

OFFICE SCHEDULE

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CERTIFICATE OF RECEIPT
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OTTAWA-CARLETON (4)

DECLARATION

CONDOMINIUM ACT, 1998

OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 846

NEW PROPERTY IDENTIFIER'S BLOCK 15846

RECENTLY: 04392-1448

DECLARANT: Candor Home Builders Ltd.

SOLICITOR: Nelligan O'Brien Payne

Mr. John Peart

ADDRESS:

66 Slater Street, Suite 1900

Ottawa, ON K1P 5H1

PHONE: 613 238 8080

FAX: 613 788 2356

(124 parking p.)

No. OF UNITS

24

FEES:

\$70.00 + (\$5.00 x (number of unit) = \$ 190.-

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:

CANDOR HOME BUILDERS LTD. (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 "Lands");

AND WHEREAS the Declarant has constructed on the Lands a residential development comprising one (1) two and one-half storey building with twelve (12) residential units, twelve (12) parking units and three (3) common element visitor parking spaces, all of which the Declarant intends to be governed by the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE 1 INTRODUCTORY

- 1.01 Definitions: All words used in this Declaration which are defined in the Act shall have ascribed to them the meanings set out in the Act, as amended from time to time.
- 1.02 Statement of Intention. The Declarant intends that the lands and interests appurtenant to the lands described in Schedule "A" be governed by the Act, and any amendments thereto. The registration of this Declaration will create a freehold standard condominium that is a phased condominium, with the Servient Lands described in Schedule "A" to this Declaration constituting the lands on which Phase II may be constructed. Further provisions respecting the proposed phasing are found in Article 8 of this Declaration.
- 1.03 Consent of Encumbrancers. The consent of all persons having registered encumbrances against the Lands or the Servient Lands or interest appurtenant to the Lands or the Servient Lands is contained in Schedule "B" attached hereto.
- 1.04 Boundaries of Units and Monuments. The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of the units in Schedule "C" attached hereto. Notwithstanding anything contained herein to the contrary, the units do not include any pipes, wires, ducts or equipment within the Unit that provide services to any other unit or the common elements.
- 1.05 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.
- 1.06 Address for Service. The Corporation's address for service and mailing address shall be 104-1803 St Joseph Boulevard, Ottawa, Ontario, K1C 6E7 or such other address as the Corporation may determine in accordance with the provisions of the Act.

June 25, 2010

ARTICLE 2
COMMON EXPENSES

- 2.01 Each owner, including the Declarant while it retains ownership of any unit, shall pay to the Corporation a proportionate share of the common expenses, in accordance with the proportions set out in Schedule "D".
- 2.02 Common expenses means the expenses of the performance of the objects and duties of the Condominium Corporation (the "Corporation") and, without limiting the generality of the foregoing, shall include those expenses set out in Schedule "E".

ARTICLE 3
UNITS

3.01 Occupation and Use

The occupation and use of the Units shall be in accordance with the following restrictions and stipulations:

- a) The residential 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) Each parking unit shall be used and occupied only for motor vehicle parking purposes, and without restricting any wider definition of the word "motor vehicle" as may be determined by the Board of Directors, the term "motor vehicle" shall be deemed to include a private passenger automobile, compact van, sport utility vehicle, station wagon and motorcycle as customarily understood and shall be deemed to exclude all watercraft, campers, trailers, snowmobiles, and similar recreational equipment. Boats, campers, other seasonal recreational equipment and/or tires may not be parked or stored in parking units. The Corporation may pass By-Laws and/or Rules from time to time for the use and occupation of the parking units.
- c) 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.
- d) The owner of each unit shall comply and shall require all residents, occupants, tenants and visitors to his or her unit to comply with the Act, this Declaration, 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. The acceptance of a Deed or Transfer or conveyance in any manner of a unit or the entering into of a Lease, or the entering into occupancy of any unit, shall constitute an agreement that the provisions of this Declaration as well as the by-laws and rules of the Corporation as they may be created and amended from time to time shall be binding upon any person having, at any time, any interest or estate in the unit as though such provisions were repeated in full in each Deed, Transfer, Lease or Occupancy Agreement.
- e) 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, _____ (insert name) 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

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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.

- f) No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the owner is in default of payment of common expenses, in which case, the tenant shall deduct from the rent payable to the owner the owner's share of the common expenses and shall pay the same to the Corporation.
- g) Any owners leasing their unit shall not be relieved from any of their obligations with respect to the unit which shall be joint and several with their tenant.
- h) Save and except for interior decorating and minor alterations of a cosmetic nature, no owner shall make any change or alteration to the residential unit, including any alteration of load bearing walls or walls containing service conduits which service other residential units, without the prior written consent of the Board. Notwithstanding the foregoing, no owner shall alter the design or colour of any part of a residential unit or balcony area where such change, alteration or decoration is normally visible from the exterior thereof.
- i) Water-cooled central air conditioning apparatuses and individual window air conditioning units are prohibited on the Lands.
- j) No owner may sell or transfer or otherwise convey a residential unit to a third party without also transferring at least one parking unit to the same third party. No owner may sell or transfer or otherwise convey a parking unit to a person who is not an owner of a residential unit.
- k) No animal, livestock or fowl, other than ordinary household pets may be kept in the residential units. Where a pet is deemed by the Board to be a nuisance and the situation is not resolved to the satisfaction of the Board, the owner shall permanently remove the pet from the Lands within two (2) weeks of receipt of a written notice from the Board requesting that the pet be removed. Breeding of pets for sale is not permitted, and pets must be kept on a leash when they are on the common elements. The municipal stoop-and-scoop by-law will apply.
- l) Notwithstanding anything herein or any rule of the Corporation to the contrary, the Declarant as well as any company affiliated with the Declarant, or other person approved in writing by the Declarant shall be irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy, to sell, lease, rent or transfer units owned by the Declarant or such person, as the case may be, for any period and under any terms to any tenants, purchasers or transferees without the consent of any person including the Corporation being required.

It is the intent of this sub-paragraph 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.

3.02 Rights of Entry

- a) The Corporation, or any insurer of the Lands, 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 to carry out the duties of the Corporation. The right of entry shall include, but shall not be limited to entry for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies and remedying any condition which might result in damage to the Lands and shall include, but shall not be limited to, access through the unit floor slabs and through ducts and chases within the unit.
- 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 Lands. 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 without rendering it, or them, liable to any claim or cause of action for damages by reason of having entered the unit, 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.
- e) A unit owner and his respective agents shall be entitled to enter upon and do work in and upon the common elements for the purposes of the obligations set out in subparagraph 5.1 herein.

3.03 Water Meter

The Corporation and/or the City of Ottawa shall have the right to enter Unit 4, Level 1 and the owner(s) and all future owner(s) of this Unit agree to provide, at all times, upon reasonable notice, easy access to the water meter located within Unit 4, Level 1 for the purposes of meter reading and for checking, repairing, installing and removing of the meters as per City of Ottawa By-law 2003-500 (and any successor to such by-law) and the relevant terms, if any, of the Site Plan Agreement.

ARTICLE 4
COMMON ELEMENTS

4.01 Use of Common Elements

Subject to the provisions of the Act, the Declaration, the By-laws and the Rules, each owner shall have the full use, occupancy and enjoyment of the whole or any part of the common elements, except those parts of the common elements of which another Unit owner has the exclusive use in accordance with this Declaration, and except as otherwise indicated in this Declaration. No part of the common elements may be used for commercial or other purposes not ancillary to residential purposes. Parking spaces designated for use by visitors shall not be used for any other purpose.

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4.02 Exclusive Use Areas

Those areas of the common elements over which certain owners have exclusive use are set out in Schedule "F" attached hereto.

4.03 Animals

No animals, livestock or fowl shall be kept upon the common elements, including those parts of which any owner has the exclusive use. When on the common elements, all animals must be on a leash.

4.04 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.
- d) Except as provided in this Article 4.04, no owner shall make any change to an installation upon the common elements. Fences shall not be permitted except if approved by the Board.
- e) In order to minimize sound transfer between the Units, the installation of hardwood and other hard flooring material will be permitted, with an appropriate acoustic underlay, but specifications for the installation, including material specifications and the proposed method of installation, must be provided to the Board of Directors elected in accordance with section 43(1) of the Act for prior written approval.

4.05 Signage

Notwithstanding any by-law or rule of the Corporation to the contrary, the Declarant shall be entitled to erect and maintain signs upon the common elements for marketing, rental and sales purposes including a sales and/or rental office and models for display and sales purposes relating to the units or other similar proposed or existing units belonging to the Declarant not located on the Lands. Other than for these purposes, no signs may be erected on the common elements nor displayed within or outside any units with the exception of signs which are normally used for the sale of 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 may park upon any visitor parking spaces until such time as all of the units of the Lands 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 on the Lands or of any other similar projects of the Declarant.

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ARTICLE 5
MAINTENANCE AND REPAIRS

5.01 Repairs and Maintenance by Owner

Owners shall maintain and repair their residential units and, subject to the provisions of this Declaration and Section 123 of the Act, owners shall repair their units after damage, all at their own expense. Repairs and maintenance of units shall be performed by owners to a standard and using materials consistent with the quality of those used in the original construction thereof and as may be otherwise required by the Board of Directors. Without restricting the foregoing, the owners shall:

- a) at all times maintain heat in their units above the freezing temperature of water;
- b) maintain, repair and replace the air conditioning/heating/fireplace system (the "System") (which System includes all wiring, ducting, venting and plumbing for the System) which services the residential unit. Without limiting the generality of the foregoing, the owner shall also be responsible for (and the cost of same) the replacement of the compressor located upon the common elements which services and is part of the System (the "Compressor"). No owner shall replace the Compressor unless:
 - (i) the owner notifies the Board in writing of his intention to replace the Compressor. As part of the notice the owner shall advise the Board of the specifications of the Compressor, when the replacement will occur and the name of the contractor who will carry out the replacement;
 - (ii) the Compressor complies with the specifications approved by the Board at the time of replacement; and
 - (iii) the Compressor is installed by a contractor acceptable to the Board.

For the purposes of this subparagraph, the owners shall also be responsible for the cost to repair any part of the common elements which may be damaged as a result of the obligation to maintain, repair and replace the System and/or the Replacement Compressor.

- c) be responsible for keeping their balconies and terraces in a broom swept condition. At the decision of the Board of Directors, snow removal from these areas may be assumed by the Corporation for a period of time or periods of time provided that the snow removal will be undertaken at the discretion of the Board of Directors and only as necessary to ensure the proper maintenance and repair of the common elements, or as necessary to provide reasonable access to the Units.

5.02 Parking Units

Owners will be responsible for keeping their parking unit(s) clean and free from debris or refuse. The Corporation may arrange to have the parking area professionally cleaned from time to time and to treat the costs of the cleaning as a common expense. The Corporation will otherwise maintain the parking units including any traffic topping, curbs, parking bollards and asphalt, whether or not such elements fall within the boundary of a parking unit.

5.03 Windows and Doors

The Corporation shall maintain and repair the windows and all doors providing access to and from the units save and except the following items which shall be the responsibility of the owners:

- a) maintenance of interior surfaces of doors, windows, door frames and window frames; and
- b) maintenance and repair of window screens.

5.04 Repairs by Corporation Where Owner Defaults

The Corporation shall make any repairs or replacement 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 or replacements done by the Corporation; and such owner shall reimburse the Corporation in full for the cost of such repairs or replacements, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs or replacements, 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 instalments as the Board may decide upon, which instalments 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.

5.05 Repairs and Maintenance by the Corporation

Subject to subparagraphs 5.01 and 5.03, the Corporation shall be responsible for the maintenance and repair of the common elements, including the water meter.

Notwithstanding any other provision in this Declaration, the Corporation shall maintain and repair all pipes, wires, cables, conduits, ducts, shafts flues or utility lines used for power, telephone, cablevision, gas, water, heating or drainage that are within a Unit and that provide service to any other Unit or to the common elements. Without limiting the obligation of the owners under Article 5.01 b) of this Declaration, the Unit owners shall maintain and repair all pipes, wires, cables, conduits, ducts, shafts, flues, utility lines, fixtures, outlets, exhaust fans, heating equipment, thermostats and other facilities that are within the boundaries of the Unit and that service the Unit only.

**ARTICLE 6
INSURANCE**

6.01 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 the units, but excluding those items to be insured by the owners as set forth in subparagraph 6.2(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 shall contain the following provisions:
 - (i) that loss shall be payable to the Corporation;
 - (ii) waivers of subrogation against the Corporation, its manager, agents, employees and servants and owners, and any member of the household, or

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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 insured'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,
- b) 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 (if such insurance is available at reasonable cost), 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;
 - c) 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;
 - d) employee dishonesty insurance 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;
 - e) depositor's forgery insurance with limits sufficient to cover the exposure to loss, but in no event less than \$50,000.00; and
 - f) 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.

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

- a) insurance on any improvements and betterments to the unit made or acquired by the owner, and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within the unit, and his or her personal property and chattels stored elsewhere on the Lands, 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 vehicle impact, arson and fraud, vandalism and malicious mischief,
- b) public liability insurance covering any liability of any owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation. An improvement to a unit shall be determined by reference to a standard unit for the class of unit to which the unit belongs as provided in the Act.

6.03 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 Lands, for the purpose of determining the amount of insurance to be effected pursuant to paragraph 6.1 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 Lands 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 the use of a unit by an owner 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 Lands 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.

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ARTICLE 7
INDEMNIFICATION

- 7.01 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.

ARTICLE 8
PHASING

- 8.01 The registration of this Declaration and Description shall create the first Phase of a proposed two (2) Phase condominium corporation. The registration of this Declaration and Description under the Act results in the severance of the Servient Lands, upon which the Declarant proposes to construct Phase II.
- 8.02 The Declarant presently intends to construct an additional one (1) two and one-half storey building with eighteen (18) residential condominium apartment Units and twenty-four (24) exterior parking Units and six (6) common element visitor parking spaces on the Phase II Lands. The addition of the Units and common elements comprising Phase II to the condominium created by the registration of this Declaration and Description shall be achieved by the registration of an amendment to this Declaration and Description in accordance with Part XI of the Act. The amendment necessary to add the subsequent phase will be registered following completion of that Phase. Notwithstanding the foregoing, the Declarant, as owner of the Servient Lands, reserves its right not to proceed with the construction or registration of the subsequent phase; reserves its right not to add the Phase II Lands to the Corporation created by the registration of this Declaration and Description; and reserves its right to increase or decrease the number of Units in Phase II that are to be added to the Corporation through the phasing provisions; provided that the proportionate contribution to common expenses of any of the Phase II Units to be added through the phasing provisions are based on relative square footage, consistent with the contributions to common expenses for existing residential Units. All owners acknowledge that the amendments to the Declaration and Description that will result in the addition of Phase II, if and when it is constructed, may be registered without consent of the owners of Units in this Corporation, in accordance with subsection 146(7) of the Act, provided that the Declarant has met its disclosure obligations in subsection 147(1) of the Act.
- 8.03 Without limiting the foregoing, the owners acknowledge that the addition of Phase II to this Corporation will be achieved by the registration of an amendment to this Declaration and Description to:
- a) include the additional Units and common element to be added to the Corporation through the registration of the Phase;
 - b) adjust or recalculate the proportionate contributions to common expenses to include the contribution to be made by the additional Units;
 - c) adjust or recalculate the proportionate interests in the common elements to include the interests of the additional Units;

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- d) specify those parts of the common elements included in the subsequent Phases that are to be designated for the exclusive use of certain Units;
 - e) generally accommodate the addition of the Units and common elements comprising Phase II in accordance with and subject to Part IX of the Act.

**ARTICLE 9
GENERAL MATTERS AND ADMINISTRATION**

- 9.01 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.
- 9.02 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.
- 9.03 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 the Corporation of its interest 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.
- 9.04 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.
- 9.05 Gender
The use of the masculine gender in this Declaration 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, and vice versa.

DATED at Ottawa, Ontario, this 23 day of July, 2010.

IN WITNESS WHEREOF the Declarant has hereunto executed this Declaration.

CANDOR HOME BUILDERS LTD.

Per: James Locke
President
I have authority to bind the Corporation

June 25, 2010

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SCHEDULE "A"

Part of Lot 12 (Park)
Plan 162
designated as Parts 1, 2 and 3
on Plan 4R-24510
City of Ottawa
Land Titles Division of Ottawa-Carleton No. 4

Part of PIN: 04392-1448

(the "Lands")

Subject to an easement as in Instrument No. OC1113864.

Subject to an easement in favour of Rogers Cable Communications Inc./Communication Rogers Cable Inc. as in Instrument No. OC1119668.

Subject to an easement in gross in favour of the City of Ottawa as in Instrument No. OC1137254.

Reserving a right-of-way over Part of Lot 12 (Park), Plan 162, designated as Part 2 on Plan 4R-24510, City of Ottawa (being part of PIN 04392-1448) in favour of the owners from time to time of Part of Lot 12 (Park), Plan 162, designated as Part 4 on Plan 4R-24510, City of Ottawa (being part of PIN 04392-1448) for the purpose of pedestrian and vehicular access from and to Part of Lot 12 (Park), Plan 162, designated as Part 4 on Plan 4R-24510, City of Ottawa (being part of PIN 04392-1448) to and from Marenger Street.

Reserving an easement over Part of Lot 12 (Park), Plan 162, designated as Parts 1, 2 and 3 on Plan 4R-24510, City of Ottawa (being part of PIN 04392-1448), in favour of the owners from time to time of Part of Lot 12 (Park), Plan 162, designated as Part 4 on Plan 4R-24510, City of Ottawa (being Part of PIN 04392-1448) for the installation and supply of utilities or services, and/or to locate related equipment, including but not limited to telephone, hydro, gas, sewer, water and cablevision service to Part of Lot 12 (Park), Plan 162, designated as Part 4 on Plan 4R-24510, City of Ottawa (being Part of PIN 04392-1448).

Reserving an easement over Part of Lot 12 (Park), Plan 162, designated as Part 3 on Plan 4R-24510, City of Ottawa (being part of PIN 04392-1448), in favour of the owners from time to time of Part of Lot 12 (Park), Plan 162, designated as Part 4 on Plan 4R-24510, City of Ottawa (being Part of PIN 04392-1448) for the purpose of connection to the hydro transformer located on Part of Lot 12 (Park), Plan 162, designated as Part 3 on Plan 4R-24510, City of Ottawa (being Part of PIN 04392-1448) and for the delivery of hydro service from the hydro transformer located on Part of Lot 12 (Park), Plan 162, designated as Part 3 on Plan 4R-24510, City of Ottawa (being Part of PIN 04392-1448) to the building constructed on Part of Lot 12 (Park), Plan 162, designated as Part 4 on Plan 4R-24510, City of Ottawa (being Part of PIN 04392-1448).

Reserving an easement in perpetuity over, under and upon Part of Lot 12 (Park), Plan 162, designated as Parts 1, 2 and 3 on Plan 4R-24510, City of Ottawa (being part of PIN 04392-1448) in favour of the owners of Part of Lot 12 (Park), Plan 162, designated as Part 4 on Plan 4R-24510, City of Ottawa (being part of PIN 04392-1448) for storm water management, including but not limited to, surface drainage and for locating, connecting to, using, maintaining, repairing and replacing catch basins and private storm sewers that form part of the storm water management system serving Part of Lot 12 (Park), Plan 162, designated as Part 4, on Plan 4R-24510, City of Ottawa (being part of PIN 04392-1448).

Together with an easement over Part of Lot 12 (Park), Plan 162, designated as Part 4 on Plan 4R-24510, City of Ottawa (being part of PIN 04392-1448), in favour of the owners from time to time of Part of Lot 12 (Park), Plan 162, designated as Parts 1, 2 and 3 on Plan 4R-24510, City of Ottawa (being Part of PIN 04392-1448) for the installation and supply of utilities or services, and/or to locate related equipment, including but not limited to telephone, hydro, gas, sewer,

June 25, 2010

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water and cablevision service to Part of Lot 12 (Park), Plan 162, designated as Parts 1, 2 and 3 on Plan 4R-24510, City of Ottawa (being Part of PIN 04392-1448).

Together with an easement over Part of Lot 12 (Park), Plan 162, designated as Part 4 on Plan 4R-24510, City of Ottawa (being part of PIN 04392-1448), in favour of the owners from time to time of Part of Lot 12 (Park), Plan 162, designated as Parts 1, 2 and 3 on Plan 4R-24510, City of Ottawa (being Part of PIN 04392-1448) for the purpose of connection to the hydro transformer located on Part of Lot 12 (Park), Plan 162, designated as Part 4 on Plan 4R-24510, City of Ottawa (being Part of PIN 04392-1448) and for the delivery of hydro service from the hydro transformer located on Part of Lot 12 (Park), Plan 162, designated as Part 4 on Plan 4R-24510, City of Ottawa (being Part of PIN 04392-1448) to the building constructed on Part of Lot 12 (Park), Plan 162, designated as Parts 1, 2 and 3 on Plan 4R-24510, City of Ottawa (being Part of PIN 04392-1448).

Together with an easement in perpetuity over, under and upon Part of Lot 12 (Park), Plan 162, designated as Part 4 on Plan 4R-24510, City of Ottawa (being part of PIN 04392-1448) in favour of the owners of Part of Lot 12 (Park), Plan 162, designated as Parts 1, 2 and 3 on Plan 4R-24510, City of Ottawa (being part of PIN 04392-1448) for storm water management, including but not limited to, surface drainage and for locating, connecting to, using, maintaining, repairing and replacing catch basins and private storm sewers that form part of the storm water management system serving Part of Lot 12 (Park), Plan 162, designated as Parts 1, 2 and 3, on Plan 4R-24510, City of Ottawa (being part of PIN 04392-1448).

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 the Description and the Declarant is the registered owner of the Lands and appurtenant interests.

The following is a legal description of the Servient Lands:

Part of Lot 12 (Park)
Plan 162
designated as Part 4
on Plan 4R-24510
City of Ottawa
Land Titles Division of Ottawa-Carleton No. 4

Part of PIN: 04392-1448

(the "Servient Lands")

Subject to an easement over Part of Lot 12 (Park), Plan 162, designated as Part 4 on Plan 4R-24510, City of Ottawa (being part of PIN 04392-1448), in favour of the owners from time to time of Part of Lot 12 (Park), Plan 162, designated as Parts 1, 2 and 3 on Plan 4R-24510, City of Ottawa (being Part of PIN 04392-1448) for the installation and supply of utilities or services, and/or to locate related equipment, including but not limited to telephone, hydro, gas, sewer, water and cablevision service to Part of Lot 12 (Park), Plan 162, designated as Parts 1, 2 and 3 on Plan 4R-24510, City of Ottawa (being Part of PIN 04392-1448).

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(Park), Plan 162, designated as Parts 1, 2 and 3 on Plan 4R-24510, City of Ottawa (being Part of PIN 04392-1448).

Subject to an easement in perpetuity over, under and upon Part of Lot 12 (Park), Plan 162, designated as Part 4 on Plan 4R-24510, City of Ottawa (being part of PIN 04392-1448) in favour of the owners of Part of Lot 12 (Park), Plan 162, designated as Parts 1, 2 and 3 on Plan 4R-24510, City of Ottawa (being part of PIN 04392-1448) for storm water management, including but not limited to, surface drainage and for locating, connecting to, using, maintaining, repairing and replacing catch basins and private storm sewers that form part of the storm water management system serving Part of Lot 12 (Park), Plan 162, designated as Parts 1, 2 and 3, on Plan 4R-24510, City of Ottawa (being part of PIN 04392-1448).

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Nelligan O'Brien Payne LLP
Solicitors for Candor Home Builders Ltd.

Per:



John D. Peart

June 25, 2010

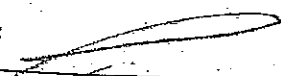
SCHEDULE "B"
Consent under Clause 7(2)(b) of the ^{Condominium} Act, 1998

- 1. WE, Locke Holdco Inc., have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered as Instrument Number OC1090980 on March 26, 2010 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4).
- 2. WE consent to the registration of this Declaration pursuant to the Act, against the land or *the* interests appurtenant to the land, as the land and the interests are described in the Description.
- 3. WE postpone the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
- 4. We are entitled by law to grant this consent and postponement.

DATED at Ottawa, Ontario, this 23rd day of June, 2010.

LOCKE HOLDCO INC.

Per:


Name: James Locke

Title:


I have the authority to bind the Corporation.

SCHEDULE "B"
Consent under Clause 7(2)(b) of the Condominium Act, 1998

1. WE, Caisse Populaire Orleans Inc., have a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Instrument Number OC1108653 on May 18, 2010 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. *the*
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 Ottawa, Ontario, this 15 day of June, 2010.

CAISSE POPULAIRE ORLEANS INC.

Per: 
Name: _____

Title: **MARTINE BERGERON**
Directrice de comptes
Account Manager

Per: 
Name: _____

Title: **RICHARD FERLAND**
Directeur principal
Senior Manager

I/We have the authority to bind the Corporation.

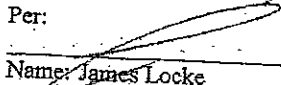
SCHEDULE "B" Condominium
Consent under Clause 7(2)(b) of the Act, 1998
Servient Lands

- 1. WE, Locke Holdco Inc., 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, registered as Instrument Number OC1090980 on March 26, 2010 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4).
- 2. WE consent to the registration of this Declaration pursuant to the Act, against the land or *the* interests appurtenant to the land, as the land and the interests are described in the Description.
- 3. We are entitled by law to grant this consent and postponement.

DATED at Ottawa, Ontario, this 22 day of June, 2010.

LOCKE HOLDCO INC.

Per:


Name: James Locke
Title:

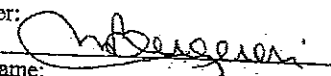
I have the authority to bind the Corporation.

SCHEDULE "B"
Consent under Clause 7(2)(b) of the Condominium Act, 1998
Servient Lands

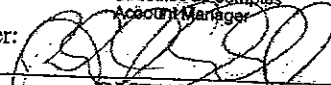
1. WE, Caisse Populaire Orleans Inc., have a mortgage registered against land owned by the Declarant that is included in the Property but not included in a Phase, including the buildings and structures on the land, registered as Instrument Number OC1108653 on May 18, 2010 in the Land Registry Office 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. *He*
3. We are entitled by law to grant this consent and postponement.

DATED at Ottawa, Ontario, this 15 day of June, 2010.

CAISSE POPULAIRE ORLEANS INC.

Per: 
Name: _____

Title: MARTINE BERGERON
Directrice de comptes
Account Manager

Per: 
Name: _____

Title: RICHARD FERLAND
Directeur principal
Senior Manager

I/We have the authority to bind the Corporation.

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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 4 Inclusive, Levels 1, 2 and 3)

1. The Horizontal Boundaries of the Units are:

- a) The upper surface of drywall on the 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 wood subfloor beneath the Units on Levels 2 and 3;
- c) 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;
 - ii) The unfinished Unit side surface of the treads and risers on the upper surfaces of the stairs.

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.

The Parking Units (Units 5 to 16 inclusive, Level 1)

3. The Vertical Boundaries are:

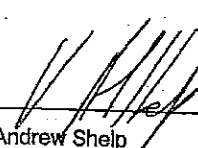
Vertical planes controlled by survey monuments and/or the distances from the said monuments, as illustrated on Sheet 2 of Part 1 of the description.

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 Sheet 2 of Part 1 of the description.

DATED AT the City of Ottawa, this 15th day of July, 2010



V. Andrew Shep
Ontario Land Surveyor

SCHEDULE "D"

Unit Number	Level Number	Proportion of Common Interest Appurtenant to each Unit	Proportion in which each unit Owner is to Contribute to Common Expenses
Residential Units			
Unit 1	Level 1	8.0%	8.0%
Unit 2	Level 1	8.0%	8.0%
Unit 3	Level 1	8.0%	8.0%
Unit 4	Level 1	8.0%	8.0%
Unit 1	Level 2	8.0%	8.0%
Unit 2	Level 2	8.0%	8.0%
Unit 3	Level 2	8.0%	8.0%
Unit 4	Level 2	8.0%	8.0%
Unit 1	Level 3	8.0%	8.0%
Unit 2	Level 3	8.0%	8.0%
Unit 3	Level 3	8.0%	8.0%
Unit 4	Level 3	8.0%	8.0%
Parking units			
Unit 5	Level 1	0.333%	0.333%
Unit 6	Level 1	0.333%	0.333%
Unit 7	Level 1	0.333%	0.333%
Unit 8	Level 1	0.333%	0.333%
Unit 9	Level 1	0.333%	0.333%
Unit 10	Level 1	0.333%	0.333%
Unit 11	Level 1	0.333%	0.333%
Unit 12	Level 1	0.333%	0.333%
Unit 13	Level 1	0.334%	0.334%
Unit 14	Level 1	0.334%	0.334%
Unit 15	Level 1	0.334%	0.334%
Unit 16	Level 1	0.334%	0.334%
	Total	100%	100%

SCHEDULE "E"

SPECIFICATION OF COMMON EXPENSES

Common expenses payable by all unit owners pursuant to Article 2 and Schedule "D" herein shall, without limiting the definition ascribed thereto, 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, utilities, services and equipment including, without limiting the generality of the foregoing, levies or charges for:
 - (a) maintenance materials, tools and supplies;
 - (b) cleaning and cleaning supplies used in relation to the common elements;
 - (c) snow removal throughout the common elements (private roadways, driveways and visitor parking spaces) and landscaping;
 - (d) electricity and water charges for electricity and domestic water consumed in relation to the common elements;
 - (e) 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 maintaining and repairing the common elements and the cost of equipment, materials, labour, tools, supplies and chattels;
- (5) shared expenses incurred with respect to the obligations incurred by the Corporation with any other person, firm or corporation
- (6) the cost of legal, accounting, auditing and engineering services or other professional advice and services required by the Corporation in the performance by the Corporation of its duties and powers;
- (7) the fees and disbursements of the insurance trustee, if any;
- (8i) the cost of maintaining fidelity bonds as provided in the by-laws;
- (9) the cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;
- (10) all sums of money assessed by the Corporation to be set aside in a reserve fund and to be applied from time to time, in whole or in part, at the absolute discretion of the Corporation to the payment of any expenses the Corporation deems necessary or desirable for the performance of the objects of the Corporation.

SCHEDULE "F"

EXCLUSIVE USE COMMON ELEMENTS

The owners of all residential units on Level 1 shall have the exclusive use of the terrace areas to which their unit has sole and direct access, the extent of which are shown on Part 2, Sheet 1 of the Description.

The owners of all units on Levels 2 and 3 shall have the exclusive use of the balcony to which their unit has sole and direct access.

SCHEDULE G
CERTIFICATE OF ARCHITECT

FORM 2


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

RE UNITS 1-12, 1230 WARDEN AVE, OAKVILLE, ONT.

I, Douglas Hardie, certify that each building on the Property 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.
OR
- 5. All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, except for elevating devices contained wholly in a Unit and designed for use only within the Unit.
OR
 There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.
- 6. All installations with respect to the provision of water and sewage services are in place.
- 7. All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
- 8. All installations with respect to the provision of air conditioning are in place.
OR
 There are no installations with respect to the provision of air conditioning.
- 9. All installations with respect to the provision of electricity are in place.
- 10. All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.
OR
 There are no indoor and outdoor swimming pools.
- 11. Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this 09th day of JULY, 2010.



 Douglas Hardie, Architect