

DECLARATION

Ottawa-Carleton Standard Condominium Corporation No. 911



OFFICE SCHEDULE

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

DECLARATION

**CONDOMINIUM
ACT, 1998**

OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 911

NEW PROPERTY IDENTIFIER'S BLOCK 15911

RECENTLY: 0419-0343

DECLARANT: Tega Developments Inc.

SOLICITOR: C. Warren Stroud

ADDRESS:

486 Gladstone Ave

Ottawa, ON K1R 5N8

PHONE: 613-237-4922

FAX: 613-237-2920

No. OF UNITS 225

FEES: \$70.00 + (\$5.00 x (number of unit)) = \$ 1,195.00



DECLARATION

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

TEGA DEVELOPMENTS INC.

(hereinafter called the "Declarant")

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the City of Ottawa, in the Province of Ontario, and being more particularly described in Schedule "A", and in the description submitted herewith by the Declarant for registration in accordance with the Act;

AND WHEREAS the Declarant has constructed a building upon the said lands containing

One-Hundred and Twenty One (121) residential units being:

Unit 1 to 23 inclusive Level 1
Units 1 to 24 inclusive Level 2
Units 1 to 28 inclusive Level 3
Units 1 to 28 inclusive Level 4 and
Units 1 to 18 inclusive Level 5

One Hundred and Fifteen (104) parking units being:

Units 1 to 47 inclusive, Level A and
Units 1 to 57 inclusive, Level B

AND WHEREAS the Declarant intends that the said lands together with the said buildings constructed thereon shall be governed by the Act;

NOW THEREFORE THE DECLARANT DECLARES AS FOLLOWS:

ARTICLE I

INTRODUCTORY

1.1 Definitions. All words used herein which are defined in the Act shall have ascribed to them the meanings set out in the Act, as amended from time to time.

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

1.3 Consent of Encumbrancers. The consent of every person having a registered mortgage against the land or interest appurtenant to the land described 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 units in Schedule "C" attached hereto. Notwithstanding the boundaries of the Units, no Unit includes structural walls, wires, pipes, cables, conduits, ducts, flues, breaker boxes used for power or public utility lines within a Unit which serves other Units as well as that of an owner.

1.5 Common Interest and Common Expenses. Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners and shall contribute to the common expenses in the proportions set forth opposite each unit number in Schedule "D" attached hereto. The total of the proportions of the common interests shall be one hundred percent (100%).

1.6 Address for Service and Mailing Address of the Corporation. The Corporation's address for service shall be 429 Kent Street, Ottawa, Ontario K2P 1B5.

ARTICLE II

COMMON EXPENSES

2.1 Specification of Common Expenses. The common expenses shall be the expenses of the performance of the objects and duties of the Corporation including but not limited to those expenses as are listed in Schedule "E" attached hereto.

2.2 Payment of Common Expenses. Each unit owner, including the Declarant, shall pay to the Corporation his or her proportionate share of the common expenses in accordance with the proportions set out in Schedule "E" hereto.

ARTICLE III

UNITS

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

(a) All residential units shall be occupied only for the purpose of a single family dwelling which use shall include a home office provided that such use is permitted by the zoning bylaws of the City of Ottawa and for no other purpose;

(b) Provided, however, that the provisions of 3.1(a) and (b) shall not prevent the Declarant from completing the building and all improvements to the property, nor prevent the Declarant while owning and seeking to sell any of the units, in both cases actively taking all reasonable steps to sell those units, may maintain a sales office, advertising signs and suites as models for display but not so as to interfere with the reasonable use and enjoyment of the common elements or other units;

(c) No residential 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 placed by or on behalf of the Corporation or the reduction in coverage thereunder. If a unit is occupied or used by anyone in such a manner as to result in an increase in premium cost of any policy of insurance placed by or on behalf of the Corporation, the owner of such unit shall reimburse the Corporation for such increase, and such increase in premium cost shall be added to the owner's contribution towards the common expenses;

(d) The owner of each unit shall require all tenants, residents and visitors in his unit to comply with the Act, the Declaration, the by-laws and the rules;

(e) No boundary wall, load-bearing partition wall, floor, door or window, toilet, bath tub, wash basin, sink, heating, plumbing or electrical installation contained in or forming part of a residential unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Corporation; provided, however, that the provisions of this subparagraph shall not require any owner to obtain the consent of the Corporation for the purpose of painting or decorating, including the alteration of the surface on any wall, floor or ceiling which is within any unit;

(f) No animal, livestock or fowl, other than a pet, shall be kept or allowed in any residential unit. No pet that is deemed by the Board or Manager, in its absolute discretion, to be a nuisance shall be kept by any owner in any residential unit. Such owner shall, within two (2)

weeks of receipt of a written notice from the Board or the Manager requesting the removal of such pet, permanently remove such pet from the property. No breeding of pets for sale shall be carried on, in or about any unit.

(g) No noise shall be permitted to be transmitted from one unit to another. If the board determines that any noise is being transmitted to another unit and that such noise is an annoyance and/or a nuisance and/or disruptive (regardless of whether that unit is below or wherever situated in relation the offending unit), then the owner of such unit shall at his own expense take such steps as shall be necessary to abate such noise to the satisfaction of the board. If the owner of such unit fails to abate the noise, the board shall take such steps as shall be necessary to abate such noise and the unit owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, which expenses are to include reasonable solicitor's fees.

(h) No sign, advertisement or noise of any type visible from the exterior of the units, shall be inscribed, painted, affixed or displayed in any part of the unit.

3.2.1 Rights of Entry to the Unit. The Corporation or any insurer of the property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any residential unit or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the property including cleaning out any clean out stacks located in a unit.

3.2.2 In case of an emergency, an agent of the Corporation may enter a residential unit at any time and without notice for the purpose of repairing the unit, common elements including any part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property. The Corporation or anyone authorized by it may determine whether an emergency exists.

3.2.3 If an owner shall not be personally present to grant entry to his unit, the Corporation or its agents may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care.

3.2.4 The Corporation shall retain a key to all locks to each residential unit. No owner shall change any lock or place any additional locks on the doors to any unit or in the unit or to any part of the common elements of which such owner has the exclusive use without immediately providing to the Corporation a key for each new or changed lock.

3.2.5 The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any residential unit except as specifically provided in this Declaration or the by-laws.

3.3 Use of Parking Units. Except for as provided for herein, each parking unit shall be used and occupied only for motor vehicle parking purposes, and without restricting any wider definition the word "motor vehicle" as may be imposed by the board of directors, the term "motor vehicle" shall be deemed to include a private passenger automobile, station wagon and motorcycle as customarily understood. The owner of each parking unit shall maintain such unit in a clean and sightly condition. The corporation may make provision in its annual budget for the cleaning of the parking units.

3.4 Restriction on Sale and Leasing of Parking Units. No owner of a parking unit or storage unit shall sell, transfer, give or otherwise dispose of same except to the Declarant, the Corporation or to an owner of a residential unit of the Corporation and lease or license same except to the Declarant, the Corporation or to an owner of a residential unit of the Corporation, provided that the term of the lease to a tenant or licensee of a parking unit or storage unit shall not extend beyond the tenancy or licence of such residential unit.

ARTICLE IV

COMMON ELEMENTS

4.1 Use of Common Elements. Subject to the provisions of the Act, the Declaration, the by-laws and the rules, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.

4.2.1 Additions, Alterations and Improvements. For the purposes of Section 98 of the Act, the Board shall decide whether any addition, alteration or improvement to, or renovation of, the common elements, or any change in the assets of the Corporation is substantial.

4.2.3 Exclusive Use of Parts of Common Elements. Subject to the compliance with the Act, the Declaration, By-laws and the rules passed pursuant to the Act, the owner of each unit shall have the exclusive use of those parts of the common elements as set out in Schedule "F" attached hereto.

4.2.4 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 utilities areas, building maintenance storage areas, operating machinery, or any other part of the common elements used for the care, maintenance or operation of the property.

4.2.5 Pets. No animals, livestock or fowl other than a pet shall be kept upon the common elements. When on the common elements, including those parts thereof of which any owner has exclusive use, all pets must be on a leash. No pet that is deemed by the Board or Manager in its absolute discretion to be a nuisance shall be kept by any owner upon the common elements. Such owner shall, within two (2) weeks of receipt of a written notice from the Board or Manager requesting removal of such pet, permanently remove such pet from the property.

4.2.6 Parking. No unit owner shall park on the common elements or a parking unit not owned by the unit owner.

ARTICLE V

MAINTENANCE AND REPAIRS

5.1 With the exception of those portions of the parking units consisting of the water proofing membrane and traffic topping each owner shall maintain his unit and, subject to the provisions of the Declaration and Section 123 of the Act, each owner shall repair his unit after damage, all at his own expense. Each owner shall be responsible for damage to any other unit or to the common elements which is caused by the failure of the owner to so maintain and repair his unit.

5.2 The Corporation shall repair and maintain the common elements and shall repair and maintain the exterior of all doors which provide the means of ingress to and egress from a unit, and to all windows, save and except for maintenance of interior surfaces of windows and window frames and doors providing ingress to and egress from a unit, all at its own expense, whether such doors and windows are part of a unit or are part of the common elements.

5.3 The owners of those residential units in which a fireplace is located shall clean, maintain and repair yearly the fireplace located in their unit and the flue connected thereto notwithstanding that part of the flue is located in and forms part of the common elements.

5.4 The Corporation shall repair and maintain structural walls, wires, pipes, cables, conduits ducts, flues, breaker boxes used for power or public utility lines within a unit which serve other units as well as that of a specific unit owner. The Unit owners shall maintain and repair all fixtures, outlets, exhaust fans, heating equipment, air conditioning equipment, thermostats and other facilities which are within the boundaries of the unit and/or which service that unit only.

ARTICLE VI

INSURANCE

6.1 The Corporation shall obtain and maintain insurance, on its own behalf and on behalf of the owners as required by the provisions of the Act. Such insurance may be subject to a loss deductible clause. The obligation on the corporation to maintain such insurance does not include any obligation to insure for damage caused to improvements made to a unit.

6.2 The Master Policy of insurance maintained by the Corporation shall describe the insured as the Corporation and the owners from time to time and shall contain all provisions required by the Condominium Act.

ARTICLE VII

MISCELLANEOUS

7.1 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.

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

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

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

DATED at Ottawa, Ontario this 17 day of OCTOBER, 2012.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hand of its proper officer duly authorized on its behalf.

TEGA DEVELOPMENTS INC.

Per: 
Spyridon Dimitrakopoulos, President

I have the authority to bind the Corporation

SCHEDULE "A"

LEGAL DESCRIPTION

PIN 04119-0343

Part of Lots 9 and 10 south side Florence Street and Lots 7, 8 and 9 and Part of Lot 10, North side Gladstone Avenue Plan 21612, being Part 1, Plan 4R26365, City of Ottawa;

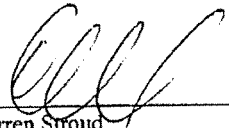
SUBJECT TO an easement as in OC1232340

SUBJECT TO an easement as in OC1387503 in favour of Bell Canada

I, C. Warren Stroud, solicitor for Tega Developments Inc., the registered owner of the above-noted property, hereby state that in my opinion, based on the Parcel Register and the plans and documents recorded in them, the above-noted legal description is correct and the easements described will exist in law, upon the registration of the Declaration and the Description and the Declarant is the registered owner of the land and appurtenant interests.

GOLDBERG STROUD LLP
Solicitors for Tega Developments Inc.

Per: _____


C. Warren Stroud

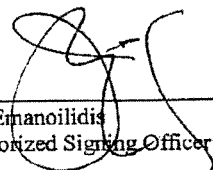
SCHEDULE "B"

CONSENT UNDER CLAUSE 7(2)(b) OF THE CONDOMINIUM ACT, 1998

1. We, Aviva Insurance Company of Canada have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered as Instrument No. OC1198551 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4).
2. We hereby consent to the registration of this declaration pursuant to the Act against the land or interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interest 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 at Scarborough this 13th day of September, 2012.

AVIVA INSURANCE COMPANY OF
CANADA

Per: 
Name: Jim Emanoilidis
Title: Authorized Signing Officer

Per: _____
Name:
Title:

We have authority to bind the corporation

SCHEDULE "C"

Each Residential Unit and Parking Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 6 inclusive 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 to 6 inclusive 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 23 level 1; Units 1 to 24 level 2; and Units 1 to 28 levels 3 & 4, Units 1 to 18 level 5)

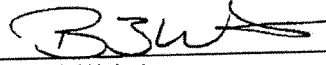
- a) Each Residential Condominium Unit is bounded horizontally by:
 - i) The backside surface and plane of the drywall sheathing and its production.
 - ii) The unfinished unit side surface and plane of exterior doors, door and window frames and any glass panels contained therein.
- b) Each Residential Condominium Unit is bounded vertically by:
 - i) The upper unfinished surface of the concrete floor slab and its production across any openings.
 - ii) The upper surface of the drywall ceiling and its production.
 - iii) The upper unfinished surface of plywood panel floor.

C) BOUNDARIES OF THE PARKING UNITS (being Units 1 to 47 level A; and Units 1 to 57, Level B)

- a) Each Parking Unit is bounded horizontally by:
 - i) The vertical plane established by measurements.
 - ii) The unfinished unit side surface of the poured concrete walls, columns, and concrete block walls and their production.
 - iii) The vertical plane of the centerline production of the poured concrete walls and columns.
- b) Each Parking Unit is bounded vertically by:
 - i) The upper unfinished surface of the concrete floor slab and its production across any openings.
 - ii) The lower surface and plane of the concrete ceiling slab and its production.

I CERTIFY that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1 to 6 inclusive of the Description.

Dated at Ottawa, this 14th day of Sept, 2012



Brian J. Webster
Ontario Land Surveyor

Reference should be made to the provisions of the Declaration itself, in order to determine the maintenance and repair responsibilities for any Unit, and whether specific physical components (such as 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"

PROPORTIONS OF COMMON INTERESTS
PERCENTAGE CONTRIBUTION TO COMMON EXPENSES

UNIT	LEVEL	PERCENTAGE
1	A	0.09
2	A	0.09
3	A	0.09
4	A	0.09
5	A	0.09
6	A	0.09
7	A	0.09
8	A	0.09
9	A	0.09
10	A	0.09
11	A	0.09
12	A	0.09
13	A	0.09
14	A	0.09
15	A	0.09
16	A	0.09
17	A	0.09
18	A	0.09
19	A	0.09
20	A	0.09
21	A	0.09
22	A	0.09
23	A	0.09
24	A	0.09
25	A	0.09
26	A	0.09
27	A	0.09
28	A	0.09
29	A	0.09
30	A	0.09
31	A	0.09
32	A	0.09
33	A	0.09
34	A	0.09
35	A	0.09
36	A	0.09
37	A	0.09
38	A	0.09
39	A	0.09
40	A	0.09
41	A	0.09
42	A	0.09
43	A	0.09
44	A	0.09
45	A	0.09
46	A	0.09
47	A	0.09
1	B	0.09

2	B	0.09
3	B	0.09
4	B	0.09
5	B	0.09
6	B	0.09
7	B	0.09
8	B	0.09
9	B	0.09
10	B	0.09
11	B	0.09
12	B	0.09
13	B	0.09
14	B	0.09
15	B	0.09
16	B	0.09
17	B	0.09
18	B	0.09
19	B	0.09
20	B	0.09
21	B	0.09
22	B	0.09
23	B	0.09
24	B	0.09
25	B	0.09
26	B	0.09
27	B	0.09
28	B	0.09
29	B	0.09
30	B	0.09
31	B	0.09
32	B	0.09
33	B	0.09
34	B	0.09
35	B	0.09
36	B	0.09
37	B	0.09
38	B	0.09
39	B	0.09
40	B	0.09
41	B	0.09
42	B	0.09
43	B	0.09
44	B	0.09
45	B	0.09
46	B	0.09
47	B	0.09
48	B	0.09
49	B	0.09
50	B	0.09
51	B	0.09
52	B	0.09
53	B	0.09
54	B	0.09
55	B	0.09
56	B	0.09

57	B	
1	1	0.09
2	1	1.08
3	1	0.90
4	1	0.49
5	1	0.49
6	1	0.49
7	1	1.13
8	1	1.05
9	1	0.45
10	1	0.42
11	1	0.42
12	1	0.45
13	1	0.42
14	1	0.45
15	1	0.44
16	1	0.82
17	1	0.67
18	1	1.02
19	1	1.08
20	1	0.69
21	1	1.07
22	1	0.92
23	1	0.98
1	2	1.08
2	2	0.90
3	2	0.49
4	2	0.49
5	2	0.49
6	2	0.49
7	2	1.13
8	2	1.05
9	2	0.45
10	2	0.42
11	2	0.42
12	2	0.45
13	2	0.42
14	2	0.45
15	2	1.34
16	2	0.67
17	2	0.66
18	2	0.78
19	2	0.69
20	2	0.69
21	2	1.03
22	2	1.34
23	2	0.92
24	2	0.98
1	3	1.08
2	3	0.90
3	3	0.49
4	3	0.49
5	3	0.49
6	3	0.49
7	3	1.13

8	3	1.05
9	3	0.45
10	3	0.42
11	3	0.42
12	3	0.45
13	3	0.42
14	3	0.45
15	3	0.52
16	3	0.73
17	3	1.17
18	3	0.67
19	3	0.69
20	3	0.69
21	3	1.08
22	3	0.69
23	3	1.03
24	3	0.85
25	3	1.00
26	3	1.38
27	3	0.92
28	3	0.98
1	4	1.08
2	4	0.90
3	4	0.49
4	4	0.49
5	4	0.49
6	4	0.49
7	4	1.13
8	4	1.05
9	4	0.45
10	4	0.42
11	4	0.42
12	4	0.45
13	4	0.42
14	4	0.45
15	4	0.52
16	4	0.73
17	4	1.17
18	4	0.67
19	4	0.69
20	4	0.69
21	4	1.08
22	4	0.69
23	4	1.03
24	4	0.85
25	4	1.00
26	4	1.34
27	4	0.92
28	4	0.98
1	5	1.08
2	5	0.90
3	5	0.49
4	5	0.49
5	5	0.49
6	5	0.49

15
~~14~~

7	5	1.13
8	5	1.05
9	5	0.88
10	5	0.88
11	5	0.88
12	5	0.53
13	5	0.73
14	5	1.14
15	5	0.67
16	5	0.69
17	5	0.69
18	5	0.98
TOTAL		100.00

SCHEDULE "E"
COMMON EXPENSES

Common Expenses, without limiting the definition ascribed thereto by the Act, shall include the following:

- (a) All expenses of the Corporation incurred by it or the Board in the performance of the objects and duties of the Corporation whether such objects or duties are imposed under the provisions of the Act or of this Declaration, or performed pursuant to any by-law of the Corporation;
- (b) All sums of money levied or charged to the Corporation on account of any and all public and private suppliers of insurance coverage, taxes, utilities and services including, without limiting the generality of the foregoing, levies or charges for:
 - garbage collection;
 - insurance premiums;
 - water and sewage, except that metered for each unit;
 - electricity, except that metered for each unit;
 - fuel, including gas, oil and electricity, except that metered for each unit;
 - maintenance materials, tools and supplies;
 - snow removal and landscaping;
 - realty taxes (including local improvement charges) levied against the entire property until such time as such realty taxes are levied against each unit;
- (c) Remuneration payable by the Corporation to any management firms or employees deemed necessary for the proper operation and maintenance of the property;
- (d) The cost of maintaining fidelity bonds as provided in the by-laws;
- (e) All sums of money paid or payable by the Corporation to or for the benefit of any and all persons, firms or corporations engaged or retained by the Corporation, the Board, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation, including without limitation legal, engineering, accounting, expert appraisal, advisory, maintenance, managerial and secretarial services;
- (f) The cost of furnishings and equipment for use in and about the common elements including the repair, maintenance, operation or replacement thereof;
- (g) All sums of money paid or payable by the Corporation pursuant to the provisions of Subsection 97(7) of the Act, or any successor provisions;
- (h) The cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;
- (i) The cost of insurance appraisals;
- (j) The fees of the Insurance Trustee, if any;
- (k) The cost of a reserve fund study;
- (l) The cost of a performance audit;
- (m) Contributions to the reserve fund.

SCHEDULE "F"

EXCLUSIVE USE OF PARTS OF COMMON ELEMENTS

1. The owner of a Unit shall have the exclusive use of any balcony or patio area adjoining his Unit to which his unit has sole access to.

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

Form 2

Condominium Act, 1998

CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE "G" TO DECLARATION FOR A STANDARD
OR LEASEHOLD CONDOMINIUM CORPORATION)
(under clause 8 (1) (c) or (h) of the *Condominium Act, 1998*)

I certify that:

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

OR

~~(In the case of an amendment to the declaration creating a phase:
Each building on the land included in the phase)]~~

has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

(Check whichever boxes are applicable)

- 1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
- 2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
- 3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
- 4. All underground garages have walls and floor assemblies in place.

OR

- There are no underground garages.
- 5. All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only 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 31 day of OCT, 2012 .


(signature)

M. DAVID BLANKELY ARCHITECT INC.
(print name)

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

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-11-

SCHEDULE G
CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A STANDARD CONDOMINIUM
CORPORATION)
(under clause 8 (1)(e) or (h) of the *Condominium Act, 1998*)

Condominium Act, 1998

I certify that:

[Strike out whichever is not applicable:

Each building on the property

OR

(In the case of an amendment to the declaration creating a phase:

~~Each building on the land included in the phase)~~

Has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

(Check whichever boxes are applicable)

1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4. All underground garages have walls and floor assemblies in place.
OR
 There are no underground garages.
OR
5. All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, 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

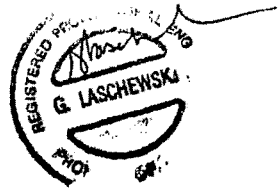
There are no indoor and outdoor swimming pools.

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 22nd day of October / 12

George Laschewski P.Eng.
(signature)

George Laschewski P.Eng.
(print name)
Professional Engineer





SCHEDULE "F"

STANDARD UNIT SCHEDULE PURSUANT TO

Section 43(5)(h) of the Condominium Act

Standard Unit Schedule for the Residential Units (being Units 1 to 6 inclusive on Level 1 and Units 1 to 7 inclusive on Level 2 and Units 1 to 7 inclusive on Level 3)	
Suite Finishes and Features	<ul style="list-style-type: none"> • Individual high efficiency natural gas furnace, air conditioning and humidifier; • Oak hardwood flooring in living room, family room, hallway and all bedrooms; • Smooth Ceilings; • 5 ½" baseboards and colonial interior trim; • Porcelain tile in front entry; • Top quality interior door hardware including satin chrome latch sets, privacy sets for bathrooms; • Direct vent natural gas fireplace; • Individual Natural Gas hot water tanks;
Kitchen Features	<ul style="list-style-type: none"> • Porcelain tile floor; • Quality cabinetry with high quality granite countertops; • Counter level outlets for small appliances; • Stainless steel sink; • Kitchen hood vented to exterior; • Smooth ceilings; • Washerless single lever faucet;
Bathroom Features	<ul style="list-style-type: none"> • 5' corner whirlpool tubs in all main bathrooms in the units 1 and 2 inclusive on levels 1 to 4 and Ensuite bathrooms in unit 1 inclusive level 1 and unit 3 inclusive level 2 to 4; • Cabinets in bathrooms and medicine cabinets; • Double edge granite counter top with under mount sinks; • Porcelain tiles floor; • All white bathroom fixtures with chrome hardware; • Separately switched exhaust fans vented to exterior; • Smooth ceilings; • Chrome towel bars, tissue holders and ceramic soap dishes; • Pressure balancing valves in all showers; • Washerless single lever faucet;
Electrical Features	<ul style="list-style-type: none"> • Pre-wired telephone (CAT-5) and cable outlets in living room and master bedroom; • Ceiling light fixture in kitchen, all bedrooms, bathrooms, hallways, dining room and above breakfast bar; • Smoke, heat and Co detectors; • Chrome glass style make-up bar lighting in bathrooms; • Stainless Steel switches and plugs;
Laundry Area	<ul style="list-style-type: none"> • Porcelain tile flooring;
Security Features	<ul style="list-style-type: none"> • Central fire alarm; • Telephone entry system
<p>Standard Unit Schedule for the Parking Units(being Units 1 to 50 inclusive Level A, Units 1 to 65 inclusive Level B The standard unit for the Parking Units, shall not include anything that falls within the boundaries of the Parking Units as described in Paragraph 3 of Schedule "C" of the Corporation's declaration (the "Parking Unit Class – Standard Unit"). Anything not included as part of the Parking Unit Class – Standard Unit (excluding any and all common elements as defined by the declaration) shall be deemed to be an improvement made to a unit, as that term is defined by sections 89 and 99 of the Act.</p>	

