

# **OTTAWA CARLETON STANDARD CONDOMINIUM CORPORATION 1020**

Two The Parkway

Declaration  
By-Laws  
Rules and Regulations  
Budget  
Insurance Certificate  
Standard Unit Definition



**OTTAWA CARLETON  
STANDARD CONDOMINIUM  
CORPORATION 1020**

Declaration



# OFFICE SCHEDULE

OC 1896480

JUN 12 2017 16:12

CERTIFICATE OF RECEIPT  
CERTIFICAT DE RECEPISSE  
OTTAWA-CARLETON (4)

*Katherine Cece*

LAND REGISTRAR

## DECLARATION

### CONDOMINIUM ACT, 1998

OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1020

NEW PROPERTY IDENTIFIER'S BLOCK 16020

RECENTLY : 04513-0448

DECLARANT : 2 THE PARKWAY Inc.

SOLICITOR : ELIZABETH MAIDEN

ADDRESS: 700-427 LAURIER Avenue West.

OTTAWA, ONTARIO K1R 7Y2

PHONE: 613-236-0111

FAX: 613-238-8507.

No. OF UNITS

108x

FEES :

+ \$73.90 (\$5.00 x (number of unit) = 613.90

## 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:

2 The Parkway 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 42 Dwelling Units, 66 Parking 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. 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 "Condominium" shall mean the condominium corporation created upon the registration of the Declaration and of the Description under the Act which will be a phased condominium corporation;
- c) "Dwelling Unit" means units located on Levels 1 to 7 for the purpose of residential occupancy; and
- d) "Parking Unit" means the units located on Level A for the purpose of the parking of motor vehicles;
- e) "Phase 2" means the second phase of this Corporation to be registered on the lands described as Servient Lands in Schedule A of this Declaration; and
- f) "unit" or "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 or a Parking Unit, as the context requires.

1.2. Statement of Intention. The Declarant intends that the land and interest appurtenant to the land 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 which will be a phased condominium corporation.

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 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. 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".
- 1.5. 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 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.
- 1.6. Address for Service. The Corporation's address for service and mailing address shall be c/o 1818 Bradley Side Road, Ottawa, Ontario, K0A 1L0, or such other address as the Corporation may determine in accordance with the provisions of the Act. The Corporation's municipal address shall be: 2 The Parkway, Kanata, Ontario.

## 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.
- 2.3. Metering of Utilities.
  - a) Hydro and gas consumption will be separately metered to each Dwelling Unit. Each Dwelling Unit owner will be responsible for all hydro and gas charges metered directly to the Dwelling Unit by the utility supplier.
  - b) All Dwelling Units, save and except for those Dwelling Units in Phase 2, will have an in-suite heat pump system that provides air heating and cooling. The hydro charges to operate the heat pump shall be charged directly to each unit owner. Hot and cold air generation in the Dwelling Units, save and except for those Dwelling Units in Phase 2, is provided by a central boiler and chiller. The costs to operate the central boiler/chiller are charged to all Dwelling Unit owners in the Condominium as a common expense.
  - c) Dwelling Units in Phase 2 will be complete with an in-suite gas furnace, air conditioner, an Energy Recovery Ventilator (ERV) and an owned ultra-condensing indirect water heater. The owners of the Dwelling Units in Phase 2 will be responsible for all costs associated with the repair, maintenance and replacement of the gas furnace, air conditioner, ERV and owned ultra-condensing indirect water heater together with any hydro and/or gas charges to operate the various systems.
  - d) Hot water for domestic use in the Dwelling Units, save and except for those Dwelling Units in Phase 2, is heated by a central boiler and distributed to each Dwelling Unit through the plumbing system. The hydro consumed by the central boiler to heat the water shall be bulk metered and charged to all Dwelling Unit owners as a common expense.

- e) Water supplied for domestic use in all Dwelling Units will be bulk metered by the City of Ottawa and charged to all Dwelling Unit owners in the Condominium as a common expense.
- f) The cost of hydro and gas supplied to the common elements will be separately metered by the utility supplier and invoiced to the Corporation and charged to all Dwelling Unit owners in the Condominium as a common expense.

### 3. COMMON ELEMENTS

- 3.1. Use of Common Elements. Subject to the provisions of the Act, this Declaration, the by-laws, Joint Use and Maintenance Agreement, as further defined herein 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. No part of the common elements may be used for commercial or other purposes not ancillary to residential purposes.

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 Level 1 terrace or patio areas are exclusive use areas, the Corporation shall be entitled to access for window cleaning and any required maintenance.

- 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, 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 single family residential purposes and for no other purpose.
- b) 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.

- c) 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, 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, 1998, the Declaration, the by-laws, and all rules and regulations of the condominium corporation, during the term of my tenancy.

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.

- e) 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.
- f) 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.
- g) Save and except for interior decorating and minor alterations of a cosmetic nature, no owner shall make any change or alteration to the Dwelling 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 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.
- h) 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.
- i) No hard flooring, including but not limited to ceramic, marble, tile, hardwood, laminate, cork or any other hard surfaced material, are permitted in any Dwelling Unit other than the ground floor Dwelling Units unless such hard flooring shall be installed in such a manner as to reduce the transmission of noise to the Dwelling Units located below, such noise attenuation to be to the satisfaction of the Board in their absolute discretion. For the

purposes of this paragraph, "hard flooring" shall include any floor surface except vinyl or carpet.

- j) 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 Units 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.
  - i. Notwithstanding anything herein or any rule 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.
  - ii. It is the intent of sub-paragraph (i) 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 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 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 any owner, tenant or licensee of a Dwelling Unit in this Condominium, the Corporation or the Declarant. The term of any lease or license of a Parking Unit to a tenant or licensee of a dwelling shall not extend beyond the term of the tenancy or license of such Dwelling Unit. No Parking Unit may be sold except to any owner, tenant or licensee of a Dwelling Unit in this condominium, the Corporation or the Declarant.

- d) If an accessible Parking Unit is purchased by an individual who does not require the use of such accessible Parking Unit, they shall be required to exchange ownership in the event that another individual does require the use of the accessible Parking Unit, all in accordance with the Rules of the Corporation.
- e) At the sole discretion of the Declarant, the Declarant may retain ownership of any Parking Units, if any, not sold to purchasers of Dwelling Units and may dispose of its interest in any Parking Unit retained by it in the following manner:
  - (i) by offering to lease additional Parking Units, with or without an option to purchase, to owners of Dwelling Units and tenants in actual occupation of a Dwelling Unit in this Condominium;
  - (ii) by offering to sell some or all of the additional Parking Units, following completion of all or substantially all of the Dwelling Unit sales in this Condominium, to the Corporation; or
  - (iii) by transferring some or all of the additional Parking Units to the Corporation, without consideration and at the sole discretion of the Declarant.

#### 4.3. Storage/Bicycle Lockers

- a) Storage lockers shall be used for the sole purpose of storage of personal belongings and bicycles.
- b) No storage lockers may be leased or licensed, either in writing or otherwise, except to any owner, tenant or licensee of a Dwelling Unit in this Condominium, the Corporation, or the Declarant. The term of any lease or license of a storage locker to a tenant or licensee of a dwelling 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 Dwelling 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 Dwelling Unit at any time and without notice, for the purpose of repairing the Dwelling 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 Dwelling 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 Dwelling Unit and provided that they exercise courtesy and reasonable care in conducting the activity which requires their entry into such Dwelling Unit.

- d) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any unit except as specifically provided in this Declaration or the 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 and repair or replace all components in their Dwelling 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. 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 Unit to a temperature of at least 15 degrees Celsius;
- b) keep their Parking Unit (if any) and storage/bicycles lockers clean and free of debris;
- c) be responsible for cleaning the terrace, patio or balcony to which they have sole access including cleaning the exterior of the terrace, patio and balcony door, and exterior windows which are accessible from the terrace, patio and balcony, cleaning the interior glazing of the terrace, patio and balcony railing, and the removal of snow and ice from the terrace, patio and balcony if required for safety reasons;
- d) maintain the interior surface of doors which provide the means of ingress and egress from their Dwelling 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; and
- e) be responsible for the maintenance, repair and replacement of any fireplace and associated flues in their Dwelling Unit, if any, whether the boundaries of the fireplace and flue are within the owner's Dwelling Unit or whether they form part of the common elements.
- f) be responsible for the maintenance, repair and replacement of the in-suite heat pump system and related components (excluding those owners of Dwelling Units in Phase 2).

Owners of Dwelling Units in Phase 2 shall be responsible for the maintenance, repair and replacement of the in-suite gas furnace, and air conditioner, ERV and owned ultra-condensing indirect water heater and related components (notwithstanding that the air conditioner or other component may be located outside of the Dwelling Unit's boundaries).

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 in accordance with Article 7 of this Declaration.

### 5.3. Repairs and Maintenance by the Corporation.

- a) The Corporation shall maintain and repair the Parking Units and storage/bicycle lockers and the common elements, including the walkways and sidewalks, at its own expense. In the event repairs are required to the surface in the parking area 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.
- 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 and the exterior surface of all windows, except the windows that are accessible from the balcony, terrace and patio.
- d) The Corporation shall maintain, repair and replace the perimeter fencing surrounding the Property, if any, the wood fence, and the balcony, terrace and patio privacy screens, if any.
- e) The Corporation shall be responsible for snow removal and landscaping of the common elements, including snow removal from the walkways and sidewalks.
- f) The water plant, within the lands, is a private water system consisting of a private watermain, private water services, private fire hydrants and appurtenances and the Corporation shall be responsible for maintenance of the water plant, in perpetuity.
- g) The Corporation shall have a professional engineer conduct regular inspections of the private water system, which includes a leak detection survey, at least every (5) years, in accordance with Section 9.2 of this Declaration.

## 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. 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 paragraph 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.
  - 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 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 of 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. All payments to be made by an owner pursuant to this clause are deemed to be additional contributions toward the common expenses, and shall be referred to as a "Chargeback" and recoverable as such or by such other procedure the Corporation elects.

7.2. In accordance with the Act, as may be amended from time to time, the Board shall have the right to issue a Chargeback notice to recover costs incurred by the Corporation for which the unit owner is responsible, pursuant to the indemnity clause above, including but not limited to: (a) costs incurred by the Corporation to carry out repair and maintenance obligations which would otherwise be the responsibility of the Unit owner; and (b) certain court costs incurred by the Corporation with respect to litigation proceedings against a Unit owner.

## 8. JOINT USE AND MAINTENANCE AGREEMENT

8.1 In the event that Phase 2 is not registered as a second phase of this Corporation, a joint use and maintenance agreement (the "**Joint Use and Maintenance Agreement**") will be entered into between the owner of the Phase 2 lands, and the Corporation on behalf of the Unit owners of the Corporation, to address the joint use and maintenance of all common elements including, but not limited to, common elements such as parking, sewer systems, walkways, sidewalks, and lanes (the "**Mandatory Joint Use Elements**") as reasonably required. The Joint Use and Maintenance Agreement will confirm the rights of way and easements in favour of the parties and will define the responsibilities for the costs associated with the repair, maintenance, replacement and operation of the Joint Use Elements, which costs shall be shared between the parties, in accordance with the provisions of the Joint Use and Maintenance Agreement.

8.2 Upon execution of the Joint Use and Maintenance Agreement, the Corporation shall observe and comply (and insofar as possible, compel the observance of and/or compliance by all Unit owners, residents and their respective tenants and/or invitees) with all the terms and provisions to be contained in the Joint Use and Maintenance Agreement in addition to complying (and insofar as

possible compelling the observance of and/or compliance by all Unit owners, residents and their respective tenants and/or invitees) with all of the requirements set forth in the Act, and all of the terms and provisions set forth in this Declaration and by-laws of the Corporation.

## 9. DUTIES OF THE CORPORATION

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

- (a) to enter into, ratify and assume all registered municipal agreements as required by the City of Ottawa, and to comply with all of the covenants, conditions, restrictions, agreements, obligations, terms and provisions contained therein and/or registered against the Property, in addition to any requirements set forth in the Act, the Declaration, by-laws and rules;
- (b) comply with the easements registered against the Property as set out in Schedule "A" hereto and to provide such further documents, acknowledgements, agreements, rights and easements as may be required relating thereto;
- (c) not to interfere with the supply of (and insofar as the requisite services are supplied from the Corporation's property, to cause), heat, hydro, water, gas and all other requisite utility services to be provided to the Property, so that same are fully functional and operable during normal or customary hours of use;
- (d) to ensure that no actions or steps are taken by or on behalf of the Corporation or by any Owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property so as to enable the Declarant to construct, complete, maintain and repair the Property, and to construct, complete, maintain and repair the Phase 2 lands;
- (e) to enter into the Joint Use and Maintenance Agreement with the owner of the Phase 2 lands upon receiving notice that the owner of the Phase 2 lands does not intend to register it as a second phase of this Corporation;
- (f) to take all reasonable steps to collect from each Owner his or her proportionate share of the common expenses and to maintain and enforce the Corporation's lien arising pursuant to the provisions of Section 85 of the Act, against each Unit in respect of which the Owner has defaulted in the payment of common expenses (or has otherwise defaulted in the payment of any moneys that are, by virtue of the provisions of this Declaration, collectible or recoverable by the Corporation against such Owner in the same manner as common expenses);
- (g) to enter into, abide by and comply with, the terms and provisions of any outstanding condominium, site plan, development or similar agreements (as well as enter into any formal assumption agreement with respect thereto if required);
- (h) When the Condominium 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 Condominium 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 Condominium shall have a duty to:
  - (i) 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 Condominium (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

- (ii) 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 for bringing all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the 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 Ontario New Home Warranty Program pursuant to section 44(9) of the Act;

- (i) to enter into (or assume, as the case may be), abide by, and comply with, the terms and provisions of any restrictive covenants and outstanding agreements (and any successor or supplementary agreement(s) with respect thereto) which are (or may be) registered against the common elements of the Condominium, or which may otherwise bind the Condominium, including any and all municipal agreements, and to ensure free and unobstructed access by the Declarant to this Condominium for the purpose, inter alia, of compliance with any of the aforesaid restrictive covenants and outstanding agreements and with any by-laws, ordinances and regulations of any Governmental Authority; and
- (j) to ensure that no actions or steps are taken, nor suffer any actions or steps to be taken, by the Condominium, its employees, agents, the unit owners, or their tenants which would prohibit, limit, or restrict the Declarant's access and egress in, over, along and/or through the Condominium, or its rights to erect and maintain marketing/sales/leasing offices, signage, model suites and/or construction offices within or upon the units and/or common elements of the Condominium until the later of the completion of the sale and transfer of title to all units in this phased Condominium.

9.2 The water plant within the Condominium Lands is a private water system, including private watermain, private water services, private fire hydrants and appurtenances thereto. The Corporation shall assume all maintenance responsibilities of the water plant in perpetuity. The Corporation shall have a professional engineer conduct regular inspections of the private water system, which includes a leak detection survey, at least every (5) years, in accordance with standard City of Ottawa practices and procedures. The inspection reports shall be made available on demand for review by the City of Ottawa's Environmental Engineering Branch and/or the Fire Services Branch. As part of the Corporation's ongoing maintenance responsibility for the private system, repairs to the system must be completed immediately to correct any deficiencies, which contribute to water loss or leakage within the private water system.

9.3 The Corporation shall be responsible, in perpetuity, for the maintenance of the private watermain and private service providing water to the units and building. The Corporation shall ensure that each unit owner agrees that they are responsible for the payment to the appropriate authority for the water supplied to their unit together with any other surcharges that are legally imposed upon the charges for such water. In the event of non-payment of the charges for water by the Corporation and/or any other surcharge upon the water charge, the Corporation shall agree that the City of Ottawa may, at its sole discretion, shut-off the supply of water at the private service post. The Corporation acknowledges and agrees that such termination of supply for non-payment may result in the Condominium being denied the supply of water by the City of Ottawa. The City of Ottawa shall give the Corporation's property managers thirty (30) days' notice of the proposed shut-off of the supply of water in accordance with subsection 81(3) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended. Any termination of supply of water pursuant to this Section 9.3 will remain in effect until the City of Ottawa has been paid for all water charges and/or surcharges that are due and payable.

- 9.4 **Encroachment.** A portion of the eaves of the converted building located on the Phase 2 lands encroaches upon part of the Condominium Lands. Until such time as the Phase 2 lands are registered as a second phase to this Condominium, the Condominium shall grant access to the owners of the Phase 2 lands in order to maintain, repair and replace the eaves and the exterior wall of the converted building located on the Phase 2 lands. The Condominium further acknowledges that in the event that the Phase 2 lands are not registered as a second phase, the eaves may encroach permanently and the Condominium shall continue to provide such access as reasonably required for maintenance, repair and replacement.

## 10. SPECIAL PROVISIONS

- 10.1 Owners are advised of the following special provisions:

- (a) Sound levels in Units due to increased road traffic will occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the City of Ottawa's and the Ministry of the Environment and Climate Change's noise criteria. Central air conditioning within the building will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa's and the Ministry of the Environment and Climate Change's noise criteria.
- (b) Owners and the Corporation are bound by the provisions of the Site Plan Agreement registered on title as Instrument No. OC1770641 and Covenants Agreement registered on title as Instrument No. OC1770650, relating to warning clauses in respect of flooding in below grade parking, noise warning clauses and the requirements for air conditioning.

## 11. GENERAL MATTERS AND ADMINISTRATION

- 11.1. **Units Subject to the Act, Declaration, By-laws, Joint Use and Maintenance Agreement (if applicable) and 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, and a Joint Use and Maintenance Agreement with the owner of the Phase 2 lands in the future if applicable.

The acceptance of a transfer/deed of land, or the entering into a lease, or the entering into occupancy of any Dwelling 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.

- 11.2. **Invalidity.** Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event all the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.
- 11.3. **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.
- 11.4. **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.

- 11.5. 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 and Province of Ontario, this 5<sup>th</sup> day of June, 2017.

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

**2 THE PARKWAY INC.**

  
 Per: Ken Hoppner  
 Title: Vice President

I have authority to bind the Corporation.

**SCHEDULE "A"**  
**LEGAL DESCRIPTION**

Part of PIN 04513-0448

Part of Lot 3, Concession 3, March, being Parts 2 and 3 on Plan 4R-30198, City of Ottawa

SUBJECT TO an easement in gross in favour of the City of Ottawa as in OC1881577

SUBJECT TO an easement in favour of Enbridge Gas Distribution Inc. as in OC1744497

SUBJECT TO an easement in favour of Rogers Communications Inc. as in OC1766701

SUBJECT TO an easement in favour of Bell Canada as in OC1877649

SUBJECT TO an easement in gross in favour of Hydro Ottawa Limited as in OC1877668

**RESERVING** an easement over Part of PIN 04513-0448 being Part of Lot 3, Concession 3, March, designated as Parts 2 and 3, Plan 4R-30198, City of Ottawa in favour of Part of PIN 04513-0448 being Part of Lot 3, Concession 3, March, designated as Part 1, Plan 4R-30198, City of Ottawa for all purposes required in connection with the construction of units on Part of PIN 04513-0448 being Part of Lot 3, Concession 3, March, designated as Part 1, Plan 4R-30198, City of Ottawa.

**TOGETHER WITH** an easement over Part of PIN 04513-0448 being Part of Lot 3, Concession 3, March, designated as Part 1, Plan 4R-30198, City of Ottawa in favour of Part of PIN 04513-0448 being Part of Lot 3, Concession 3, March, designated as Parts 2 and 3, Plan 4R-30198, City of Ottawa for all other purposes required in connection with the completion of units on Part of PIN 04513-0448 being Part of Lot 3, Concession 3, March, designated as Parts 2 and 3, Plan 4R-30198, City of Ottawa.

**RESERVING** an easement and right-of-way over Part of PIN 04513-0448 being Part of Lot 3, Concession 3, March, designated as Part 2 on Plan 4R-30198, City of Ottawa in favour of the owners from time to time of Part of Lot 3, Concession 3, March, designated as Part 1 on Plan 4R-30198, City of Ottawa (being part of PIN 04513-0448) for access to and use of visitors parking spaces located at grade on Part of Lot 3, Concession 3, March, designated as Part 2 on Plan 4R-30198, City of Ottawa (being part of PIN 04513-0448).

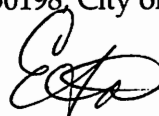
**RESERVING** an easement and right-of-way over Part of PIN 04513-0448, being Part of Lot 3, Concession 3, March, designated as Part 2 on Plan 4R-30198, City of Ottawa in favour of the owners from time to time of Part of Lot 3, Concession 3, March, designated as Part 1 on Plan 4R-30198, City of Ottawa (being part of PIN 04513-0448) for the purpose of pedestrian and vehicular access over Part of Lot 3, Concession 3, March, designated as Part 2 on Plan 4R-30198, City of Ottawa (being part of PIN 04513-0448) to and from the roadway known as The Parkway.

Hereinafter referred to as the "Condominium Lands"

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, the Declarant is the registered owner of the land and appurtenant interests thereto and the following is the legal description of the servient lands:

Part of PIN 04513-0448

Part of Lot 3, Concession 3, March, being Part 1 on Plan 4R-30198, City of Ottawa




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Elizabeth A. Maiden, Solicitor

# CONSENT (SCHEDULE "B") TO DECLARATION)

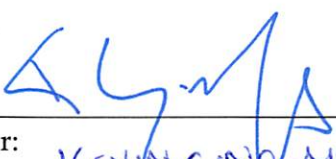
(Under clause 7(2)(b) of the *Condominium Act, 1998*)

*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 OC1512877 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 12 day of May, 2017.

2385522 ONTARIO LIMITED

  
 Per: \_\_\_\_\_  
 Name: KEVIN C INGHAM  
 Vice President

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, 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 OC1752141 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 15 day of May, 2017.

THE BANK OF NOVA SCOTIA



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

Per:  
 Name:

I/We have authority to bind the Bank



# CONSENT (SCHEDULE "B") TO DECLARATION)


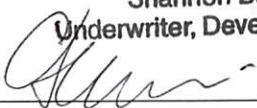
(Under clause 7(2)(b) of the *Condominium Act, 1998*)

*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 OC1752273 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 12 day of May, 2017.

## TRISURA GUARANTEE INSURANCE COMPANY

  
 Per: Shannon Buckley  
 Name: Underwriter, Developer Surety  
  
 Per: Chris Sekine  
 Name: Senior Vice President

I/We have authority to bind the  
Corporation

CONSENT (SCHEDULE "B") TO DECLARATION)

(SERVIENT LANDS)

*Condominium Act, 1998*

1. We, 2385522 Ontario Limited, have a mortgage registered against land owned by the Declarant that is included in the Property but not included in a phase, including the buildings and structures on the land, and registered as Number OC1512877 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 are entitled by law to grant this consent and postponement.

DATED this 12 day of May, 2017.

2385522 ONTARIO LIMITED



Per: \_\_\_\_\_  
Name: KEVIN CINK-MARS  
Vice President

I have authority to bind the Corporation

CONSENT (SCHEDULE "B") TO DECLARATION)

(SERVIENT LANDS)

*Condominium Act, 1998*

- 1. We, The Bank of Nova Scotia, have a mortgage registered against land owned by the Declarant that is included in the Property but not included in a phase, including the buildings and structures on the land, and registered as Number OC1752141 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 are entitled by law to grant this consent and postponement.

DATED this 15 day of May, 2017.

THE BANK OF NOVA SCOTIA



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

Per:  
Name:

I/We have authority to bind the Bank

**CONSENT (SCHEDULE "B") TO DECLARATION)**


**(SERVIENT LANDS)**

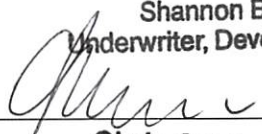
*Condominium Act, 1998*

1. We, Trisura Guarantee Insurance Company, have a mortgage registered against land owned by the Declarant that is included in the Property but not included in a phase, including the buildings and structures on the land, and registered as Number OC1752273 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 are entitled by law to grant this consent and postponement.

DATED this 12 day of May, 2017.

**TRISURA GUARANTEE INSURANCE  
COMPANY**

  
 Per: \_\_\_\_\_  
 Name: **Shannon Buckley**  
           **Underwriter, Developer Surety**

  
 Per: \_\_\_\_\_  
 Name: **Chris Sekine**  
           **Senior Vice President**

I/We have authority to bind the  
Corporation

**SCHEDULE 'C'**  
**BOUNDARIES of UNITS**

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Each Unit shall comprise the area within the bold lines shown on PART 1, SHEETS 2 to 7 (both inclusive) 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 to 7 (both inclusive) 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 the Units on Levels 1 to 7, where applicable, are:-**

1. The backside surface of gypsum board, plywood or cement board sheeting, as the case may be, of the exterior walls of the Unit and of the boundary walls dividing the Unit from other Units and from Common Elements.
2. The unitside surface of window glass and the unfinished unitside surface of window sash and frame.
3. The unfinished unitside surface of the doors leading out of the Unit, in the closed position and, where applicable, the unitside surface of glass in said doors.
4. The unfinished unitside surface of door frames of doors leading out of the Unit.
5. The finished surface of exposed concrete column.

**B. The VERTICAL boundaries of Units 1 to 66 (both inclusive), Level A are:**

1. The finished face of concrete wall, concrete column or concrete block wall and, where applicable, it's projection .
2. The vertical planes established and controlled by distances shown on PART 1, Sheet 7 of the description.

**C. The HORIZONTAL boundaries of the Units on Levels 1 to 7, both inclusive, and Level A are:**

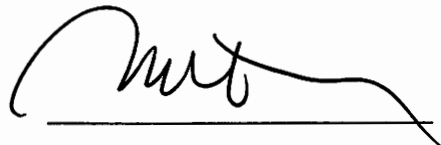
- I) Upper: The lower finished surface of concrete slab above the Unit and it's projection, where applicable and/or the vertical step in said surface where applicable.
- II) Lower: - The upper finished surface of the concrete slab below the Unit and it's projection, where applicable and/or the vertical step in said surface where applicable.

Where applicable, the said surfaces are projected across openings for pipes, wires and vents and across fireplace openings.

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 7, both inclusive, of the Description.

2017/05/04

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 ELEMENTS**  
**AND COMMON EXPENSES FOR EACH UNIT**

Level	Unit	Percentage Interest in Common Interest	Percentage Contribution to Common Expenses
<b>RESIDENTIAL UNITS</b>			
1	1	2.75803%	2.75803%
1	2	3.38362%	3.38362%
1	3	1.85289%	1.85289%
1	4	1.44890%	1.44890%
2	1	1.54266%	1.54266%
2	2	2.28586%	2.28586%
2	3	1.85289%	1.85289%
2	4	2.36768%	2.36768%
2	5	1.75573%	1.75573%
2	6	2.18188%	2.18188%
2	7	1.96881%	1.96881%
3	1	1.54266%	1.54266%
3	2	2.28586%	2.28586%
3	3	1.85289%	1.85289%
3	4	2.36768%	2.36768%
3	5	1.75573%	1.75573%
3	6	2.18188%	2.18188%
3	7	1.96881%	1.96881%
4	1	1.54266%	1.54266%
4	2	2.28586%	2.28586%
4	3	1.85289%	1.85289%
4	4	2.36768%	2.36768%
4	5	1.75573%	1.75573%
4	6	2.18188%	2.18188%
4	7	1.96881%	1.96881%
5	1	1.54266%	1.54266%
5	2	2.28586%	2.28586%
5	3	1.85289%	1.85289%
5	4	2.36768%	2.36768%
5	5	1.75573%	1.75573%
5	6	2.18188%	2.18188%
5	7	1.96881%	1.96881%
6	1	1.54266%	1.54266%
6	2	3.61033%	3.61033%
6	3	2.86542%	2.86542%
6	4	1.75573%	1.75573%
6	5	2.18188%	2.18188%
6	6	1.96028%	1.96028%
7	1	2.86201%	2.86201%
7	2	2.95236%	2.95236%
7	3	2.49382%	2.49382%
7	4	2.94724%	2.94724%
A	1	0.14489%	0.14489%
A	2	0.14489%	0.14489%
A	3	0.14489%	0.14489%
A	4	0.14489%	0.14489%
A	5	0.14489%	0.14489%
A	6	0.14489%	0.14489%
A	7	0.14489%	0.14489%

Declaration  
June 2, 2017  
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A	8	0.14489%	0.14489%
A	9	0.14489%	0.14489%
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A	54	0.14489%	0.14489%
A	55	0.14489%	0.14489%
A	56	0.14489%	0.14489%
A	57	0.14489%	0.14489%
A	58	0.14489%	0.14489%
A	59	0.14489%	0.14489%
A	60	0.14489%	0.14489%
A	61	0.14489%	0.14489%
A	62	0.14490%	0.14490%
A	63	0.14490%	0.14490%
A	64	0.14490%	0.14490%

A	65	0.14490%	0.14490%
A	66	0.14490%	0.14490%
	TOTAL	100.0000%	100.0000%



## SCHEDULE E

### SPECIFICATION OF COMMON EXPENSES

Common expenses, without limiting the definition ascribed thereto, shall include the following which shall be applicable to all Dwelling Units in the Condominium:

- 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, hydro, water and gas for the common elements
  - d) Domestic water for the Dwelling Units
  - e) Air-conditioning for the common elements
  - f) Maintenance and repair of the central boiler/chiller
  - g) Hydro or gas consumed by the central boiler/chiller
  - h) Exterior window cleaning
  - i) Property management fee
  - j) Landscaping and perimeter fencing, if any, and wood fencing, maintenance and costs of equipment for the exterior common areas
  - k) Maintenance and repair of the amenity areas
  - l) Cost of furniture and equipment for use in and about the common elements and all amenity areas, including the maintenance, repair and replacement thereof
  - m) Lobby cleaning and maintenance
  - n) Snow removal throughout the common elements other than from terraces, patios and balconies
  - o) Repair and maintenance of the Parking Units
  - p) Repair and maintenance of the parking garage and all related areas, including the ramp and garage door
  - q) Repair and maintenance of the storage lockers
  - r) Elevator maintenance and telephone line for elevator
  - s) Fire alarm maintenance
  - t) Garbage/waste collection, recycling bins and associated disposal costs; and
  - u) 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 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;
- 5) the costs of all governmental inspections required to be performed;
- 6) the fees and disbursements of the insurance trustee, if any;
- 7) the cost of maintaining fidelity bonds as provided in the by-laws;
- 8) 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 the Level 1 units shall have the exclusive use of the terrace or patio area situated adjacent to such units being that portion of the common elements located by being numbered numerically, designated and preceded by the affix "T" 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 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 clause 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 the 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 designated 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 8 day of June, 2017.

Barry J. Hobin

(Name of Architect)



**CERTIFICATE OF ARCHITECT OR ENGINEER  
(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD  
CONDOMINIUM CORPORATION)**

(under clause 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 the 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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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 designated 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.

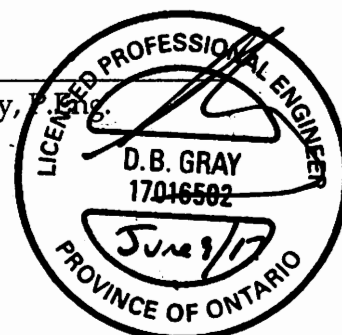
OR

☐ 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 9<sup>th</sup> day of June, 2017.

Name: Douglas B. Gray, P. Eng.  
Professional Engineer



**CERTIFICATE OF ARCHITECT OR ENGINEER  
(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD  
CONDOMINIUM CORPORATION)**

(under clause 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 the 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 designated 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 7<sup>th</sup> day of June, 2017.

Peter Paciorek  
Professional Engineer

