DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT, 1998, S.O. 1998, c. 19

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of the *Condominium Act, 1998,* S.O. 1998, c. 19, as amended and the regulations made thereunder (all of which are hereinafter referred to as the "Act") by:

570 LAURIER 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 in the Regional Municipality of Ottawa-Carleton and being more particularly described in Schedule "A" and in the description submitted herewith by the Declarant for registration in accordance with section 7 of the Act (the "property");

AND WHEREAS the Declarant has constructed one condominium building upon the property comprising one hundred and twenty-one (121) dwelling units on Levels 1 to 22 and one hundred and fifteen (115) parking units on Levels, 1, 2, A and B.

AND WHEREAS the Declarant intends that the property together with the building constructed on the property shall be a freehold standard condominium corporation 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) the "common elements" shall mean all the property (as hereinafter defined) except the units;

(c) the "common interest" shall mean the interest in the common elements appurtenant to a unit;

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

(e) "dwelling unit" shall mean Unit 28, Level 1, Units 1 to 5 inclusive on Level 2, Units 1 to 6 inclusive on Levels 3 to 16 inclusive, Units 1 to 5 inclusive on Levels 17 to 21 inclusive and Units 1 to 6 inclusive on Level 22 and comprises the space enclosed by its boundaries and all the material parts of the land or the building within this space in accordance with this Declaration and the description and to be used solely for the purposes set out in section 4.1(a) of this Declaration.

(f) "parking unit" shall mean units 6 to 15 inclusive on Level 1, Units 1 to 27 inclusive on Level 2, Units 1 to 37 inclusive on Level A and Units 1 to 41 on Level B and to be used solely for the purposes set out in section 4.1(b) of this Declaration.

(g) "property" shall mean the lands, and the interests appurtenant to the lands described in the description (and set out in Schedule "A" annexed hereto) and shall include any lands and interests appurtenant to the lands that are added to the common elements.

1.2 **Statement of Intention.** The Declarant intends that the lands and interests appurtenant to the lands described in Schedule "A" and in the description be governed by the Act, and any amendments thereto. The registration of this Declaration and the description will create a standard condominium corporation as defined in the Act.

1.3 **Consent of Encumbrancers.** The Consent of all persons having registered encumbrances against the property or interest appurtenant to the property in Schedule "A" is contained in Schedule "B" attached hereto.

1.4 **Boundaries of Units and Monuments.** The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of the units in Schedule "C" attached hereto.

1.5 **Parking Units** Each Parking Unit shall exclude all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hoses, sprinklers, lighting fixtures, air-conditioning or heating equipment appurtenant thereto which provide any service to the Common Elements or Units including all wall structures and support columns and beams as well as additional floor surfacing (membranes and coatings included) which may be located within any Parking Unit.

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 and shall contribute to the common expenses in the proportions set forth opposite each unit number in Schedule "D" attached hereto. The total of the proportions of the common interest and common expenses shall be one hundred percent (100%).

1.7 **Exclusive Use Common Elements** The owner of each dwelling unit shall have the exclusive use of those parts of the common elements shown in Schedule "F" of this declaration, subject however to each owner's use being regulated by the provisions of the Act, this declaration and the by-laws and rules of the Corporation, and subject to the rights of entry in favour of the Corporation, and its authorized agents and representatives, exercisable in accordance with the provisions of the Act and this declaration.

1.8 **Address for Service and Mailing Address**. The Corporation's address for service and mailing address shall be

201-2280 St. Laurent Boulevard
Ottawa, Ontario
K1G 4K1

or such other address as the Corporation may by by-law determine.

2. COMMON EXPENSES

2.1 **Meaning of Common Expenses** The common expenses shall be the expenses of the performance of the objects and duties of the Corporation, and any other expenses listed in Schedule "E". Any losses, costs (including legal fees on a solicitor and client basis and disbursements) or damages incurred by the Corporation by reason of a breach of the Act, declaration, by-laws and any rules and regulations of the Corporation in force from time to time, by any unit owner, or anyone for whom the owner is responsible shall also be common expenses and shall be borne and paid for by the owner, and may be recovered by the Corporation against the owner on the same terms and in the same manner as unpaid common expenses.

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

2.3 **Reserve Fund**

(a) The Corporation shall establish and maintain one or more reserve funds in accordance with the Act and shall collect from the owners, as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for the major repair and/or replacement of the common elements and assets of the Corporation, all in accordance with the provisions of the Act.

(b) No part of the reserve fund shall be used except for the purposes set out in the Act. The amount of the reserve fund shall constitute an asset of the Corporation and shall not be distributed to any owner except on termination 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.

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 shown on Part 1, Sheet of the description.

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 utilities areas, or any other parts of the common elements used for the care, maintenance or operation of the property. Provided, however, that this paragraph shall not apply to any first mortgagee holding mortgages on at least ten percent (10%) of the units who shall have a right of access for inspection upon forty-eight hours (48) notice to the Corporation.

3.4 **Bicycle Stands** The bicycle stands constructed within the common elements are for the use of the unit owners in the property for the storage of bicycles only and, upon the request of a unit owner and subject to availability, will be assigned to such unit owner by the Board.

3.5 **Substantial Change to Property.**

(a) The Corporation may by vote of members, who own six-six and two thirds percent (66 2/3%) of the units, make any substantial additions, alterations or improvements 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 addition, alteration, or improvement to, or renovation of the common elements, or may make any other 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 **Ownership, Occupation and Use.** The ownership, 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 by-laws of The Corporation of the City of Ottawa and for no other purpose whatsoever.

(b) Parking Units shall be used and occupied only for motor vehicle parking purposes, in strict accordance with the rules of the Corporation in force from time to time, and without limiting any wider definition of the term "motor vehicle" as may be imposed by the Board of Directors of the Corporation from time to time, the term "motor vehicle" shall be restricted to a private passenger motor vehicle, motorcycle, sports utility vehicle and light truck less than three-quarter (3/4) ton and shall exclude any type of commercial vehicle, truck, trailer or recreational vehicle, as well as any van, motor-home, boat and/or snowmobile (and such other vehicles as the Board of Directors of

the Corporation may wish to exclude from the property from time to time). The owner of a Parking Unit shall park no more than one motor vehicle within the boundaries of such unit. The owner of a Parking Unit shall maintain such unit in a clean and sightly condition. No owner of a parking unit shall sell, transfer, gift or otherwise dispose of same except to the Corporation, or to an owner of a dwelling unit in this condominium or to the Declarant. 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 licence 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.

(c) Each owner shall have the exclusive use of one storage locker as set forth in Schedule "F" hereto and on Part 1, Sheet of the description. The Board may, from time to time, make and pass other rules and regulations regarding the use of storage lockers.

(d) The provisions of subparagraph (a) shall not prevent the Declarant from completing the building and all improvements to the property, nor prevent the Declarant, or any mortgagee of ten percent (10%) or more of the units or insurer of such mortgagee, from taking all reasonable steps to sell its units including maintenance of a sales or construction office, models for display and sales purposes. Other than for these purposes no signs may be erected in the units or on the common elements.

(e) 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.

(f) The owner of each unit shall comply and shall require all residents, occupants and visitors to his unit to comply with the Act, this Declaration, and the by-laws, and the rules and regulations passed pursuant thereto.

(f) No owner of a unit shall lease his unit unless he causes the tenant to deliver to the Corporation an agreement signed by the tenant, to the following effect:

> "I. , covenant and agree that I, the members of my household, my guests and my invitees from time to time, will, in using the unit rented by me and the common elements, comply with the Condominium Act, the Declaration, the by-laws, and all rules and regulations of the condominium corporation, during the term of my tenancy."

(g) 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.

(h) Any owner leasing his unit shall not be relieved from any of his obligations with respect to the unit which shall be joint and several with his tenant.

(i) 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.

(j) No owner shall make any change to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except for maintenance of those parts of the common elements which he has the duty to maintain, without the consent of the Board.

(k) Notwithstanding any by-law or rule of the corporation to the contrary, the Declarant shall be entitled to erect and maintain signs, flags, displays and sales areas for marketing, rental and sales purposes including a sales and/or rental office and models for display and sales purposes relating to proposed or existing units of the property or other similar proposed or existing units belonging to the Declarant not located on the property, upon the common elements and within or outside any unsold units on the property, pursuant to the Declarant's ongoing marketing program, at such location and having such dimensions as the Declarant may determine in its sole discretion until all units of the property are sold and conveyed by the Declarant. Other than for these purposes, no signs may be erected on the common elements nor displayed within or outside any units. The Declaration, 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 Declarant and of any other similar projects of the Declarant and will have the use of a minimum of four (4) visitors' parking spaces for the exclusive use of the Declarant's staff and visitors and such further parking as the Declarant may require at a location or locations to be determined by the Declarant in its sole discretion, and may park upon any unallocated parking spaces on the property, until such time as all of the units of the property are sold and conveyed. The Declarant is entitled to use any occupied 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.

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 (k) 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 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. 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 his 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) 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. Each owner of a dwelling unit shall maintain his dwelling unit and, subject to the provisions of this Declaration and section 123 of the Act, each owner of a dwelling unit shall repair his dwelling unit after damage, all at his own expense. In addition each owner shall

(a) at all times maintain heat in his dwelling unit above the freezing temperature of water and keep their parking units clean and free of debris. In the event the owner defaults in payment of any hydro charges, the Corporation may pay same to prevent any discontinuance of service to the unit and such costs shall be charged back to the owner, deemed to be additional contributions to the common expenses and recoverable as such;

(b) maintain the interior surface of doors which provide the means of ingress and egress from his dwelling unit and maintain the interior surface of windows, notwithstanding

that such doors and windows may be part of a unit or part of the common elements. In the event any window or any door, requires repair or replacement, as a result of damage caused by the owner, the Corporation shall carry out such repair or replacement of such door or window and the cost of same shall be charged back to the owner as additional contributions towards the common expenses and shall be recoverable as such.

5.2 **Repairs by Corporation.** The Corporation shall make any repairs that an owner is obligated to make and that he does not make within a reasonable time; and in such an event, an owner shall be deemed to have consented to having repairs done to his unit 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.

5.3 **Repairs and Maintenance of Common Elements by the Corporation.** The Corporation shall repair and maintain the parking units, and the common elements at its own expense except for those parts of the common elements which are required to be maintained and operated by the owners pursuant to paragraph 5.1 hereof. In the event repairs are required to the asphalt 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.

5.4 **Maintenance of Conduits** Notwithstanding the provisions of Section 5.1 hereof the Corporation shall repair and maintain those pipes, water valves, wires, cables and conduits passing through the units to service another unit or units or the common elements. The unit owner shall repair and maintain only those pipes, water valves, wires, cables, flues and conduits appurtenant only to his or her unit and only to the extent that they lie within the unit boundaries as described in Schedule "C" attached hereto; provided that outlets and other facilities provided by a supplier of cable television services may be owned by the supplier of such service.

6. INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

6.1 **Insurance Trustee** 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, 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, which agreement shall, without limiting the generality, provide the following:

(a) the receipt by the insurance trustee of any proceeds of insurance payable to the corporation in excess of fifteen percent (15%) of the replacement cost of the property covered by the insurance policy;

(b) the holding of such proceeds of trust for those entitled thereto pursuant to the provisions of this Declaration;

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

(d) the notification by the insurance trustee to the mortgagee of any insurance monies payable by it.

In the event that the corporation is unable to enter into such agreement with such trust company, or such chartered bank by reason of their refusal to act, the corporation may enter into such agreement with such other corporation authorized to act as a trustee, as the owners may approve by by-law at a meeting called for that purpose. The corporation shall pay the fees and disbursements of any insurance trustee and any fees and disbursements shall constitute a common expense.

6.2 **Proceeds Held by Insurance Trustee** In the event that:

(a) the corporation is obligated to repair any unit under Paragraph 5.3 hereof, in accordance with the provisions of the Act, the insurance trustee, if one shall have been appointed, 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;

(b) there is no obligation by the corporation to repair any unit in accordance with the provisions of the Act and if there is termination in accordance with the Act, 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 preportions, upon registration of a notice of termination by the corporation;

(c) there is an obligation by the corporation to repair any unit or the common elements in accordance with the provisions of the Act, the insurance trustee shall hold all proceeds for the corporation and owners whose units have been damage, as their respective interests may appear, in accordance with the provisions of the insurance trust agreement in order to satisfy their respective obligations to make repairs, pursuant to the provisions of Article 5 of this Declaration and the Act.

Notwithstanding anything to the contrary herein contained, any proceeds payable by the insurance trustee to an owner, in accordance with the provisions of subclause 6.2(b) hereof, shall be subject to payment in favour of any mortgagee or mortgages to whom such loss be payable in such policy or policies of insurance and in satisfaction of the amount due under any liens registered by the corporation against such unit.

7. INSURANCE

7.1 **By the Corporation.** The Corporation shall be required to obtain and maintain, to the extent obtainable from the insurance industry, the following insurance, in one or more policies

(a) insurance against damage by all risks (including fire, extended coverage and malicious damage) and sudden and accidental breakdown of pressure machinery and electrical utility supply objects, computer, data processing and communications equipment and such other perils as the Board may from time to time deem advisable, insuring:

(i) the property, excluding the units;

(ii) personal property owned by 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 cost of such real and personal property, without deduction for depreciation, which policy may be subject to a loss deductible clause.

(b) insurance against damage by all risks (including fire, extended coverage and malicious damage) and sudden and accidental breakdown of pressure machinery and electrical utility supply objects, computer, data processing and communications equipment and such other perils as the Board may from time to time deem advisable, insuring the units, but excluding those items to be insured by the owners as set forth in subparagraph 7.2(a) hereof, in an amount equal to the full replacement cost of such units without deduction for depreciation.

Such policy or policies of insurance shall insure the interests of the Corporation and the owners from time to time, as their respective interests may appear, with mortgagee endorsements, which shall be subject to the provisions of this Declaration and the Insurance Trust Agreement; and shall contain the following provisions:

(i) that loss shall be payable to the insurance trustee, if any is appointed pursuant to the terms of Section 6.1(a);

(ii) waivers of subrogation against the Corporation, its manager, agents, employees and servants and owners, and any member of the household, or guests of any owner or occupant of a unit, except for arson and fraud vehicle impact, vandalism or malicious mischief;

(iii) that such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days prior written notice to all parties whose interests appear thereon, and to the Insurance Trustee;

(iv) waivers of any defense based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of a statutory condition of any insured;

(v) all policies of insurance shall provide that the same shall be primary insurance in respect of any other insurance carried by any owner;

(vi) a waiver of the insurer's option to repair, rebuild, or replace in the event that after damage the Corporation is terminated.

(vii) reasonable deductibles not exceeding 3% of the replacement cost of the insured property.

(c) public liability and property damage insurance insuring the liability of the Corporation and the owner from time to time, with limits to be determined by the Board, and without right of subrogation as against the Corporation, its manager, agents, servants and employees, and as against the owners, and any member of the household or guests or any owner or occupant of a unit;

(d) boiler machinery and equipment insurance to the extent required as the Board may from time to time deem advisable;

(e) directors and officers liability insurance without an exclusion based on or attributable to any wrongful act in procuring, effecting and maintaining insurance, or with respect to amount, form, conditions or provision of such insurance and with limits of at least $5,000,000.00;

(f) employee dishonesty insurance (form A) with the definition of "employee" to include non-compensated elected directors and officers of the corporation, having limits sufficient to cover the exposure to loss but in no event less than $100,000.00;

(g) depositor's forgery insurance with limits sufficient to cover the exposure to loss, but in no event less than $50,000.00; and

(h) insurance against the liability of the corporation resulting from a breach of duty as occupier of the common elements or land that the corporation holds as an asset.

7.2 **By the Owner.** It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, or any other insurance, if deemed necessary or desirable by any owner, may be obtained and maintained by such owner:

(a) insurance on any additions or improvements made by the owner to his dwelling unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupancy of his unit in the event of damage, which policy or policies of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees and servants, and against the other owners and any members of their household, except for vehicle impact, arson, fraud, vandalism and malicious mischief;

(b) public liability insurance covering any liability of any owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.

An improvement to a unit shall be determined by reference to a standard unit for the class of unit to which the unit belongs as provided in the Act.

7.3 General Provisions.

(a) At least every three (3) years or more often as required by legislation, or at such other time as the Board may deem advisable, and also upon the request of a mortgagee or mortgagees holding mortgages on fifty percent (50%) or more of the units, the Corporation shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be effected pursuant to sub-clause (1) of this Article 7 and the cost of such appraisal shall be a common expense.

(b) The Corporation, its Board, and its officers, shall have the exclusive right, on behalf of 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 an owner to adjust any loss to his unit.

(c) 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 paragraph (c) 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, and also to the right of any mortgagee to receive the proceeds of any insurance policy, if the property is not repaired.

(d) 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; renewal certificates or certificates of new insurance policies shall be furnished to each owner and renewal certificates or certified copies of new insurance policies to each mortgagee not later than ten (10) days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the Corporation.

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

(f) Any proceeds of insurance payable to an owner of a unit and any assets of the Corporation distributable to an owner of a unit shall be subject to the claim of any

mortgagee holding a mortgage registered on title as of the day prior to such payment or distribution.

(g) Should an owner use a unit which will result in an increase in the insurance premiums payable by the Corporation, then such owner shall be liable to pay such increase of the insurance premium. 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.

(h) Any deductible loss under the corporation's policy relating to damage to a unit shall be the responsibility of the owner of the unit and shall be added to the common expenses payable for the owner's unit. In addition, any deductible loss under the corporation's policy relating to damage to any part of the property which results from a negligent act or omission of the owner, or his or her guests, agents or occupants, shall be the responsibility of the owner and shall be added to the common expenses payable for the owner's unit.

8. INDEMNIFICATION

8.1 **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, his family or any member thereof, any other resident or occupant of his unit or any guests, invitees or licensees 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.

All payments pursuant to this clause are deemed to be additional contributions toward the common expenses and recoverable as such.

9. GENERAL MATTERS AND ADMINISTRATION

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

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

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

or effect of the remainder of this Declaration, and in such event all the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

9.3 **Waiver.** The failure to take action to enforce any 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.

9.4 **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 respect 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 his 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 his address for service by notice given to the Corporation in the manner aforesaid.

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

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

DATED AT THE CITY OF OTTAWA, Province of Ontario, this 14th day of May, 2004.

IN WITNESS WHEREOF the Declarant has hereunto executed this instrument under hand of its proper officer duly authorized in that behalf.

570 LAURIER INC.

Per: _____

Adam Thompson

I HAVE THE AUTHORITY TO BIND THE CORPORATION

SCHEDULE "A"

LEGAL DESCRIPTION

P. I. N. 04113-0157

Lot 3, Plan 2996, s/s Laurier Avenue; Lot 3, Plan 2996, n/s Gloucester Street; Part of Lot 4, Plan 2996, s/s Laurier Avenue; Part of Lot 4, Plan 2996, n/s Gloucester Street; Part 1 on 4R19276, Ottawa.

SUBJECT to an Easement in favour of Rogers Cable Inc. registered as Instrument No. OC190665.

SUBJECT to an Easement in favour of Bell Canada registered as Instrument No. OC305385.

SUBJECT to an Easement in favour of Rogers Ottawa Limited/Limitee registered as Instrument No. OC314267

SOLICITOR'S CERTIFICATE

I, Kristine F. Burton, solicitor for 570 Laurier Inc., the registered owner of the above noted property, hereby state that in my opinion, based on the parcel register and the plans and documents recorded in them, the legal description is correct, the easements described exist in law and the declarant is the registered owner of the land and appurtenant easements.

DATED at Ottawa this 18 day of May , 2004.

Kristine F. Burton

SCHEDULE "B"

CONSENT OF CHARGEE
(under clause 7(2)(b) of the *Condominium Act, 1998*)

1. **THE BANK OF NOVA SCOTIA** has a registered Charge within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered as Number OC260804 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton No. 4.

2. **THE BANK OF NOVA SCOTIA** consents to the registration of this Declaration pursuant to the Act, against the land or the interests appurtenant to the land, as the land and interests are described in the description.

3. **THE BANK OF NOVA SCOTIA** postpones the Charge and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.

4. **THE BANK OF NOVA SCOTIA** is entitled by law to grant this consent and postponement.

DATED at ~~Toronto~~ OTTAWA this 18TH day of MAY, 2004.

The Power of Attorney registered on February 2, 1989, as Instrument No. 601018 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton No. 4.

The Attorney states that to the best of the Attorney's knowledge and belief, the Power of Attorney is still in full force and effect.

The Attorney states that the Attorney at the time of execution of this instrument is the holder of the office referred to below.

THE BANK OF NOVA SCOTIA
By its Attorney

per: _____
Name: Vikalp Gujarath
Title: Senior Manager
Ottawa Real Estate Lend.

SCHEDULE "C"
UNIT BOUNDARY MONUMENTATION

The boundaries of the Units are controlled by the physical surfaces hereinafter referred to and shown on sheets 1 to 8 inclusive, Part 1 of the description and hereinafter referred to:

A. **RESIDENTIAL UNITS** applicable to Unit 28, Level 1, Units 1 to 5, Level 2 and all Units on Levels 3 to 22, both inclusive.

1. VERTICAL BOUNDARIES

The Units are limited horizontally by the following physical surfaces:

a) The backside of the visible drywall on the exterior walls, concrete or steel frame load bearing walls, steel or concrete columns, walls separating the Units from other Units and its production, where applicable.

b) The unfinished unit side surface of window frames and inner surface of the window glass in the exterior wall of the Units.

c) The unfinished unit side surface of exterior doorframes and exterior doors in the closed position, and the inner surface of any glass panels therein.

2. HORIZONTAL BOUNDARIES

The Units are limited vertically by the following physical surfaces:

a) The lower boundary is the unfinished upper surface of the poured concrete floor slab beneath the Units.

b) The upper boundary is the lower surface of the exposed poured concrete ceiling slab.

B. **PARKING UNITS** (Units 1 to 37, Level A; Units 1 to 41, Level B; Units 1 to 27, Level 1, and Units 6 to 15, Level 2 all inclusive)

1. VERTICAL BOUNDARIES

The Unit is limited horizontally by the following physical surfaces:

a) The unfinished Unit side surface of the poured concrete walls, columns and concrete block walls;

b) The vertical plane of the line & face, and production of the poured concrete columns;

c) The vertical planes of the centre line productions of the poured concrete walls and columns;

d) The vertical planes controlled by measurements from the poured concrete walls, column, and centre line of walls and columns as shown on sheets 1, 2 and 7, Part 1 of the description.

2. HORIZONTAL BOUNDARIES:

The units are limited vertically by the following physical surfaces:

a) The lower unit shall be the unfinished upper surface of the poured concrete floor slab beneath the Unit.

b) The upper limit shall be the horizontal plane perpendicularly distant 0.6 meters below the lower surface of the poured concrete ceiling slab above the unit.

RB

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY that the written description of the measurements and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1-8 of the Description.

Dated at Ottawa, this 22nd day of April, 2004

WEBSTER & SIMMONDS SURVEYING LIMITED

W. Bruce Clark
Ontario Land Surveyor

SCHEDULE "D"

Unit	Level	Contribution	Common Interest %
1	1	0.0500%	0.0523%
2	1	0.0500%	0.0523%
3	1	0.0500%	0.0610%
4	1	0.0500%	0.0610%
5	1	0.0500%	0.0610%
6	1	0.0500%	0.0610%
7	1	0.0500%	0.0523%
8	1	0.0500%	0.0523%
9	1	0.0500%	0.0523%
10	1	0.0500%	0.0523%
11	1	0.0500%	0.0523%
12	1	0.0500%	0.0523%
13	1	0.0500%	0.0523%
14	1	0.0500%	0.0610%
15	1	0.0500%	0.0610%
16	1	0.0500%	0.0610%
17	1	0.0500%	0.0610%
18	1	0.0500%	0.0610%
19	1	0.0500%	0.0523%
20	1	0.0500%	0.0610%
21	1	0.0500%	0.0348%
22	1	0.0500%	0.0523%
23	1	0.0500%	0.0610%
24	1	0.0500%	0.0523%
25	1	0.0500%	0.0610%
26	1	0.0500%	0.0610%
27	1	0.0500%	0.0523%
28	1	0.5882%	0.4769%
1	2	0.7149%	0.6476%
2	2	0.6697%	0.6128%
3	2	0.6697%	0.6058%
4	2	0.8643%	0.7800%
5	2	0.5882%	0.4769%
6	2	0.0500%	0.0523%
7	2	0.0500%	0.0523%
8	2	0.0500%	0.0435%
9	2	0.0500%	0.0435%
10	2	0.0500%	0.0435%
11	2	0.0500%	0.0435%
12	2	0.0500%	0.0523%
13	2	0.0500%	0.0523%
14	2	0.0500%	0.0523%
15	2	0.0500%	0.0523%
1	3	0.6968%	0.5501%
2	3	0.8643%	0.7800%
3	3	0.6697%	0.6128%
4	3	0.6697%	0.6058%
5	3	0.8643%	0.7800%
6	3	0.6968%	0.5501%
1	4	0.6968%	0.5570%
2	4	0.8643%	0.8148%
3	4	0.6697%	0.6197%
4	4	0.6697%	0.6128%
5	4	0.8643%	0.7870%
6	4	0.6968%	0.5570%
1	5	0.6968%	0.5640%
2	5	0.8643%	0.8218%

3	5	0.6697%	0.6267%
4	5	0.6697%	0.6197%
5	5	0.8643%	0.7939%
6	5	0.6968%	0.5640%
1	6	0.6968%	0.5710%
2	6	0.8643%	0.8288%
3	6	0.6697%	0.6441%
4	6	0.6697%	0.6267%
5	6	0.8643%	0.8113%
6	6	0.6968%	0.5710%
1	7	0.6968%	0.5779%
2	7	0.8643%	0.8531%
3	7	0.6697%	0.6511%
4	7	0.6697%	0.6337%
5	7	0.8643%	0.8183%
6	7	0.6968%	0.5779%
1	8	0.6968%	0.5849%
2	8	0.8643%	0.8601%
3	8	0.6697%	0.6581%
4	8	0.6697%	0.6406%
5	8	0.8643%	0.8253%
6	8	0.6968%	0.5849%
1	9	0.6968%	0.5919%
2	9	0.8643%	0.8671%
3	9	0.6697%	0.6650%
4	9	0.6697%	0.6476%
5	9	0.8643%	0.8322%
6	9	0.6968%	0.5919%
1	10	0.6968%	0.5988%
2	10	0.8643%	0.8810%
3	10	0.6697%	0.6720%
4	10	0.6697%	0.6546%
5	10	0.8643%	0.8392%
6	10	0.6968%	0.5988%
1	11	0.6968%	0.6232%
2	11	0.8643%	0.8880%
3	11	0.6697%	0.6894%
4	11	0.6697%	0.6720%
5	11	0.8643%	0.8636%
6	11	0.6968%	0.6058%
1	12	0.6968%	0.6302%
2	12	0.8643%	0.8950%
3	12	0.6697%	0.6964%
4	12	0.6697%	0.6790%
5	12	0.8643%	0.8706%
6	12	0.6968%	0.6128%
1	13	0.6968%	0.6372%
2	13	0.8643%	0.9019%
3	13	0.6697%	0.7034%
4	13	0.6697%	0.6859%
5	13	0.8643%	0.8775%
6	13	0.6968%	0.6197%
1	14	0.6968%	0.6441%
2	14	0.8643%	0.9193%
3	14	0.6697%	0.7173%
4	14	0.6697%	0.6999%
5	14	0.8643%	0.8915%
6	14	0.6968%	0.6267%
1	15	0.6968%	0.6511%
2	15	0.8643%	0.9263%
3	15	0.6697%	0.7243%
4	15	0.6697%	0.7068%
5	15	0.8643%	0.8984%
6	15	0.6968%	0.6337%

1	16	0.6968%	0.6581%
2	16	0.8643%	0.9333%
3	16	0.6697%	0.7312%
4	16	0.6697%	0.7138%
5	16	0.8643%	0.9054%
6	16	0.6968%	0.6406%
1	17	0.6968%	0.6650%
2	17	0.8643%	0.9402%
3	17	1.3394%	1.4593%
4	17	0.8643%	0.9124%
5	17	0.6968%	0.6476%
1	18	0.6968%	0.6720%
2	18	0.8643%	0.9542%
3	18	1.3394%	1.4872%
4	18	0.8643%	0.9298%
5	18	0.6968%	0.6546%
1	19	0.6968%	0.6790%
2	19	0.8643%	0.9611%
3	19	1.3394%	1.5603%
4	19	0.8643%	0.8775%
5	19	0.6968%	0.6615%
1	20	0.6968%	0.6859%
2	20	0.8643%	0.9681%
3	20	1.3394%	1.5150%
4	20	0.8643%	0.9437%
5	20	0.6968%	0.6685%
1	21	0.6968%	0.6929%
2	21	0.8643%	0.9751%
3	21	1.3394%	1.5290%
4	21	0.8643%	0.9507%
5	21	0.6968%	0.6755%
1	22	0.6968%	0.8044%
2	22	0.8643%	1.1040%
3	22	1.1312%	1.6091%
4	22	1.1312%	1.5394%
5	22	0.8643%	1.0866%
6	22	0.6968%	0.7695%
1	A	0.0500%	0.0523%
2	A	0.0500%	0.0523%
3	A	0.0500%	0.0523%
4	A	0.0500%	0.0523%
5	A	0.0500%	0.0523%
6	A	0.0500%	0.0523%
7	A	0.0500%	0.0523%
8	A	0.0500%	0.0610%
9	A	0.0500%	0.0610%
10	A	0.0500%	0.0523%
11	A	0.0500%	0.0610%
12	A	0.0500%	0.0610%
13	A	0.0500%	0.0610%
14	A	0.0500%	0.0697%
15	A	0.0500%	0.0610%
16	A	0.0500%	0.0610%
17	A	0.0500%	0.0523%
18	A	0.0500%	0.0610%
19	A	0.0500%	0.0610%
20	A	0.0500%	0.0610%
21	A	0.0500%	0.0610%
22	A	0.0500%	0.0523%
23	A	0.0500%	0.0523%
24	A	0.0500%	0.0610%
25	A	0.0500%	0.0610%
26	A	0.0500%	0.0610%
27	A	0.0500%	0.0610%

28	A	0.0500%	0.0610%
29	A	0.0500%	0.0523%
30	A	0.0500%	0.0610%
31	A	0.0500%	0.0348%
32	A	0.0500%	0.0523%
33	A	0.0500%	0.0610%
34	A	0.0500%	0.0523%
35	A	0.0500%	0.0610%
36	A	0.0500%	0.0610%
37	A	0.0500%	0.0523%
1	B	0.0500%	0.0523%
2	B	0.0500%	0.0610%
3	B	0.0500%	0.0523%
4	B	0.0500%	0.0523%
5	B	0.0500%	0.0523%
6	B	0.0500%	0.0523%
7	B	0.0500%	0.0523%
8	B	0.0500%	0.0610%
9	B	0.0500%	0.0610%
10	B	0.0500%	0.0610%
11	B	0.0500%	0.0610%
12	B	0.0500%	0.0610%
13	B	0.0500%	0.0610%
14	B	0.0500%	0.0697%
15	B	0.0500%	0.0610%
16	B	0.0500%	0.0610%
17	B	0.0500%	0.0523%
18	B	0.0500%	0.0610%
19	B	0.0500%	0.0610%
20	B	0.0500%	0.0610%
21	B	0.0500%	0.0610%
22	B	0.0500%	0.0610%
23	B	0.0500%	0.0610%
24	B	0.0500%	0.0523%
25	B	0.0500%	0.0523%
26	B	0.0500%	0.0610%
27	B	0.0500%	0.0610%
28	B	0.0500%	0.0610%
29	B	0.0500%	0.0610%
30	B	0.0500%	0.0610%
31	B	0.0500%	0.0610%
32	B	0.0500%	0.0610%
33	B	0.0500%	0.0523%
34	B	0.0500%	0.0610%
35	B	0.0500%	0.0348%
36	B	0.0500%	0.0523%
37	B	0.0500%	0.0610%
38	B	0.0500%	0.0523%
39	B	0.0500%	0.0610%
40	B	0.0500%	0.0610%
41	B	0.0500%	0.0488%
		100.000%	100.000%

The above percentages and calculations are hereby verified as totalling one hundred percent (100%).

DATED at Ottawa this 18th day of May, 2004.

Kristine F. Burton

SCHEDULE "E"

SPECIFICATION OF COMMON EXPENSES

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

(a) 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:

- maintenance materials, tools and supplies
- landscaping
- insurance premiums and all costs related to securing insurance coverage
- water and equipment in relation thereto
- waste disposal and garbage collection
- maintenance materials, tools and supplies
- snow removal throughout the common elements (other than from balconies)
- heating and cooling for the common elements and units
- hot and cold water and equipment in relation thereto for the units and common elements
- hydro for the common elements (hydro for each dwelling unit to be paid by each unit owner)

(b) shared expenses incurred with respect to the obligations incurred by the corporation with any other person, firm or corporation;

(c) remuneration payable by the corporation to any employees or independent contractors deemed necessary for the property operation and maintenance of the property.

(d) payment of any remuneration payable pursuant to any management contract which may be entered into between the corporation and a manager;

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

(f) the cost of repairing and maintaining the common elements;

(g) 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;

(h) the fees and disbursements of the insurance trustee;

(i) the cost of maintaining fidelity bonds as provided in the by-laws;

(j) the cost of borrowing money for the purpose of carrying out the objects and duties of the corporation;

(k) 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.

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SCHEDULE "F"

EXCLUSIVE USE COMMON ELEMENTS

1. The owner of each unit shall have the exclusive use of any balcony situated adjacent to such unit and to which such unit has sole and direct access.

2. The owner of Unit 28, Level 1 shall have the exclusive use of the terrace on Level 1, being that portion of the common elements situated adjacent to Unit 28, Level 1 and numbered "T" 1 as illustrated on Part 2, Sheet 1 of the description.

3. The owner of each residential unit shall have the exclusive use of a storage locker on Level A or Level B being that portion of the common elements located by being numbered numerically, designated and preceded by the affix "S" as illustrated on Part 2, Sheet 1 of the description as follows:

Unit No.	Level No.	Storage Unit No.
1	1	Level B – S40
1	2	Level A – S1
2	2	Level A – S40
3	2	Level A – S60
4	2	Level B – S9
5	2	Level B – S52
1	3	Level A – S16
2	3	Level A – S10
3	3	Level A – S41
4	3	Level B – S41
5	3	Level B – S10
6	3	Level B – S16
1	4	Level A – S17
2	4	Level A – S11
3	4	Level A – S42
4	4	Level B – S42
5	4	Level B – S11
6	4	Level B – S17
1	5	Level A – S18
2	5	Level A – S12
3	5	Level A – S43
4	5	Level B – S43
5	5	Level B – S12
6	5	Level B – S18
1	6	Level A – S19
2	6	Level A – S13
3	6	Level A – S44
4	6	Level B – S44
5	6	Level B – S13
6	6	Level B – S19
1	7	Level A – S20
2	7	Level A – S14
3	7	Level A – S45
4	7	Level B – S45
5	7	Level B – S14
6	7	Level B – S20
1	8	Level A – S21
2	8	Level A – S15
3	8	Level A – S46
4	8	Level B – S46
5	8	Level B – S15
6	8	Level B – S21
1	9	Level A – S22
2	9	Level A – S25
3	9	Level A – S47
4	9	Level B – S47
5	9	Level B – S25
6	9	Level B – S22
1	10	Level A – S23
2	10	Level A – S26
3	10	Level A – S48
4	10	Level B – S48

5	10	Level B – S26
6	10	Level B – S23
1	11	Level A – S24
2	11	Level A – S27
3	11	Level A – S49
4	11	Level B – S49
5	11	Level B – S27
6	11	Level B – S24
1	12	Level A – S30
2	12	Level A – S28
3	12	Level A – S50
4	12	Level B – S50
5	12	Level B – S28
6	12	Level B – S30
1	13	Level A – S31
2	13	Level A – S29
3	13	Level A – S51
4	13	Level B – S51
5	13	Level B – S29
6	13	Level B – S31
1	14	Level A – S32
2	14	Level A – S1
3	14	Level A – S52
4	14	Level B – S61
5	14	Level B – S1
6	14	Level B – S32
1	15	Level A – S33
2	15	Level A – S2
3	15	Level A – S53
4	15	Level B – S53
5	15	Level B – S2
6	15	Level B - S33
1	16	Level A – S34
2	16	Level A – S3
3	16	Level A – S54
4	16	Level B – S54
5	16	Level B – S3
6	16	Level B – S34
1	17	Level A – S35
2	17	Level A – S4
3	17	Level A – S59
4	17	Level B – S4
5	17	Level B – S35
1	18	Level A – S36
2	18	Level A – S5
3	18	Level A – S55
4	18	Level B – S5
5	18	Level B – S36
1	19	Level A – S37
2	19	Level A – S6
3	19	Level A – S56
4	19	Level B – S6
5	19	Level B – S37
1	20	Level A – S38
2	20	Level A – S7
3	20	Level A – S57
4	20	Level B – S7
5	20	Level B – S38
1	21	Level A – S39
2	21	Level A – S8
3	21	Level A – S58
4	21	Level B – S8
5	21	level B – S39
1	22	Level B – S55
2	22	Level B – S56
3	22	Level B – S57
4	22	Level B – S58
5	22	Level B – S59
6	22	Level B – S60

SCHEDULE "G"

CERTIFICATE OF ARCHITECT OR ENGINEER

I certify that:

[Strike out whichever is not applicable:
Each building on the property

OR

~~*[In the case of an amendment to the declaration creating a phase:*~~
~~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:

(Check which boxes are applicable)

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 with the unit.

OR

☐ There are no elevating devices as defined in the *Elevating Devices Act.* except for the 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 a respect to the provision of air conditioning.

9. ☑ All installations with respect to the provision of electricity are in place and operable.

OR

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

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 29TH day of MARCH ~~2001.~~ 2004

(signature)

ROD LAWLEY

(print name)

(Strike out whichever is not applicable:
Architect
~~Professional Engineer)~~