonable time; and in such an event, an owner shall be deemed to have consented to having repairs done by the Corporation; and an owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such sums of money shall bear interest at the rate per annum which is the prime rate of the Bank of Canada plus five percent (5%) at the time the work is done. The Corporation may collect all such sums of money in such installments as the Board may decide upon, which installments shall be added to the monthly contributions towards the common expenses of such owner, after receipt of a notice from the

Corporation thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such or recoverable by any other procedure the Corporation elects.

5.3 Repairs and Maintenance by the Corporation.

(a) The Corporation shall maintain and repair the Parking Unit and the common elements at its own expense. In the event repairs are required to the traffic topping in the Parking Unit as a result of spills or leakages the costs of such repairs shall be charged back to the owner of the Parking Unit and shall be deemed to be additional contributions to the common expenses and recoverable from the owner as such. In the event that access is required through a Parking Unit in order to complete repairs to the common elements, the Parking Unit owner shall allow such access.

(b) The Corporation shall repair or replace the Units and any affected component after damage or failure provided that such damage or failure is as a result of an event or hazard (as such term is defined in the Corporation's insurance policy) for which the Corporation has obtained insurance against. This obligation to repair or replace a Unit or any affected components does not include the obligation to repair or replace a Unit/component after damage caused by the owner's negligence, after normal wear and tear or when a Unit/component is at the end of its expected life cycle. The Corporation is not responsible for any maintenance, repair or replacement of improvements to Units under any circumstance.

(c) The Corporation shall be responsible for common area maintenance, including any landscaped area and, for such purposes, the Corporation or its agent may enter without notice.

(d) The Corporation shall be responsible for snow removal on the common elements other than from the steps to the Level 1 Units and balcony and/or terrace, including the exclusive use rooftop terraces.

(e) The Corporation shall be responsible for the replacement of the balcony and/or terrace at the end of their life cycle.

5.4 Performance Audit. When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning the Professional Engineers Act R.S.O. 1990, as amended, or alternatively a certificate of practice within the meaning of the Architects Act R.S.O. 1990, as amended) to conduct a performance audit of the common elements on behalf of the Corporation in accordance with the provisions of section 44 of the Act and section 12 of O.Reg. 48/01 (hereinafter referred to as the "Performance Audit") at any time between the sixth month and the tenth month following the registration of this Declaration, then the Corporation shall have a duty to:

(a) permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) and consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "Performance Auditor") while same is being conducted, and to provide the Declarant with a least fifteen (15) days' written notice prior to the commencement of the Performance Audit; and

(b) permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so), for the purposes of facilitating and expediting the rectification and audit process (and bring all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the end of the eleventh month following the registration of this Declaration and the corresponding completion of the Performance Audit and the concomitant submission of the Performance Auditor's report to the Board.

6. **INSURANCE**

6.1 Insurance Maintained by the Corporation. The Corporation shall obtain and maintain to the extent obtainable, at reasonable cost, the following insurance, in one or more policies:

(a) Property and Boiler & Machinery Insurance. Insurance against damage by all risks (including fire and major perils as defined in the Act) and sudden and accidental breakdown of pressure machinery and electrical supply objects, computer, data processing and communications equipment, 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 owner's

interest in the Units and common elements, and in respect of the Unit owner's obligation to repair after damage to:

(i) the Property and Building, but excluding improvements made or acquired by an owner; and

(ii) all assets of the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the owners;

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

(b) Policy Provisions. The foregoing policies of insurance shall insure the interests of the Corporation and the owners from time to time, as their respective interests may appear (with all mortgagee endorsements subject to the provisions of the Act, this Declaration and any insurance trust agreement) and shall contain the following provisions:

(i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the owners, and the owners' respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused by any one of the above;

(ii) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the Corporation (and to the Insurance Trustee if one is in place);

(iii) waivers of the insurer's obligations to repair, rebuild or replace the damaged property in the event that after damage the government of the property is terminated pursuant to the Act;

(iv) a guaranteed amount endorsement or stated amount co-insurance clause; and

(v) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.

(c) General Liability Insurance. General liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the common elements insuring the liability of the Corporation and the owners from time to time, with limits to be determined by the Board, but not less than Ten Million ($10,000,000) Dollars per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the owners and any member of the household or guests of any owner or occupant of a Unit.

(d) Crime Insurance. Employee Dishonesty Insurance (Form A) with the definition of "employee" limited to non-compensated elected directors and officers of the Corporation, having limit sufficient to cover the exposure to loss, but in no event less than $250,000 and depositor's forgery insurance with limits sufficient to cover the exposure to loss, but in no event less than $250,000.

6.2 General Provisions.

(a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the Board may in writing, authorize any owner, in writing, to adjust any loss to his or her Unit.

(b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application

of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 6.2(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right.

(c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each owner and to each mortgagee noted on the register of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any owner or mortgagee on reasonable notice to the Corporation.

(d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the declaration under the Act.

(e) Where insurance proceeds are received by the Corporation or any person rather than the Insurance Trustee, they shall be held in trust and applied for the same purposes as are specified otherwise in Section 6.5 hereof.

(f) Prior to obtaining any new policy or policies of insurance and at such other time as they Board may deemed advisable and also upon the request of a mortgagee or mortgagees holding mortgages on fifty (50%) per cent or more of the Units' and in any event, at least every two (2) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement costs of the 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 expenses.

6.3 By the Owner.

(a) It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance must be obtained and maintained by each owner at such owner's own expense:

(i) Insurance on any additions, betterments or improvements to a Unit to the extent same are not covered as part of the standard Unit for the class of Unit to which the owner's Unit belongs by the insurance obtained and maintained by the Corporation and for furnishings, fixtures, equipment, inventory, decorating and personal property and chattels of the owner contained within the Unit and the personal property and chattels stored elsewhere on the property, including automobiles, and for loss or use and occupancy of the Unit in the event of damage. Every such policy of insurance shall contain waiver(s) of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants, employees and servants on site and against the other owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties;

(ii) General liability insurance covering any liability of any owner or any resident, tenant, invitee or licensee of such owner, to the extent not covered by any general liability and property damage insurance obtained and maintained by the Corporation;

(iii) Insurance covering the deductible on the Corporation's master insurance policy for which an owner may be responsible;

(iv) Additional living expenses incurred by an owner if forced to leave his or her residential Unit by one of the hazards protected against under the Corporation's policy; and

(v) Special assessments levied by the Corporation and contingent insurance coverage in the event the Corporation's insurance is inadequate.

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

procuring, effecting and maintaining insurance or with respect to amount, form, conditions or provisions of such insurance, and shall have the limits of at least $5,000,000.

6.5 Insurance Trustee and Proceeds of Insurance.

(a) Upon the occurrence of damage involving an insurance claim of at least fifteen percent (15%) of the replacement cost of the Property covered by the insurance policy, or such increased amount as the Board may determine, by resolution, (the "minimum limit"), the Corporation shall enter into an agreement with an insurance trustee which shall be a trust company registered under the *Loan and Trust Corporations Act,* or shall be a chartered bank, or a person or firm with appropriate credentials and experience in the settlement and allocation of proceeds of insurance in substantial insurance claims (the "Insurance Trustee"), which agreement shall, without limiting its generality, provide the following:

(i) the receipt by the Insurance Trustee of any proceeds of insurance in excess of the minimum limit covered by the insurance policy;

(ii) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act, this declaration, and any amendments thereto;

(iii) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement;

(iv) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it; and

(v) that if the Insurance Trustee shall resign, then the Insurance Trustee shall provide 30 days written notice of such intention to resign and the Insurance Trustee shall deliver all records, other documents and money that it holds for the Corporation to the Corporation or as it further directs.

(b) In the event that:

(i) the Corporation is obligated to repair or replace the common elements, any Unit, or any asset insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs;

(ii) there is no obligations by the Corporation to repair or replace, and if there is termination in accordance with the provisions of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the owners in the proportion of their respective interests in the common elements and shall pay such proceeds to the owners in such proportions upon registration of a notice of termination by the Corporation.

(iii) Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction or the amount due under a certificate of lien registered by the Corporation against such Unit, in accordance with the priorities thereof;

(iv) the Board, in accordance with the provisions of the Act, determines that:

(A) there has not been substantial damage to twenty-five (25%) percent of the Building; or

(B) there has been substantial damage to twenty-five (25%) percent of the Building and within sixty (60) days thereafter the owners who own eighty (80%) percent of the Units do not vote for termination,

the Insurance Trustee shall hold all proceeds for the Corporation and owners whose Units have been damaged as their respective interests may appear and shall disburse same in accordance with the provisions of this declaration and the insurance trust agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of this declaration and the Act.

7. **INDEMNIFICATION**

7.1 Indemnification. Each owner shall indemnify and save harmless the Corporation from and against any loss, cost, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such owner, the owner's family or any member thereof, any other resident or occupant of that Unit or any guests, invitees, licensees or agents of such owner or resident to or with respect to the owner's Unit, the common elements and/or all other Units, except for any loss, cost, damages, 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, nor shall the exception apply to the deductible portion of the insurance policy (it being the owner's responsibility to pay the deductible).

7.2 All payments pursuant to this clause are deemed to be additional contributions toward the common expenses and recoverable as such or by such other procedure the Corporation elects.

8. **JOINT USE AGREEMENT**

8.1 There is a Joint Use Agreement (the "**Agreement**") entered into between the Declarant, on behalf of the Corporation, and the Declarant as the owner of the adjacent lands, registered as Instrument No. OC1849951 on November 30, 2016 for purposes of (i) general ingress and egress to and from the condominium building and (ii) emergency ingress and egress to and from the condominium building by way of two (2) sets of metal stairs.

8.2 This Agreement provides for reciprocal rights of way and easements and defines the responsibilities for each party with respect to same as more particularly set out in the Agreement. The Corporation shall be bound by the terms and provisions contained in the Agreement and shall execute an assumption agreement with respect to same.

9. **GENERAL MATTERS AND ADMINISTRATION**

9.1 Units Subject to the Act, Declaration, By-laws, Rules. 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 of the Corporation.

9.2 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, 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.

9.3 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.

9.4 Waiver. The failure to take action to enforce any provision contained in the Act, this Declaration, the By-laws, or any other 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.

9.5 Notice. Except as hereinbefore set forth, any notice, direction or other instrument required or permitted may be given if served personally by delivering same to the party to be served, or to any officer of the party to be served, or may be given by ordinary mail, postage prepaid, addressed to the Corporation at its address for service herein, to each owner at his or her respective Unit or at such other address as is given by the owner to the Corporation for the purpose of notice, and to each mortgagee who has notified its interest to the Corporation at such address as is given by each mortgagee to the Corporation for the purpose of notice; and if mailed as aforesaid the same shall be deemed to have been received and to be effective on the third business day following the day on which it was mailed. Any owner or mortgagee may change its address for service by notice given to the Corporation in the manner aforesaid. In the alternative, either notice may be given by an electronic communication which results in a written or printed confirmation being given to either the owner or the Corporation and such electronic communication shall be deemed to have been given and received on the date and at the time of the transmission, or on the next business day if the electronic transmission occurs on a non-business day.

9.6 Interpretation. This Declaration shall be read with all changes of number and gender required by the context. 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 the City of Ottawa in the Province of Ontario, this 28th day of December, 2016.

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

12 Stirling Inc.

Per: _____
Name: Kenneth Hoppner
Title: Authorized Signing Officer

I have authority to bind the Corporation

SCHEDULE A

Part of PIN 04094-0322, Part of Lots 17, 18 and 19, Plan 43, designated as Part 1 on Plan 4R-29733, City of Ottawa

SUBJECT TO an easement in favour of Enbridge Gas Distribution Inc., as in OC1730604;

SUBJECT TO an easement in favour of Bell Canada, as in OC1829393;

SUBJECT TO an easement in favour of Rogers Communications Inc., as in OC1829397;

TOGETHER WITH a right of way over Part of PIN 04094-0322, Part of Lots 17 and 18, Plan 43 and Part of Lots 22 and 23, Plan 83, designated as Parts 3 and 4 on Plan 4R-29733 for ingress and egress to/from the building and emergency egress, in favour of Part of PIN 04094-0322, Part of Lots 17, 18 and 19, Plan 43, designated as Part 1 on Plan 4R-29733

TOGETHER WITH a temporary right of way over Part of PIN 04094-0322, Part of Lots 22 and 23, Plan 83, designated as Part 5 on Plan 4R-29733 for ingress and egress to/from the building and emergency egress, in favour of Part of PIN 04094-0322, Part of Lots 17, 18 and 19, Plan 43, designated as Part 1 on Plan 4R-29733

In my opinion, based on the Parcel Register and the Plans and documents recorded in them, the legal description is correct, the described easements will exist in law upon the registration of the Declaration and Description and the Declarant is the registered owner of the land and appurtenant interests.

Elizabeth A. Maiden, Solicitor

CONSENT (SCHEDULE B TO DECLARATION)
(UNDER CLAUSE 7(2)(B) OF THE *CONDOMINIUM Act, 1998*)

Condominium Act, 1998

1. We, The Bank of Nova Scotia, have a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act*, 1998, registered as Number OC1725708 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton No. 4.

2. We consent to the registration of this Declaration pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.

3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.

4. We are entitled by law to grant this consent and postponement.

DATED this 21 day of December, 2016.

THE BANK OF NOVA SCOTIA

Per: _____
Name: CHERYL PANGBORN
Title: Director and Group Lead
Real Estate Lending

Per: _____
Name:
Title:

I/We have the authority to bind the Bank

CONSENT (SCHEDULE B TO DECLARATION)
(UNDER CLAUSE 7(2)(B) OF THE *CONDOMINIUM Act, 1998*)

Condominium Act, 1998

1. We, Trisura Guarantee Insurance Company, have a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act*, 1998, registered as Number OC1728408 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton No. 4.

2. We consent to the registration of this Declaration pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.

3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.

4. We are entitled by law to grant this consent and postponement.

DATED this 19 day of December, 2016.

TRISURA GUARANTEE INSURANCE COMPANY

Per: _____
Name: Shannon Buckley
Title: Underwriter, Developer Surety

Per: _____
Name:
Title: Janet Mascitelli
Vice President, Surety

I/We have the authority to bind the Corporation

CONSENT (SCHEDULE B TO DECLARATION)
(UNDER CLAUSE 7(2)(B) OF THE *CONDOMINIUM Act, 1998*)

Condominium Act, 1998

1. We, 2385522 Ontario Limited, have a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act*, 1998, registered as Number OC1512876 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton No. 4.

2. We consent to the registration of this Declaration pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.

3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.

4. We are entitled by law to grant this consent and postponement.

DATED this 21 day of December, 2016.

2385522 ONTARIO LIMITED

Per: _____
Name: Kevin Cinq-Mars

I have the authority to bind the Corporation

SCHEDULE 'C'
BOUNDARIES of UNITS and MONUMENTS

Each Unit shall comprise the area within the bold lines shown on PART 1, SHEETS 2, 3, 4, 5 & 6, of the description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the Units are the physical surfaces referred to below, and are illustrated on PART 1, SHEETS 2, 3, 4, 5 & 6, of the description and all dimensions refer to such monuments.

Without limiting the generality of the foregoing, the boundaries of a Unit are as follows:

A. The **VERTICAL** boundaries of UNITS 1, 2 & 3 of Levels 1, 2 & 3 are:-

1. The backside surface of drywall, plywood or cement board sheeting, as the case may be on the exterior walls of the UNIT;
2. The unfinished unitside surface of the doors leading out of the UNIT, in a closed position, the unitside surface of glass in said door, where applicable, and the unfinished unitside surface of door frame of said doors;
3. The unitside of window glass and unfinished unitside surface of window sash and frames;
4. The backside surface of drywall at vertical step in ceiling, where applicable;

B. The **HORIZONTAL** boundaries of UNITS 1, 2 & 3 of Levels 1, 2 & 3, are:-

i) Upper: The backside surface of drywall ceiling above the UNIT and at vertical step in ceiling where applicable.

ii) Lower The upper surface of gypcrete floor topping below the UNITS of Levels 1 & 2 and below the UNITS of the 3rd floor portion of Level 3.

iii) Lower The upper surface of the concrete floor slab below the UNITS of the 4th floor portion of Level 3.

C. The **VERTICAL** boundaries of UNITS 1 to 13, both inclusive, of LEVEL 'A' are:-

1. The finished surface of concrete wall, concrete block wall or concrete column, as the case may be
2. The vertical plane established and controlled by distances shown on SHEET 6 of the description.

D. The **HORIZONTAL** boundaries of UNITS 1 to 13, both inclusive, of LEVEL 'A' are:-

i) UPPER: The backside surface of the drywall ceiling above the unit.

ii) Lower The upper surface of the concrete floor slab below the unit.

SURVEYOR'S CERTIFICATE

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on PART 1, SHEETS 2 to 6 (both inclusive), of the Description.

2016/12/16
Dated

John H. Gutri
Ontario Land Surveyor

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

SCHEDULE D
PERCENTAGE INTEREST IN COMMON INTERESTS AND COMMON EXPENSES

UNIT NO.	LEVEL NO.	PERCENTAGE INTEREST IN COMMON INTERESTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
Residential Units			
1	1	9.5370%	9.5370%
2	1	8.7840%	8.7840%
3	1	9.2389%	9.2389%
1	2	9.5674%	9.5674%
2	2	9.0923%	9.0923%
3	2	9.5724%	9.5724%
1	3	11.4222%	11.4222%
2	3	12.2410%	12.2410%
3	3	11.4121%	11.4121%
1	A	0.5812%	0.5812%
2	A	0.5812%	0.5812%
3	A	0.5812%	0.5812%
4	A	0.5812%	0.5812%
5	A	0.5812%	0.5812%
6	A	0.5812%	0.5812%
7	A	0.5812%	0.5812%
8	A	0.5812%	0.5812%
9	A	0.5812%	0.5812%
10	A	0.9755%	0.9755%
11	A	0.9755%	0.9755%
12	A	0.9755%	0.9755%
13	A	0.9754%	0.9754%
		100.0000%	100.0000%

SCHEDULE E

SPECIFICATION OF COMMON EXPENSES

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

1. all sums of money levied against or charged to the Corporation on account of any and all public and private suppliers of insurance coverage, services and equipment including, without limiting the generality of the foregoing, levies or charges for:

   (a) maintenance and repair of the common elements;
   (b) maintenance materials, tools and supplies;
   (c) landscaping;
   (d) snow removal throughout the common elements (other than from steps, balconies, and/or terraces of Units);
   (e) hydro, heat, water and equipment in relation thereto for the common elements;
   (f) Repair and maintenance of the Parking Units;
   (g) Elevator maintenance;
   (h) maintenance of the common rooftop terrace and other equipment and furnishings in the common areas;
   (i) Insurance premiums and all costs related to securing insurance coverage

2. remuneration payable by the Corporation to any employees or independent contractors deemed necessary for the proper operation and maintenance of the Property;

3. payment of any remuneration including fees and disbursements payable pursuant to any management contract which may be entered into between the Corporation and a manager;

4. the cost of furniture and equipment for use in and about the common elements, including the maintenance, repair, or replacement thereof;

5. the cost of maintaining and repairing the common elements and the Parking Unit;

6. the cost of maintaining and repairing the storage lockers;

7. the cost of legal, accounting, auditing and engineering services or other professional advice and services required by the Corporation in the performance by the Corporation of its duties and powers;

8. the fees and disbursements of the insurance trustee, if any;

9. the cost of maintaining fidelity bonds as provided in the By-laws;

10. the cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;

11. all sums of money assessed by the Corporation to be set aside in a reserve fund and to be applied from time to time, in whole or in part, at the absolute discretion of the Corporation to the payment of any expenses the Corporation deems necessary or desirable for the performance of the objects of the Corporation.

SCHEDULE "F"

EXCLUSIVE USE AREAS

The owners of the Dwelling Units shall have the exclusive use of the balcony or terrace situated adjacent to such Dwelling Unit and to which such Dwelling Unit has sole access.

CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD CONDOMINIUM CORPORATION)
(UNDER CLAUSES 5(8)(A) OR (B) OF ONTARIO REGULATION 48/01 OR CLAUSE 8(1)(E) OR (H) OF THE *CONDOMINIUM ACT, 1998*)

Condominium Act, 1998

I certify that each building on the Property ~~OR each building on the land included in the phase~~ has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

1. ☒ The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.

2. ☒ Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.

3. ☒ Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a Unit, are completed to the drywall (including taping and sanding), plaster or other final covering.

4. ☒ All underground garages have walls and floor assemblies in place.

OR

☐ There are no underground garages.

5. ☒ All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a Unit and designed for use only within the Unit.

OR

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

6. ☐ All installations with respect to the provision of water and sewage services are in place.

7. ☐ All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.

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

OR

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

9. ☐ All installations with respect to the provision of electricity are in place.

10. ☐ All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

☒ There are no indoor and outdoor swimming pools.

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

DATED this 21 day of December, 20 16.

Barry J. Hobin, Architect
~~Professional Engineer~~

CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD CONDOMINIUM CORPORATION)
(UNDER CLAUSES 5(8)(A) OR (B) OF ONTARIO REGULATION 48/01 OR CLAUSE 8(1)(E) OR (H) OF THE *CONDOMINIUM ACT, 1998*)

Condominium Act, 1998

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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.

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OR

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

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7. ☐ All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.

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

OR

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

9. ☒ All installations with respect to the provision of electricity are in place.

10. ☐ All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

☐ There are no indoor and outdoor swimming pools.

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

DATED this 22 day of December, 2016.

Peter Paciorek
Professional Engineer

CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD CONDOMINIUM CORPORATION)
(UNDER CLAUSES 5(8)(A) OR (B) OF ONTARIO REGULATION 48/01 OR CLAUSE 8(1)(E) OR (H) OF THE *CONDOMINIUM ACT, 1998*)

Condominium Act, 1998

I certify that each building on the Property ~~OR each building on the land included in the phase~~ 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.

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OR

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OR

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10. ☐ All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

☐ There are no indoor and outdoor swimming pools.

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

DATED this 22 day of December, 2016.

Michael Cowan,
Professional Engineer