

January 30, 2025

BY EMAIL

15053552 CANADA INC.
c/o Mohamed El-Koury
1200-3030 boul. Le Carrefour
Laval (Québec) H7T2P5

RE : Application of Section 9(1) of the *Condominium Act* (Ontario) and Section 50 of the *Planning Act* (Ontario) concerning the grant of an easement by Ottawa-Carleton Standard Condominium Corporation No. 1064 to 15053552 Canada Inc.
Our File No.: 6712-37589

Mr. El-Koury,

You have mandated us to render an opinion regarding the application of certain sections of the *Condominium Act* (Ontario) and the *Planning Act* (Ontario) as they concern the granting of an easement by Ottawa-Carleton Standard Condominium Corporation No. 1064 to 15053552 Canada Inc.

As we understand, in connection with the development of 15053552 Canada Inc.'s property located at 788 March Road, Ottawa (being PIN 04517-2005 (LT)) (the "**15053552 Property**") Ottawa-Carleton Standard Condominium Corporation No. 1064 has agreed to grant an easement for purposes related to sanitary sewers in favour of the 15053552 Property on a portion of the common elements lands for which Ottawa-Carleton Standard Condominium Corporation No. 1064 is responsible for the management and administration. The question at hand is whether the *Planning Act* (Ontario) prevents the granting of said easement without a consent from the local planning authority, or whether certain exceptions or exemptions in the *Condominium Act* (Ontario) or the *Planning Act* (Ontario) may apply.

I. QUESTIONS AT LAW

This letter is aimed at answering the following question which you have submitted to us:

1. Does Section 9(1) of the *Condominium Act* (Ontario) except the grant of grant of an easement by Ottawa-Carleton Standard Condominium Corporation No. 1064 to 15053552 Canada Inc. from the subdivision of land rules under Section 50 of the *Planning Act* (Ontario)?
2. Do any of the exceptions under Section 50 of the *Planning Act* apply to the grant of grant of an easement by Ottawa-Carleton Standard Condominium Corporation No. 1064 to 15053552 Canada Inc.?

II. EXAMINATION OF DOCUMENTS

1. *Condominium Act*, 1998, S.O. 1998, c. 19 (the "**Condo Act**");
2. *Planning Act*, R.S.O. 1990, c. P.13 (the "**Planning Act**");



3. A draft reference plan prepared by Shawn Leroux of J.D. Barnes Limited dated December 10, 2024 (the “R-Plan”), a copy of which is attached hereto at Schedule “A”.

III. ASSUMPTIONS

For the purposes of the opinions expressed below, we have assumed, without independent investigation or inquiry, that:

1. Ottawa-Carleton Standard Condominium Corporation No. 1064 is a “freehold condominium corporation” as such term is defined under the Condo Act and is therefore subject to, and benefits from, all of the rights of obligations of such Act.

IV. LAW

This letter and the opinions set forth herein are based, *inter alia*, on the application of the provisions of law reproduced in this Subsection (emphasis added):

1. Section 9(1) of the Condo Act:

9 (1) Section 50 of the *Planning Act* does not apply in respect of,

(a) dealings with whole units and common interests; or

(b) easements transferred by or reserved to the corporation. 1998, c. 19, s. 9 (1).

2. Section 50(3) of the *Planning Act*:

50(3) No person shall convey land by way of a deed or transfer, or grant, assign or exercise a power of appointment with respect to land, or mortgage or charge land, or enter into an agreement of sale and purchase of land or enter into any agreement that has the effect of granting the use of or right in land directly or by entitlement to renewal for a period of twenty-one years or more unless,

(a) the land is described in accordance with and is within a registered plan of subdivision;

(a.1) the land is the whole of a parcel of land that was previously owned by, or abutted land previously owned by, joint tenants and the ownership would have, but for this clause, merged in the person as a result of the death of one of the joint tenants;

(b) the person does not retain the fee or the equity of redemption in, or a power or right to grant, assign or exercise a power of appointment in respect of, any land abutting the land that is being conveyed or otherwise dealt with other than,

(i) land that is the whole of one or more lots or blocks within one or more registered plans of subdivision,

(ii) land that is within a registered description under the *Condominium Act, 1998*, or

(iii) land that is the identical parcel of land that was previously conveyed by way of a deed or transfer with a consent given under section 53 or was mortgaged or charged with a consent given under section 53, either of which consent was given on or after March 31, 1979 and did not stipulate that this subsection or subsection (5) applies to any subsequent conveyance or other transaction;

(b.1) the land is being leased for a period of not less than 21 years and not more than 99 years, for the purpose of constructing or erecting a building or project that will contain affordable housing units;



- (c) the land or any use of or right therein is being acquired or disposed of by Her Majesty in right of Canada, Her Majesty in right of Ontario or by any municipality;
- (d) the land or any use of or right therein is being acquired for the purpose of an electricity distribution line, electricity transmission line or hydrocarbon line within the meaning of Part VI of the Ontario Energy Board Act, 1998 and in respect of which the person acquiring the land or any use of or right therein has made a declaration that it is being acquired for such purpose, which shall be conclusive evidence that it is being acquired for such purpose;
 - (d.1) the land,
 - (i) is located within a site plan control area designated under subsection 41 (2) of this Act or subsection 114 (2) of the *City of Toronto Act, 2006*, and for which plans or drawings have been approved under subsection 41 (4) of this Act or subsection 114 (5) of the *City of Toronto Act, 2006*, as the case may be, and
 - (ii) is being leased for the purpose of a land lease community home, as defined in subsection 46 (1) of this Act, for a period of not less than 21 years and not more than 49 years;
- (e) the land or any use of or right therein is being acquired for the purposes of flood control, erosion control, bank stabilization, shoreline management works or the preservation of environmentally sensitive lands and an officer of the conservation authority acquiring the land or any use of or right therein has made a declaration that it is being acquired for any of such purposes, which shall be conclusive evidence that it is being acquired for such purpose;
- (f) a consent is given to convey, mortgage or charge the land, or grant, assign or exercise a power of appointment in respect of the land or enter into an agreement in respect of the land;
- (g) the land or any use of or right therein was acquired for the purpose of an electricity distribution line, electricity transmission line or hydrocarbon line within the meaning of Part VI of the Ontario Energy Board Act, 1998 and is being disposed of to the person from whom it was acquired or to that person's successor in title, provided the person to whom it is being disposed of holds the fee or the equity of redemption in, or a power or right to grant, assign or exercise a power of appointment in respect of, land abutting the land being disposed of; or
- (h) the only use of or right in land that is granted is an easement or covenant under the Conservation Land Act.

V. ANALYSIS AND OPINION

Under Section 50(3) of the *Planning Act*, all conveyances of land or the granting of interests in land (such as an easement) are prohibited unless one of the enumerated exceptions under subsection 50(3)(a)-(h) or other legislation apply.

Turning first to the *Condo Act*, Section 9(1) of said Act clearly states that Section 50 of the *Planning Act* does not apply in respect of, *inter alia*, easements transferred by or reserved to the corporation. Applying this section to the facts set forth in this letter, the rights being transferred are limited solely to an easement for sanitary sewer purposes and the transferee is Ottawa-Carleton Standard Condominium Corporation No. 1064, a corporation existing under, and subject to, the *Condo Act*. Accordingly, we are of the opinion that the grant of an easement from Ottawa-Carleton Standard Condominium Corporation No. 1064 to 15053552 Canada Inc. falls within the exception set out in Section 9(1) of the *Condo Act*, the subdivision control rules of Section 50 of the *Planning Act* do not apply, and the easement described herein can be transferred without obtaining a consent from the local planning authority.



Turning secondly to the *Planning Act* itself, as listed above, one the exceptions to the general prohibitions set out in Section 50 of the *Planning Act* is subsection 50(3)(b)(ii) which permits the conveyance of land or an interest in land when the grantor retains an interest in abutting land provided that the said abutting land is within a registered description under the *Condo Act*.

In this case, the registered description (being the legal document that outlines the details of a condominium property and includes the boundaries of each individual unit and the common elements) for Ottawa-Carleton Standard Condominium Corporation No. 1064 is set out in two instruments registered on title: (1) Standard Condominium Plan, registered as instrument no. OCCP1064 on December 10, 2022 (attached hereto at Schedule “B”) and (2) Condominium Declaration registered as instrument no. OC2292006 on December 10, 2022 (attached hereto at Schedule “C”).

In comparing the R-Plan against the metes and bounds of the individual units and common elements of Ottawa-Carleton Standard Condominium Corporation No. 1064 set out in the aforementioned instruments, it is clear that the proposed easement lands, depicted as Part 1 on the R-Plan (the “**Easement Lands**”), fall within the common elements portion of the Ottawa-Carleton Standard Condominium Corporation No. 1064 lands. Accordingly, as Ottawa-Carleton Standard Condominium Corporation No. 1064 is the party granting the easement to 15053552 Canada Inc. and the lands which directly abut the Easement Lands are either the 15053552 Property (to which Ottawa-Carleton Standard Condominium Corporation No. 1064 has no interest), or are within a registered description under the *Condo Act*, we are again of the opinion that the grant of an easement from Ottawa-Carleton Standard Condominium Corporation No. 1064 to 15053552 Canada Inc. falls within the exception set out in subsection 50(3)(b)(ii), the subdivision control rules of Section 50 of the *Planning Act* do not apply, and the easement described herein can be transferred without obtaining a consent from the local planning authority.

VI. RELIANCE AND QUALIFICATIONS

The opinions expressed herein are based on our interpretation of applicable legislation and review of the pertinent case law. Other legal professionals, jurisdictions or individuals may have diverging opinions based on their own interpretation of the same legislation and case law. Accordingly, the opinions set forth herein may not be construed as a guarantee against future litigation that may be brought by an interested party before a competent jurisdiction.

We remain at your disposal to provide any clarifications or additional opinions that you may require.
Yours very truly,

KRB Lawyers Inc.

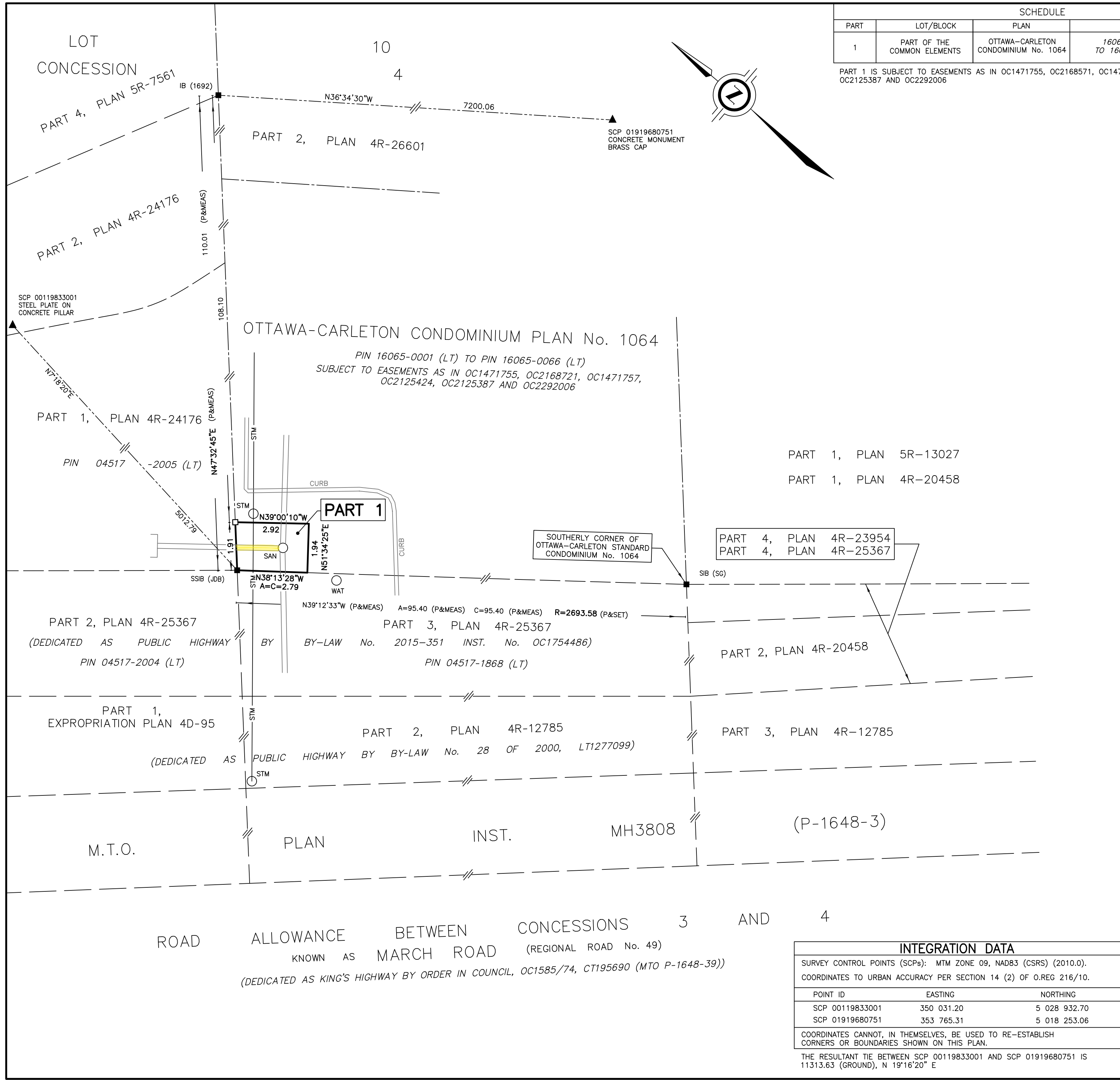
KRB LAWYERS INC.

SA/
Encls.



SCHEDULE "A"

[See Attached]



SCHEDULE				
PART	LOT/BLOCK	PLAN	PIN	AREA
1	PART OF THE COMMON ELEMENTS	OTTAWA-CARLETON CONDOMINIUM No. 1064	16065-0001 (LT) TO 16065-0066 (LT)	5.5 sq. m.

PART 1 IS SUBJECT TO EASEMENTS AS IN OC1471755, OC2168721, OC1471757, OC2125424, OC2125387 AND OC2292006

PLAN OF SURVEY OF
**PART OF THE COMMON ELEMENTS
 OF OTTAWA-CARLETON STANDARD
 CONDOMINIUM PLAN No. 1064**
 CITY OF OTTAWA



THE INTENDED PLOT SIZE OF THIS PLAN IS 610mm IN WIDTH BY 459mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:100

J.D. BARNES LIMITED
 DISTANCES AND/OR COORDINATES SHOWN ON THIS PLAN ARE IN METRIC METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

NOTES
 BEARINGS ARE MTM GRID DERIVED FROM SCP 00119833001 AND 01919680751 BY REAL TIME NETWORK (RTN) OBSERVATIONS, MTM ZONE 9, NAD83 (CSRS) (2010.0).
 DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999918.

LEGEND

■	DENOTES	SURVEY MONUMENT FOUND
□	DENOTES	SURVEY MONUMENT SET
▲	DENOTES	CONTROL MONUMENT
SIB	DENOTES	STANDARD IRON BAR
SSIB	DENOTES	SHORT STANDARD IRON BAR
IB	DENOTES	IRON BAR
MEAS	DENOTES	MEASURED
P	DENOTES	OTTAWA-CARLETON CONDOMINIUM PLAN No. 1064
JDB	DENOTES	J.D. BARNES LTD.
1692	DENOTES	FARLEY, SMITH AND DENIS SURVEYING LTD.
SG	DENOTES	STANTEC GEOMATICS
STM	DENOTES	STORM
SAN	DENOTES	SANITARY

N=NORTH E=EAST S=SOUTH W=WEST
 ALL SET SSIB AND PB MONUMENTS WERE USED DUE TO LACK OF OVERBURDEN AND/OR PROXIMITY OF UNDERGROUND UTILITIES IN ACCORDANCE WITH SECTION 11 (4) OF O.REG. 525/91.

SURVEYOR'S CERTIFICATE
 I CERTIFY THAT:
 1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
 2. THE SURVEY WAS COMPLETED ON X X, 2024

FOR REVIEW DATE _____ SHAWN LEROUX
 ONTARIO LAND SURVEYOR
 THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER XXXXXX

INTEGRATION DATA

SURVEY CONTROL POINTS (SCPs): MTM ZONE 09, NAD83 (CSRS) (2010.0). COORDINATES TO URBAN ACCURACY PER SECTION 14 (2) OF O.REG 216/10.		
POINT ID	EASTING	NORTHING
SCP 00119833001	350 031.20	5 028 932.70
SCP 01919680751	353 765.31	5 018 253.06
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.		

THE RESULTANT TIE BETWEEN SCP 00119833001 AND SCP 01919680751 IS 11313.63 (GROUND), N 19°16'20" E

J.D. BARNES LIMITED
 LAND INFORMATION SPECIALISTS
 62 STEACIE DRIVE, SUITE 103, KANATA, ON K2K 2A9
 T: (613) 731-7244 F: (613) 254-8659 www.jdbarnes.com

SURVEYING MAPPING GIS

DRAWN BY: RP CHECKED BY: SL REFERENCE NO.: 23-10-108-01
 DATED: 12/10/24

FILE: G:\23-10-108-01 Reference Plan\Drawing\RPLAN (EASEMENT)\23-10-108-01(EASEMENT).dwg



SCHEDULE "B"

[See Attached]

PARTS 1 AND 2 APPROVED AND PARTS 3 AND 4 EXEMPTED UNDER SECTION 9(3) OF THE CONDOMINIUM ACT R.S.O. 1998 AND SECTION 51 OF THE PLANNING ACT, R.S.O. 1993, THIS 4 DAY OF December 2020

PART 1 OF 4 PARTS SHEET 1 OF 2 SHEETS
Stephen Willis, General Manager

OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN No. 1064

LEVEL 1 UNITS 1 TO 36 (INCLUSIVE)
REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF OTTAWA-CARLETON (NO.4) AT 11:06 O'CLOCK ON THE 10 DAY OF December 2020.
d. mcMulle
REPRESENTATIVE FOR LAND REGISTRAR

SURVEYOR'S CERTIFICATE
I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE CONDOMINIUM ACT 1998, THE SURVEYORS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON THE 4th DAY OF NOVEMBER, 2020.
3. THE DIAGRAMS OF THE UNITS SHOWN ON THIS PLAN ARE SUBSTANTIALLY ACCURATE.
NOVEMBER 5, 2020
DATE
George Zervos
Geographic Land Surveyor

DECLARATION REGISTERED AS No. OC2292006
THIS CONDOMINIUM COMPRISES ALL OF PIN 04517-1989 (LT)

SCHEDULE OF APPURTENANT AND SERVIENT INTERESTS (Pursuant to Clauses 8 (1) (G) And (H) of the Condominium Act 1998)

SUBJECT TO (SERVIENT INTERESTS)	PART	PLAN	DESCRIBED IN	NOTES
	PART 1	4R-26601	OC1471755	
			OC2168571	
			OC1471757	
			OC2125424	
			OC2125387	
TOGETHER WITH (APPURTENANT INTERESTS)	PART 1	4R-32267	OC2168572	

PLAN OF SURVEY OF PART OF LOT 10 CONCESSION 4 GEOGRAPHIC TOWNSHIP OF MARCH CITY OF OTTAWA
SCALE 1 : 250
J.D. BARNES LIMITED
DISTANCES AND/OR COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

NOTES
BEARINGS HEREON ARE GRID BEARINGS ARE REFERRED TO THE SOUTHEASTERLY LIMIT OF PART 1, AS SHOWN ON PLAN 4R-26601, HAVING A BEARING OF N47°40'05".
DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999916.
INTEGRATION DATA
SPECIFIED CONTROL POINTS (SCPs): MTM ZONE 9, NAD83 (ORIGINAL).
COORDINATE VALUES ARE TO A URBAN ACCURACY IN ACCORDANCE WITH SECTION 14 (2) OF O.REG. 216/10.
POINT ID EASTING NORTHING
SCP 00119883001 350 031.23 5 028 933.08
SCP 00119883074 354 418.81 5 021 172.92
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.
THE RESULTANT BETWEEN SCPs 00119883074 AND 00119883001 IS 8915.39 (GROUND), N 29°22'00" W.
LEGEND
▲ DENOTES FOUND CONTROL MONUMENT
■ DENOTES SURVEY MONUMENT FOUND
□ DENOTES SURVEY MONUMENT SET
○ DENOTES STANDARD IRON BAR
PB DENOTES PLASTIC BAR
CPW DENOTES CONCRETE PIN IN WASHER
WT DENOTES WITNESS
MEAS DENOTES MEASURED
INST. DENOTES INSTRUMENT
No. DENOTES NUMBER
1692 DENOTES FARLEY, SMITH AND DENIS SURVEYING LTD.
SG DENOTES STANTEC GEOMATICS LTD.
AOG DENOTES ANNIS, O'SULLIVAN, VOLLEBECK LTD.
P1 DENOTES PLAN 4R-26601
P2 DENOTES PLAN 4R-23954
ALL SET PB MONUMENTS WERE USED DUE TO LACK OF OVERBURDEN AND/OR PROXIMITY OF UNDERGROUND UTILITIES IN ACCORDANCE WITH SECTION 11 (4) OF O.REG. 525/91.

UNIT BOUNDARY DEFINITION
① DENOTES BACKSIDE SURFACE OF DRYWALL SHEATHING ON PERIMETER WALLS
② DENOTES UNIT SIDE SURFACE OF ENTRY DOOR IN A CLOSED POSITION
③ DENOTES UNIT SIDE SURFACE OF PERIMETER WINDOW AND WINDOW FRAME IN A CLOSED POSITION
④ DENOTES UPPER SURFACE OF UNFINISHED CONCRETE FLOOR SLAB AND PRODUCTION
⑤ DENOTES UPPER SURFACE OF DRYWALL CEILING AND PRODUCTION
⑥ DENOTES UPPER SURFACE OF UNFINISHED WOODEN FLOOR ASSEMBLY AND PRODUCTION
⑦ DENOTES UPPER SURFACE OF UNFINISHED FLOOR SEPARATION FLOOR ASSEMBLY AND PRODUCTION
⑧ DENOTES LOWER SURFACE OF UNFINISHED FLOOR SEPARATION FLOOR ASSEMBLY AND PRODUCTION
⑨ DENOTES UNIT SIDE FACE OF CONCRETE FOUNDATION WALL
⑩ DENOTES HORIZONTAL PLANE CONTROLLED BY MEASUREMENTS
⑪ DENOTES VERTICAL PLANE

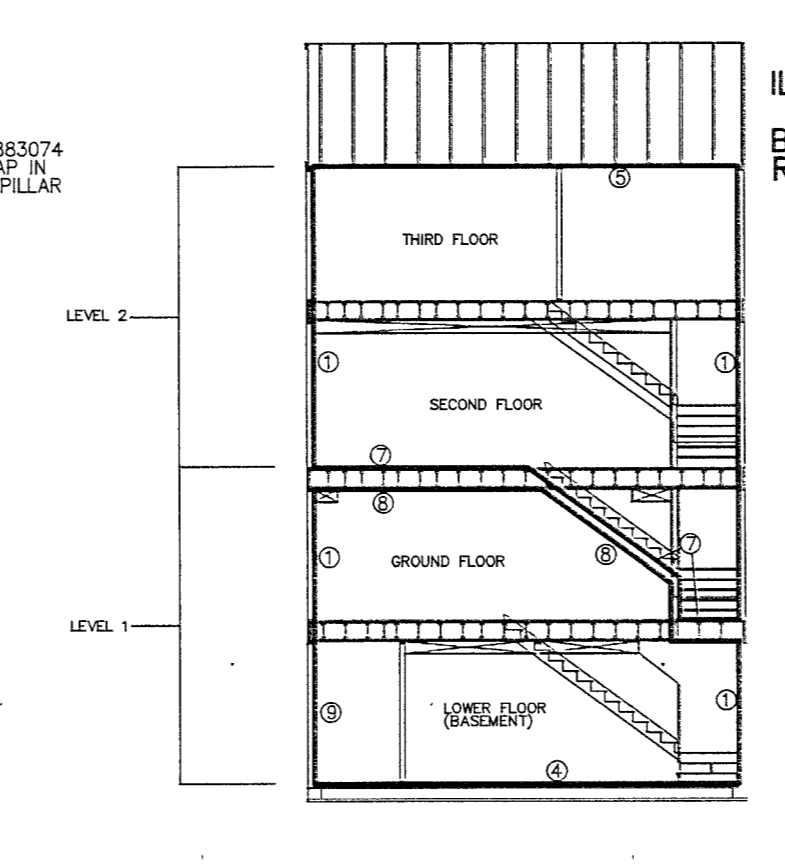
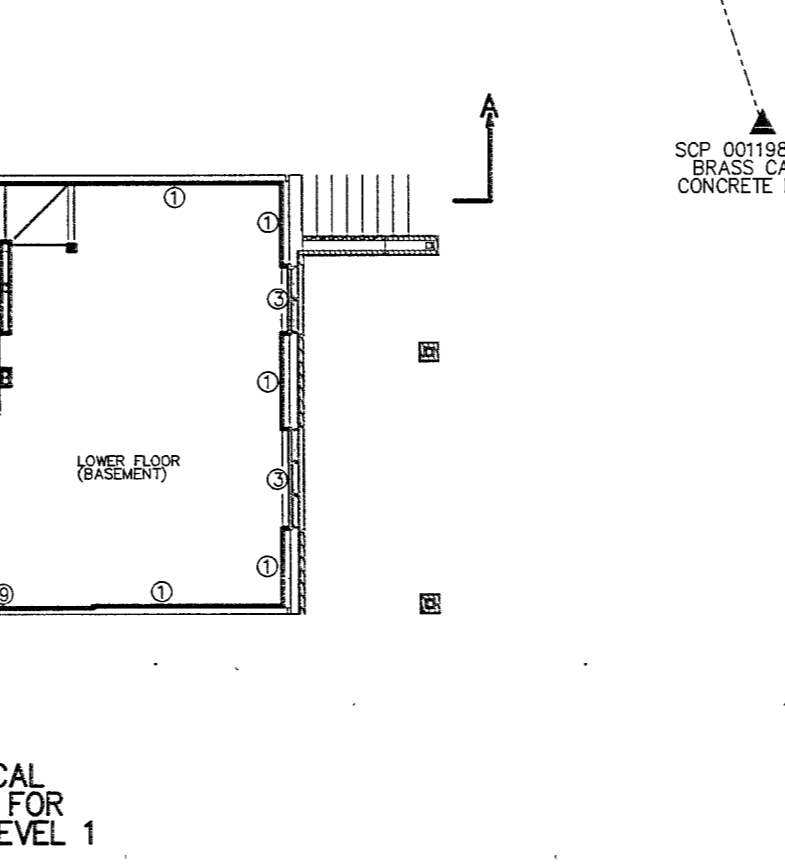
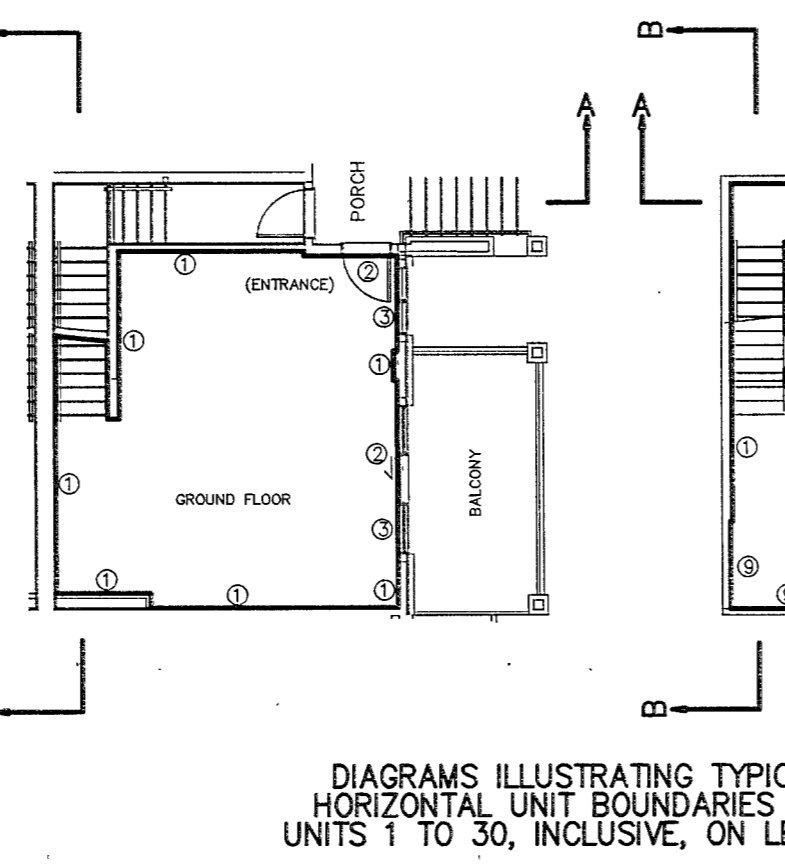
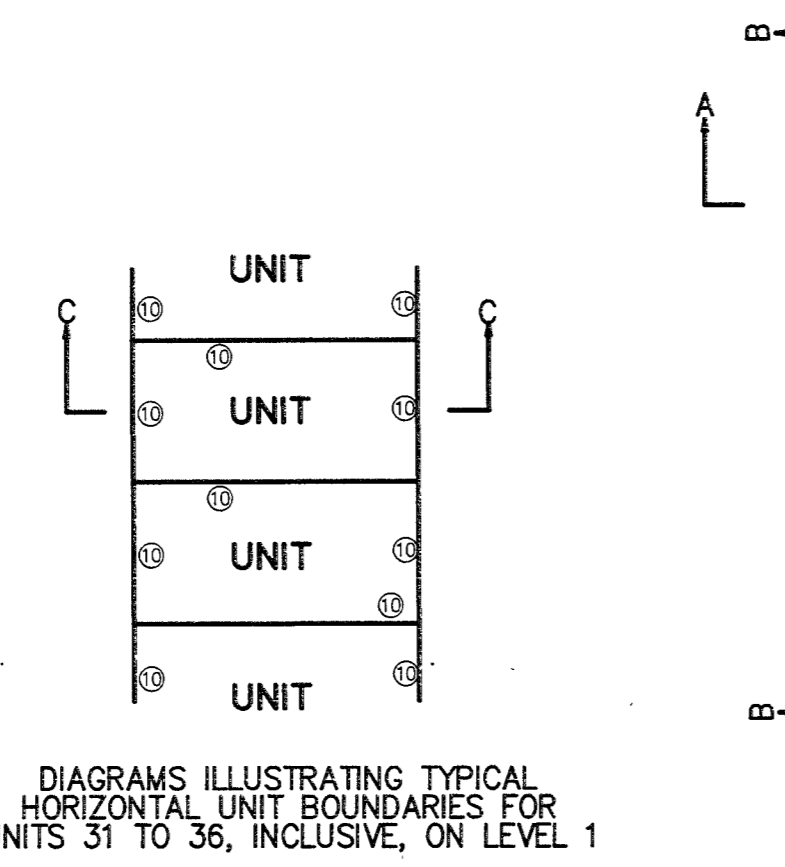
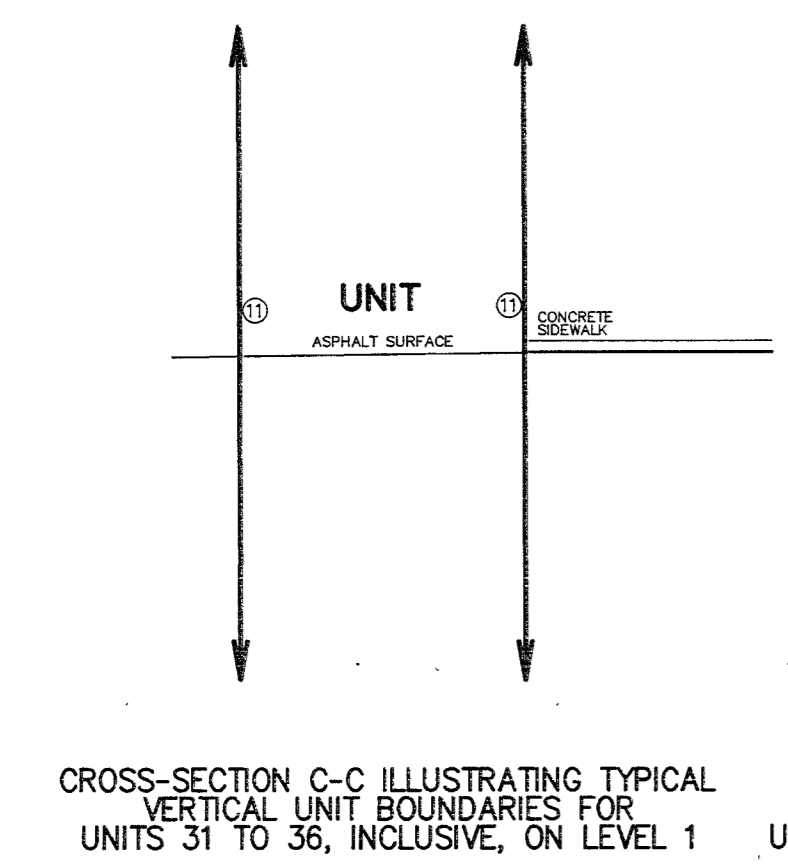
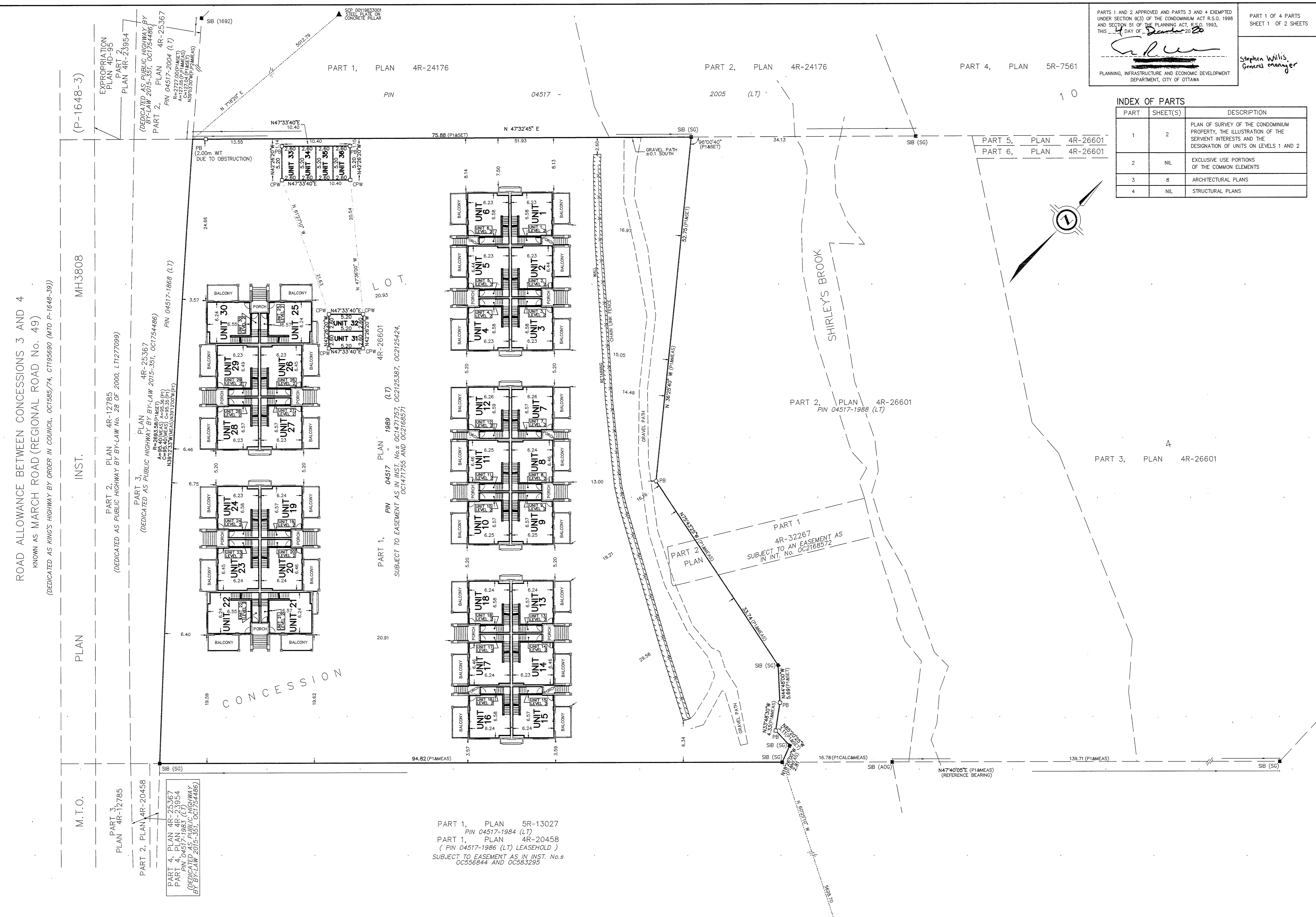
CERTIFICATE OF DECLARANT
THIS IS TO CERTIFY THAT THE PROPERTY ILLUSTRATED IN THIS PLAN HAS BEEN LAID OUT INTO UNITS AND COMMON ELEMENTS IN ACCORDANCE WITH OUR INSTRUCTIONS.
MINTO COMMUNITIES INC.
DATE NOVEMBER 27, 2020
VICE PRESIDENT - HIGH RISE CONSTRUCTION
I HAVE THE AUTHORITY TO BIND THE CORPORATION
DATE NOVEMBER 27, 2020
VICE PRESIDENT - LAND DEVELOPMENT
I HAVE THE AUTHORITY TO BIND THE CORPORATION

J.D. BARNES SURVEYING MAPPING LIMITED GIS LAND INFORMATION SPECIALISTS
6 STEELE DRIVE, SUITE 100, KANATA, ON K2A 2A9
TEL: (613) 751-7244 FAX: (613) 254-8659 www.jdbarnes.com

DRAWN BY: N.S. CHECKED BY: GZ REFERENCE NO.: 19-10-129-00
PLOTTED: 11/27/2020 DATED: 10/19/2020

INDEX OF PARTS

PART	SHEET(S)	DESCRIPTION
1	2	PLAN OF SURVEY OF THE CONDOMINIUM PROPERTY, THE ILLUSTRATION OF THE SERVIENT INTERESTS AND THE DESIGNATION OF UNITS ON LEVELS 1 AND 2
2	NIL	EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS
3	8	ARCHITECTURAL PLANS
4	NIL	STRUCTURAL PLANS



ROAD ALLOWANCE BETWEEN CONCESSIONS 3 AND 4 KNOWN AS MARCH ROAD (REGIONAL ROAD No. 49) (DEDICATED AS KINGS HIGHWAY BY ORDER IN COUNCIL, OCT15/95/74, CT195690 (MTO P-1648-39))

INST. MH3808

PLAN

M.T.O.

EXPRIORATION PLAN 4D-95 PART 2, PLAN 4R-23954 (DEDICATED AS PUBLIC HIGHWAY BY BY-LAW 2015-351, OCT15/14/86)
PART 2, PLAN 4R-25367 (DEDICATED AS PUBLIC HIGHWAY BY BY-LAW 2015-351, OCT15/14/86)
PART 2, PLAN 4R-23954 (DEDICATED AS PUBLIC HIGHWAY BY BY-LAW 2015-351, OCT15/14/86)
PART 3, PLAN 4R-12785 (DEDICATED AS PUBLIC HIGHWAY BY BY-LAW No. 28 OF 2000, LT1277099)
PART 2, PLAN 4R-20458 (DEDICATED AS PUBLIC HIGHWAY BY BY-LAW 2015-351, OCT15/14/86)
PART 4, PLAN 4R-25367 (DEDICATED AS PUBLIC HIGHWAY BY BY-LAW 2015-351, OCT15/14/86)
PART 4, PLAN 4R-23954 (DEDICATED AS PUBLIC HIGHWAY BY BY-LAW 2015-351, OCT15/14/86)
PART 4, PLAN 4R-23954 (DEDICATED AS PUBLIC HIGHWAY BY BY-LAW 2015-351, OCT15/14/86)

PART 1, PLAN 4R-24176 PIN 04517-2005 (LT)
PART 2, PLAN 4R-24176 PIN 04517-2005 (LT)
PART 4, PLAN 5R-7561
PART 5, PLAN 4R-26601 PART 6, PLAN 4R-26601
PART 2, PLAN 4R-26601 PIN 04517-1988 (LT)
PART 3, PLAN 4R-26601
PART 1, PLAN 4R-32267 SUBJECT TO AN EASEMENT AS IN INT. No. 002168572
PART 1, PLAN 5R-13027 PIN 04517-1984 (LT)
PART 1, PLAN 4R-20458 (PIN 04517-1988 (LT) LEASEHOLD)
SUBJECT TO EASEMENT AS IN INST. No. 00256844 AND 002563295

LEVEL 2
UNITS 1 TO 30 (INCLUSIVE)
REGISTERED IN THE LAND REGISTRY OFFICE FOR THE
LAND TITLE DIVISION OF OTTAWA-CARLETON (No. 4)
AT 11:28 A.M. ON THE 10th DAY OF DECEMBER, 2020.
d. macmulla
REPRESENTATIVE FOR LAND REGISTRAR

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE CONDOMINIUM ACT 1998,
THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON THE 4th DAY OF NOVEMBER, 2020.
3. THE DIAGRAMS OF THE UNITS SHOWN ON THIS PLAN ARE SUBSTANTIALLY ACCURATE.
NOVEMBER 5, 2020
DATE
George J. J. J.
GEORGE J. J. J.
Surveyor

DECLARATION REGISTERED AS No. 0c2292006

PLAN OF SURVEY OF
PART OF LOT 10
CONCESSION 4
GEOGRAPHIC TOWNSHIP OF MARCH
CITY OF OTTAWA
SCALE 1 : 250
J.D. BARNES LIMITED
METRIC DISTANCES AND/OR COORDINATES SHOWN ON THIS PLAN ARE IN
METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

J.D. BARNES LIMITED
METRIC DISTANCES AND/OR COORDINATES SHOWN ON THIS PLAN ARE IN
METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

NOTES
BEARINGS HEREON ARE GRID BEARINGS REFERRED TO THE SOUTHEASTERLY LIMIT OF
PART 1, AS SHOWN ON PLAN 4R-26601, HAVING A BEARING OF N47°40'02"E.
DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY
THE COMBINED SCALE FACTOR OF 0.999916.

INTEGRATION DATA

POINT ID	EASTING	NORTHING
SCP 00119833001	350 031.23	5 028 933.08
SCP 00119883074	354 418.81	5 021 172.92

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH
CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.
THE RESULTANT TIE BETWEEN SCP# 00119883074 AND 00119833001 IS 8915.39
(GROUND), N 29°29'00" W.

- LEGEND
- ▲ DENOTES FOUND CONTROL MONUMENT
 - DENOTES SURVEY MONUMENT FOUND
 - DENOTES SURVEY MONUMENT SET
 - STANDARD IRON BAR
 - SIB DENOTES SURVEY MONUMENT SET
 - STANDARD IRON BAR
 - PB DENOTES PLASTIC BAR
 - WITNESS
 - MEAS DENOTES MEASURED
 - INST. DENOTES INSTRUMENT
 - No. DENOTES NUMBER
 - 1692 DENOTES FARLEY, SMITH AND DENIS SURVEYING LTD.
 - SG DENOTES STANTEC SCHEMATICS LTD.
 - AAG DENOTES ANNIS, O'SULLIVAN, VOLLEBECK LTD.
 - P1 DENOTES PLAN 4R-26601
 - P2 DENOTES PLAN 4R-23954
- ALL SET PB MONUMENTS WERE USED DUE TO LACK OF OVERBURDEN
AND/OR PROXIMITY OF UNDERGROUND UTILITIES IN ACCORDANCE WITH
SECTION 11 (4) OF O.R.G. 525/91.

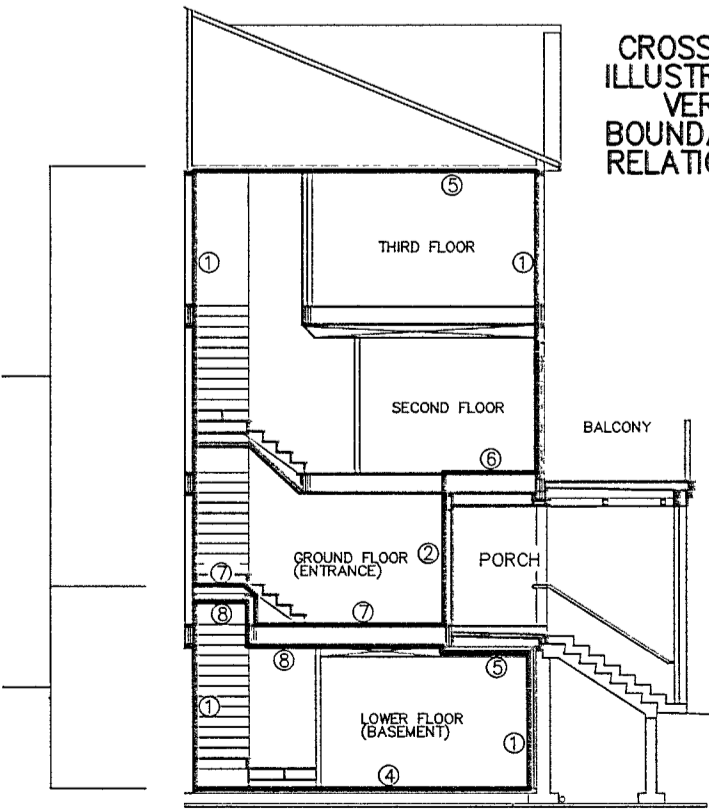
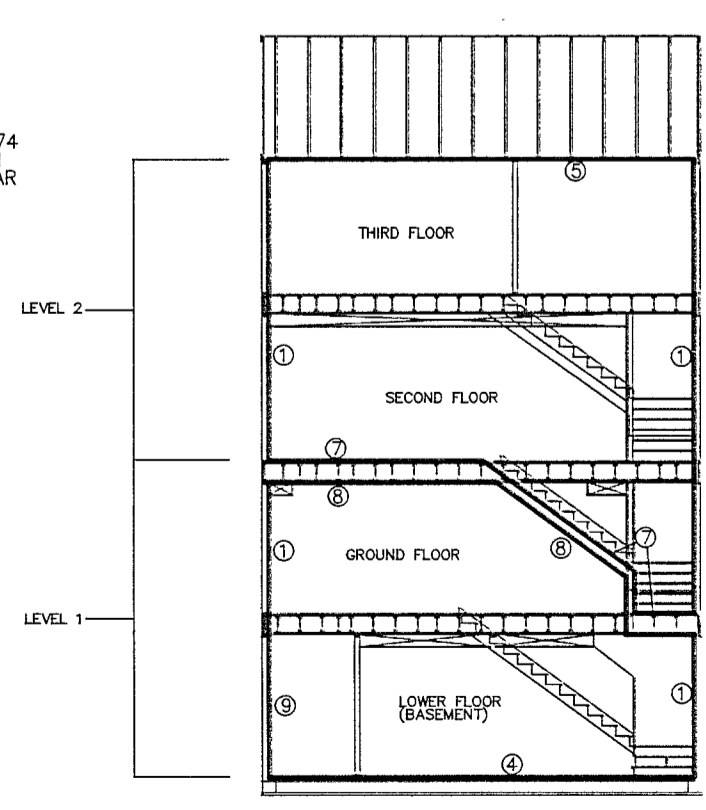
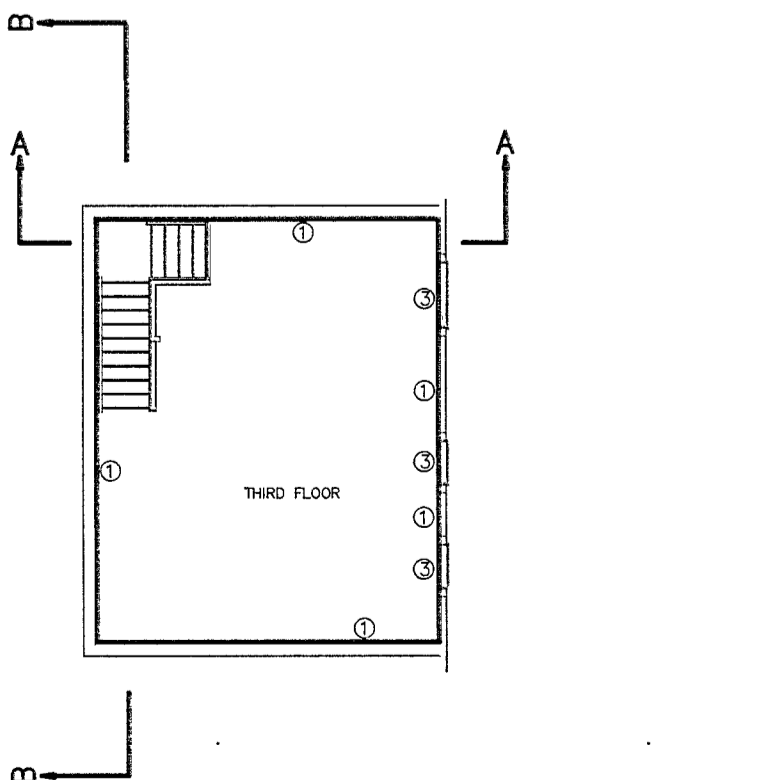
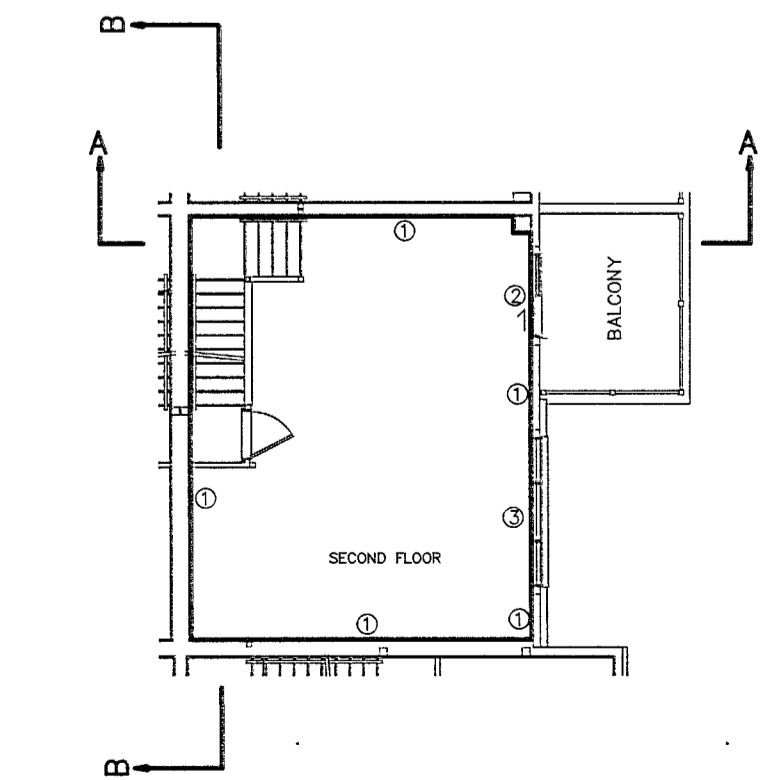
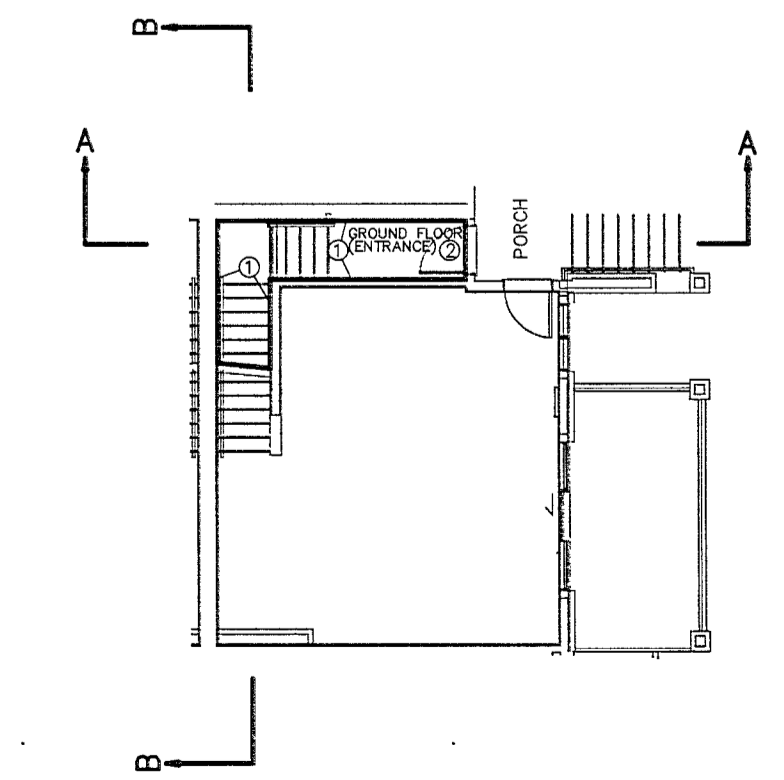
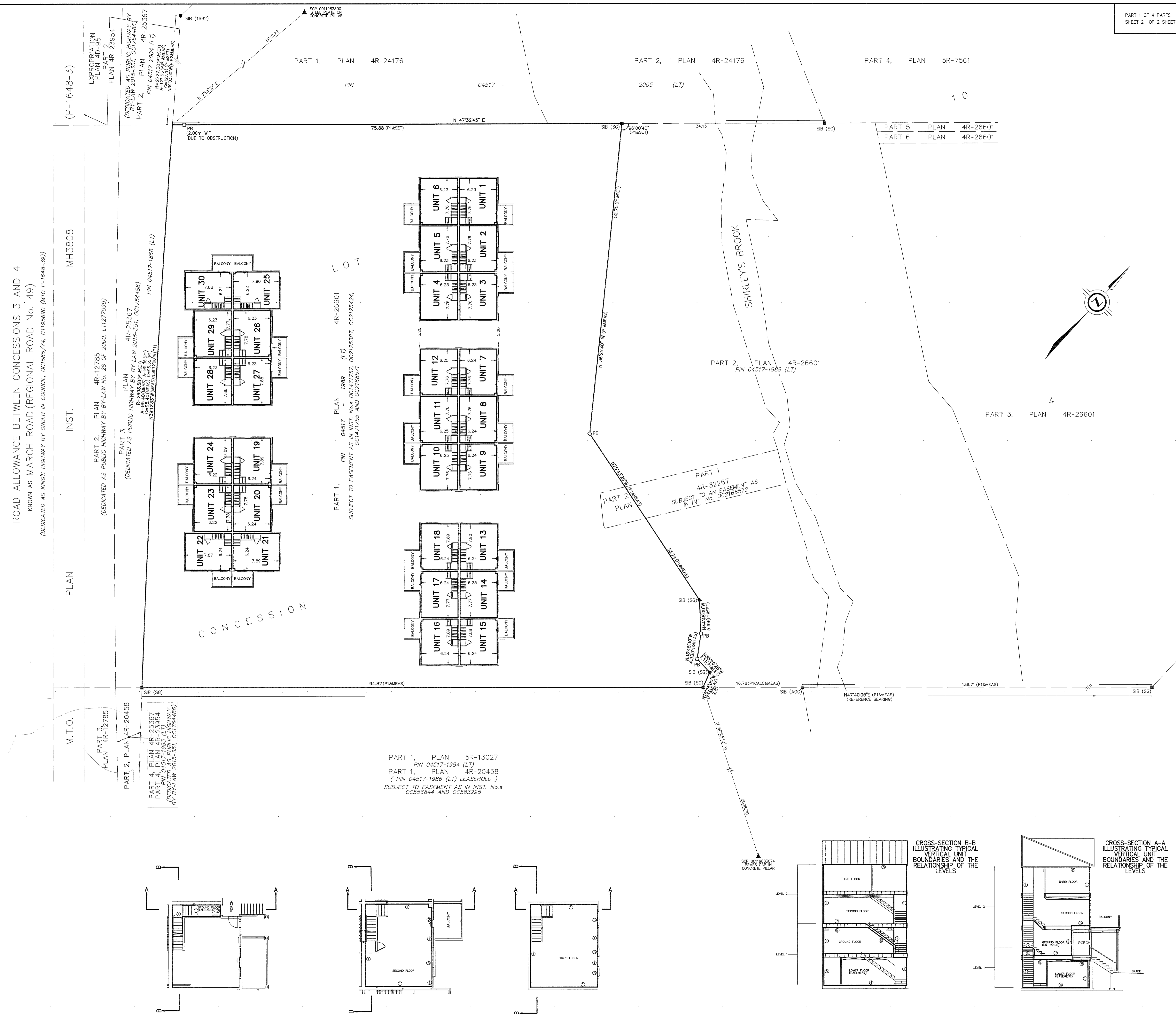
- LEGEND FOR UNIT BOUNDARIES
- ① DENOTES BACKSIDE SURFACE OF DRYWALL SHEATHING ON PERIMETER WALLS
 - ② DENOTES UNIT SIDE SURFACE OF ENTRY DOOR IN A CLOSED POSITION
 - ③ DENOTES UNIT SIDE SURFACE OF PERIMETER WINDOW AND WINDOW FRAME IN A CLOSED POSITION
 - ④ DENOTES UPPER SURFACE OF UNFINISHED CONCRETE FLOOR SLAB AND PRODUCTION
 - ⑤ DENOTES UPPER SURFACE OF DRYWALL CEILING AND PRODUCTION
 - ⑥ DENOTES UPPER SURFACE OF UNFINISHED WOODEN FLOOR ASSEMBLY AND PRODUCTION
 - ⑦ DENOTES UPPER SURFACE OF UNFINISHED FIRE SEPARATION FLOOR ASSEMBLY AND PRODUCTION
 - ⑧ DENOTES LOWER SURFACE OF UNFINISHED FIRE SEPARATION FLOOR ASSEMBLY AND PRODUCTION
 - ⑨ DENOTES UNIT SIDE FACE OF CONCRETE FOUNDATION WALL

CERTIFICATE OF DECLARANT
THIS IS TO CERTIFY THAT THE PROPERTY INCLUDED IN THIS PLAN HAS
BEEN LAID OUT INTO UNITS AND COMMON ELEMENTS IN ACCORDANCE
WITH OUR INSTRUCTIONS.
MINTO COMMUNITIES INC.

DATE NOVEMBER 27, 2020
VICE PRESIDENT - HIGH RISE CONSTRUCTION
I HAVE THE AUTHORITY TO BIND THE CORPORATION
DATE NOVEMBER 27, 2020
VICE PRESIDENT - LAND DEVELOPMENT
I HAVE THE AUTHORITY TO BIND THE CORPORATION



DRAWN BY: N.S. CHECKED BY: GZ REFERENCE NO.: 19-10-129-00
PLOTTED: 11/27/2020



DIAGRAMS ILLUSTRATING TYPICAL HORIZONTAL UNIT BOUNDARIES FOR UNITS 1 TO 30, INCLUSIVE, ON LEVEL 2

ROAD ALLOWANCE BETWEEN CONCESSIONS 3 AND 4
KNOWN AS MARCH ROAD (REGIONAL ROAD No. 49)
(DEDICATED AS KING'S HIGHWAY BY ORDER IN COUNCIL, OCT1985/74, CT195690 (MTO P-1648-39))

EXPROPRIATION
PLAN 4R-95
(PART 2, PLAN 4R-23954)
(DEDICATED AS PUBLIC HIGHWAY BY
BY-LAW 2015-351, OCT15/486)
PART 2, PLAN 4R-23954
PIN 04517-2004 (LT)
P-272720(MEAS)
OCT15/486 (P)
MINTO COMMUNITIES INC.

EXPROPRIATION
PLAN 4R-12785
(DEDICATED AS PUBLIC HIGHWAY BY BY-LAW No. 28 OF 2000, L11277099)
PART 2, PLAN 4R-12785
PIN 04517-1989 (LT)
SUBJECT TO EASEMENT AS IN INST. No.s OCT17/757, OCT21/5387, OCT21/5424,
OCT47/755 AND OCT21/68571

EXPROPRIATION
PLAN 4R-25367
(DEDICATED AS PUBLIC HIGHWAY BY BY-LAW 2015-351, OCT15/486)
PART 2, PLAN 4R-25367
PIN 04517-2004 (LT)
P-272720(MEAS)
OCT15/486 (P)
MINTO COMMUNITIES INC.

EXPROPRIATION
PLAN 4R-20458
(DEDICATED AS PUBLIC HIGHWAY BY BY-LAW 2015-351, OCT15/486)
PART 2, PLAN 4R-20458
PIN 04517-1986 (LT) LEASEHOLD)
SUBJECT TO EASEMENT AS IN INST. No.s
OCT56/844 AND OCT58/3295

EXPROPRIATION
PLAN 4R-23954
(DEDICATED AS PUBLIC HIGHWAY BY
BY-LAW 2015-351, OCT15/486)
PART 2, PLAN 4R-23954
PIN 04517-2004 (LT)
P-272720(MEAS)
OCT15/486 (P)
MINTO COMMUNITIES INC.

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(DEDICATED AS PUBLIC HIGHWAY BY
BY-LAW 2015-351, OCT15/486)
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P-272720(MEAS)
OCT15/486 (P)
MINTO COMMUNITIES INC.



SCHEDULE "C"

[See Attached]

OFFICE SCHEDULE

oc 2292006

DEC 10 2020

11:07

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



LAND REGISTRAR

DECLARATION

CONDOMINIUM ACT, 1998

OTTAWA-CARLETON STANDARD Condominium Plan No. 1064

NEW PROPERTY IDENTIFIER'S BLOCK 16065

RECENTLY : 04517-1989

DECLARANT : MINTO COMMUNITIES INC.

SOLICITOR : Elizabeth A. Maiden
Soloway Wright LLP

ADDRESS: 427 Laurier Avenue West
Suite 700
Ottawa, Ontario
K1R 7Y2

PHONE: 613-782-3230

FAX: 613-238-8507

No. OF UNITS 66

FEES : _____ \$76.15 + (\$5.00 x (number of unit) = \$406.15

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:

MINTO COMMUNITIES 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 60 dwelling units and 6 parking units which the Declarant intends to be governed by the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

1. INTRODUCTORY

- 1.1 Interpretation. Unless the context otherwise requires the terms used herein shall have ascribed to them the meaning contained in the Act. The following terms shall have the following meanings:
- (a) "Board" shall mean the board of directors of the condominium corporation;
 - (b) "Corporation" or "Condominium" means the condominium corporation created upon the registration of the Declaration and of the description under the Act;
 - (c) "Dwelling Unit(s)" means units located on Levels 1 and 2 for the purpose of residential occupancy;
 - (d) "Parking Unit(s)" means the units located on Level 1 for the purpose of parking motor vehicles and do not include those parking spaces forming part of the common elements which are allocated by the Board to each Dwelling Unit; and
 - (e) "unit" means a part or parts of the land included in the description and designated as a unit by the description, and comprises the space enclosed by its boundaries and all the material parts of the land within this space in accordance with this Declaration and the description.
- 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.
- 1.3 Consent of Encumbrancers. The consent of all persons having registered encumbrances against the Property or interest appurtenant to the Property in Schedule A is contained in Schedule B attached hereto.
- 1.4 Boundaries of Units and Monuments. The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of the units in Schedule C attached hereto. Notwithstanding anything contained herein to the contrary, the units do not include any pipes, wires, ducts or equipment relating to the provision of services to more than one unit.

1.5 Common Interests and Common Expenses. Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners and shall contribute to the common expenses in the proportions set forth opposite each unit number in Schedule D attached hereto.

1.6 Address for Service. The Corporation's address for service and mailing address shall be: c/o 180 Kent Street, Suite 200, Ottawa, Ontario, K1P 0B6 or such other address as the Corporation may determine in accordance with the provisions of the Act.

2. COMMON EXPENSES

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

2.2 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.

2.3 Metering of Utilities.

(a) Water, hydro and gas consumption are separately metered to each Dwelling Unit and, therefore, are not a common expense. Electricity and gas (if applicable) supplied to the common elements are separately metered and are a common expense. Water supplied to the common hose bibs will be supplied from various hose bibs located directly adjacent to certain Dwelling Units within the Condominium and accordingly, the Corporation shall reimburse those Dwelling Unit owners in accordance with paragraph 4.1 j) below. The location of the hose bibs shall be confirmed by resolution of the Board following registration of the Condominium.

(b) All Dwelling Units have a forced air high efficiency hydronic air handling unit and heat recovery ventilator. Some Dwelling Units have an air conditioner on the exclusive use balcony. Owners are responsible for the costs to repair, maintain and replace the in-suite heating and cooling systems regardless of whether such heating and cooling equipment is within the boundaries of the Dwelling Units or not.

(c) All Dwelling Units have a high efficiency power vented natural gas tankless water heater which is leased from a third-party company. Payments under the leases are the purchaser's responsibility from and after the date of occupancy or possession of the unit and the purchaser shall be required to execute the third-party supplier's standard form rental contract.

(d) All charges for cable, telephone and internet service to the Dwelling Unit are billed directly by the utility providers to the Dwelling Unit owners. Dwelling Unit owners are responsible for arranging these services, together with setting up the hydro, water, gas and natural gas tankless water heater accounts from and after the date of occupancy or possession of the Dwelling Unit.

3. COMMON ELEMENTS

3.1 Use of Common Elements. Subject to the provisions of the Act, this Declaration and the By-laws, and any rules passed pursuant thereto, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided. No part of the common elements may be used for

commercial or other purposes not ancillary to residential purposes. Notwithstanding this paragraph, the Corporation shall be required to ensure that no actions or steps are taken by the Corporation or by an owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property, so as to enable the Declarant to construct, complete, maintain and repair the Condominium.

- 3.2 Exclusive Use Areas. Those areas of the common elements over which certain owners have exclusive use are set out in Schedule "F" attached hereto.
- 3.3 Parking Spaces. One parking space on the common elements of the Corporation shall be allocated by the Board to each Dwelling Unit. The Board may reallocate the said parking spaces from time to time provided that in each instance the written consent is obtained from the owners of the units whose parking spaces are to be reallocated, and further, provided that notwithstanding such reallocation, each unit shall at all times have one parking space on the common elements allocated to it.
- 3.4 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, including but not limited to, the water rooms which are accessed from certain lower level units, or any other parts of the common elements used for the care, maintenance or operation of the Property.
- 3.5 Substantial Change to Property.
- (a) The Corporation may, by vote of owners who own sixty-six and two thirds percent (66 2/3%) of the units, make any substantial addition, alteration or improvement to or renovation of the common elements or make any substantial change in the assets of the Corporation in accordance with the applicable provincial and municipal legislation and other governing By-laws and rules.
 - (b) The provisions of the Act govern all other alterations, additions and improvements to or renovation of the common elements or change in the assets of the Corporation.
 - (c) The provisions of the Act govern the determination as to whether any addition, alteration or improvement to, or renovation of the common elements, or any change in the assets of the Corporation is substantial.

4. UNITS

- 4.1 Occupation and Use. The occupation and use of the Dwelling 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.
 - (b) No unit shall be occupied or used by anyone in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance referred to in this Declaration. Should the occupation or use of a unit result in an increase of premium payable by the Corporation for any policy or policies of insurance, then the owner of such unit shall be liable to the Corporation for the increased premium payable which shall be charged back to the owner as additional contributions towards common expenses and shall be recoverable as such or recoverable by any other procedure the Corporation elects.
 - (c) The owner of each unit shall comply and shall require all residents, occupants and visitors to his or her unit to comply with the Act, this Declaration, and the By-laws, and the rules passed pursuant thereto and shall deliver to any tenant

a copy of same at the time the lease of the unit is executed and/or the terms agreed.

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

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

- (e) Any owner who enters into a lease of a unit shall deliver to the Corporation, within thirty (30) days of entering into the lease or a renewal of lease, a copy of the lease or renewal or a summary of same on the form required by the Act, the name of the tenant and the address of the owner. Upon the lease being terminated, the owner shall inform the Corporation that the unit is no longer leased.
- (f) No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the owner is in default of payment of common expenses, in which case, the tenant shall deduct from the rent payable to the owner the owner's share of the common expenses and shall pay the same to the Corporation.
- (g) Any owners leasing their unit shall not be relieved from any of their obligations with respect to the unit which shall be joint and several with their tenant.
- (h) Save and except for interior decorating and minor alterations of a cosmetic nature, no owner shall make any change or alteration to the unit, including any alteration of load bearing walls or walls containing service conduits which service other units, without the written consent of the Board. Notwithstanding the foregoing, no owner shall alter the interior design or colour of any part of a Dwelling Unit, privacy fence and/or balcony where such change, alteration or decoration is normally visible from the exterior thereof. No owner shall stain or paint the privacy fence and/or balcony unless such colour is consistent with the remainder of the fences/balconies in the Condominium and the type of paint/stain and colour is approved by the Board.
- (i) Owners shall be entitled to install an individual air conditioning unit for their Dwelling Units, provided that prior to any such installation the written consent of the Board has been obtained thereto, including as to the method of installation and additional materials used therefor, and that the requirements and regulations of all public authorities and the rules of the Corporation are complied with, including regulations with respect to noise guidelines. Notwithstanding the foregoing, water-cooled central air conditioning apparatuses are prohibited on the Property.
- (j) Exterior taps and/or hose bibs located on the exterior of each building are for the use of the Board and property manager in connection with landscape maintenance and exterior cleaning and are not to be used by owners for washing vehicles, patio furnishings or otherwise. Costs associated with water from the common element exterior hose bibs will be chargeable to those Dwelling Units to which the hose bibs are attached. The Corporation will be responsible for reimbursing the owners of said Dwelling Units for such costs.
- (k) All hardwood, tiled or comparable hard floors in the Dwelling Units have been installed with sound attenuation materials. No hard flooring, including but not limited to ceramic, marble, tile, hardwood, laminate, cork or any other hard

surfaced material, are permitted on the lower level of the upper terrace Dwelling Units or the stairs leading to the upper terrace Dwelling Units unless such installation is completed with suitable sound attenuation measures as approved by the Board in order to ensure that such installation does not damage the transmission reduction properties of the existing sub-floor installed by the Declarant within each Dwelling Unit.

- (l) No owner shall make any change to an installation upon the common elements, or maintain, decorate, alter, repair or landscape any part of the common elements or the owner's exclusive use common elements, without the prior written consent of the Board and the entering into of an agreement with the Corporation if required under the Act, except for maintenance of those parts of the common elements which the owner has the duty to maintain.
- (m) 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.
- (n) 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 visitor parking spaces for the use of the Declarant's staff and visitors 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 or Parking Units on the Property, until such time as all of the units of the Property are sold and conveyed. The Declarant is entitled to use any unoccupied unit for purposes incidental to the sale, conveyance, rental or construction of the units of the Property or of any other similar projects of the Declarant.
- (o) Notwithstanding anything herein or any rule or regulation of the Corporation to the contrary, the Declarant, as well as any company affiliated with the Declarant, or other person(s) approved in writing by the Declarant, shall be irrevocably empowered without any limitation, at all times, whether for permanent or temporary occupancy, to sell, lease, rent or transfer units owned by the Declarant or such person, as the case may be, for any period and under any terms to any tenants, purchasers or transferees without the consent of any person, including the Corporation being required. It is the intent of this subparagraph that neither the Corporation nor the Board shall interfere with the construction, sale, lease, rent or transfer of such units by the Declarant. Accordingly, any rule or regulation adopted either by the Board or the Corporation which is inconsistent with the intent of this paragraph shall be null and void. The costs of any action concerning the enforcement of any rights hereunder shall be borne by the party against whom a judgment is rendered. The Declarant (and any person or affiliated company designated by the Declarant as above provided) shall at all times act fairly and reasonably in its exercise of the rights reserved by this subsection.

4.2 Parking Spaces and Parking Units

- (a) Each parking space and Parking Unit shall be used only for the parking of one (1) operable passenger motor vehicle, provided that in no instance shall any portion of any motor vehicle protrude beyond the boundaries of the parking space or Parking Unit or encroach upon any portion of the common elements or any other parking space or 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 spaces and Parking Units.
- (c) No parking space or Parking Unit may be leased or licensed, either in writing or otherwise, except to an owner, tenant or licensee of a Dwelling Unit in this Condominium, the Corporation or the Declarant. The term of any lease or license of a parking space or Parking Unit to a tenant or licensee of a Dwelling Unit shall not extend beyond the term of the tenancy or license of such Dwelling Unit.
- (d) The Declarant shall have the right, in its sole and unfettered discretion, to sell the outdoor Parking Units, at fair market value, to owners of Dwelling Units.
- (e) The Declarant may retain ownership of any Parking Units not sold to owners of Dwelling Units following completion of all or substantially all of the unit sales and may dispose of its interest in any Parking Units retained by it at its sole option in accordance with the terms of this Declaration, including:
 - (i) 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; or
 - (ii) transferring any unsold Parking Units to the Corporation for nominal consideration, and the Corporation must accept receipt of the same, or designating any Parking Units for alternate uses, provided that any such variation in use is in accordance with the requirements and by-laws of the City of Ottawa.

4.3 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. In addition, the Corporation, anyone authorized by the Board and the City of Ottawa officials shall have the right of full passage through Dwelling Units located on the ground level containing or directly adjacent to water meter(s), if any, for the purpose of reading the water meters contained therein or for completing any required maintenance or repair to the water meters.
- (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 unit, common elements or any part of the common elements or for the purpose of correcting any condition which might result in damage or loss to the Property, including without limiting the generality of the foregoing, to access, maintain, repair or replace the shut off valves and common pipes providing water service for the benefit of more than one unit and/or the common elements. The Corporation or any one authorized by it may determine whether an emergency exists.

- (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 unit and, secondly, 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 whatsoever for the care or supervision of any unit, except as specifically provided in this Declaration or the By-laws.

5. MAINTENANCE AND REPAIRS

5.1 Repairs and Maintenance by Owner. Subject to the provisions of s. 123 of the Act, and this Declaration, owners shall maintain their Dwelling Units and repair or replace all components in their Dwelling Units upon failure after damage, from normal wear and tear and where such components are at the end of their life cycle, all at their own expense. In addition, in accordance with s. 89(2) of the Act, all owners shall repair all improvements made to their Dwelling Units. Repairs and maintenance of Dwelling Units shall be performed by owners to a standard and using materials consistent with the quality of those used in the original construction thereof and as may be otherwise required by the Board. In addition, owners shall:

- (a) at all times maintain heat in their Dwelling Units at least 15 degrees Celsius;
- (b) keep their parking space and Parking Unit clean and free of debris;
- (c) be responsible to maintain their balcony and keep clean and free of debris, including general maintenance, and painting or staining in accordance with the rules of the Corporation;
- (d) be responsible for the removal of snow and ice from his or her balcony, in respect of the Dwelling Units located on Level 2, at his or her own expense, as required under the rules. Owners who fail to remove snow and ice as required, in a prudent manner, shall be responsible for any injury or damage resulting therefrom. For clarity, the Corporation shall be responsible for the removal of snow and ice from the shared porches located on Level 1;
- (e) be responsible for the maintenance, repair and replacement of the in-suite heating and cooling systems, including an air conditioner, if applicable, notwithstanding that the air conditioner, if applicable, is located within an exclusive use common element area; and
- (f) maintain the interior surface of doors which provide the means of ingress and egress from their unit and maintain the interior surface of windows, door frames and window screens whether such doors and windows are part of a unit or part of the common elements.

Owners of Dwelling Units on Level 2 who fail to remove snow as required and in a prudent manner shall be responsible for any injury or damage resulting therefrom.

- 5.2 Repairs by Corporation Where Owner Defaults. The Corporation shall make any repairs that an owner is obligated to make and that the owner does not make within a reasonable time; and in such an event, an owner shall be deemed to have consented to having repairs done by the Corporation; and an owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such sums of money shall bear interest at the rate per annum which is the prime rate of the Bank of Canada plus five percent (5%) at the time the work is done. The Corporation may collect all such sums of money in such installments as the Board may decide upon, which installments shall be added to the monthly contributions towards the common expenses of such owner, after receipt of a notice from the Corporation thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such or recoverable by any other procedure the Corporation elects.
- 5.3 Repairs and Maintenance by the Corporation.
- (a) The Corporation shall maintain and repair the parking spaces, Parking Units and the common elements at its own expense. In the event repairs are required to the traffic topping in the parking spaces or Parking Units as a result of spills or leakages, the costs of such repairs shall be charged back to the owner of the parking space or Parking Unit, as the case may be, and shall be deemed to be additional contributions to the common expenses and recoverable from the owner as such. In the event that access is required through a parking space or Parking Unit in order to complete repairs to the common elements, the parking space/Parking Unit owner shall allow such access.
 - (b) The Corporation shall repair or replace the Units and any affected component after damage or failure provided that such damage or failure is as a result of an event or hazard (as such term is defined in the Corporation's insurance policy) for which the Corporation has obtained insurance against. This obligation to repair or replace a Unit or any affected components does not include the obligation to repair or replace a Unit/component after damage caused by the owner's negligence, after normal wear and tear or when a Unit/component is at the end of its expected life cycle. The Corporation is not responsible for any maintenance, repair or replacement of improvements to Units under any circumstance.
 - (c) The Corporation shall be responsible for lawn maintenance, including any yards at the rear of Level 1 Dwelling Units and for the maintenance and repair of the window wells adjacent to Level 1 Dwelling Units, if any, and, for such purposes, the Corporation or its agent may enter into such yards without notice; provided that if access to such yards is prohibited or obstructed for any reason whatsoever, the Corporation shall not be liable for its failure to perform same.
 - (d) The Corporation shall be responsible for snow removal on the common elements, including snow removal from the shared porches on Level 1; however, the Corporation shall not be responsible for snow and ice removal from the balconies on Level 2.
 - (e) The Corporation shall be responsible for the replacement of the balconies, porches and privacy fences at the end of their life cycle.
 - (f) The Corporation shall be responsible for the maintenance, repair and replacement of the fence surrounding the garbage enclosure, EarthBins and exterior bicycle racks.
 - (g) The Corporation shall be responsible for the maintenance, repair and replacement of the post and rail fence between the drive aisles and the amenity

area, together with the maintenance, repair and replacement of the retaining wall and privacy fence located along with southeastern boundary of the Property and all maintenance and repair and/or replacement of the said fencing shall not disrupt any approved surface drainage systems.

- (h) The Corporation shall be responsible for the maintenance, repair and replacement of the centralized community mailboxes.
- (i) The Corporation shall be responsible to maintain the private fire hydrant in working condition and to have it inspected annually by the fire department and the Corporation shall be responsible for arranging such inspections and paying any associated costs. Records of said inspections and maintenance shall be kept in perpetuity should they be required by the City of Ottawa.
- (j) The Corporation shall be responsible to maintain in good working order, the required stormwater inlet control devices. The Corporation shall assume all maintenance and replacement responsibilities in perpetuity and to keep all records of inspection and maintenance in perpetuity and make said records available for inspection upon demand by the City of Ottawa.
- (k) The water plant and sewer service is a private system including Private Services and sewer services and appurtenances. "Private Services" shall mean the installed water pipe from the private service post, the waste sewer and storm sewer pipes from the sewer mains on City of Ottawa property to, under or within the buildings and servicing two or more units". The Corporation is responsible for the operation, maintenance and/or replacement, in perpetuity, of the Private Services and sewer system, including the private watermains, private hydrants, private sanitary and storm sewer infrastructure which are located on the Property and the Corporation will retain copies of all associated work and maintenance contracts and make said contracts available for inspection upon demand by the City of Ottawa.
- (l) The Corporation shall, at its expense, have a professional engineer, licensed in the Province of Ontario, conduct inspections of the water system, up to and including the shut-off valves, which includes a leak detection survey at least every five (5) years for review by the City of Ottawa's Drinking Water Operations, Utility Services and/or Ottawa Fire Services. Repairs to the water system must be completed immediately to correct any deficiencies which contribute to water loss or leakage within the private water system. The Corporation shall notify the General Manager, Environmental Services when such repairs have been required and/or completed.
- (m) The Corporation shall be responsible in perpetuity for the maintenance of the Private Watermain and Private Service providing water to the units and buildings. "Private Watermain" shall mean the installed water pipe from the streetline within the Property from which Private Services can be taken.

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

- (b) Policy Provisions. The foregoing policies of insurance shall insure the interests of the Corporation and the owners from time to time, as their respective interests may appear (with all mortgagee endorsements subject to the provisions of the Act, this declaration and any insurance trust agreement) and shall contain the following provisions:
- (i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the owners, and the owners' respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused by any one of the above;
 - (ii) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the Corporation (and to the Insurance Trustee if one is in place);
 - (iii) waivers of the insurer's obligations to repair, rebuild or replace the damaged property in the event that after damage the government of the property is terminated pursuant to the Act;

- (iv) waivers of any defence based on co-insurance (other than a stated amount coinsurance clause); and
 - (v) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.
- (c) General Liability Insurance. General liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the common elements insuring the liability of the Corporation and the owners from time to time, with limits to be determined by the Board, but not less than Ten Million (\$10,000,000) Dollars per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the owners and any member of the household or guests of any owner or occupant of a unit.
- (d) Crime Insurance. Employee Dishonesty Insurance (Form A) with the definition of "employee" limited to non-compensated elected directors and officers of the Corporation, having limit sufficient to cover the exposure to loss, but in no event less than \$250,000 and depositor's forgery insurance with limits sufficient to cover the exposure to loss, but in no event less than \$250,000.

6.2 General Provisions.

- (a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment. Provided, however, that the Board may in writing, authorize any owner, in writing, to adjust any loss to his or her unit.
- (b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 6.2(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right.
- (c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any unit. Renewal certificates or certificates of new insurance policies shall be furnished to each owner and to each mortgagee noted on the register of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any owner or mortgagee on reasonable notice to the Corporation.
- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the declaration under the Act.
- (e) Where insurance proceeds are received by the Corporation or any person rather than the Insurance Trustee, they shall be held in trust and applied for the same purposes as are specified otherwise in Section 6.5 hereof.
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as they Board may deem 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 expense.

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 by the insurance obtained by the Corporation as part of the standard unit for the class of unit to which the owner's unit belongs, and for furnishings, fixtures, equipment, inventory, decorating and personal property and chattels of the owner contained within the unit and the personal property and chattels stored elsewhere on the property, including automobiles, and for loss or use and occupancy of the unit in the event of damage. Every such policy of insurance shall contain waiver(s) of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants, employees and servants on site and against the other owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties;
 - (ii) General liability insurance covering any liability of any owner or any resident, tenant, invitee or licensee of such owner, to the extent not covered by any general liability and property damage insurance obtained and maintained by the Corporation; and
 - (iii) Insurance covering the deductible on the Corporation's master insurance policy for which an owner may be responsible.
- (b) Owners are recommended to obtain, although it is not mandatory, insurance covering:
 - (i) additional living expenses incurred by an owner if forced to leave his or her residential unit by one of the hazards protected against under the Corporation's policy; and
 - (ii) special assessments levied by the Corporation and contingent insurance coverage in the event the Corporation's insurance is inadequate.

6.4 Indemnity Insurance for Directors and Officers of the Corporation. The Corporation shall obtain and maintain insurance for the benefit of all of the directors and officers of the Corporation, if such insurance is reasonably available, in order to indemnify them against the matters described in the Act, including any liability, costs, charge or expenses incurred by them in the execution of their respective duties (hereinafter collectively referred to as the "**Liabilities**"), provided however that such insurance shall not indemnify the directors or officers against any of the Liabilities respectively incurred by them as a result of a breach of their duty to act honestly and in good faith, or in contravention of the provisions of the Act, and shall not have an exclusion based on or attributable to any wrongful act in procuring, effecting and maintaining insurance or with respect to amount, form, conditions or provisions of such insurance, and shall have the limits of at least \$5,000,000.

6.5 Insurance Trustee and Proceeds of Insurance.

- (a) Upon the occurrence of damage involving an insurance claim of at least fifteen percent (15%) of the replacement cost of the Property covered by the insurance policy, or such increased amount as the Board may determine, by resolution, (the "**minimum limit**"), the Corporation shall enter into an agreement with an insurance trustee which shall be a trust company registered under the *Loan and Trust Corporations Act*, or shall be a chartered bank, or a person or firm with appropriate credentials and experience in the settlement and allocation of proceeds of insurance in substantial insurance claims (the "**Insurance Trustee**"), which agreement shall, without limiting its generality, provide the following:
- (i) the receipt by the Insurance Trustee of any proceeds of insurance in excess of the minimum limit covered by the insurance policy;
 - (ii) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act, this Declaration, and any amendments thereto;
 - (iii) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement;
 - (iv) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it; and
 - (v) that if the Insurance Trustee shall resign, then the Insurance Trustee shall provide 30 days' written notice of such intention to resign and the Insurance Trustee shall deliver all records, other documents and money that it holds for the Corporation to the Corporation or as it further directs.
- (b) In the event that:
- (i) the Corporation is obligated to repair or replace the common elements, any unit, or any asset insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs;
 - (ii) there is no obligations by the Corporation to repair or replace, and if there is termination in accordance with the provisions of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the owners in the proportion of their respective interests in the common elements and shall pay such proceeds to the owners in such proportions upon registration of a notice of termination by the Corporation.
 - (iii) Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction or the amount due under a certificate of lien registered by the Corporation against such unit, in accordance with the priorities thereof;
 - (iv) the Board, in accordance with the provisions of the Act, determines that:
 - (A) there has not been substantial damage to twenty-five (25%) percent of the Building; or
 - (B) there has been substantial damage to twenty-five (25%) percent of the Building and within sixty (60) days thereafter the owners

who own eighty (80%) percent of the units do not vote for termination,

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

7. INDEMNIFICATION

7.1 Indemnification. Each owner shall indemnify and save harmless the Corporation from and against any loss, cost, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such owner, the owner's family or any member thereof, any other resident or occupant of that unit or any guests, invitees, licensees or agents of such owner or resident (for the purposes of this section, any and all of the foregoing, an "Indemnifier") to or with respect to the Act, the Corporation, the owner's unit, the common elements and/or all other units, except for any loss, cost, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation but this exception shall not apply to vehicle impact, arson, fraud, vandalism and malicious mischief, nor shall the exception apply to the deductible portion of the insurance policy (it being the owner's responsibility to pay the deductible). Such indemnification will extend to any legal or other professional advisory fees the Corporation incurs with respect to any acts or omissions of the Indemnifier relating to the Corporation, the owner's unit, the common elements and/or all other units, as well as any breaches by the Indemnifier of the Act and the Declaration, By-laws, Rules, and/or any other documents governing the Corporation which may be enacted in the future. All payments 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 and pursuant to any other clauses in this Declaration, 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) any legal costs incurred as described in section 7.1 above as well as legal and court costs incurred by the Corporation with respect to contemplated or actual litigation proceedings against a Unit owner.

8. DUTIES OF THE CONDOMINIUM

8.1 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) 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.

- (b) 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.
- (c) 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 Condominium.
- (d) To 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.
- (e) 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.
- (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 ensure the payment to the appropriate authority for the water supplied to the Corporation's common areas, including but not limited to the garden hose connection on the building exteriors, together with any other surcharges that are legally imposed upon the charges for such water.
- (h) To ensure that each Dwelling Unit owner acknowledges and agrees that they are responsible for the payment to the appropriate authority for the water supplied to their Dwelling Unit together with any other surcharges that are legally imposed upon the charges for such water.
- (i) The City of Ottawa, at its sole discretion, may shut off the supply of water at the Private Service Post(s) in the event of non-payment of the charges for water used by the Corporation, including any other surcharge upon the water charge. Such termination of water supply for non-payment of charges may result in the Corporation being denied the supply of water by the City of Ottawa.
- (j) The City of Ottawa, at its sole discretion, may shut off the supply of water at the Private Service Post(s) in the event of non-payment of the charges for water used by the Dwelling Unit owners, including any other surcharge upon the water charge. The Corporation shall ensure that each Dwelling Unit owner acknowledges and agrees that such termination of supply for non-payment of charges may result in the Dwelling Unit owner being denied the supply of water by the City of Ottawa.
- (k) To enter into, abide by and comply with, the terms and provisions of any condominium agreement, site plan agreement, development or similar agreement (as well as enter into any formal assumption agreement with respect thereto if required) and without limiting the generality of the foregoing, maintain the foundation drain outlet over the lands owned by the City and shown as Part 1, 4R-32267.
- (l) To designate an individual who is responsible to discuss matters of possible health violations and disposal and storage of garbage, and to notify the Medical Officer of Ottawa Public Health of the designate.
- (m) To assume the obligations and be bound by the terms and conditions of the private roadway agreement registered in the Land Registry Office for the Registry Division of Ottawa-Carleton No. 4 on November 21, 2019 as Instrument No. OC2167527.
- (n) Purchasers shall be bound by the terms and provisions of the Condominium Agreement entered into between the City of Ottawa and Minto Communities Inc. registered as Instrument No. OC2226808 on June 18, 2020, including the various warning provisions in respect of noise, school accommodation, etc.

9. GENERAL MATTERS AND ADMINISTRATION

- 9.1 Units Subject to the Act, Declaration, By-laws, Rules. All present and future owners, tenants and residents of units, their families, guests, invitees, licensees or agents shall be subject to and shall comply with the provisions of the Act, this Declaration, the By-laws, and any other rules of the Corporation.
- 9.2 The acceptance of a transfer/deed of land, or the entering into a lease, or the entering into occupancy of any unit, shall constitute an agreement that the provisions of this Declaration, the By-laws, and any other rules, as they may be amended from time to time, are accepted by such owner, tenant or resident, and all of such provisions shall be deemed and taken to be covenants running with the unit and shall bind any person having, at any time, any interest or estate in such unit as though such provisions were

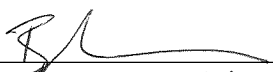
recited and stipulated in full in each and every such transfer/deed of land or lease or occupancy agreement.

- 9.3 Invalidity. Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event all the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.
- 9.4 Waiver. The failure to take action to enforce any provision contained in the Act, this Declaration, the By-laws, or any other rules of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.
- 9.5 Notice. Except as hereinbefore set forth, any notice, direction or other instrument required or permitted may be given if served personally by delivering same to the party to be served, or to any officer of the party to be served, or may be given by ordinary mail, postage prepaid, addressed to the Corporation at its address for service herein, to each owner at his or her respective unit or at such other address as is given by the owner to the Corporation for the purpose of notice, and to each mortgagee who has notified its interest to the Corporation at such address as is given by each mortgagee to the Corporation for the purpose of notice; and if mailed as aforesaid the same shall be deemed to have been received and to be effective on the third business day following the day on which it was mailed. Any owner or mortgagee may change its address for service by notice given to the Corporation in the manner aforesaid. In the alternative, either notice may be given by an electronic communication which results in a written or printed confirmation being given to either the owner or the Corporation and such electronic communication shall be deemed to have been given and received on the date and at the time of the transmission, or on the next business day if the electronic transmission occurs on a non-business day.
- 9.6 Interpretation. This Declaration shall be read with all changes of number and gender required by the context. The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

DATED AT the City of Ottawa in the Province of Ontario, this 30th day of November, 2020.

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

MINTO COMMUNITIES INC.

Per: 
 Name: **Bronwyn Anderson**
 Title: **Vice President, Land Development**

Per: 
 Name: **Jacques Brisson**
 Title: **Vice President, Construction**
Minto Communities-Ontario

We have authority to bind the Corporation

SCHEDULE A

PIN 04517-1989

Part of Lot 10, Concession 4, March, designated as Part 1, Plan 4R-26601, City of Ottawa

SUBJECT TO an easement in gross as set out in No. OC1471755 in favour of Hydro Ottawa Limited

SUBJECT TO an easement as set out in No. OC1471757 in favour of Rogers Communications Inc.

SUBJECT TO an easement as set out in No. OC2125424 in favour of Bell Canada

SUBJECT TO an easement as set out in No. OC2125387 in favour of Enbridge Gas Inc.

SUBJECT TO an easement in gross as set out in No. OC2168571 in favour of the City of Ottawa

TOGETHER WITH an easement as set out in No. OC2168572 over Part of Lot 10, Concession 4, March, designated as Part 1 on Plan 4R-32267; City of Ottawa

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.



Elizabeth A. Maiden, Solicitor

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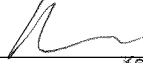
CONSENT (SCHEDULE B TO DECLARATION)
(UNDER CLAUSE 7(2)(B) OF THE CONDOMINIUM Act, 1998)

Condominium Act, 1998

1. We, The Toronto-Dominion Bank, have a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Number OC1379208 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 25 day of November, 20 .

THE TORONTO-DOMINION BANK

Per: 
Name: Ken McKinnon
Title: Managing Director

Per: _____
Name: _____
Title: _____

I/We have the authority to bind the Bank

SCHEDULE C
BOUNDARIES OF UNITS AND MONUMENTS

Each Dwelling Unit and Parking Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 & 2 of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below, and are illustrated on Part 1, Sheets 1 & 2 of the Description, and all dimensions shall have reference to them.

Without limiting the generality of the foregoing, the boundaries of each unit are as follows:

A) BOUNDARIES OF THE RESIDENTIAL UNITS

(being Units 1 to 30, inclusive, Level 1, and Units 1 to 30, inclusive, Level 2)

1. Each Residential Condominium Unit is bounded vertically by:
 - i) The upper unfinished surface of the concrete basement floor slab and its production across any openings.
 - ii) The upper unfinished surface of the gypcrete or plywood panel floor and its production across any openings.
 - iii) The upper surface of the drywall ceiling and its production.
 - iv) The upper surface of the unfinished fire separation floor assembly and its production.
 - v) The lower surface of the unfinished fire separation ceiling and its production.

2. Each Residential Condominium Unit is bounded horizontally by:
 - i) The backside surface and plane of the drywall sheathing and its production.
 - ii) The unfinished unit side surface and plane of the exterior doors, door and window frames and any glass panels contained therein.

B) BOUNDARIES OF THE PARKING UNITS

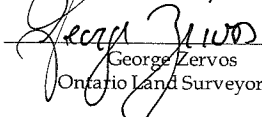
(being Units 31 to 36 inclusive Level 1)

- a) Each parking unit is bounded horizontally by vertical planes defined by survey monuments.

- b) The parking units have no upper or lower limit.

I HEREBY CERTIFY that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1 & 2 of the Description.

Dated at Ottawa, this 19 day of November, 2020


George Zervos
Ontario Land Surveyor

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

SCHEDULE D
PERCENTAGE INTEREST IN COMMON INTERESTS AND COMMON EXPENSES

Unit	Level	Percentage Interest in Common Interests	Percentage Contribution to Common Expenses
RESIDENTIAL UNITS			
1	1	1.5710%	1.5710%
2	1	1.5500%	1.5500%
3	1	1.5710%	1.5710%
4	1	1.5710%	1.5710%
5	1	1.5500%	1.5500%
6	1	1.5710%	1.5710%
7	1	1.5710%	1.5710%
8	1	1.5500%	1.5500%
9	1	1.5710%	1.5710%
10	1	1.5710%	1.5710%
11	1	1.5500%	1.5500%
12	1	1.5710%	1.5710%
13	1	1.5710%	1.5710%
14	1	1.5500%	1.5500%
15	1	1.5710%	1.5710%
16	1	1.5710%	1.5710%
17	1	1.5500%	1.5500%
18	1	1.5710%	1.5710%
19	1	1.5710%	1.5710%
20	1	1.5500%	1.5500%
21	1	1.5710%	1.5710%
22	1	1.5710%	1.5710%
23	1	1.5500%	1.5500%
24	1	1.5710%	1.5710%
25	1	1.5710%	1.5710%
26	1	1.5500%	1.5500%
27	1	1.5710%	1.5710%
28	1	1.5710%	1.5710%
29	1	1.5500%	1.5500%
30	1	1.5710%	1.5710%
1	2	1.7360%	1.7360%
2	2	1.7070%	1.7070%
3	2	1.7360%	1.7360%
4	2	1.7360%	1.7360%
5	2	1.7070%	1.7070%
6	2	1.7360%	1.7360%
7	2	1.7360%	1.7360%
8	2	1.7070%	1.7070%
9	2	1.7360%	1.7360%
10	2	1.7360%	1.7360%
11	2	1.7070%	1.7070%
12	2	1.7360%	1.7360%
13	2	1.7360%	1.7360%
14	2	1.7070%	1.7070%
15	2	1.7360%	1.7360%
16	2	1.7360%	1.7360%
17	2	1.7070%	1.7070%
18	2	1.7360%	1.7360%
19	2	1.7360%	1.7360%
20	2	1.7070%	1.7070%

Unit	Level	Percentage Interest in Common Interests	Percentage Contribution to Common Expenses
21	2	1.7360%	1.7360%
22	2	1.7360%	1.7360%
23	2	1.7070%	1.7070%
24	2	1.7360%	1.7360%
25	2	1.7360%	1.7360%
26	2	1.7070%	1.7070%
27	2	1.7360%	1.7360%
28	2	1.7360%	1.7360%
29	2	1.7070%	1.7070%
30	2	1.7360%	1.7360%
PARKING UNITS			
31	1	0.2150%	0.2150%
32	1	0.2150%	0.2150%
33	1	0.2150%	0.2150%
34	1	0.2150%	0.2150%
35	1	0.2150%	0.2150%
36	1	0.2150%	0.2150%
	TOTAL	100.0000%	100.0000%

SCHEDULE E

SPECIFICATION OF COMMON EXPENSES

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

1. all sums of money levied against or charged to the Corporation on account of any and all public and private suppliers of insurance coverage, services and equipment including, without limiting the generality of the foregoing, levies or charges for:
 - (a) maintenance and repair of the common elements;
 - (b) maintenance materials, tools and supplies;
 - (c) landscaping and perimeter fencing, if applicable;
 - (d) snow removal throughout the common elements (other than from the balconies of units);
 - (e) hydro, heat, water and equipment in relation thereto for the common elements;
 - (f) maintenance, repair and replacement of the fence surrounding the garbage enclosure, EarthBins and bicycle racks;
 - (g) maintenance, repair and replacement of the retaining wall, privacy fencing and post and rail fencing between the drive aisles and amenity area and privacy fencing along the southeastern boundary of the condominium Project;
 - (h) repair and maintenance of all parking spaces and Parking Units;
 - (i) exterior window cleaning;
 - (j) waste removal;
 - (k) Insurance premiums and all costs related to securing insurance coverage; and
 - (l) Condominium Authority Assessment Fee.
2. remuneration payable by the Corporation to any employees or independent contractors deemed necessary for the proper operation and maintenance of the Property;
3. payment of any remuneration including fees and disbursements payable pursuant to any management contract which may be entered into between the Corporation and a manager;
4. the cost of furniture and equipment for use in and about the common elements, including the maintenance, repair, or replacement thereof;
5. the cost of maintaining and repairing the common elements, the parking spaces and the Parking Units;
6. 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;
7. the fees and disbursements of the insurance trustee, if any;
8. the cost of maintaining fidelity bonds as provided in the By-laws;
9. the cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;
10. all sums of money assessed by the Corporation to be set aside in a reserve fund and to be applied from time to time, in whole or in part, at the absolute discretion of the Corporation to the payment of any expenses the Corporation deems necessary or desirable for the performance of the objects of the Corporation.

SCHEDULE "F"

EXCLUSIVE USE AREAS

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

Subject to the provisions of the Declaration, the by-laws and rules of the Corporation and the right of entry in favour of the Corporation thereto and thereon for the purposes of facilitating any requisite maintenance and/or repair work thereto, or to give access to the utility and service areas appurtenant thereto, all Dwelling Unit owners shall have the exclusive use as set out above.

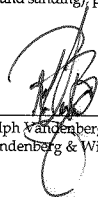
CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD
CONDOMINIUM CORPORATION)
(UNDER CLAUSES 5(8)(A) OR (B) OF ONTARIO REGULATION 48/01 OR
CLAUSE 8(1)(E) OR (H) OF THE CONDOMINIUM ACT, 1998)

Condominium Act, 1998

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

1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a Unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4. All underground garages have walls and floor assemblies in place.
OR
 There are no underground garages.
5. All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.
OR
 There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a Unit and designed for use only within the Unit.
6. All installations with respect to the provision of water and sewage services are in place.
7. All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8. All installations with respect to the provision of air conditioning are in place.
OR
 There are no installations with respect to the provision of air conditioning.
9. All installations with respect to the provision of electricity are in place.
10. All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.
OR
 There are no indoor and outdoor swimming pools.
11. Except as otherwise specified in the regulations, the boundaries of the Units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

DATED this 3rd day of December 2020.



 Ralph Vandenberg, OAA, MRAIC
 Vandenberg & Wildeboer Architects