

OFFICE SCHEDULE

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OTTAWA-CARLETON (4)

DECLARATION

CONDOMINIUM ACT, 1998

Ottawa-Carleton STANDARD

CONDOMINIUM PLAN NO. 947

NEW PROPERTY IDENTIFIER'S BLOCK 15947

RECENTLY: 04116 - 0108

DECLARANT: ORCHID DEVELOPMENT CORPORATION

SOLICITOR: Elizabeth maiden - Soloway Wright

ADDRESS:

900-437 Laurier Avenue West

Ottawa, ON K1R 7Y2

PHONE: 613-236-0111

FAX:

No. OF UNITS

180

FEES:

$\$70.00 + (\$5.00 \times (\text{number of unit}) =$

180
970.00

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:

ORCHID DEVELOPMENT CORPORATION

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 residential housing condominium which consists of 75 dwelling units, 1 mixed-use unit, 98 parking units, 6 storage units and the common elements which the Declarant intends to be governed by the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

1. INTRODUCTORY

- 1.1. 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.
- 1.2. Encroachment. **CAUTION:** That portion of the Condominium building shown in hatched outline on Part 1, Sheet 1 of the Description encroaches upon the adjoining lands and is not governed by the *Condominium Act, 1998* and is the subject of an agreement registered as Instrument No. OC1542728.
- 1.3. 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" or the "Condominium" shall mean the condominium corporation created upon the registration of the Declaration and of the description under the Act;
 - c) "Dwelling Unit" means units located on Levels 1 through 21 for the purpose of residential occupancy;
 - d) "Mixed-Use Unit" means the unit designated as Unit 3, Level 1, which shall be occupied for residential purposes, home office purpose or commercial purposes, all in accordance with the by-laws of the City of Ottawa;
 - e) "Parking Unit" means the units located on Levels A, B, C and D for the purpose of the parking of motor vehicles;
 - f) "Storage Locker" means the cage style locker located on Levels A, B, C and D for the purpose of the storage of personal belonging
 - g) "Storage Unit" means the units located on Levels B, C, and D for the purpose of the storage of personal belongings; and

- h) "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 may include a Dwelling Unit, a Mixed Use Unit, a Storage Unit or a Parking Unit, as the context requires (collectively, referred to as a "Unit" or "Units");
- 1.4. 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.
- 1.5. 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 the foregoing, no Unit includes those pipes, wires, cables, conduits, ducts, and shafts passing through the Units described above to service another Unit or Units or the Common Elements. In addition, no Dwelling Unit on Levels 1 through 6, inclusive, which have fire shutters installed, shall include those fire shutters, it being hereby confirmed that the fire shutters are part of the common elements of the Condominium. The Unit shall include those pipes, wires, cables, conduits, ducts and shafts which are pertinent only to each particular Unit and only to the extent that they lie within the Unit boundaries as described in Schedule "C".
- 1.6. 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 in the proportion set forth opposite each Unit number in Schedule "D" attached hereto and shall contribute to the common expenses in the proportions set forth opposite each Unit number in Schedule "D" attached hereto.
- 1.7. Address for Service. The Corporation's address for service and mailing address shall be 787 Bank Street, Ottawa, ON K1S 3V5, or such other address as the Corporation may determine in accordance with the provisions of the Act. The Corporation's municipal address shall be 108 Lisgar Street, Ottawa, Ontario, K2P 1E1.

2. COMMON EXPENSES

- 2.1. Statement Specifying Common Expenses. The common expense shall be 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 a proportionate share of the common expenses, in accordance with the proportions set out in Schedule D hereto and 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.

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 and regulations 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. No part of the common elements may be used for commercial or other purposes not ancillary to residential purposes, with the exception of the common elements necessary for access to the Mixed-Use Unit located on Level 1. Notwithstanding this paragraph, the Corporation shall be required to ensure that no actions or steps are taken by the Corporation or by an Owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property, so as to enable the Declarant to construct, complete, maintain and repair the Condominium.
- 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, and as shown on Part 2, Sheet 1 of

the Description. Notwithstanding that the balconies and terraces are an exclusive use area, the Corporation shall be entitled to access to the terraces on Levels 4, 7, 17 and 21 to attach the window cleaning equipment to the roof anchors located thereon, and for any other required maintenance, repair and replacement of the balconies and 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. If the Mixed-Use Unit is occupied for commercial purposes, then the owner of such commercial unit will access the garbage room by going through the garage door. There shall be no access through the lobby.

3.4. Obligations of the Corporation.

- a) To maintain and keep in good repair the Declarant's logo or hallmark of distinction (or that of any other company associated, affiliated or related to the Declarant) which has been permanently installed or affixed by the Declarant within or upon the common elements of the Residential Condominium, and to ensure that no actions or steps are taken by the Residential Condominium (or by any unit owner) to remove, relocate, tarnish, deface, damage or alter (in any way or manner) the aforesaid logo or hallmark.
- b) To recognize that architectural accent lighting has been incorporated into the design of the building and to maintain, repair and replace the said lighting and ensure its timely operation in a manner consistent with the reasonable standards of operation.
- c) To not object to the Declarant's intention to obtain a zoning by-law amendment to allow the Mixed Use Unit to be used as an Office, as such term is defined in the City of Ottawa by-laws.

3.5. 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, rules and regulations.
- 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 residential purposes as defined in and in conformity with the zoning and property standards by-laws of the City of Ottawa and for no other purpose. In particular, each owner specifically acknowledges that each Dwelling Unit within the Condominium shall be occupied and used only for residential purposes, and shall not be used for the business of providing transient residential accommodation on a furnished and/or unfurnished suite basis (with or without ancillary maid, cleaning and/or laundry services) through short term or long term licence/lease arrangements. There will be restrictions and stipulations to the use of the units which will be set out in the Declaration and in the Rules which will be passed by the initial Board.

- b) Unit 3, Level 1 (the "Mixed-Use Unit") shall be occupied and used in accordance with the by-laws of the City of Ottawa. In the event that the Mixed-Use Unit is used for residential purposes and/or home office purposes, it shall enjoy all of the rights and privileges of the Dwelling Unit owners in the Condominium. In the event that the Mixed-Use Unit is to be used for commercial purposes, the owner of the Mixed Use Unit shall not use or permit the use of the Mixed Used Unit for any of the following uses (or any uses incidental thereto):
- i) adults only, immoral, pornographic and/or sexual related activities (said prohibition includes, without limitation, a massage parlour or the sale, rental, distribution and/or display of adult magazines, books, literature, computer software, videogames and/or video (including dvd) products and/or the like or a nude or partially nude dancing, exhibition or entertainment venue);
 - ii) the sale of second hand goods or fire sale stock or bankruptcy stock; the sale of firecrackers or fireworks; an auction, bulk sale, liquidation sale, "going out of business" or bankruptcy sale, or warehouse sale;
 - iii) any unlawful use;
 - iv) a bar or tavern;
 - v) a bingo hall, a bowling alley or any arcade, game, simulator or amusement centre;
 - vi) the sale, rental and/or distribution of pre-recorded video cassettes, video tapes, video discs, laser discs, video tapes or games, including, without limitation, CD, digital video tapes or discs or other video software (including CD-ROM) and/or any substitutes for, or items which are a technological evolution of, the foregoing items;
 - vii) an auction house or flea market;
 - viii) for the sale of any animals or pets, or for the keeping of any livestock fowl, reptiles or rodents;
 - ix) for the sale of alcoholic beverages;
 - x) a convenience store;
 - xi) any activity which, in the opinion of the Board of the Condominium, acting reasonably, generates an offensive odour.
- c) There shall be no commercial activities in Unit 3, Level 1, between the hours of 12:00 a.m. to 6:00 a.m. No signs, billboards, notices or advertising matter of any kind shall be placed upon the Property or the City of Ottawa property immediately adjacent to the Property or anything growing thereon, or upon or in any buildings, fences or other things erected or placed thereon, other than a sign on the interior glazing of the commercial unit advertising the business of the Owner/Occupant as approved by the Board. Illuminated signage will only be allowed with the approval of the Board, such approval not to be unreasonably withheld.
- d) No unit shall be occupied or used by any one 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.

- e) The owner of each Unit shall comply and shall require all residents, occupants, tenants and visitors to his or her Unit to comply with the Act, this Declaration, and the by-laws, and the rules and regulations 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.
- f) 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, 1998*, the Declaration, the by-laws, and all rules and regulations of the condominium corporation, during the term of my tenancy.
- g) 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 and contained in the rules. Upon the lease being terminated, the owner shall inform the Corporation that the Unit is no longer leased.
- h) 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.
- i) 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.
- j) 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, without the written consent of the Board. Notwithstanding the foregoing, no owner shall install curtains, drapery, vertical or horizontal blinds, or similar window coverings visible from the exterior, in other than an off-white or white colour or alter the interior design or colour of any part of a Dwelling Unit/Mixed-Use unit or balcony/terrace area where such change, alteration or decoration is normally visible from the exterior thereof. Wooden shutters shall be allowed provided that they are stained in a light wood colour or painted white or off-white.
- k) 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 entering into an agreement with the Corporation, if required by the Act and By-Laws. The foregoing shall not apply to the maintenance of those parts of the common elements which the owner has the duty to maintain. The work and the responsibilities of the owner(s) shall be governed by the terms and conditions contained in the by-laws pertaining to alterations to the common elements.
- l) 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. 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 will have the use of any unsold or unallocated parking spaces on the Property for the exclusive use of the Declarant's staff and visitors and such further parking as the Declarant may require at a location or locations to be determined by the Declarant in its sole discretion, 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 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 the owner can accommodate two passenger vehicles without extending beyond the boundary of the Parking Unit. The term "passenger motor vehicle" shall be defined from time to time in the rules and regulations of the Corporation. Twelve (12) of the Parking Units being legally described as Parking Units 2, 3 and 4 on Level A; Parking Units 15, 16 and 17 on Level B; Parking Units 15, 16 and 17 on Level C; and Parking Units 15, 16 and 17 on Level D; are narrower than other Parking Units in the Condominium. The size of these Parking Units received approval from the City of Ottawa Committee of Adjustment.
- b) The Board may, from time to time, make and pass such rules and regulations regarding the use and occupation of Parking Units.
- c) 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/Mixed-Use Unit in this Condominium or to the Declarant. No Parking Unit may be leased or licensed, either in writing or otherwise, except to an owner, tenant or licensee of a Dwelling Unit/Mixed-Use 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/Mixed-Use Unit.
- 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 Units and Storage Lockers

- a) Storage Units and storage lockers shall be used for the sole purpose of storage of personal belongings, including bicycles.
- b) Storage Lockers are to be allocated to the owners by a resolution of the Board passed immediately following registration of the Condominium. Storage lockers may be exchanged between owners of Dwelling Units only upon mutual agreement of the parties and upon written consent from the Board.
- c) No owner of a Storage Unit shall sell, transfer, gift or otherwise dispose of same except to the Corporation, or to an owner of a Dwelling Unit/Mixed-Use Unit in this Condominium or to the Declarant. No Storage Unit or locker may be leased or licensed, either in writing or otherwise, except to an owner, tenant or licensee of a Dwelling Unit/Mixed-Use Unit in this Condominium, the Corporation, or the Declarant. The term of any lease or license of a Storage Unit or 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/Mixed-Use Unit.
- d) Notwithstanding the provisions of Section 5.3 of this Declaration, the owners/occupants of a Storage Unit/locker shall maintain such Storage Unit/locker in a clean condition.
- e) Owners of Storage Units and storage lockers are advised that access will be required from time to time in accordance with Section 4.4 below for the purpose of accessing mechanical equipment located therein.
- f) The Board may, from time to time, make and pass other rules regarding the use of Storage Units and 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.
- b) In case of an emergency, an agent of the Corporation may enter a Unit at any time and without notice, for the purpose of repairing the Unit, common elements or part of the common elements or for the purpose of correcting any condition which might result in damage or loss to the Property including without limiting the generality of the foregoing to access, maintain, repair or replace the shut off valves and common pipes providing water service for the benefit of more than one Unit. The Corporation or any one authorized by it may determine whether an emergency exists.
- c) If an owner is not personally present to grant entry to the Unit the Corporation, or its agents, may enter upon such Unit, provided that they firstly take reasonable steps to obtain permission from the owner or occupant of such Unit and provided that they exercise courtesy and reasonable care in conducting the activity which requires their entry into such Unit.
- d) Owners of Dwelling Units located on Levels 4, 7, 17 and 21 are advised that the roof anchors are located on the exclusive use terrace adjoining these Dwelling Units.

Therefore, access to the roof terraces will be required periodically for the window cleaners and other maintenance trades.

- e) 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.

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 Unit/Mixed-Use Unit and repair or replace all components in their Dwelling Unit/Mixed-Use Unit upon failure from damage, normal wear and tear or where such components are at the end of their life cycle, 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 Unit/Mixed-Use Unit. Repairs and maintenance of Dwelling Units/Mixed-Use unit 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/occupants shall:

- a) at all times maintain heat in their Dwelling Unit/Mixed-Use Unit above the freezing temperature of water;
- b) be responsible for the maintenance, repair and replacement of the heat pump servicing the Dwelling Unit/Mixed-Use Unit. In the event that the Board organizes an annual or semi-annual maintenance of the heat pumps, the unit owners will be responsible for this payment in addition to their common expenses.
- c) keep their Parking Units, Storage Units and storage lockers clean and free of debris;
- d) be responsible for cleaning the balconies/terraces to which they have sole access including terrace drains which are to be kept clean and clear of debris, cleaning the exterior of the balcony/terrace door, and exterior windows which are accessible from the balcony/terrace, cleaning the interior glazing of the balcony/terrace railing, and the removal of snow and ice from the balcony/terrace if required for safety reasons. Snow removal, if required, should be coordinated with the property manager to ensure that it is completed in a safe manner. Snow cannot be thrown over the balcony/terrace; and
- e) maintain the interior surface of doors which provide the means of ingress and egress from their Dwelling Unit/ Mixed Use 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.

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 Units, the Storage Units and lockers, the exclusive use balconies and terraces, and the common elements at its own expense. In the event repairs are required to the concrete surface in the Parking Units as a result of spills or leakages the costs of such repairs shall be charged back to the owner of the Parking Unit(s), 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 peril (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 its affected component does not include the obligation to repair or replace a Unit/component after normal wear and tear or a Unit/component that is at the end of its expected life cycle. The Corporation is not responsible for any maintenance, repair or replacement of improvements to the Units under any circumstance.
- c) The Corporation shall be responsible for periodically cleaning the exterior glazing of the balcony/terrace railing, the exterior surface of all windows, except the windows that are accessible from the balcony/terrace.
- d) The Corporation shall be responsible for periodic testing of fire shutters which are located in all windows facing east and west on Levels 1 through 6, and for the repair and maintenance of these fire shutters.

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 and the Tarion Warranty Corporation pursuant to section 44(9) of the Act.

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 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) waivers of any defence based on co-insurance (other than a stated amount coinsurance clause); and
 - v) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.

- c) **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; and
 - iii) Insurance covering the deductible on the Corporation's master insurance policy for which an owner may be responsible.
- b) Owners are recommended to obtain, although it is not mandatory, insurance covering:
 - i) additional living expenses incurred by an owner if forced to leave his or her residential unit by one of the hazards protected against under the Corporation's policy; and
 - ii) 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 and 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.

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;

- iii) 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 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.

- 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. GENERAL MATTERS AND ADMINISTRATION

- 8.1. Units Subject to the Act, Declaration, By-laws, Rules and Regulations. All present and future owners, tenants and residents of units, their families, guests, invitees, licensees or agents shall be subject to and shall comply with the provisions of the Act, this Declaration, the by-laws, and any other rules and regulations of the Corporation.
- 8.2. 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 and regulations, as they may be amended from time to time, are accepted by such owner, tenant or resident, and all of such provisions shall be deemed and taken to be covenants running with the Unit and shall bind any person having, at any time, any interest or estate in such Unit as though such provisions were recited and stipulated in full in each and every such transfer/deed of land or lease or occupancy agreement.
- 8.3. 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.
- 8.4. Waiver. The failure to take action to enforce any provision contained in the Act, this Declaration, the by-laws, or any other rules and regulations of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.
- 8.5. 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 first 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.
- 8.6. 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 OTTAWA in the City of Ottawa and Province of Ontario, this 17th day of June, 2014.

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

ORCHID DEVELOPMENT CORPORATION

A handwritten signature in black ink, appearing to be 'Douglas Casey', written over a horizontal line.

Per: Douglas Casey

I have authority to bind the Corporation

SCHEDULE "A"
LEGAL DESCRIPTION

Part of PIN 04116-0108

Part of Lots 62 and 64 on Plan 14350, south side of Lisgar Street and Lot 63 on Plan 14350, South side of Lisgar Street, being Part 1 on Plan 4R-27715; City of Ottawa

Subject to an easement, as set out in Instrument No. OC1349419, in favour of Rogers Communications Inc.

SUBJECT TO an easement as set out in Instrument No. OC1569728, in favour of Enbridge Gas Distribution Inc.

SUBJECT TO an easement, as set out in Instrument No. OC1569807, in favour of Bell Canada.

Subject to an easement in gross, as set out in Instrument No. OC1570226, in favour of Hydro Ottawa Limited.

TOGETHER WITH an easement for an access and egress and emergency egress over those portions of the property designated as Part of PIN 04116-0108, being Part of Lot 62 on Plan 14350, south side of Lisgar Street, designated as Parts 2 and 3, Plan 4R-27715 in favour of the owners from time to time of Part of PIN 04116-0108, being Part of Lots 62 and 64 and all of Lot 63 on Plan 14350, south side of Lisgar Street, designated as Part 1, Plan 4R-27715 and their successors and assigns for the purposes of providing pedestrian access and egress thereover by said owners, their service personnel and their tenants, subtenants, permitted occupants and respective invitees;

TOGETHER WITH an easement over Part of PIN 04116-0108, being Part of Lot 62 on Plan 14350, south side of Lisgar Street, designated as Parts 2 and 3, Plan 4R-27715, in favour of the owners from time to time of Part of PIN 04116-0108, being Part of Lots 62 and 64 and all of Lot 63 on Plan 14350, south side of Lisgar Street, designated as Part 1, Plan 4R-27715 and their successors and assigns for the following purposes:

installing, maintaining, operating, altering, repairing, replacing, inspecting and monitoring such lines, pipes, wires, conduits, cables, water mains, valves and/or meters (including the supply and receipt of services and the discharge of storm and sanitary sewer, effluents and drainage through same) whether presently existing or installed subsequent to the grant of this easement as from time to time may be required or convenient to provide gas, telephone, telecommunication, cable, internet connection, television, water, hydro, irrigation and storm and sanitary sewer service(s); and providing pedestrian and vehicular access and egress to service personnel and service vehicles, together with any equipment, materials and/or machinery required to maintain, repair, replace and/or inspect any part of the buildings, installations, structures, improvements and/or services located upon Part of PIN 04116-0108, being Part of Lots 62 and 64 on Plan 14350, south side of Lisgar Street, designated as Part 1, Plan 4R-27715.

RESERVING an easement over, along, upon, across and through the common elements on Part of PIN 04116-0108, being Part of Lots 62 and 64 and all of Lot 63 on Plan 14350, south side of Lisgar Street, designated as Part 1, Plan 4R-27715, in favour of the owners from time to time of Part of PIN 04116-0108, being Part of Lot 62 on Plan 14350, south side of Lisgar Street, designated as Parts 2 and 3, Plan 4R-27715, and its successors and assigns for the following purposes:

installing, maintaining, operating, altering, repairing, replacing, inspecting and monitoring such lines, pipes, wires, conduits, cables, water mains, valves and/or meters (including the supply and receipt of services and the discharge of storm and sanitary sewer, effluents and drainage through same) whether presently existing or installed subsequent to the grant of this easement as from time to time may be required or convenient to provide gas, telephone, telecommunication, internet connection, cable television, water, hydro, irrigation and storm and

sanitary sewer service(s) located upon Part of PIN 04116-0108, being Part of Lot 62 on Plan 14350, south side of Lisgar Street, designated as Parts 2 and 3, Plan 4R-27715, and providing pedestrian access and egress to service personnel and service vehicles, together with any equipment, materials and/or machinery required to maintain, repair, replace and/or inspect any part of the buildings, installations, structures, improvements and/or services located upon Part of PIN 04116-0108, being Part of Lot 62 on Plan 14350, south side of Lisgar Street, designated as Parts 2 and 3, Plan 4R-27715.

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.

A handwritten signature in black ink, appearing to be 'E. Maiden', written over a horizontal line.

Elizabeth A. Maiden, Solicitor

CONSENT (SCHEDULE "B" TO DECLARATION)

[UNDER CLAUSE 7(2)(B) OF THE CONDOMINIUM ACT, 1998]

Condominium Act, 1998

1. We, Alterna Savings and Credit Union Limited, have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered as ~~Instrument~~ Number OC1338832 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 28 day of May, 2014.

ALTERNA SAVINGS AND CREDIT UNION LIMITED

Per: _____

Jean-Yves Tessier

I have authority to bind the Corporation

CONSENT (SCHEDULE "B" TO DECLARATION)

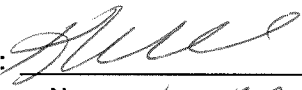
[UNDER CLAUSE 7(2)(B) OF THE CONDOMINIUM ACT, 1998]


Condominium Act, 1998

1. We, Trisura Guarantee Insurance Company have a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, registered as ~~Instrument~~ Number OC1366174 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 23rd day of May, 2014.

TRISURA GUARANTEE INSURANCE COMPANY

Per: 
Name: KIM ROBERTS
Title: SNR UNDERWRITER

Per: 
Name: **Glen Shaw**
Title: **Senior Vice President**

We have authority to bind the Corporation

SCHEDULE "C"

BOUNDARIES OF UNITS

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

The Residential Units - (Units 1 to 3 Level 1, Units 1 to 7 Levels 2 to 6, Units 1 to 3 Levels 7 to 15, Units 1 and 2 Levels 16 to 18, Unit 1 Level 19, Units 1 and 2 Levels 20 and 21)

1. The Horizontal Boundaries are:

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

2. The Vertical Boundaries are:

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

NOTE: In those Units with fireplaces, that portion of the fireplace and flue lying within the Unit boundaries described above shall form part of the Unit.

The Parking Units - (Units 1 to 15 Level A, Units 1 to 27 Levels B and C, Units to 1 to 29 Level D)

3. The Horizontal Boundaries are:

- a) The lower limit of the Units is the upper surface of the garage floor beneath the Units;
- b) The upper limit of the Units is a plane parallel to and perpendicularly distant 2.10 metres above the upper surface of the garage floor beneath the Units;

4. The Vertical Boundaries are:

- a) In the vicinity of the concrete walls and columns, all of which shall not form part of the Unit, the Unit side face of the concrete walls and columns;
- b) Vertical planes controlled by physical features (i.e. the faces of concrete walls and columns and/or the distances from the said monuments), as illustrated on Part 1 Sheet 2 of the description.

The Storage Units - (Units 28 and 29 Levels B and C, Units 30 and 31 Level D)

7. The Horizontal Boundaries are:

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

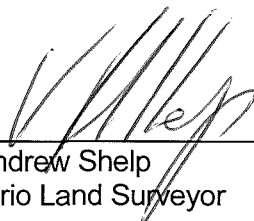
8. The Vertical Boundaries are:

In the vicinity of the concrete walls and columns, all of which shall not form part of the Unit, the Unit side face of the concrete walls and columns;

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 1 to 6 of the description.

DATED AT the City of Ottawa, this 17th day of April, 2014.



V. Andrew Shelp
Ontario Land Surveyor

SCHEDULE D
PERCENTAGE INTEREST IN COMMON INTERESTS AND COMMON EXPENSES

UNIT NO.	LEVEL NO.	PERCENTAGE INTEREST IN COMMON INTERESTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
1	1	0.4360%	0.6038%
2	1	0.4904%	0.6789%
3	1	1.1437%	1.4078%
1	2	0.4103%	0.5475%
2	2	1.1744%	1.4594%
3	2	0.5190%	0.6437%
4	2	0.6176%	0.7673%
5	2	0.5190%	0.6437%
6	2	1.1744%	1.4594%
7	2	0.4146%	0.5530%
1	3	0.4318%	0.5553%
2	3	1.2145%	1.4594%
3	3	0.5361%	0.6437%
4	3	0.6390%	0.7673%
5	3	0.5361%	0.6437%
6	3	1.2145%	1.4594%
7	3	0.4346%	0.5577%
1	4	0.4475%	0.5553%
2	4	1.2545%	1.4594%
3	4	0.4932%	0.5576%
4	4	0.5933%	0.6820%
5	4	0.4932%	0.5576%
6	4	1.2545%	1.4594%
7	4	0.4603%	0.5717%
1	5	0.4618%	0.5553%
2	5	1.2945%	1.4594%
3	5	0.4968%	0.5576%
4	5	0.6055%	0.6820%
5	5	0.4968%	0.5576%
6	5	1.2945%	1.4594%
7	5	0.4761%	0.5717%
1	6	0.4775%	0.5553%
2	6	1.3345%	1.4594%
3	6	0.5111%	0.5576%
4	6	0.6233%	0.6820%
5	6	0.5111%	0.5576%
6	6	1.3345%	1.4594%
7	6	0.4911%	0.5717%
1	7	1.6298%	1.6605%
2	7	1.1952%	1.2569%
3	7	1.6298%	1.6636%
1	8	1.6262%	1.6605%
2	8	1.2295%	1.2569%
3	8	1.6405%	1.6777%
1	9	1.6698%	1.6605%
2	9	1.2638%	1.2569%
3	9	1.6869%	1.6777%
1	10	1.7155%	1.6605%

UNIT NO.	LEVEL NO.	PERCENTAGE INTEREST IN COMMON INTERESTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
2	10	1.2981%	1.2569%
3	10	1.7227%	1.6675%
1	11	1.7613%	1.6605%
2	11	1.3324%	1.2569%
3	11	1.7799%	1.6777%
1	12	1.8070%	1.6605%
2	12	1.3682%	1.2569%
3	12	1.8256%	1.6777%
1	13	1.8442%	1.6526%
2	13	1.2781%	1.1458%
3	13	1.8478%	1.6558%
1	14	1.8899%	1.6526%
2	14	1.3095%	1.1458%
3	14	1.9043%	1.6659%
1	15	1.9357%	1.6526%
2	15	1.3410%	1.1458%
3	15	1.9500%	1.6659%
1	16	2.6612%	2.2056%
2	16	2.6662%	2.2095%
1	17	2.1373%	1.6526%
2	17	2.1401%	1.6784%
1	18	2.1265%	1.6526%
2	18	2.1337%	1.6784%
1	19	4.3532%	3.3311%
1	20	2.2195%	1.6526%
2	20	2.2266%	1.6784%
1	21	0.6433%	0.4857%
2	21	0.9936%	0.7993%
1	A	0.0500%	0.0782%
2	A	0.0466%	0.0724%
3	A	0.0466%	0.0724%
4	A	0.0466%	0.0724%
5	A	0.0500%	0.0782%
6	A	0.0500%	0.0782%
7	A	0.0500%	0.0782%
8	A	0.0500%	0.0782%
9	A	0.0500%	0.0782%
10	A	0.0500%	0.0782%
11	A	0.0500%	0.0782%
12	A	0.0500%	0.0782%
13	A	0.0500%	0.0782%
14	A	0.0500%	0.0782%
15	A	0.0500%	0.0804%
1	B	0.0500%	0.0782%
2	B	0.0500%	0.0782%
3	B	0.0500%	0.0782%
4	B	0.0500%	0.0782%
5	B	0.0500%	0.0782%
6	B	0.0500%	0.0782%
7	B	0.0500%	0.0782%
8	B	0.0500%	0.0782%
9	B	0.0500%	0.0782%

UNIT NO.	LEVEL NO.	PERCENTAGE INTEREST IN COMMON INTERESTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
10	B	0.0500%	0.0782%
11	B	0.0500%	0.0782%
12	B	0.0500%	0.0782%
13	B	0.0500%	0.0782%
14	B	0.0500%	0.0782%
15	B	0.0466%	0.0724%
16	B	0.0466%	0.0724%
17	B	0.0466%	0.0724%
18	B	0.0500%	0.0782%
19	B	0.0500%	0.0782%
20	B	0.0500%	0.0782%
21	B	0.0500%	0.0782%
22	B	0.0500%	0.0782%
23	B	0.0500%	0.0782%
24	B	0.0500%	0.0782%
25	B	0.0500%	0.0782%
26	B	0.0500%	0.0782%
27	B	0.0500%	0.0782%
28	B	0.0115%	0.0156%
29	B	0.0036%	0.0079%
1	C	0.0500%	0.0782%
2	C	0.0500%	0.0782%
3	C	0.0500%	0.0782%
4	C	0.0500%	0.0782%
5	C	0.0500%	0.0782%
6	C	0.0500%	0.0782%
7	C	0.0500%	0.0782%
8	C	0.0500%	0.0782%
9	C	0.0500%	0.0782%
10	C	0.0500%	0.0782%
11	C	0.0500%	0.0782%
12	C	0.0500%	0.0782%
13	C	0.0500%	0.0782%
14	C	0.0500%	0.0782%
15	C	0.0466%	0.0724%
16	C	0.0466%	0.0724%
17	C	0.0466%	0.0724%
18	C	0.0500%	0.0782%
19	C	0.0500%	0.0782%
20	C	0.0500%	0.0782%
21	C	0.0500%	0.0782%
22	C	0.0500%	0.0782%
23	C	0.0500%	0.0782%
24	C	0.0500%	0.0782%
25	C	0.0500%	0.0782%
26	C	0.0500%	0.0782%
27	C	0.0500%	0.0782%
28	C	0.0115%	0.0156%
29	C	0.0036%	0.0079%
1	D	0.0500%	0.0782%
2	D	0.0500%	0.0782%
3	D	0.0500%	0.0782%

UNIT NO.	LEVEL NO.	PERCENTAGE INTEREST IN COMMON INTERESTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
4	D	0.0500%	0.0782%
5	D	0.0500%	0.0782%
6	D	0.0500%	0.0782%
7	D	0.0500%	0.0782%
8	D	0.0500%	0.0782%
9	D	0.0500%	0.0782%
10	D	0.0500%	0.0782%
11	D	0.0500%	0.0782%
12	D	0.0500%	0.0782%
13	D	0.0500%	0.0782%
14	D	0.0500%	0.0782%
15	D	0.0466%	0.0724%
16	D	0.0466%	0.0724%
17	D	0.0466%	0.0724%
18	D	0.0500%	0.0782%
19	D	0.0500%	0.0782%
20	D	0.0500%	0.0782%
21	D	0.0500%	0.0782%
22	D	0.0500%	0.0782%
23	D	0.0500%	0.0782%
24	D	0.0500%	0.0782%
25	D	0.0500%	0.0782%
26	D	0.0500%	0.0782%
27	D	0.0500%	0.0782%
28	D	0.0500%	0.0782%
29	D	0.0500%	0.0782%
30	D	0.0115%	0.0156%
31	D	0.0036%	0.0079%
Total		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) Heat for the common elements
 - d) Water for the Units and the common elements
 - e) Air-conditioning for the common elements
 - f) Maintenance and repair of the rooftop evaporative cooler, boiler & pumps. (Each unit is then equipped with a heat pump to heat and cool their Unit which is the responsibility of the Unit Owner).
 - g) Maintenance, repair and testing of the fire shutters
 - h) Hydro or gas for the common elements
 - i) Exterior window cleaning
 - j) Property management fee
 - k) Landscaping, maintenance and equipment for the rooftop terrace
 - l) Lobby cleaning and maintenance
 - m) Snow removal throughout the common elements (other than from balconies/terraces of Units)
 - n) Repair and maintenance of the garage, Parking Units and Storage Units
 - o) Elevator maintenance
 - p) Garbage collection
 - q) Maintenance, repair and replacement fees for equipment and general repair and maintenance of the fitness room and equipment, rooftop terrace and other equipment and furnishings in the common areas
 - r) 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) 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 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;
- 6) the costs of all governmental inspections required to be performed;
- 7) the fees and disbursements of the insurance trustee, if any;
- 8) the cost of maintaining fidelity bonds as provided in the by-laws;
- 9) 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

Each owner shall have the exclusive use of any balcony/terrace adjoining their Unit to which the Unit has sole and direct exclusive access.

The owners of Unit 1 and Unit 2 on Level 1 shall have the exclusive use of the terrace situated adjacent to such Units being that portion of the common elements numbered "T1" and "T2" as shown on Part 2, Sheet 1 of the Description.

The exclusive use of the above-mentioned portions of the common elements shall be subject to the provisions of the Declaration, the By-laws of the Corporation and the rules and regulations passed pursuant thereto, and subject to the right of entry in favour of the Corporation to those areas of the exclusive use portions of the common element which may be necessary to permit repairs or maintenance thereto, or to give access to the utility and service areas adjacent thereto.

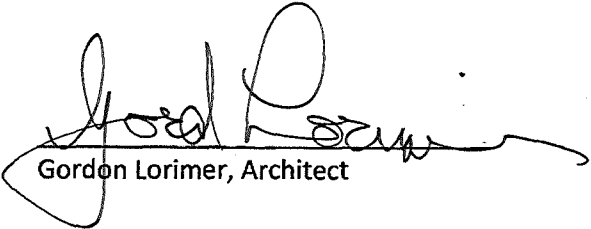
**CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD
CONDOMINIUM CORPORATION)
(UNDER CLAUSES 5(8)(A) OR (B) OF ONTARIO REGULATION 48/01 OR
CLAUSE 8(1)(E) OR (H) OF THE CONDOMINIUM ACT, 1998)**

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:

- GL* 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.
- GL* 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
- GL* ☒ There are no indoor and outdoor swimming pools.
- GL* 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 15 day of MAY, 2014.


Gordon Lorimer, Architect

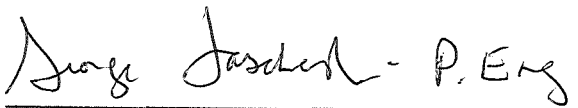
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3. ☐ Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a Unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
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OR
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9. ☒ All installations with respect to the provision of electricity are in place.
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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 10 day of April, 2014.


George Laschewski, Professional Engineer

**CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD
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Condominium Act, 1998

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OR

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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.

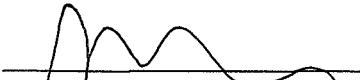
OR

☐ 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 9 day of April, 2014.


Andrew McGregor, 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:

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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 24th day of April, 2014.


Richard Cunliffe, Professional Engineer