

**AVIATION ROAD INC.
WOODLAND RIDGE TERRACE HOMES
PHASE ONE**

DECLARATION



SolowayWright^{LLP}
Barristers & Solicitors / Avocats

ELIZABETH A. MAIDEN

AMENDMENT TO DECLARATION AND DESCRIPTION TO CREATE A PHASE

(SUBSECTION 146(3) OF THE *Condominium Act, 1998*)

AMENDMENT TO DECLARATION

I (WE) STATES THAT:

- 1) The Board has been elected at a meeting of owners held on May 15, 2008 at a time when I (we) the Declarant did not own the majority of the units.
- 2) More than 60 days have passed since the registration of the declaration and description or the registration of the latest amendments to the declaration and description creating a phase, whichever is the later.
- 3) There is no outstanding application to the Superior Court of Justice for an injunction under subsection 149(2) of the Condominium Act, 1998 and the Superior Court has not issued an injunction to prevent the registration of the amendments creating the phase.
- 4) More than 60 days have passed since I (We) the Declarant have delivered to the Corporation the documents described in clauses 149 (1)(a), (b) and (c) of the Condominium Act, 1998.

The Declaration of Ottawa-Carleton Standard Condominium Corporation No. 781 registered as Instrument No. OC832760 on the 14th day of March, 2008, (referred to herein as the "Declaration") is amended as follows:

1. Schedule A is replaced with Schedule A attached.
2. Schedule B is amended to include the attached consents.
3. Schedule C is amended to include the material identified as Amendments to Schedule C attached.
4. Schedule D is replaced with Schedule D attached.
5. Schedule E is amended to include the statement set out in Amendments to Schedule E attached.
6. Schedule F is amended to include the material identified as Amendments to Schedule F attached.
7. Schedule G is amended to include the material identified as Amendments to Schedule G attached.
8. Schedule K attached is added to the Declaration.

AMENDMENT TO DESCRIPTION

The description identified as Ottawa-Carleton Standard Condominium Plan No. 781 is amended as follows:

1. Part 1 of the description is amended to include the following prepared by Wikar A. Bhatti, O.L.S. and dated November 13, 2008;

One sheet of a perimeter plan of survey, designated as sheet 2 of 6 and two sheets designating units for the land included in the phase, designated as sheet 4 of 6 and 6 of 6.

2. Part 2 of the description is amended to include one sheet designated as sheet 2 of 2 sheets of an exclusive use portions survey for the land included in the phase prepared by Wikar A. Bhatti, O.L.S. and dated November 13, 2008.
3. Part 5 is added consisting of architectural plans of the buildings on the land included in the phase prepared by Douglas Hardie, Architect and dated November 16, 2008.

Dated at the City of Ottawa this 16 day of November, 2008.

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

AVIATION ROAD INC.

Per: 

Name: David Kardish

Title: Authorized Signing Officer

I have the authority to bind the Corporation

SCHEDULE A
LEGAL DESCRIPTION

FIRSTLY:

Part of Block A and Part of Lots 1 to 6 and Lots 7, 8, 9 and Part of Lot 55 and Part of Ruby Street (as closed by By-Law 181-77 registered as Instrument No. CT259715), Plan 323, City of Ottawa designated as Parts 1 to 6 on Plan 4R-22644, City of Ottawa

hereinafter referred to as the "Condominium Lands".

SUBJECT TO an easement, as set out in Instrument No. OC742121, in favour of Rogers Cable Communications Inc./Communications Rogers Cable Inc..

SUBJECT TO an easement, as set out in Instrument No. OC742106, in favour of Bell Canada.

SECONDLY:

PIN 04269-1861

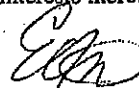
Part of Lots 1 to 6 and Lots 10 to 14 and Part of Lots 15 & 16, and Part of Ruby Street (as closed by By-Law 181-77 registered as Instrument No. CT259715), Plan 323, City of Ottawa designated as Parts 7 to 10 on Plan 4R-22644 .

hereinafter referred to as the "Phase I Lands".

SUBJECT TO an easement, as set out in Instrument No. OC742121, in favour of Rogers Cable Communications Inc./Communications Rogers Cable Inc..

SUBJECT TO an easement, as set out in Instrument No. OC742106, in favour of Bell Canada.

In my opinion, based on the Parcel Register and the Plans and documents recorded in them, the legal description set out above in 'SECONDLY' is correct, the easements described in 'SECONDLY' will exist in law upon registration of the amendment to the declaration and the description creating the phase, the Declarant is the registered owner of the land included in the phase and appurtenant interests thereto.



Elizabeth A. Maiden, Solicitor

In my opinion, based on the parcel register and the plans and documents recorded herein the following described easements, as described in Instrument Number OC832760 will merge and no longer exist in law upon the registration of the amendment to the Declaration:

SUBJECT TO an easement over Ottawa-Carleton Standard Condominium Plan No. 781 for vehicular and pedestrian access and all other purposes required in connection with the construction of units in favour of Part of Lots 1 to 6, and Lots 10 to 14, and Part of Lots 15 and 16, and Part of Ruby Street (as closed by By-Law 181-77 registered as Instrument No. CT259715), Plan 323, designated as Parts 7 to 10 on Plan 4R-22644 as in OC832760.

TOGETHER WITH an easement over for Part of Lots 1 to 6 and Lots 10 to 14 and Part of Lots 15 and 16, and Part of Ruby Street (as closed by By-Law 181-77 registered as Instrument No. CT259715), Plan 323, designated as Parts 7 to 10 on Plan 4R-22644 being Part of PIN 04269-1854, for vehicular and pedestrian access and all other purposes required in connection with the construction of units in favour of the owners, their successors and assigns, of Ottawa-Carleton Standard Condominium Plan No. 781 as in OC832760.



Elizabeth A. Maiden, Solicitor

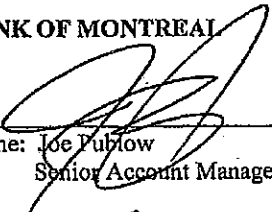
AMENDMENT TO SCHEDULE B

CONSENT AND POSTPONEMENT UNDER CLAUSE 146(4)(a) OF THE CONDOMINIUM ACT

1. We, Bank of Montreal, have a registered mortgage within the meaning of clause 146(4)(a) of the *Condominium Act*, 1998, registered as Number OC587723 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4).
2. The Declaration is registered as Instrument No. OC832760 on March 14, 2008.
3. We consent to the registration of this Amendment to the Declaration pursuant to the Act, against the land included in the phase or interests appurtenant to the land, as the land and the interests are described in the amendment to the description for the purpose of creating the phase.
4. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration, as amended by this amendment.
5. We are entitled by law to grant this consent and postponement.

DATED at the City of Ottawa,
in the Province of
Ontario, this 24th
day of November, 2008.

BANK OF MONTREAL

Per: 
Name: Joe Puflow
Senior Account Manager

Per: 
Name: Mary Patricia Sharon Brown
Senior Account Manager

We have the authority to bind the Bank

AMENDMENTS TO SCHEDULE "C"
BOUNDARIES OF UNITS AND MONUMENTS

The monuments which control the extent and location of the Units are the physical features hereinafter defined, namely:

The Residential Units (Units 29 to 46 Level 1, Units 19 to 36 Level 2)

1. The Horizontal Boundaries of the Units are:

- a) The upper surface of drywall on the uppermost ceilings;
- b)
 - i) Upper unfinished surface of the concrete floor slab beneath the basement portion of the Units on Level 1;
 - ii) Upper unfinished surface of the plywood subfloor beneath the Units on Level 2;
- c) In the vicinity of transition from concrete to stud wall, the lower surface of drywall forming such transition;
- d) In the vicinity of the stairs leading from the ground floor to the second floor:
 - i) The upper surface of drywall on the lower side of the stairs for Units on Level 1;
 - ii) The unfinished Unit side surface of the treads and risers on the upper surfaces of the stairs for Units on Level 2.

2. The Vertical Boundaries of the Units are:

- a) The backside surface of the drywall on the exterior walls of the Unit and the extensions of the planes thereof;
- b) In the vicinity of the exterior windows and doors, the unfinished interior surface of the windows and doors in closed position, the inner surface of the glass contained therein and the unfinished interior surface of window and door frames;

- c) In the vicinity of the structural steel and wood columns, all of which shall not form part of the Unit, the backside surface of drywall surrounding such columns.

NOTE: Those portions of the fireplaces and flues contained within the Unit boundaries described above shall form part of the Unit.

3. The Parking Units (Units 47 to 50 inclusive Level 1)


- a) Vertical planes controlled by the survey monuments and the measurements thereto.

NOTE: The parking Units have no upper or lower limits.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Sheets 4 and 6 of Part 1 of the description.

DATED AT the City of Ottawa, this 13th day of November, 2008.



Wikar A. Bhatti
Ontario Land Surveyor

SCHEDULE D

TO THE AMENDMENT TO DECLARATION AND DESCRIPTION
TO CREATE A PHASE

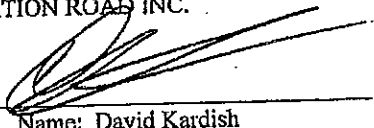
Legal Unit #	Level	Percentage Interest & Percentage Contribution
1	1	1.3403842%
2	1	1.2529678%
3	1	1.2529678%
4	1	1.3403842%
5	1	1.3403842%
6	1	1.2529678%
7	1	1.2529678%
8	1	1.3403842%
9	1	1.3403842%
10	1	1.2529678%
11	1	1.2529678%
12	1	1.2529678%
13	1	1.2529678%
14	1	1.3403842%
15	1	1.3403842%
16	1	1.2529678%
17	1	1.2529678%
18	1	1.3403842%
19	1	0.1629614%
20	1	0.1629614%
21	1	0.1629614%
22	1	0.1629614%
23	1	0.1629614%
24	1	0.1629614%
25	1	0.1629614%
26	1	0.1629614%
27	1	0.1629614%
28	1	0.1629614%
29	1	1.3403842%
30	1	1.2529678%
31	1	1.2529678%
32	1	1.2529678%
33	1	1.2529678%
34	1	1.3403842%
35	1	1.3403842%
36	1	1.2529678%
37	1	1.2529678%
38	1	1.2529678%
39	1	1.2529678%
40	1	1.2529678%
41	1	1.3403842%
42	1	1.3403842%
43	1	1.2529678%
44	1	1.2529678%
45	1	1.2529678%
46	1	1.3403842%
47	1	0.1629614%
48	1	0.1629614%
49	1	0.1629614%
50	1	0.1629614%
1	2	1.4828405%
2	2	1.3921865%
3	2	1.3921865%
4	2	1.4828405%
5	2	1.4828405%
6	2	1.3921865%
7	2	1.3921865%
8	2	1.4828405%

Legal Unit #	Level	Percentage Interest & Percentage Contribution
9	2	1.4828405%
10	2	1.3921865%
11	2	1.3921865%
12	2	1.3921865%
13	2	1.3921865%
14	2	1.4828405%
15	2	1.4828405%
16	2	1.3921865%
17	2	1.3921865%
18	2	1.4828405%
19	2	1.4828405%
20	2	1.3921865%
21	2	1.3921865%
22	2	1.3921865%
23	2	1.3921865%
24	2	1.4828405%
25	2	1.4828405%
26	2	1.3921865%
27	2	1.3921865%
28	2	1.3921865%
29	2	1.3921865%
30	2	1.3921865%
31	2	1.4828405%
32	2	1.4828405%
33	2	1.3921865%
34	2	1.3921865%
35	2	1.3921865%
36	2	1.4828405%
		100.000000%

Percentages and Calculations contained herein verified by:

AVIATION ROAD INC.

Per:



Name: David Kardish
 Title: Authorized Signing Officer

I have the authority to bind the Corporation

**AMENDMENTS TO SCHEDULE E
TO THE AMENDMENT TO DECLARATION AND DESCRIPTION
TO CREATE A PHASE**

There are no amendments to the existing specifications of common expenses.

**AMENDMENTS TO SCHEDULE F
TO THE AMENDMENT TO DECLARATION AND DESCRIPTION
TO CREATE A PHASE
EXCLUSIVE USE AREAS**

The owners of the dwelling units shall have the exclusive use of the balcony or balconies situated adjacent to such unit and to which such unit has sole access.

The owners of the Level 1 units shall have the exclusive use of the patio area situated adjacent to such units being that portion of the common elements located by being numbered numerically, designated and preceded by the prefix "T" as shown on Part 2, Sheet 2 of the Description.

AMENDMENTS TO SCHEDULE G
TO THE AMENDMENT TO DECLARATION AND DESCRIPTION
TO CREATE A PHASE

CERTIFICATE OF ARCHITECT
FORM 2

(under clause 8(1)(e) or (h) of the *Condominium Act, 1998*)

I, Douglas Hardie, certify that ~~each building on the property~~ OR each building on the ^{lands} property included in the phase has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

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

DATED this 20th day of November, 2008.

Douglas Hardie, Architect

AMENDMENTS TO SCHEDULE G

TO THE AMENDMENT TO DECLARATION AND DESCRIPTION
TO CREATE A PHASECERTIFICATE OF ARCHITECT
FORM 2(under clause 8(1)(e) or (h) of the *Condominium Act, 1998*)

I, R.S. Cebryk, certify that ~~each building on the property~~ OR each building on the ^{lands} property 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.
- Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a Unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4. All underground garages have walls and floor assemblies in place.
OR
 There are no underground garages.
5. All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.
OR
 There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a Unit and designated for use only within the Unit.
6. All installations with respect to the provision of water and sewage services are in place.
7. All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8. All installations with respect to the provision of air conditioning are in place.
OR
 There are no installations with respect to the provision of air conditioning.
9. All installations with respect to the provision of electricity are in place.
10. All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.
OR
 There are no indoor and outdoor swimming pools.
11. Except as otherwise specified in the regulations, the boundaries of the Units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

DATED this 23 day of October, 2008.

 R.S. Cebryk, Engineer

AMENDMENT TO SCHEDULE 'G'

STATEMENT FROM MUNICIPALITY

The City of Ottawa hereby confirms that all facilities and services have been installed and provided sufficiently to ensure the Independent operation of Ottawa-Carleton Standard Condominium Corporation No. 781 if no subsequent phases are created.

IN WITNESS WHEREOF, the City has affixed its corporate seal as attested to by the hands of its authorized signing officers.

DATED AT OTTAWA, this 27 day of NOVEMBER, 2008

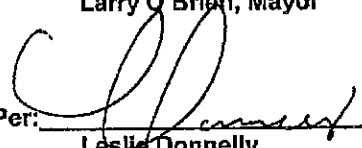
SIGNED, SEALED AND DELIVERED
in the presence of

Approved for Execution

GMP
City Solicitor

CITY OF OTTAWA

Per: 
Larry O'Brien, Mayor

Per: 
Leslie Donnelly
Deputy City Clerk

We have the authority to bind the Corporation

SCHEDULE K

**TO THE AMENDMENT TO DECLARATION AND DESCRIPTION
TO CREATE A PHASE**

The Approving Authority, being the City of Ottawa, approved the amendments to Parts 1 and 2, and exempted Parts 3, & 4 of the description with no conditions.

OFFICE SCHEDULE

OC 934497

DEC 04 2008 11:10

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

J. Smith ASST
DEF.

DECLARATION

CONDOMINIUM
ACT, 1998

OTTAWA-CARLETON *Standard* CONDOMINIUM PLAN NO. *781*

NEW PROPERTY IDENTIFIER'S BLOCK *15781*

RECENTLY: *04269-1861*

DECLARANT: *Aviation Road Inc*

SOLICITOR: *SOLOWAY WRIGHT*

Elizabeth Maiden.

ADDRESS: *900-427 Laurier Avenue West*

Ottawa, ON

K1R 7Y2

PHONE: *613-236-0111*

FAX: *613-238-8507.*

No. OF UNITS *40*

FEES: *200* \$70.00 + (\$5.00 x (number of unit)) = \$ *270.00*


OFFICE SCHEDULE

832760

OC _____ 15:37

MAR 14 2008

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


SUZANNE JACOVITTI
ASSISTANT DEPUTY LAND
REGISTRAR

DECLARATION

CONDOMINIUM ACT, 1998

OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 781

NEW PROPERTY IDENTIFIER'S BLOCK 15781

RECENTLY: 04269-1854

DECLARANT: AVIATION ROAD INC.

SOLICITOR: Soloway WRIGHT LLP

ELIZABETH A. MADEAS

ADDRESS:

427 Laurier Avenue West
Suite 900

Ottawa

K1R 7Y2

PHONE: 613-236-0111 FAX: 613-238-8507

No. OF UNITS 46

FEES: \$70.00 + (\$5.00 x (number of unit)) = \$ 300¹⁸

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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:

AVIATION ROAD 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 residential terrace home development containing thirty-six (36) dwelling units and ten (10) 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" shall mean the condominium corporation created upon the registration of the Declaration and of the description under the Act;
- c) "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 lands and interests appurtenant to the lands in the Description and firstly described in Schedule A be governed by the Act, and any amendments thereto. The registration of this Declaration ~~and the description~~ will create a freehold standard condominium corporation that is a phased condominium corporation as defined in the Act. The Declarant further intends that the land secondly described in Schedule A and interests appurtenant to said land shall constitute the Servient Land within the meaning of the Act.

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

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

1.5 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:

2nd Floor, 1737 Woodward Drive
Ottawa, Ontario K2C 0P9

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. Common expenses shall include the expenses listed in Schedule E attached hereto.

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.
- 3.2 Exclusive Use Areas. Those areas of the common elements over which certain owners have exclusive use are set out in Schedule "F" attached hereto, and as shown on Part 2, Sheet 1 of the description.
- 3.3 Restrictive Access. Without the consent in writing of the Board, no owner shall have any right of access to those parts of the common elements used from time to time as utility areas or for operating machinery, or any other parts of the common elements used for the care, maintenance or operation of the property.
- 3.4 Substantial Change to Property.
- a) The Corporation may by vote of owners who own sixty-six and two thirds percent (66 2/3%) of the units make any substantial addition, alteration or improvement to or renovation of the common elements or make any substantial change in the assets of the Corporation in accordance with the applicable provincial and municipal legislation and other governing by-laws, rules.
 - b) The provisions of the Act govern all other alterations, additions and improvements to or renovation of the common elements or change in the assets of the Corporation.
 - c) The provisions of the Act govern the determination as to whether any addition, alteration or improvement to, or renovation of the common elements, or any change in the assets of the Corporation is substantial.

4. **UNITS**

- 4.1 Occupation and Use. The occupation and use of the units shall be in accordance with the following restrictions and stipulations:
- a) The dwelling units shall be occupied and used for residential purposes as defined in and in conformity with the zoning and property standards by-laws of the City of Ottawa and for no other purpose.
 - b) No unit shall be occupied or used by any one in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance referred to in this Declaration. Should the occupation or use of a unit result in an increase of premium payable by the Corporation for any policy or policies of insurance, then the owner of such unit shall be liable to the Corporation for the increased premium payable which shall be charged back to the owner as additional contributions towards common expenses and shall be recoverable as such or recoverable by any other procedure the Corporation elects.
 - c) The owner of each unit shall comply and shall require all residents, occupants 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.

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.

- e) No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the owner is in default of payment of common expenses, in which case, the tenant shall deduct from the rent payable to the owner the owner's share of the common expenses and shall pay the same to the Corporation.
- f) Any owners leasing their unit shall not be relieved from any of their obligations with respect to the unit which shall be joint and several with their tenant.
- g) Save and except for interior decorating and minor alterations of a cosmetic nature, no owner shall make any change or alteration to the 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 or balcony area where such change, alteration or decoration is normally visible from the exterior thereof.
- h) All owners may install a central air conditioning apparatus at the rear of their 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. Notwithstanding the foregoing, water-cooled central air conditioning apparatuses and individual window air conditioning units are prohibited on the property.
- i) No hard surfaces, such as ceramic, marble tile or hardwood flooring, are permitted on the stairs leading to the upper terrace home units.
- j) No owner shall make any change to an installation upon the common elements, or maintain, decorate, alter, repair or landscape any part of the common elements or the owner's exclusive use common elements, without the prior written consent of the Board and entering into an agreement with the Corporation if required under the Act, except for maintenance of those parts of the common elements which the owner has the duty to maintain.
- k) Notwithstanding any by-law or rule of the Corporation to the contrary, the Declarant shall be entitled to erect and maintain signs, flags, displays and sales areas for marketing, rental and sales purposes including a sales and/or rental office and models for display and sales purposes relating to proposed or existing units of the property or other similar proposed or existing units belonging to the Declarant not located on the property, upon the common elements and within or outside any unsold units on the property, pursuant to the Declarant's ongoing marketing program, at such location and having such dimensions as the Declarant may determine in its sole discretion until all units of the property are sold and conveyed by the Declarant. Other than for these purposes, no signs may be erected on the common elements nor displayed within or outside any units. The 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 visitors' parking spaces for the use of the Declarant's staff and visitors and such further parking as the Declarant may require at a location or locations to be determined by the Declarant in its sole discretion, and may park upon any unallocated parking spaces on the property, until such time as all of the units of the property are sold and conveyed. The Declarant is entitled to use any 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.

Notwithstanding anything herein or any rule or regulation of the Corporation to the contrary, the Declarant as well as any company affiliated with the Declarant, or other person approved in writing by the Declarant shall be irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy, to sell, lease, rent or transfer units owned by the Declarant or such person, as the case may be, for any period and under any terms to any tenants, purchasers or transferees without the consent of any person including the Corporation being required.

It is the intent of this sub-paragraph (k) that neither the Corporation nor the Board shall interfere with the construction, sale, lease, rent or transfer of such units by the Declarant. Accordingly, any rule or regulation adopted either by the Board or the Corporation which is inconsistent with the intent of this paragraph shall be null and void. The costs of any action concerning the enforcement of any rights hereunder shall be borne by the party against whom a judgment is rendered. The Declarant (and any person or affiliated company designated by the Declarant as above provided) shall at all times act fairly and reasonably in its exercise of the rights reserved by this subsection.

4.2 Parking Units and Parking Spaces.

- a) Each parking unit and parking space shall be used only for the parking of one (1) operable passenger motor vehicle. The term "passenger motor vehicle" shall be defined from time to time in the rules of the Corporation.
- b) The Board may, from time to time, make and pass such rules regarding the use and occupation of parking units and parking spaces.
- c) No owner of a parking unit shall sell, transfer, gift or otherwise dispose of same except to the Corporation, or to an owner of a dwelling unit in this condominium or to the Declarant. No parking unit may be leased or licensed, either in writing or otherwise, except to any owner, tenant or licensee of a dwelling unit in this condominium, the Corporation, or the Declarant. The term of any lease or license of a parking unit to a tenant or licensee of a dwelling shall not extend beyond the term of the tenancy or license of such dwelling-unit.
- d) The Declarant shall have the right to convey any unsold parking units to the Corporation without consideration at any time in its sole and unfettered discretion.

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 unit at all reasonable times upon giving reasonable notice for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, or carrying out any duty imposed upon the Corporation.
- b) In case of an emergency, an agent of the Corporation may enter a unit at any time and without notice, for the purpose of repairing the unit, common elements or part of the common elements or for the purpose of correcting any condition which might result in damage or loss to the property including without limiting the generality of the foregoing to access, maintain, repair or replace the shut off valves and common pipes providing water service for the benefit of more than one unit. The Corporation or any one authorized by it may determine whether an emergency exists.

- c) If an owner is not personally present to grant entry to the unit the Corporation, or its agents, may enter upon such unit, provided that they firstly take reasonable steps to obtain permission from the owner or occupant of such unit and provided that they exercise courtesy and reasonable care in conducting the activity which requires their entry into such unit.
- d) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any unit except as specifically provided in this Declaration or the by-laws.

5. MAINTENANCE AND REPAIRS

5.1 Repairs and Maintenance by Owner. Subject to the provisions of s.123 of the Act and this Declaration, Owners shall maintain their dwelling units and repair or replace all components of their dwelling units,(including any air conditioner located outside of their unit but servicing their unit) upon failure from normal wear and tear and where such components are at the end of their life cycle. 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 and air conditioners 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 of Directors. In addition owners shall:

- a) at all times maintain heat in their dwelling units above the freezing temperature of water;
- b) keep their parking units and/or parking spaces clean and free of debris;
- c) 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; and
- d) be responsible for cleaning the balconies to which they have sole access including the removal of snow and ice if required for safety reasons

Owners 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 units/spaces and all other common elements at its own expense. In the event repairs are required to the asphalt topping in the parking units/spaces as a result of spills or leakages the costs of such repairs shall be charged back to the owner of the parking unit(s)/space, and shall be deemed to be additional contributions to the common expenses and recoverable from the owner as such.
- b) The Corporation shall repair or replace the Units and any affected component after damage or failure provided that such damage or failure is as a result of an event or peril (as such term is defined in the Corporation's insurance policy) for which the Corporation has obtained insurance against. This obligation to repair or replace a Unit or its affected component does not include the obligation to repair or replace a Unit/component after normal wear and tear or a Unit/component that is at the end of its expected life cycle. The Corporation is not responsible for any maintenance, repair or replacement of improvements to the Units under any circumstance.

- c) The Corporation shall be responsible for lawn cutting and maintenance including any yards at the rear of Level 1 units and for maintenance and repair of the patios adjacent to Level 1 units 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 other than from balconies.
- e) The Corporation shall be responsible for periodically cleaning the exterior surface of all windows.

6. INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

6.1 Insurance Trustee. Upon the occurrence of damage involving an insurance claim of at least fifteen percent (15%) of the replacement cost of the property covered by the insurance policy, the Corporation shall enter into an agreement with an insurance trustee which shall be a trust company registered under the Loan and Trust Corporations Act, or shall be a chartered bank, which agreement shall, without limiting the generality, provide the following:

- a) the receipt by the insurance trustee of any proceeds of insurance payable to the Corporation in excess of fifteen percent (15%) of the replacement cost of the property covered by the insurance policy;
- b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of this Declaration;
- c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement;
- d) the notification by the insurance trustee to the mortgagee of any insurance monies payable by it.

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

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

- a) the Corporation is obligated to repair any unit under paragraph 5.2 hereof, in accordance with the provisions of the Act, the insurance trustee, if one shall have been appointed, shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the insurance trust agreement, in order to satisfy the obligation of the Corporation to make such repairs;
- b) there is no obligation by the Corporation to repair any unit in accordance with the provisions of the Act and if there is termination in accordance with the Act, the insurance trustee shall hold all proceeds for the owners in the proportion of their respective interests in the common elements and shall pay such proceeds to the owners in such proportions, upon registration of a notice of termination by the Corporation;
- c) there is an obligation by the Corporation to repair any unit or the common elements in accordance with the provisions of the Act, the insurance trustee shall hold all proceeds for the Corporation and owners whose units have been damaged, as their respective interests may appear, in accordance with the provisions of the insurance trust agreement in order to satisfy their respective obligations to make repairs, pursuant to the provisions of Article 5 of this Declaration and the Act.
- d) Notwithstanding anything to the contrary herein contained, any proceeds payable by the insurance trustee to an owner, in accordance with the provisions subclause 6.2(b) hereof, shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss be payable in such policy or policies of insurance and in satisfaction of the amount due under any liens registered by the Corporation against such unit.

7. INSURANCE

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

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

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

such policy or policies of insurance shall insure the interests of the Corporation and the owners from time to time, as their respective interests may appear, which shall be subject to the provisions of this Declaration and the insurance trust agreement, if any, and shall contain the following provisions:

- i) that loss shall be payable to the insurance trustee, if any is appointed pursuant to the terms of Section 6.1(a),
 - ii) waivers of subrogation against the Corporation, its manager, agents, employees and servants and owners, and any member of the household, or guests of any owner or occupant of a unit and insurance trustee, except for arson and fraud, vehicle impact, vandalism or malicious mischief,
 - iii) that such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days' prior written notice to all parties whose interests appear thereon, and to the insurance trustee,
 - iv) all policies of insurance shall provide that the same shall be primary insurance in respect of any other insurance carried by any owner,
 - v) a waiver of the insurer's option to repair, rebuild, or replace in the event that after damage the Corporation is terminated, and
 - vi) reasonable deductibles not exceeding 3% of the replacement cost of the insured property,
- c) public liability and property damage insurance insuring the liability of the Corporation and the owner from time to time, with limits to be determined by the Board but not less than \$2,000,000.00, and without right of subrogation as against the Corporation, its manager, agents, servants and employees, and as against the owners, and any member of the household or guests or any owner or occupant of a unit;
 - d) boiler machinery insurance to the extent required as the Board may from time to time deem advisable;
 - e) directors and officers liability insurance without an exclusion based on or attributable to any wrongful act in procuring, effecting and maintaining insurance, or with respect to amount, form, conditions or provision of such insurance and with limits of at least \$2,000,000.00;

- f) employee dishonesty insurance (form A) with the definition of "employee" to include non-compensated elected directors and officers of the Corporation, having limits sufficient to cover the exposure to loss but in no event less than \$100,000.00;
- g) depositor's forgery insurance with limits sufficient to cover the exposure to loss, but in no event less than \$50,000.00; and
- h) insurance against the liability of the Corporation resulting from a breach of duty as occupier of the common elements or land that the Corporation holds as an asset.

7.2 By the Owner. It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, must be obtained and maintained by each Owner at such Owner's own expense;

- a) Insurance on any improvements to a Unit to the extent same are not covered as part of the standard unit for the class of unit to which the Owner's Unit belongs by the insurance obtained and maintained by the Corporation, (an improvement to a unit shall be determined by reference to a standard unit for the class of unit to which the unit belongs as provided in the Act), and for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within the Unit and the personal property and his or her personal property and chattels stored elsewhere on the Property, including automobile or automobiles, and for loss of use and occupancy of the unit in the event of damage, which policy or policies of insurance shall contain a waiver of subrogation against the Corporation, its manager, agents, employees and servants, and against the other owners and any members of their household, except for any damage arising from vehicle impact, arson and fraud, vandalism and malicious mischief caused or contributed by any of the aforementioned parties;
- b) public 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 public liability and property damage insurance obtained and maintained by the Corporation.
- c) Insurance covering the deductible to be paid by the Owner on the Corporation's master insurance policy, in the event of damage to a unit or the common elements caused by acts or omissions of the owner, or a tenant or occupant of the owner's unit.

Owners are recommended to obtain, although it is not mandatory, insurance covering:

- a) 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;
- b) Special assessments levied by the Corporation and contingent insurance coverage in the event the Corporation's insurance is inadequate.
- c) or any other insurance, if deemed necessary or desirable by any owner, may be obtained and maintained by such owner:

7.3 General Provisions.

- a) At least every three (3) years or more often as required by legislation, or at such other time as the Board may deem advisable, and also upon the request of a mortgagee or mortgagees holding mortgages on fifty percent (50%) or more of the units, the Corporation shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be effected pursuant to paragraph 7.1 hereof and the cost of such appraisal shall be a common expense.
- b) The Corporation, its Board, and its officers, shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment.

Provided, however, that the Board may, in writing, authorize an owner to adjust any loss to his or her unit.

- c) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent, if the mortgage itself contains a provision giving the mortgagee that right, and also to the right of any mortgagee to receive the proceeds of any insurance policy, if the property is not repaired.
- d) A certificate or memorandum of all insurance policies, and endorsements thereto shall be issued as soon as possible to each owner and a duplicate original or certified copy of the policy to each mortgagee; renewal certificates or certificates of new insurance policies shall be furnished to each owner and renewal certificates or certified copies of new insurance policies to each mortgagee not later than ten (10) days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the Corporation.
- e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in the Declaration.
- f) Should an owner use a unit which will result in an increase in the insurance premiums payable by the Corporation, then such owner shall be liable to pay such increase of the insurance premium. All payments pursuant to this clause are deemed to be additional contributions toward the common expenses and recoverable as such or by such other procedure the Corporation elects.
- g) Any deductible loss under the Corporation's policy relating to damage to a unit shall be the responsibility of the owner of the unit and shall be added to the common expenses payable for the owner's unit. In addition, any deductible loss under the Corporation's policy relating to damage to any part of the property which results from a negligent act or omission of the owner, or his or her guests, agents or occupants, shall be the responsibility of the owner and shall be added to the common expenses payable for the owner's unit.

8. INDEMNIFICATION

- 8.1 Indemnification. Each owner shall indemnify and save harmless the Corporation from and against any loss, cost, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such owner, the owner's family or any member thereof, any other resident or occupant of that unit or any guests, invitees, licensees or agents of such owner or resident to or with respect to the common elements and/or all other units, except for any loss, cost, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation but this exception shall not apply to vehicle impact, arson, fraud, vandalism and malicious mischief.

All payments pursuant to this clause are deemed to be additional contributions toward the common expenses and recoverable as such or by such other procedure the Corporation elects.

- 8.2 Municipal Agreements. Save and except for the obligations of the Declarant pertaining to the development of the property, the Corporation shall comply with those terms and conditions of the municipal agreements between the Declarant and the City of Ottawa pertaining to the ongoing maintenance and use of the property and hereby indemnifies and saves harmless the Declarant from all cost, damage or liability whatsoever which the Declarant may suffer or incur resulting from non-compliance with those terms.

9. GENERAL MATTERS AND ADMINISTRATION

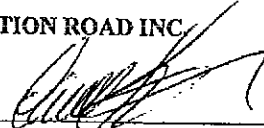
- 9.1 Units Subject to the Act, Declaration, By-laws, Rules. All present and future owners, tenants and residents of units, their families, guests, invitees, licensees or agents shall be subject to and shall comply with the provisions of the Act, this Declaration, the by-laws, and any other rules of the Corporation. 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.
- 9.2 Invalidity. Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event all the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.
- 9.3 Waiver. The failure to take action to enforce any provision contained in the Act, this Declaration, the by-laws, or any other rules of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.
- 9.4 Notice. Except as hereinbefore set forth, any notice, direction or other instrument required or permitted may be given if served personally by delivering same to the party to be served, or to any officer of the party to be served, or may be given by ordinary mail, postage prepaid, addressed to the Corporation at its address for service herein, to each owner at his or her respective unit or at such other address as is given by the owner to the Corporation for the purpose of notice, and to each mortgagee who has notified its interest to the Corporation at such address as is given by each mortgagee to the Corporation for the purpose of notice; and if mailed as aforesaid the same shall be deemed to have been received and to be effective on the first business day following the day on which it was mailed. Any owner or mortgagee may change its address for service by notice given to the Corporation in the manner aforesaid.
- 9.5 Interpretation. This Declaration shall be read with all changes of number and gender required by the context. The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

DATED AT OTTAWA in the City of Ottawa and Province of Ontario, this 10th day of March, 2008.

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

AVIATION ROAD INC.

Per:


Name: DAVID KARUSH
Title: Authorized Signing Officer

I have authority to bind the Corporation

**SCHEDULE A
LEGAL DESCRIPTION**

FIRSTLY:

PART OF PIN 04269-1854

Part of Block A and Part of Lots 1 to 6 and Lots 7, 8, 9 and Part of Lot 55 and Part of Ruby Street (as closed by By-Law 181-77 registered as Instrument No. CT259715), Plan 323, City of Ottawa designated as Parts 1 to 6 on Plan 4R-22644, City of Ottawa

RESERVING an easement over Part of Block A and Part of Lots 1 to 6 and Lots 7, 8, 9 and Part of Lot 55 and Part of Ruby Street (as closed by By-Law 181-77 registered as Instrument No. CT259715) designated as Parts 1 to 6 on Plan 4R-22644 being Part of PIN 04269-1854, for vehicular and pedestrian access and all other purposes required in connection with the construction of units in favour of Part of Lots 1 to 6, and Lots 10 to 14, and Part of Lots 15 and 16, and Part of Ruby Street (as closed by By-Law 181-77 registered as Instrument No. CT259715), Plan 323, designated as Parts 7 to 10 on Plan 4R-22644 being Part of PIN 04269-1854.

TOGETHER WITH an easement over for Part of Lots 1 to 6 and Lots 10 to 14 and Part of Lots 15 and 16, and Part of Ruby Street (as closed by By-Law 181-77 registered as Instrument No. CT259715), Plan 323, designated as Parts 7 to 10 on Plan 4R-22644 being Part of PIN 04269-1854, for vehicular and pedestrian access and all other purposes required in connection with the construction of units in favour of Part of Block A, and Part of Lots 1 to 6 and Lots 7, 8, 9 and Part of Lot 55 and Part of Ruby Street (as closed by By-Law 181-77 registered as Instrument No. CT259715) designated as Parts 1 to 6 on Plan 4R-22644 being Part of PIN 04269-1854.

SUBJECT TO an easement, as set out in Instrument No. OC742121, in favour of Rogers Cable Communications Inc./Communications Rogers Cable Inc..

SUBJECT TO an easement, as set out in Instrument No. OC742106, in favour of Bell Canada.

In my opinion, based on the Parcel Register and the Plans and documents recorded therein, the legal description is correct, the described easements will exist in law upon the registration of the declaration and description, and the Declarant is the registered owner of the property and appurtenant interests.

SECONDLY:

The following is the legal description of the Servient Lands:

PART OF PIN 04269-1854

Part of Lots 1 to 6 and Lots 10 to 14 and Part of Lots 15 & 16, and Part of Ruby Street (as closed by By-Law 181-77 registered as Instrument No. CT259715), Plan 323, City of Ottawa designated as Parts 7 to 10 on Plan 4R-22644.

SUBJECT TO an easement over for Part of Lots 1 to 6, and Lots 10 to 14, and Part of Lots 15 and 16, and Part of Ruby Street (as closed by By-Law 181-77 registered as Instrument No. CT259715), Plan 323, designated as Parts 7 to 10 on Plan 4R-22644 being Part of PIN 04269-1854, for vehicular and pedestrian access and all other purposes required in connection with the construction of units in favour of Part of Block A, and Part of Lots 1 to 6, and Lots 7, 8, 9 and Part of Lot 55 and Part of Ruby Street (as closed by By-Law 181-77 registered as Instrument No. CT259715), all on Plan 323 designated as Parts 1 to 6 on Plan 4R-22644 being Part of PIN 04269-1854.

TOGETHER WITH an easement over Part of Block A, and Part of Lots 1 to 6 and Lots 7, 8, 9 and Part of Lot 55 and Part of Ruby Street (as closed by By-Law 181-77 registered as Instrument No. CT259715) designated as Parts 1 to 6 on Plan 4R-22644 being Part of PIN 04269-1854, for vehicular and pedestrian access and all other purposes required in connection with the construction of units in favour of Part of Lots 1 to 6, and Lots 10 to 14, and Part of Lots 15 and 16, and Part of Ruby Street (as closed by By-Law 181-77 registered as Instrument No. CT259715), Plan 323, designated as Parts 7 to 10 on Plan 4R-22644 being Part of PIN 04269-1854.

SUBJECT TO an easement, as set out in Instrument No.OC742121, in favour of Rogers Cable Communications Inc./Communications Rogers Cable Inc..

SUBJECT TO an easement, as set out in Instrument No.OC742106, in favour of Bell Canada.

DATED at Ottawa this 11th day of March, 2008



Elizabeth A. Maiden, Solicitor

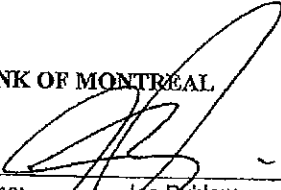
SCHEDULE B


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

1. We, Bank of Montreal, have a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act*, 1998, registered as Number OC587723 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 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 at the City of Ottawa,
in the Province of Ontario
Ontario, this 12
day of March, 2008

BANK OF MONTREAL

Per: 
Name: Joe Puiolow
Senior Account Manager

Per: 
Name: Mary Patricia Sharon Brown
Senior Account Manager

We have the authority to bind the Bank

SCHEDULE "B"

CONSENT UNDER CLAUSE 7 (2) (b) OF THE CONDOMINIUM ACT
(SERVIENT LANDS)

5. We, Bank of Montreal, have a mortgage registered against land owned by the Declarant that is included in the property but not included in a phase, including the buildings and structures on the land, and registered as Number OC587723 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4).
6. 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.
7. We are entitled by law to grant this consent.

DATED at the City of Ottawa,
in the Province of Ontario
Ontario, this 12
day of March, 2008

BANK OF MONTREAL

Per: 

Name: Jos Publow
Senior Account Manager

Per: 

Name: Mary Patricia Sharon Brown
Senior Account Manager

We have the authority to bind the Bank

SCHEDULE "C"

BOUNDARIES OF UNITS AND MONUMENTS

The monuments which control the extent and location of the Units are the physical features hereinafter defined, namely:

The Residential Units (Units 1 to 18 Inclusive, Levels 1 and 2)

1. The Horizontal Boundaries of the Units are:

- a) The upper surface of drywall on the uppermost ceilings;
- b)
 - i) Upper unfinished surface of the concrete floor slab beneath the basement portion of the Units on Level 1;
 - ii) Upper unfinished surface of the plywood subfloor beneath the Units on Level 2;
- c) In the vicinity of transition from concrete to stud wall, the lower surface of drywall forming such transition;
- d) In the vicinity of the stairs leading from the ground floor to the second floor:
 - i) The upper surface of drywall on the lower side of the stairs for Units on Level 1;
 - ii) The unfinished Unit side surface of the treads and risers on the upper surfaces of the stairs for Units on Level 2.

2. The Vertical Boundaries of the Units are:

- a) The backside surface of the drywall on the exterior walls of the Unit and the extensions of the planes thereof;
- b) In the vicinity of the exterior windows and doors, the unfinished interior surface of the windows and doors in closed position, the inner surface of the glass contained therein and the unfinished interior surface of window and door frames;

- c) In the vicinity of the structural steel and wood columns, all of which shall not form part of the Unit, the backside surface of drywall surrounding such columns.

NOTE: Those portions of the fireplaces and flues contained within the Unit boundaries described above shall form part of the Unit.

3. The Parking Units (Units 19 to 28 inclusive Level 1)

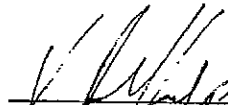
- a) Vertical planes controlled by the survey monuments and the measurements thereto.

NOTE: The parking Units have no upper or lower limits.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Sheets 2 and 3 of Part 1 of the description.

DATED AT the City of Ottawa, this 6th day of March, 2008.



V. Andrew Sheffield
Ontario Land Surveyor

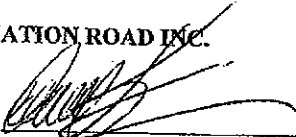
SCHEDULE "D"

Based upon 36 Units and 10
Parking Units

Legal Unit #	Level	Percentage Interest & Percentage Contribution
1	1	2.645480% ✓
2	1	2.472949% ✓
3	1	2.472949% ✓
4	1	2.645480% ✓
5	1	2.645480% ✓
6	1	2.472949% ✓
7	1	2.472949% ✓
8	1	2.645480% ✓
9	1	2.645480% ✓
10	1	2.472949% ✓
11	1	2.472949% ✓
12	1	2.472949% ✓
13	1	2.472949% ✓
14	1	2.645480% ✓
15	1	2.645480% ✓
16	1	2.472949% ✓
17	1	2.472949% ✓
18	1	2.645480% ✓
19	1	0.319737% ✓
20	1	0.319737% ✓
21	1	0.319737% ✓
22	1	0.319737% ✓
23	1	0.319737% ✓
24	1	0.319738% ✓
25	1	0.319738% ✓
26	1	0.319738% ✓
27	1	0.319738% ✓
28	1	0.319738% ✓
1	2	2.926642% ✓
2	2	2.747721% ✓
3	2	2.747721% ✓
4	2	2.926642% ✓
5	2	2.926642% ✓
6	2	2.747721% ✓
7	2	2.747721% ✓
8	2	2.926642% ✓
9	2	2.926642% ✓
10	2	2.747721% ✓
11	2	2.747721% ✓
12	2	2.747721% ✓
13	2	2.747721% ✓
14	2	2.926642% ✓
15	2	2.926642% ✓
16	2	2.747721% ✓
17	2	2.747721% ✓
18	2	2.945591% ✓
		100.000000%

Percentages and Calculations contained herein verified by:

AVIATION ROAD INC.

Per: 
 Name: DAVID KARIS
 Title: Authorized Signing Officer

I have the authority to bind the Corporation

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:
 - i) maintenance materials, tools and supplies
 - ii) landscaping and window cleaning
 - iii) snow removal throughout the common elements (other than from balconies of units)
 - iv) hydro, heat, water and equipment in relation thereto for the common elements
 - v) insurance premiums and all costs related to securing insurance coverage
 - 2) remuneration payable by the Corporation to any employees or independent contractors deemed necessary for the proper operation and maintenance of the property;
 - 3) 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 and the parking units;
 - 6) the cost of complying with the terms and conditions of all municipal agreements registered on the title to the property;
 - 7) the cost of complying with the provisions of the *Condominium Act, 1998*;
 - 8) 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;
 - 9) the fees and disbursements of the insurance trustee, if any;
 - 10) the cost of maintaining fidelity bonds as provided in the by-laws;
 - 11) the cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;
 - 12) 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

1. The owners of the dwelling units shall have the exclusive use of the balcony or balconies situated adjacent to such unit and to which such unit has sole access.
 2. The owners of the Level 1 units shall have the exclusive use of the patio area situated adjacent to such units being that portion of the common elements located by being numbered numerically, designated and preceded by the affix T as shown on Part 2, Sheet 1 of the Description.
-

**SCHEDULE G
CERTIFICATE OF ARCHITECT**

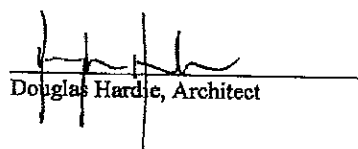
FORM 2

(under clause 8(1)(e) or (h) of the *Condominium Act, 1998*)

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

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

DATED this 11th day of March, 2008



Douglas Hardie, Architect

**SCHEDULE G
CERTIFICATE OF ENGINEER**

FORM 2

(under clause 8(1)(e) or (h) of the *Condominium Act, 1998*)

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

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

DATED this 12 day of December, 2007



R.S. Cebryk, Engineer

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OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 781

BY-LAW NO. 1

Be it enacted as a by-law of Ottawa-Carleton Standard Condominium Corporation No. 781 (hereinafter referred to as the "Corporation") as follows:

1. **DEFINITIONS**

- 1.1. Definitions . The terms used herein shall have ascribed to them the definitions contained in the *Condominium Act*, 1998, (hereinafter called "the Act"), and the declaration made in pursuance thereof and registered the 14th day of March, 2008 (the "Declaration").

2. **SEAL**

- 2.1. Seal . The corporate seal of the Corporation shall be in the form impressed hereon.



3. **REGISTER**

- 3.1. Register . The Corporation shall keep a register (hereinafter called the "Register") respecting the property which shall note the name and address of the owner and mortgagee of each unit who have notified the Corporation of their respective interests in the property. The address of each owner shall be the address of that owner's residential unit and the address of each mortgagee shall be the address shown for it on its mortgage registered in the Land Registry Office for the Land Titles Division of Ottawa-Carleton No. 4, unless the Corporation is given written notice of a different address by such owner or mortgagee.

4. **MEETING OF OWNERS**

- 4.1. Annual Meeting . The annual meeting of the owners shall be held at such place within the City of Ottawa at such time and on such day in each year as the board of directors (the "Board") may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the by-laws of the Corporation, to be read at and laid before the owners at an annual meeting, electing directors, appointing the auditor and fixing or authorizing the Board to fix the auditor's remuneration and for the transaction of such other business as may properly be brought before the meeting. The first annual general meeting shall be called within three (3) months of the date of registration of the Declaration and, subsequently within six (6) months of the end of each fiscal year of the Corporation. At any such meeting, any owner or any mortgagee entitled to vote shall have an opportunity to raise any matter relevant to the affairs and business of the Corporation.
- 4.2. Special Meeting . The Board or any mortgagee holding mortgages on not less than fifteen percent (15%) of the units shall have the power at any time to call a special meeting of the owners of the Corporation to be held at such time and at such place within the said municipality as may be determined by the Board. The Board shall also call such special meeting upon receipt of requisition in writing made by owners of the Corporation who together own fifteen percent (15%) of the units within thirty (35) days of the receipt of such requisition. If the Board does not within thirty (35) days from the date of such notice call such meeting, the owners or mortgagees who gave such notice may call such meeting which shall be held within forty-five (45) days from the date of the receipt of such requisition. The requisition shall state the nature of the business to be presented at the meeting and shall be signed by the requisitionists and deposited at the address of service of the Corporation.

- 4.3. Notices . Notice of the time and place of each annual, regular or special meeting shall be given not less than fifteen (15) days before the day on which the meeting is to be held, to the auditor of the Corporation and to each owner and mortgagee who is entered on the Register twenty (20) days before the date of the meeting. The Corporation shall not be obliged to give notice to any owners who have not notified the Corporation that they have become an owner or to any mortgagees who have not notified the Corporation that either have become a mortgagee and have been authorized or empowered in their mortgage to exercise the right of the mortgagor to vote. Notice of meetings as hereinbefore required shall have appended to it an agenda of matters to be considered at such meeting. The Board shall, fifteen (15) days or more before each annual meeting of owners, send by prepaid mail or deliver to all owners or mortgagees entitled to vote at their latest address as shown on the Register a copy of the financial statement and the auditor's report.
- 4.4. Reports . A copy of the minutes of meeting of owners and of the Board shall, within ten (10) days of the date of such meeting, be furnished to any mortgagee who has requested the same.
- 4.5. Persons Entitled To Be Present . The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the Register, and any others entitled to vote thereat and the auditor of the Corporation and the directors and officers of the Corporation and others who, although not entitled to vote, are entitled or required under the provisions of the Act or the by-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the chair of the meeting or with the consent of the meeting.
- 4.6. Quorum . At any meeting of owners, a quorum shall be constituted when persons entitled to vote and owning not less than twenty-five percent (25%) of the units are present in person or represented by proxy at such meeting. If thirty (30) minutes after the time appointed for the holding of any meeting of owners, a quorum is not present, the meeting shall be dissolved and shall stand adjourned to such date, time and place as the Board shall determine.
- 4.7. Right to Vote . At each meeting of owners, every owner shall be entitled to vote, subject to the restrictions of Paragraph 4.13 herein set out, who is entered on the Register as an owner or who has given notice to the Corporation in a form satisfactory to the chair of the meeting that he or she is an owner. If a unit has been mortgaged and the person who mortgaged such unit (or that person's proxy) has expressly authorized or empowered the mortgagee to vote and exercise the right of the owner to vote in respect of such unit and such mortgagee has, at least four (4) days before the date specified in the notice for the meeting, notified the owner and the Corporation of its intention to exercise such right, such mortgagee shall be entitled to vote. Any dispute over the right to vote shall be resolved by the chair of the meeting upon such evidence as the chair may deem sufficient. Each owner or mortgagee shall be entitled to only one (1) vote per unit either on a vote by ballot or by a show of hands.
- 4.8. Method Of Voting . At any general or special meeting, any question shall be decided by a show of hands unless a poll is demanded by an owner present in person or by proxy and, unless a poll is so demanded, a declaration by the chair that such question has by the show of hands been carried is prima facie proof of the fact without proof of the number or proportion of votes recorded in favour of or against such question, but a demand for a poll may be withdrawn; provided however, that voting for the election of directors shall be by ballot only.
- 4.9. Representatives . An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and, where a corporation acts in such capacity, any person duly appointed by proxy for such corporation) upon filing with the secretary of the meeting sufficient proof of its appointment, shall represent the owner or mortgagee at all meetings of the owners of the Corporation and may vote in the same manner and to

the same extent as such owner. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of paragraph 4.11 of this Article shall apply.

- 4.10. Proxies . Every owner or mortgagee entitled to vote at meetings of owners may by instrument in writing appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent and with the same power as if the owner or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing signed by the appointor or that person's attorney authorized in writing. The instrument appointing a proxy shall be in the form required by the *Condominium Act, 1998*, and it shall be deposited with the secretary of the meeting before any vote is cast under its authority.
- 4.11. Co-owners . If a unit or a mortgage on a unit is owned by two or more persons, any one of them present or represented by proxy may in the absence of the other or others vote, but if more than one of them are present or represented by proxy, they shall have only one (1) vote.
- 4.12. Votes To Govern . At all meetings of owners every question shall, unless otherwise required by the Act or the Declaration or by-laws be decided by a majority of the votes as set out in paragraph 4.8 of this section, duly cast on the question.
- 4.13. Entitled To Vote . Unless the requirement in connection with the specific matter upon which the vote is being taken stipulates that the resolution must be unanimous, no owner is entitled to vote at any meeting if any contributions to the Corporation payable in respect of that owner's unit are in arrears for more than thirty (30) days prior to the meeting.

5. THE CORPORATION

- 5.1. Duties Of The Corporation . The duties of the Corporation shall include, but shall not be limited to the following:
 - a) operating, managing and administering the common elements and the assets of the Corporation;
 - b) collecting the common element charges from the owners and the establishment and investment of one or more reserve funds as required by the Act;
 - c) obtaining and maintaining insurance for the property as may be required by the Act, the Declaration or by-laws;
 - d) repairing, maintaining and restoring the common elements in accordance with the provisions of the Act, the Declaration and by-laws;
 - e) maintaining adequate records of the financial and other business affairs of the Corporation as required by the Act;
 - f) preparing a budget annually and causing audits to be made after every year end and making auditors' statements available to the owners and mortgagees;
 - g) supplying water, heat, cooling, hydro and gas to the common elements and to the units where applicable;
 - h) effecting compliance by the owners with the Act, the Declaration, the by-laws and the rules; and
 - i) generally performing its obligations under the Act.

5.2. Powers Of The Corporation . The powers of the Corporation shall include but shall not be limited to the following:

- a) employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- b) adoption and amendment of rules concerning the operation and use of the common elements;
- c) employing a manager at a compensation to be determined by the Board, to perform such duties and services as the Board shall authorize;
- d) obtaining and maintaining fidelity bonds in such amounts as the Board may deem reasonable for such officers, directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
- e) investing reserves held by the Corporation, as the Board may deem advisable;
- f) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- g) the borrowing of such amounts as in the board's discretion are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Declaration and By-Laws of the Corporation to a maximum sum equal to one-twelfth of the annual estimated budget for any one occurrence and provided always that any such borrowing shall be without mortgage, pledge or charge of any of the assets of the Corporation;
- h) the borrowing of such amounts in excess of an amount equal to one-twelfth of the annual estimated budget in any fiscal year in accordance with the guidelines set forth in subparagraph (g) above, and/or the securing of any such loan by mortgage, pledge or charge of any asset (other than the reserve fund) of the Corporation subject, in any such instance, to approval of such loan and/or the provisions of such security by vote of the owners at a meeting of the Corporation duly called for such purpose;
- i) to retain and hold any securities or other property, whether real or personal, which shall be received by the Corporation, whether or not the same is authorized by any law, present or future for the investment of trust funds;
- j) to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation at such price, on such terms, and in such manner as the Corporation in its sole discretion deems advisable and to do all things and execute all documents required to give effect to the foregoing, subject to the requirements of the Act;
- k) to lease any part or parts of the common elements as agent of the owners, subject to the requirements of the Act;
- l) to object to assessments under the *Assessment Act* on behalf of owners, should it be considered advisable, and to give notice of such objections to the owners;

6. BOARD OF DIRECTORS

6.1. Affairs Of The Corporation . The affairs of the Corporation shall be managed by the Board.

6.2. Quorum . Until changed by a by-law, the number of directors shall be three (3) of whom two (2) shall constitute a quorum for the transaction of business at any meeting

of the Board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the Board so long as a quorum of the Board remains in office.

6.3. Qualifications . Each director shall be eighteen (18) or more years of age and need not be an owner of the Corporation. No undischarged bankrupt or mentally incompetent person shall be a director and, if a director becomes a bankrupt or a mentally incompetent person, he or she thereupon ceases to be a director.

6.4. Consent . No election or appointment of a person as a director shall be effective unless:

- a) that person consents in writing to act as a director before his or her election or appointment or within ten (10) days thereafter, or
- b) that person was present at the meeting when he or she was elected or appointed and did not refuse at that meeting to act as a director.

6.5. Election And Term .

- a) The directors of the Corporation elected at the first meeting of the owners held to elect directors shall hold office until the next annual meeting of the owners or the meeting of owners set out in subparagraph (b) of the within clause whichever event first occurs.
- b) The Board elected at a time when the Declarant owns a majority of the units shall, not more than twenty-one (21) days after the Declarant ceases to be the registered owner of a majority of the units, call a meeting of the owners of the Corporation to elect a new Board, and such meeting shall be held within twenty-one (21) days after the calling of the meeting.
- c) At the meeting referred to in sub-paragraph (a) above, the directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the said meeting of the owners held to elect directors, one (1) director shall be elected to hold office for a term of one (1) year and two (2) directors shall be elected to hold office for a term of two (2) years. Such directors may, however, continue to act until their successors are elected. If more than one (1) of such directors whose terms are not of equal duration shall resign from the Board prior to the expiration of their respective terms and shall be replaced at a meeting of owners called for that purpose, the director or directors receiving the greater number of votes shall complete the longest remaining terms of the resigning directors. At each annual meeting thereafter, a number of directors equal to the number of directors retiring in such year shall be elected for a term of two (2) years.

6.6. Filling Of Vacancies And Removal Of Directors .

- a) If a vacancy in the membership of the Board occurs other than by way of removal by the owners or as a result of the number of directors being increased, subject to subparagraph (c) and (d) of this paragraph 6, the majority of the remaining members of the Board may appoint any person qualified to be a member of the Board to fill the vacancy until the next annual meeting at which time the vacancy shall be filled by election by the owners.
- b) Where the number of directors is increased, the vacancies resulting from such increase shall only be filled by election at a meeting of the owners duly called for that purpose.
- c) When there is not a quorum of directors in office, the director or directors then in office shall forthwith call a meeting of owners to fill the vacancies and, in default or if there are no directors then in office, the meeting may be called by an owner.

- d) In the event that the owner's request a meeting to fill a vacancy created on the Board, or in the event that the Annual General Meeting is within thirty days of the resignation of a director, the vacancy shall be filled at the meeting or at the Annual General Meeting as applicable, and the director so elected shall fill the remaining term of the director who has resigned.
 - e) Any director may be removed before the expiration of his term by a vote of owners who together own a majority of the units and the owners may elect, in accordance with the by-laws dealing with the election of directors, any person qualified to be a member of the Board for the remainder of the term of the director removed.
- 6.7. Calling Of Meetings . Meetings of the Board shall be held from time to time at such place and at such time and on such day as the president or any two (2) directors may determine, and the secretary shall call such meetings when directly authorized by the president or by any two (2) directors. A quorum of directors may at any time call a meeting of the directors for the transaction of any business, the general nature of which is specified in the notice calling the meeting. Notice of any meeting so called shall be given personally, by ordinary mail or facsimile communication or electronic communication to each director (provided that each director consents to the transmission of notice in that manner) not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the Interpretation Act of Canada for the time being in force) before the time when the meeting is to be held, save that no notice of meeting shall be necessary if all the directors are present and consent to the holding of such meeting or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting. Meetings may be held by teleconference or other form of simultaneous communication.
- 6.8. Regular Meeting . The Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the Board fixing a place and time of regular meetings of the Board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.
- 6.9. First Meeting Of New Board . The Board may without notice hold its first meeting for the purpose of organization and the election and appointment of officers immediately following the meeting of owners at which the directors of such Board were elected, provided a quorum of directors be present.
- 6.10. Interest Of Directors In Contracts . No director shall be disqualified by virtue of being a director from contracting with the Corporation nor shall any contract or arrangement entered into by or on behalf of the Corporation with any director or any firm or Corporation in which any director is in any way interested be avoided, nor shall any director so contracting or being so interested be liable to account to the Corporation for any profit realized by any such contract or arrangement by reason of such director holding such office or of the fiduciary relationship thereby established provided that the provisions of paragraph 6.12 are complied with.
- 6.11. Declaration Of Interest . It shall be the duty of every director of the Corporation who is in any way, whether directly or indirectly, a material interest in any contract or transaction to which the Corporation is or is to be party, to disclose his/her interest in such contract or transaction in writing at a meeting of the directors and he/she shall at that time disclose the nature and extent of such interest and, if applicable, shall not be present during the discussion, shall not vote and shall not be counted in the quorum in respect of such contract or transaction. Where disclosure under this section is required by any director, the director shall make such disclosure at the first meeting of the Board after he/she becomes aware of the contract or transaction. The Board shall enter the

disclosure made by a director in the minutes of the meeting of the Board at which the disclosure was made.

6.12. Indemnity Of Directors And Officers . All of the directors or officers of the Corporation and their heirs, executors, administrators and other legal personal representatives shall be indemnified from time to time and saved harmless by the Corporation from and against:

- a) any liability and all costs, charges and expenses that they sustain or incur in respect of any action, suit or proceeding that is proposed or commenced against them or any one of them for or in respect of anything done or permitted by them in respect of the execution of the duties of their respective offices; and
- b) all other costs, charges and expenses that they sustain or incur in respect to the affairs of the Corporation;

provided that:

- i. no directors or officers of the Corporation shall be indemnified by the Corporation in respect of any liability, costs, charges or expenses that they sustain or incur in or about any action, suit or other proceeding as a result of which they are adjudged to have committed a dishonest or fraudulent act or acts, bad faith, or wilful misconduct;
- ii. the Corporation is advised of any such action, suit or other proceeding, or cost, charge or expense, forthwith after the director or officer receives notice thereof; and
- iii. the Corporation is given the right to join in the defence of the action, suit or proceeding.

6.13. Insurance . The Corporation may purchase and maintain insurance for the benefit of a director or officer thereof except insurance against a liability, cost, charge or expense of the director or officer incurred as a result of a contravention of paragraph 6.12 herein.

7. OFFICERS

7.1. Elected Officers . At the first meeting of the Board after each election of directors, the Board shall elect from among its members a president. In default of such elections the then incumbent, if a member of the Board, shall hold office until his successor is elected. A vacancy occurring from time to time in such office may be filled by the Board from among its members.

7.2. Appointed Officers . From time to time the Board shall appoint a secretary and treasurer and may appoint one or more vice-presidents and such other officers as the Board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may but need not be a member of the Board. One person may hold more than one office and if the same person holds both the office of secretary and the office of treasurer such person may be known as secretary- treasurer.

7.3. Term Of Office . In the absence of written agreement to the contrary the Board may remove at its pleasure any officer of the Corporation.

7.4. President . The president shall, when present, preside at all meetings of the owners and of the Board and shall be charged with the general supervision of the business and affairs of the Corporation.

7.5. Vice-President . During the absence of the president the duties of the president may be performed and the powers of same may be exercised by the vice-president, if one has

been appointed, save that the vice-president shall not preside at a meeting of the Board or at a meeting of owners, if such vice-president is not qualified to attend the meeting as a director or owner, as the case may be. If a vice-president exercises any such duty or power, the absence of the president shall be presumed with reference thereto. A vice-president shall also perform such duties and exercise such powers as the Board may prescribe.

- 7.6. General Manager. The general manager, if one be appointed, shall have the general management and direction subject to the authority of the Board and the supervision of the president, of the Corporation's business and affairs and the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the Board and to settle the terms of their employment and remuneration. The general manager may be appointed to the Board upon such term of employment and compensation that the Board may approve.
- 7.7. Secretary. The secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all others entitled thereto; the secretary, or such other person as the Board may appoint in the absence of the secretary, shall attend all meetings of the directors and of the owners and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings; the secretary shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and shall perform such other duties as may from time to time be prescribed by the Board.
- 7.8. Treasurer. The treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and under the direction of the Board shall control the deposit of money, the safekeeping of securities and the disbursements of the funds of the Corporation; the treasurer shall render to the Board at the meeting thereof or whenever required an account of all his or her transactions as treasurer and of the financial position of the Corporation; and he or she shall perform such other duties as may from time to time be prescribed by the Board.
- 7.9. Other Officers. The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the Board requires of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the Board otherwise directs.
- 7.10. Agents And Attorneys. The Board shall have the power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.
- 7.11. Compensation. There shall be no compensation paid to any officer comprising the Board, whether elected or appointed.

8. BANKING ARRANGEMENTS AND CONTRACTS

- 8.1. Banking Arrangements. The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the Board may designate, appoint or authorize from time to time by resolution and all such banking business or any part thereof shall be transacted on the Corporation's behalf by such one or more officers or other persons as the Board may designate, direct or authorize from time to time by resolution and, to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and

the authorizing of any officer of such banking to do any act or thing on the Corporation's behalf to facilitate such banking business.

- 8.2. Execution Of Instruments . Transfers/deeds of lands, assignments, contracts and obligations on behalf of the Corporation may be signed by the president or a vice-president together with the secretary or treasurer or any other director. Any contract or obligations within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained in the by-laws of the Corporation, the Board may at any time and from time to time direct the manner in which and the person or persons by whom any particular transfer/deed of land, contract, obligation or certificate or any class of transfer/deed of land, contract, obligation or certificate of the Corporation may or shall be signed.

9. FINANCIAL

- 9.1. Financial Year . Until otherwise ordered by the Board, the financial year of the Corporation shall end on the 31st day of December in each year, or on such other day as the Board by resolution may determine.

10. NOTICE

- 10.1. Method Of Giving Notice By The Corporation . Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation, shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to the address noted in the Register, or if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to such person at such address or if sent by means of wire or wireless or any other form or transmitted or recorded communication provided the owner has consented, to such address. Such notice, communication or document shall be deemed to have been given when it is delivered personally or if delivered by mail, three days following the post-date, and a notice sent by any means of wire or wireless or any other form or transmitted or recorded communication shall be deemed to have been given one day following the giving of such notice provided that a written confirmation of the delivery can be produced by the Corporation. Notwithstanding the foregoing, if a meeting of owners is held pursuant to subsection 123 of the Act, notice thereof shall be given to each mortgagee who has notified its interest to the Corporation by registered mail at such address as is given by each mortgagee to the Corporation for the purpose of notice, and each such notice shall be deemed to have been received and to be effective on the third business day following the day on which it was mailed.
- 10.2. Notice To The Board Or Corporation . Any notice, communication or other document to be given to the Board or Corporation shall be sufficiently given if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to it at the address for service of the Corporation set out in the Declaration. Any notice, communication or document so mailed shall be deemed to have been given three days following the post-mark when deposited in a post office.
- 10.3. Omissions And Errors . The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

11. ASSESSMENT AND COLLECTION OF COMMON EXPENSES

- 11.1. Duties Of The Board . All expenses, charges and costs of maintenance or replacement of the common elements and any other expenses, charges or costs which the Board may incur or expend pursuant hereto shall be assessed by the Board and levied against the

owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The Board shall from time to time and at least annually prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year as the case may be. The Board shall allocate and assess such common expenses as set out in the budget for such period among the owners, according to the proportion in which they are required to contribute to the common expenses as set forth in the Declaration. In addition, the Board shall provide in the annual budget a reserve fund for contingencies, working capital, deficits or replacements, which reserve fund or funds shall be an asset of the Corporation. The Board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which such common expenses are based, to all owners and mortgagees entered on the Register.

- 11.2. Owners' Obligations . Each owner shall be obliged to pay to the Corporation or as it may direct the amount of such assessment in equal monthly payments by twelve post-dated cheques or such other means of payment as may be authorized by the Board on the first day of each and every month next following delivery of such assessment until such time as a new assessment shall have been delivered to such owner.
- 11.3. Additional Contributions to Common Expenses . Where an owner has been assessed for an additional contribution to the common expenses by reason of the failure of the owner to repair or maintain his or her unit pursuant to the provisions of the Declaration or the by-laws of the Corporation or for any reason as a result of which such owner is liable to pay an additional contribution to the common expenses, such contribution shall be payable forthwith and in default of such payment shall be recoverable by the Corporation in the same manner as unpaid assessment of common expenses.
- 11.4. Extraordinary Expenditure . Extraordinary expenditures not contemplated in the foregoing budget and for which the Board shall not have sufficient funds may be assessed at any time during the year in addition to the annual assessment by the Board serving notices of such further assessment on all owners which shall include a written statement setting out the reasons for the extraordinary assessment, and such extraordinary assessment shall be payable by each owner within ten (10) days after the delivery thereof to such owner, or within such further period of time and in such instalments as the Board may determine.
- 11.5. Default In Payment Of Assessment .
- a) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of an assessment levied against such owner, for a period of fifteen (15) days, then such amount together with the balance of the most recent assessment shall accelerate and immediately become due and payable, and the Board may bring legal action for and on behalf of the Corporation to enforce collection thereof and there shall be added to any amount found due all costs of such action including costs as between a solicitor and his own client.
 - b) Arrears of payments required to be made under the provisions of this section 11 shall bear interest at the rate of three per cent (3%) over the prime rate per annum established by the Bank of Canada from time to time and shall be compounded monthly until paid.

12. DEFAULT

- 12.1. Notice Of Unpaid Common Expenses . The Board whenever so requested in writing by an owner or mortgagee entered on the Register, shall promptly report any then unpaid common expenses due from, or any other default by, any owner, and any common expenses assessed or other money claims by the Corporation against any owner, which are thirty (30) days past due.

- 12.2. Notice Of Default . The Board when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each mortgagee of such unit, who is entered on the Register, and who has requested that such notices be sent to him.

13. INSURANCE CLAIMS AND LIABILITY FOR COSTS

- 13.1. Liability of Owner . The owner of a Unit is responsible for any cost incurred to repair damage to the owner's unit, the common elements or other Units that may have been cause by either the owner's use, his resident, tenant or invited guest's use of same; and damage to the common elements or other Units that has been caused by the deliberate or negligent conduct of any owner, resident, tenant or their invited guests.
- 13.2. Insurance Deductible. Pursuant to subsections 105(2) and (3) of the Act, where any insurance policy obtained or maintained by the Corporation contains a deductible clause that limits the amount payable by the insurer, then the portion of any loss that is excluded from coverage shall be deemed a common expense, provided however that if the Board of Directors of the Corporation determines in its sole and unfettered discretion, acting reasonably, that damage or loss to an Owner's Unit, or to any other Unit, or to any portion of the common elements is the result of acts or omissions of an owner, or a tenant or occupant of an owner's unit, or any invitee thereof, 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 together with all costs and expenses incurred by the Corporation (either directly or indirectly) in resolving such claim and/or having such damage fully rectified (including the increase in insurance premiums, if any, charged or levied against the Corporation by its insurer as a result of such claim or damage, together with all legal costs incurred by the Corporation on a solicitor and client basis), and shall be recoverable from such owner in the same manner (and upon the same terms) as unpaid common expenses, or recoverable by any other procedure the Corporation elects.
- 13.3. Damage where no claim is made . In the event the Corporation determines in its sole and unfettered discretion, acting reasonably, that the loss is so minor that a claim should not be under the Corporation's insurance policy but that the loss has resulted from acts or omissions of the owner, or a tenant or occupant of the owner's unit, or any invitee thereof, the owner shall be required to pay the cost of the repair. The amount to be paid by such owner shall be deemed to be an additional contribution toward the common expenses and recoverable as such.
- 13.4. Repairs: In those cases where it has been determined that the responsibility for payment of the cost to repair is that of an owner, or where an owner requests to repair a common element him/herself, the board of directors shall approve the selection of the contractor and/or the method of repair. This decision, at the discretion of the board, shall be based on a minimum of two (2) bids, the method of repair, the meeting of standards of uniformity and consideration of the convenience of the owner(s) involved.
- 13.5. Additional Rights of Corporation. The violation of any provisions of the Act, the Declaration, the By-laws and the Rules adopted by the Board of Directors shall give the Board the right, in addition to any other rights set forth in these By-laws:
- a) to enter the Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or

- b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, including without limiting the generality of the foregoing, an application for an order for compliance by implementing such proceedings as provided for in Part IX of the Act.

14. RULES

- 14.1. Rules . The Board may enact rules and may amend or enact such further and other Rules as required to promote the safety, security, or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of the units. The Rules shall be observed by the owners and occupants of the units.
- 14.2. Effective Date . Subject to paragraph 14.3 hereof any Rule made by the Board shall be effective thirty (30) days after notice thereof has been given to each owner unless the Board is in receipt of a requisition in writing requiring a meeting of the owners to consider the rules.
- 14.3. When Approval Required . If a meeting of owners is required, the rule over which the meeting has been held shall become effective only upon approval at such meeting of owners.
- 14.4. Amendments by Owners . The owners may at any time after a rule becomes effective amend or repeal a rule at a meeting of the owners duly called for that purpose.

15. PRE-MEDIATION REQUIREMENTS

- 15.1. Prior to submitting a dispute on any question or matter to a mediator appointed by the parties in accordance with Section 132 of the *Condominium Act, 1998* as set forth below, and within fourteen (14) days of the dispute first arising, the unit owner (or unit owners) and the board of directors shall meet on at least one occasion, and shall use their best efforts to resolve the question or matter in dispute through good faith negotiations conducted at such meeting and, if the parties are able to agree upon the selection of a neutral person who may be and include the Corporations' property manager and/or a highly regarded member of the community, the meeting shall include such neutral person(s), all acting with a view to securing a resolution of the question or matter in dispute without further proceedings, including the conduct of mediation with the assistance of an outside mediator.
- 15.2. If one of the parties to the question or matter in dispute is unable or unwilling to participate in the initial meeting described in the preceding paragraph, then either party to the dispute may within five (5) business days give written notice to the other that it is submitting the question or matter in dispute to the mediation and arbitration procedures set forth below.
- 15.3. If the parties, having met and used their best efforts to resolve the question or matter in dispute through good faith negotiation, have been unable to resolve the question or matter in dispute, then either party may, thereafter, give notice to the other that it is submitting the question or matter in dispute to mediation.

16. MEDIATION AND ARBITRATION

- 16.1. Commencement of Mediation . Within thirty (30) days following the giving of notice by one party to the other party or parties as set forth above, the question or matter in dispute shall be settled, initially, by mediation proceedings in accordance with Section 132 of the *Condominium Act, 1998*.

- 16.2. Selection of Mediator: The party serving notice of mediation shall set forth in the notice to the other party the names, qualification and experience of two or more mediators from whom the other party may select one, or alternatively, the receiving party may furnish the first party its own list of two or more persons qualified to act as mediator, and within seven (7) days thereafter, the parties shall communicate directly with one another to select a mediator. If the parties are unable to agree upon the selection of a mediator within seven (7) days or within such longer period of time as may be agreeable to the parties, then the appointment of a mediator shall be decided by any one of the founding members, or by the executive director of the Condominium Dispute Resolution Centre (the "CDRC") whose decision in the appointment of a qualified mediator for this purpose shall be final and binding upon the parties.
- 16.3. Mediator Independent. The mediator selected by the parties or, failing their agreement, appointed by the said CDRC, shall not have had any current or past relationship of any kind with any of the parties that might otherwise give rise to justifiable doubts as to his or her impartiality or independence in assuming a neutral role as a mediator to assist the parties in the resolution of their dispute.
- 16.4. Role of Mediator. The mediator's role is to assist the parties to negotiate a resolution of their dispute. The mediator will not make decisions for the parties about how the matter should or must be resolved.
- 16.5. Party Confidentiality: The parties to the question or matter in dispute acknowledge that mediation is a confidential settlement process, and that they are participating in the process with the understanding that anything discussed in the mediation cannot be used in any other proceeding.
- 16.6. Pre-mediation Information: Each of the parties shall provide to the mediator a brief description of the dispute in writing in order to facilitate a more complete understanding of the controversy and the issues to be mediated not less than two (2) days prior to the first mediation session, which date the mediator shall have authority to establish at the earliest possible and convenient date to the parties.
- 16.7. Authority to Settle: The parties or those representing them at the mediation shall have full, unqualified authority to settle the controversy.
- 16.8. Mediator Confidentiality: The mediator shall not disclose to anyone who is not a party to the mediation anything said or any materials submitted to the mediator except when ordered to do so by judicial authority or where required to do so by law.
- 16.9. Legal Representation: The parties may seek legal representation or advice prior to or during the mediation. They may have lawyers present at the mediation, if they so desire. If the mediator selected by the parties is a qualified lawyer, he or she will not provide legal representation or legal advice to any party at any time, and the mediator has no duty to assert or protect the legal rights and responsibilities of any party, or to raise any issue not raised by the parties themselves, or to determine who should participate in the mediation.
- 16.10. Right to Withdraw: In accordance with Section 132 of the *Condominium Act, 1998*, it is mandatory that each party to the dispute attend the initial mediation session. Prior to such attendance, each party shall provide the mediator with a brief description of the dispute in writing. Subject to the foregoing requirements, each party shall be entitled to withdraw at and from the initial mediation session.
- 16.11. Cost of the Mediation: In accordance with Section 132 of the *Condominium Act, 1998*, each party shall pay the share of the mediator's fees and expenses that the settlement specifies, if a settlement is obtained, or as the mediator specifies in the notice stating that the mediation has failed, if the mediation fails.

16.12. Notice and Report: In the event that the parties are unable, with the assistance of the mediator, to settle their dispute, the mediator shall deliver a notice to the parties stating that the mediation has failed, and the parties shall thereafter resolve their dispute by arbitration under the *Arbitration Act, 1991*, pursuant to the requirements in Section 132 of the *Condominium Act, 1998*.

16.13. Settlement: In accordance with Section 132 of the *Condominium Act, 1998*, upon obtaining a settlement between the parties with respect to the disagreement submitted to mediation, the mediator shall make a written report of the settlement which shall form part of the agreement or matter that was the subject of the mediation.

17. MISCELLANEOUS

17.1. Invalidity . The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.

17.2. Gender . The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires.

17.3. Waiver . No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

17.4. Headings . The headings in the body of this by-law form no part thereof but shall be deemed to be inserted for convenience of reference only.

Ottawa-Carleton Standard Condominium Corporation No. 781 hereby enacts the foregoing by-law having been duly approved by the Directors of the Corporation and confirmed without variation by the Declarant which owns 100% of the units, pursuant to the provisions of the *Condominium Act, 1998*.

DATED at the City of Ottawa this 19th day of March, 2008.

OTTAWA-CARLETON STANDARD
CONDOMINIUM CORPORATION NO. 781

PER: _____

Name: Steven Gordon

Title: President

PER: _____

Name: David Kardish

Title: Treasurer

We have authority to bind the corporation

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 781

BY-LAW NO. 2

Be it enacted as a by-law of Ottawa-Carleton Standard Condominium Corporation No. 781 (hereinafter referred to as the "Corporation") as follows:

**Article I
Definitions**

All words used herein which are defined in the *Condominium Act, 1998*, as amended, or any successor thereto (the "Act") shall have ascribed to them the meanings as set out in the Act.

**Article II
Permitted Modifications**

Unit owners may make any one or more of the following modifications to the common elements, subject in each case to the terms and conditions set forth in Article III hereof:

1. Modifications to common elements (electrical wiring or other services) made in connection with the removal or relocation of partition walls within the unit boundaries.
2. Modifications to common elements (plumbing, electrical wiring or other services) made in connection with kitchen or bathroom renovations including the installation of dishwashers and refrigerators where plumbing modifications for ice or water dispensers are required.
3. Installing, removing or relocation of outlets or electrical fixtures including light fixtures.
4. Replacement of the electrical panel.
5. Any other modifications to common elements authorized by the Board of Directors on behalf of the Corporation.

**Article III
Terms and Conditions**

The within approval of the modifications described in Article II (herein referred to as the "Modifications") is subject to the following terms and conditions and any unit owner carrying out, or having carried out, any such Modifications agrees with the Corporation and all other unit owners to be bound by and to comply with all such terms and conditions, namely:

1. No Modifications shall be made or kept except with written approval of the Corporation, such approval to be at the sole discretion of the Board. For this purpose, the Board may request plans, drawings, permits, professional certificates, specifications, colours and/or other information as a condition to the Board considering and/or approving the request. In addition the Board may request that any electrical, plumbing or mechanical alterations be inspected and approved by a professional engineer at the owner's expense.
2. All Modifications shall comply with all governmental legislation and regulations.
3. Modifications shall be maintained and repaired in a good and safe condition by the unit owner at his or her sole expense. Notwithstanding the provisions of the Act, the Declaration and Bylaws of the Corporation, the Corporation shall not be responsible to maintain or repair any Modifications nor shall the Corporation be responsible to obtain any insurance with respect to any Modifications. All Modifications shall be owned by the unit owner.
4. In the event the unit owner fails to maintain or repair the Modifications as required herein, the Corporation may, at its option and after notifying the unit owner and affording

the unit owner a reasonable opportunity to effect such maintenance or repair, carry out such maintenance or repair and all costs and expense incurred by the Corporation in arranging carrying out the maintenance or repair shall be payable to the Corporation by the unit owner and collectible as if it were a common expense.

5. The unit owner shall fully and completely indemnify and save harmless the Corporation from any and all loss, costs, expenses, claims or damages, of whatever kind and however arising, as a result of the breach of any of these terms and conditions, or otherwise relating to the Modifications, including any claims against the Corporation for damages resulting from, caused by, or associated with the Modifications.
6. In addition to any other rights and remedies available to the Corporation, in the event that any unit owner contravenes any of the within terms and conditions, the Corporation shall be entitled upon ten days written notice to the unit owner, to remove the Modifications and restore the common elements to their previous condition. All costs and expenses associated with such removal and restoration shall be the responsibility of the unit owner and shall be payable by the unit owner to the Corporation, and collectible as it they were common expenses.
7. All of these terms and conditions shall be binding upon the successors, assigns and transferees of the unit owner.
8. All of these terms and conditions apply to any Modifications carried out prior to the enactment of this bylaw.

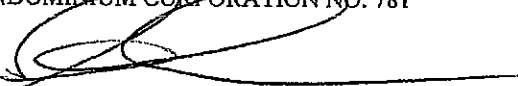
**Article IV
Agreement**


Any owner wishing to carry out Modifications shall enter into an Agreement with the Corporation, in the form of the Agreement attached as Schedule "A". The Corporation shall arrange for registration of the Agreement against the title to the owner's unit. All of the costs incurred by the Corporation in relation to the registration shall be paid to the Corporation by the owner, and shall be collectible by the Corporation as common expenses.

Ottawa-Carleton Standard Condominium Corporation No. 781 hereby enacts the forgoing by-law having been duly approved by the Directors of the Corporation and confirmed without variation by the Declarant which owns 100% of the units, pursuant to the provisions of the Condominium Act, 1998.

DATED at the City of Ottawa this 19th day of March, 2008.

OTTAWA-CARLETON STANDARD
CONDOMINIUM CORPORATION NO. 781

Per: 
Name: Steven Gordon
Title: President

Per: 
Name: David Kardish
Title: Treasurer

We have authority to bind the corporation

SCHEDULE "A"

AGREEMENT RESPECTING MODIFICATIONS TO COMMON ELEMENTS

BETWEEN:

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION
NO. 781

(the "Corporation")

AND

(the "Owner")

WHEREAS:

- 1. The Owner is the registered owner of Unit ____, Level ____, Ottawa-Carleton Standard Condominium Plan No.781;
- 2. The Owner wishes to carry out the following modifications to the common elements:

(the "Modifications")

- 3. The Modifications are governed by Bylaw No. 2 of the Corporation.

NOW THEREFORE the parties agree as follows:

The owner is permitted to carry out the Modifications, subject to all of the terms and conditions listed in Article III of the Corporation's Bylaw No. 2. The owner also agrees to comply with all Bylaws and Rules of the Corporation applying to the Modifications.

Dated this ____ day of _____, 200__.

Ottawa-Carleton Standard Condominium
Corporation No. 781

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have authority to bind the Corporation

Witness:

(Owner)

(Owner)

Schedule "A"

OTTAWA-CARLETON STANDARD CONDOMINIUM
CORPORATION NO. 781

BY-LAW NO. 3

BE IT ENACTED as By-law No. 3 (being a By-law to define standard units) of Ottawa-Carleton Standard Condominium Corporation No. 781 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I
DEFINITIONS

All words used herein which are defined in the *Condominium Act, 1998*, or any successor, ("the Act") shall have ascribed to them the meanings set out in the Act as amended from time to time.

ARTICLE II
GENERAL

- (1) The purpose of this By-law is to define the standard units in this condominium.
- (2) Where the materials or specifications set out in this By-law are uncertain or incomplete, the standard unit specifications and materials shall be consistent with "Builder's Standard" construction. In the case of any dispute as to what constitutes "Builder's Standard", a comparison shall be had to the quality of the particular feature being offered by builders of comparable construction at the time of the damage.
- (3) The standard unit does not include features which are part of the common elements. The Corporation's declaration determines which features are part of the common elements and which features are part of the units. To the extent that the attached schedules include features which are part of the common elements, they are included for reference and information purposes. They are not intended to be part of the standard unit.
- (4) Except as otherwise indicated in this By-law, the standard unit(s) shall include all features of the units mentioned in the declaration or shown in the description (including all registered architectural and structural drawings) of the condominium. In the case of any inconsistency between description and the schedules to this By-law, the schedules to this By-law shall prevail.
- (5) All replacement materials and re-construction shall conform to the current Ontario Building Code, Ontario Fire Code, Ontario Electrical Safety Code, current Municipal regulations and by-laws, and all applicable bulletins in force. If any component of the standard unit must be upgraded or changed in order to comply with any applicable governmental regulation or code or other law applicable to the repair of insured damage or destruction, the said upgrade or change shall be considered part of the standard unit despite not being clearly defined herein as being part of the standard unit.
- (6) Where the schedules to this By-law refer to specific brands of equipment or materials, this shall be deemed to include equivalent brands.
- (7) In this condominium, there are two (2) different classes of standard units. The standard unit is defined and described further in the specifications contained in Schedules "1" and "2". Within the residential units there are various models which are further depicted in the Condominium description registered at the Ottawa Land Registry Office (the "structural drawings").

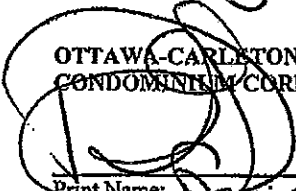
ARTICLE III
MISCELLANEOUS

- (1) Invalidity: The invalidity of any part of this By-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
- (2) Waiver. No restriction, condition, obligation or provision contained in this By-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- (3) Headings: The headings in the body of this By-law form no part thereof but shall be deemed to be inserted for convenience of reference only.
- (4) Alterations: This By-law or any parts thereof may be varied, altered or repealed by a By-law passed in accordance with the provisions of the Act, and the Declaration.
- (5) Preparation: This document was prepared in the year 2011 by Neilligan O'Brien Payne LLP in conjunction with the corporation.

The foregoing By-law is hereby passed by the Directors and confirmed by the owners pursuant to the *Condominium Act, 1998* of Ontario.

DATED this 17th day of February, 2011.

OTTAWA-CARLETON STANDARD
CONDOMINIUM CORPORATION NO. 781


Print Name: Daniel Robert A Gosh
Print Title: President

I have authority to bind the Corporation.

Schedule "1"
Ottawa-Carleton Standard Condominium Corporation No. 781
Specifications

Specifications are applicable to all classes. All items are of standard builder's quality, unless otherwise stated.

FRAMING

- Pre-engineered floor joist system, both ground floor, second floor and third floor
- Sub floor 5/8" tongue and groove sheathing, glued, nailed and screwed
- 1/4" underlay for cushion flooring except on concrete sub floor
- 5/8" underlay for ceramic flooring except on concrete sub floor
- 9 ft. ceiling heights on livingroom/diningroom level of the Maple Ridge and the Pine Ridge with 8 ft. 11 inch ceiling heights on the bedroom level (not including drop ceilings and bulkheads)
- 9 ft. ceiling heights on livingroom/diningroom level of the Oak Ridge and the Willow Ridge with 8 ft. ceiling heights on the bedroom level (not including drop ceilings and bulkheads)
- Exterior wall 2" x 6" studs
- Exterior basement wall framed with 2" x 4" studs
- Party walls (between dwelling, all levels except basement and attic)
- Party wall construction consists of two independent 2" x 4" stud walls c/w
- 1 layer 5/8" firecode drywall on each side of insulation for sound attenuation
- 3/4" minimum lightweight concrete sound attenuation subfloor applied to main floor of upper models

INTERIOR FINISHES

- Colonial trim, including 3 1/8" baseboards, with 2 1/8" trim on doors and windows
- Solid oak handrails and railings with turned spindles and 1/2 walls with oak caps, as per plans, with choice of stain from builder's samples
- Colonial interior passage and swing doors (as per plan)
- Ceramic tile flooring in vestibule, main bathroom and powder room from builder's samples
- Pre-selected designer light fixtures
- 40 oz. quality broadloom in your choice of one colour from builder's samples
- 1/2" foam underpad
- Unoleum flooring in kitchen storage and laundry rooms (as per plan)
- Quality kitchen and vanity cabinets in your choice of colour and style from builder's samples - with flush breakfast bars as per plan microwave shelf with plug on separate circuit (where applicable)
- Post-formed counter tops in kitchen and main bath
- All full bathrooms equipped with medicine cabinet
- Privacy locks on all bathrooms
- White ceramic towel bar & tissue holder in bathrooms
- Quality glass mirror above vanity in bathrooms and pedestal sink in powder room
- Dishwasher opening and rough-in for future installation
- Brushed nickel interior door hardware
- Stipple ceilings throughout, except kitchen, bathroom and powder room areas
- Walls painted in off-white flat finish; except bathroom and kitchen walls and ceilings to be semi-gloss
- Wood trim and doors to be white semi-gloss
- Smoke detectors in accordance with Building Code

Schedule "1"
Ottawa-Carleton Standard Condominium Corporation No. 781
Specifications (cont'd)

ELECTRICAL AND HEATING

- 100 amp service with circuit breaker panel
- Copper wiring throughout
- Bedroom lighting switched to wall outlet
- White Decora style outlets and rocker light switches
- Heavy duty electrical outlets for connection of stove and stacking clothes washer/dryer (appliances not included)
- Door chime at front door deleted rear door
- Pre-wired for Bell (4 outlets) and Cable (3 outlets), as per plans
- Two speed white or black kitchen hood fan vented to exterior (high CMF)
- Bathroom fans vented to exterior
- High efficiency forced air natural gas furnace
- High efficiency natural gas hot water heater (rental)
- Dining room ceiling capped outlet
- All heating ducts power cleaned prior to occupancy
- Heating ducts sized for future installation by purchaser of central air with rough in electrical
- Central air conditioning included in all units in Blocks 1 and Block 7
- Electrical wiring system will accommodate use of High-speed CAT. 5 telecommunications equipment

PLUMBING FIXTURES AND ACCESSORIES

- Quality bathroom fixtures in white
- Polished chrome make-up bar lighting in all bathrooms
- Bathtubs to be steel enamel
- Double stainless steel sink in kitchen complete with vegetable sprayer
- Chrome single lever, washer less faucets & shower control (except laundry)
- Hook-ups for washing machine
- Exterior frost-free hose bibs at rear of ground floor models only
- Ceramic tile for all standard tub enclosures approx. 1 ft. from ceiling
- Pressure balance regulators on all shower heads
- All toilets to feature low volume water tank
- Optional Gas burning fireplace with fresh air intake complete with
- Oak mantle shelf above fireplace with ceramic hearth and facing as per plan

Schedule "2"
Ottawa-Carleton Standard Condominium Corporation No. 781
Parking Units

The parking units contain no features apart from an asphalt surface.

ACKNOWLEDGEMENT AND DIRECTION

TO: Nancy Houle
{insert lawyer's name}

AND TO: NELLIGAN O'BRIEN PAYNE LLP

RE: By-law No. 3. as attached
{insert brief description of instrument(s)}

This will confirm that:

- I/we have reviewed the information set out below, and that this information is accurate;
- You are authorized and directed to register electronically on my behalf the document(s) described in this Acknowledgement and Direction as well as any other document(s) required to complete the registration of the instrument(s) described above;
- The effect of the electronic documents described in this Acknowledgement and Direction has been fully explained to me/us and I/we understand that I/we are parties to and bound by the terms and provisions of these electronic document(s) to the same extent as if I/we had signed these documents; and
- I/we are in fact parties named in the electronic documents described in this Acknowledgement and Direction and I/we have not misrepresented our identities to you.

PROPERTIES

PIN: 15781-0001 to 15781-0086 (inclusive)

Description: All units and common elements comprising the property included in
Ottawa-Carleton Standard Condominium Plan No. 781
City of Ottawa
Land Titles Division of Ottawa-Carleton (No.4)

Address: Ottawa

APPLICANT(S)

Name: OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 781

Capacity: Authorized Officer

Dated this 9 day of February, 2012.

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 781

Dominic Resner

Print Name:

Print Title: Director



I have authority to bind the Corporation.

(Seal)

**CERTIFICATE IN RESPECT OF A BY-LAW
(UNDER SUBSECTION 38 (1) OF ONTARIO REGULATION 49/01 AND SUBSECTION
56 (9) OF THE CONDOMINIUM ACT, 1998)**

Condominium Act, 1998

Ottawa-Carleton Standard Condominium Corporation No. 781 (known as the "Corporation")
certifies that:

1. The copy of By-law No. 3, attached as Schedule "A", is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this 9 day of *February*, 2012.


OTTAWA CARLETON STANDARD CONDOMINIUM CORPORATION NO. 781

Dominic Basner

Print Name:

Print Title: *Director*

(Seal)


I have authority to bind the Corporation.