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

DECLARATION

CONDOMINIUM ACT, 1998

EW PROPERTY IDENTIFIER'S BLC ECENTLY: 14525-8114 ECLARANT: 1180686 DWTM					
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SOLICITOR: MANN LAWYERS	_	<u> </u>			
STEPHEN PLEST					
ADDRESS: 710-1600 SCOTT JT					
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OTTAWA, ONTARIO			•	-	-
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DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

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

BY:

1180686 ONTARIO INC.

(hereinafter called the "Declarant")

WHEREAS the Declarant is the Owner in fee simple of certain lands and premises situate in the City of Ottawa in the Province of Ontario and being more particularly described in Schedule "A" and in the description submitted herewith:

WHEREAS the Declarant has constructed several residential dwelling units on the said lands; and,

WHEREAS the Declarant intends that the said lands together with the said buildings constructed therein shall be governed by the Act and that, immediately upon the registration of this Declaration, a standard freehold condominium corporation, that is a phased condominium, shall be formed.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE ONE - INTRODUCTORY

Section 1.01 <u>Definitions</u>. The following terms used herein have the meanings set out below, unless the context otherwise requires:

- (a) "common elements" means all the property except the units;
- (b) "common interests" means the interest in the common elements appurtenant to a unit;
- "owner" means the owner or owners of a unit and common interest, but does not include a mortgagee unless in possession;
- (d) "property" means the lands and premises described in the description and Schedule "A" annexed hereto and includes any land and interests appurtenant to lands that are added to the common elements;
- (e) "unit" means a part or parts of the property 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 property within this space at the time the Declaration and description are registered;
- (f) The definition of "unit" for the purposes of the duties to repair and maintain under the relevant provisions of the Act and this Declaration shall extend to all improvements made by the Declarant in accordance with its architectural plans notwithstanding that some of such improvements may be made after registration of the Declaration:
- (g) Other terms used herein shall have ascribed to them the definitions contained in the Act, as amended from time to time.
- Section 1.02 <u>Statement of Intention</u>. The Declarant intends that the land and interest appurtenant to the land in the Description and in Schedule "A" of the Declaration be governed by the Act and that the Declaration will create a Freehold Standard Condominium Corporation, that is a Phased Condominium Corporation.
- Section 1.03 Consent of Encumbrancers. The consent of all persons having registered encumbrances against the lands and premises described in Schedule "A" is contained in Schedule "B" attached hereto.
 - Section 1.04 <u>Boundaries of Units and Monuments</u>. The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of units in Schedule "C" attached hereto.
 - Section 1.05 <u>Common Interests and Common Expenses</u>. Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners in the proportions set forth opposite each unit number in Schedule AD@ annexed hereto and shall contribute to the common expenses in the proportions set forth opposite each unit number in Schedule "D" attached hereto. The total of the proportions of the common interests shall be one hundred per cent (100%).
 - Section 1.06 Exclusive Use Areas. The owners of the units set forth in Schedule AF@ attached

hereto shall have the exclusive use of those parts of the common elements described therein.

Section 1.07 Mailing Address. The Corporation's mailing address shall be:

4522E Innes Road Orleans, Ontario K4A 0X5

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

Section 1.08 Address for Service. The Corporation's address for service shall be:

4522E Innes Road Orleans, Ontario K4A 0X5

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

Section 1.09 Municipal Address. The Corporation's municipal addresses shall be:

4522 A, B, C, D Innes Road 4524 A, B, C, D Innes Road

2016 A, B, C, D Dorima Street 2018 A, B, C, D Dorima Street

Orleans, Ontario K4A 0X5

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

ARTICLE TWO - COMMON EXPENSES

Section 2.01 <u>Specification of Common Expenses</u>. Common expenses means the expenses of the performance of the objects and duties of the Corporation and, without limiting the generality of the foregoing, shall include those expenses set out in Schedule "E" attached hereto.

Section 2.02 <u>Payment of Common Expenses</u>. Each owner, including the Declarant, shall pay to the Corporation his proportionate share of the common expenses, as may be provided for by the bylaws 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.

ARTICLE THREE - COMMON ELEMENTS

Section 3.01 <u>Use of Common Elements</u>. Subject to the provisions of the Act, this Declaration and the by-laws, and any rules and regulations passed pursuant thereto, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.

Section 3.02 <u>Restrictive Access</u>. Without the consent in writing of the board, no owner shall have any right of access to those parts of the common elements used from time to time as utilities areas, building maintenance storage areas, operating machinery, or any other parts of the common elements used for the care, maintenance or operation of the property. Provided, however, that this paragraph shall not apply to any first mortgagee holding mortgages on at least ten per cent (10%) of the units who shall have a right of access for inspection upon 48 hours notice to the Corporation.

Section 3.03 <u>Modifications of Common Elements and Assets.</u>

- (a) The Corporation may by a vote of members, who own eighty (80) per cent of the common elements, make any substantial additions, alterations or improvements to, or renovation of the common elements, or make any substantial change in the assets of the Corporation.
- (b) The Corporation may by a vote of the majority of the members make any other addition, alteration, or improvement to, or renovation of the common elements, or may make any other change in the assets of the Corporation.
- (c) For the purposes of this clause, the board shall decide whether any addition, alteration, or improvement to, or renovation of the common elements, or any change in the assets of the Corporation is substantial.

ARTICLE FOUR - UNITS

Section 4.01 Occupation and Use. The occupation and use of the units shall be in accordance with the following restrictions and stipulations:

- (a) Each unit designated on the Declarant's architectural plans as being for residential use shall be occupied and used only as a private single family residence, and for no other purpose except for ancillary home occupation use, subject to the requirements of the relevant zoning by-law; provided, however, that the foregoing shall not prevent the Declarant from completing the building and all improvements to the property, maintaining units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs until all units have been sold by the Declarant.
- (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.
- (c) The owner of each unit shall comply and shall require all residents and visitors to his unit to comply with the Act, this Declaration, and the by-laws, and the rules and regulations passed pursuant thereto.
- (d) No owner shall make any change to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, without the consent of the board.

Section 4.02 Requirements for Leasing.

Where the owner of a unit leases his unit, such owner shall notify the Corporation that the unit is leased and shall provide the Corporation with the lessee's name and the owner's address.

ARTICLE FIVE - MAINTENANCE AND REPAIRS

Section 5.01 Repair and Maintenance of Units and Common Elements by the Owners

Each owner shall maintain his or her unit to the standard of a prudent owner. The Owner of any unit having an appurtenant exclusive use area (except for parking spaces) shall be responsible to maintain such exclusive use area. Each owner shall be responsible for cleaning the interior surfaces of the glass in any window serving his or her unit.

Each owner shall be responsible for all damages to any and all other units and to the common elements which are caused by the failure of the owner to maintain his or her unit, save and except for any such damages to the common elements and the units for which the cost of repairing same may be recovered under any policy or policies of insurance held by the Corporation.

The Corporation shall carry out any maintenance that an owner is obligated to do and that he does not do within a reasonable time and which if not done is liable to result either in damage to other units or the common elements or in a deterioration in the appearance of the building in which his or her unit is located; and in such an event, an owner shall be deemed to have consented to having the maintenance done by the Corporation and an owner shall reimburse the Corporation in full for the cost of such maintenance, including any legal or collection costs incurred by the Corporation in order to collect the costs of such maintenance, and all such sums of money shall bear interest at the rate of eighteen per cent (18%) per annum. 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.

Section 5.02 Repairs and Maintenance of Common Elements and the Units by the Corporation. Subject to the provisions of this Declaration and the Act, the Corporation shall repair and maintain the common elements and shall repair the units after damage.

ARTICLE SIX - PLANS AND SPECIFICATIONS

Section 6.01 <u>Architectural Plans and Specifications</u>. A complete set of all the original architectural and structural plans and specifications for the buildings, including plans and specifications for any additions, alterations or improvements from time to time made to the common elements or to any unit with the prior consent in writing of the board, shall be maintained in the office of the Corporation at all times, for the use of the Corporation in rebuilding or repairing any damage to the building, and

for the use of any owner.

ARTICLE SEVEN - INSURANCE

Section 7.01 <u>By the Corporation</u>. 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 fire and other major perils with extended coverage and such other perils as the board may from time to time deem advisable, insuring:
 - (i) the property, excluding the units;
 - (ii) personal property owned by the Corporation but not including furnishings, furniture, or other personal property supplied or installed by the owners;

In an amount equal to the full replacement cost of such real and personal property, without deduction for depreciation, which policy may, in the discretion of the board, be subject to a loss deductible clause.

(b) Insurance against damage by fire and other major perils with extended coverage and such other perils as the board may from time to time deem advisable, insuring the units, but excluding any improvements made by the owners thereof, in an amount equal to the full replacement cost of such units without deduction for depreciation.

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

- waivers of subrogation against the Corporation, its manager, agents, employees and servants and owners, and any member of the household, or guests of any-owner or occupant of a unit, except for arson and fraud;
- that such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty days prior written notice to all parties whose interests appear thereon;
- (iii) waivers of any defence based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of a statutory condition of any insured;
- (iv) all policies of Insurance shall provide that the same shall be primary insurance in respect of any other insurance carried by any owner; and
- a waiver of the insurer's option to repair, rebuild, or replace in the event that after damage the government of the property by the Act is terminated;
- (c) Public liability and property damage insurance insuring the liability of the Corporation and the owners from time to time, with limits to be determined by the board, and without right of subrogation as against the Corporation, its manager, agents, servants and employees, and as against the owners, and any member of the household or guests or any owner or occupant of a unit; and
- (d) Machinery and equipment insurance to the extent required as the board may from time to time deem advisable.

Section 7.02 General Provisions

- (a) Prior to obtaining any policy or policies of insurance under sub-clause (1) of this Clause VIII, or any renewal or renewals thereof, or at such other time as the board may deem advisable, the board 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 affected pursuant to sub-clause (1). of this Clause VIII 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 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.

Section 7.03 <u>By the Owner</u>. It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, or any other insurance, if deemed necessary or desirable by any owner, may be obtained and maintained by such owner.

- (a) Insurance on any additions or improvements made by the owner to his or her unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his or her unit, insurance covering any deductible portion of the Corporation's insurance as it affects such owner and insurance covering his or her personal property and chattels stored elsewhere on the property, including his or her automobile or automobiles, and for loss of use and occupancy of his or her unit in the event of damage, which policy or policies of insurance shall contain waiver of subrogation against the Corporation, its manager; agents, employees and servants, and against the other owners and any members of their household, except for vehicle impact, arson and fraud.
- (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.

ARTICLE EIGHT - INDEMNIFICATION

Section 8.01 <u>Indemnification</u>. Each owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such owner, his or her family or any member thereof, any other resident of his or her unit or any guests, invitees or licensees of such owner or resident to or with respect to the common elements and/or all other units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. All payments pursuant to this clause are deemed to be additional contributions toward the common expenses and recoverable as such.

ARTICLE NINE - FIRST MEETING

Section 9.01 <u>First Meeting</u>. Within three months after the registration of this Declaration, the members shall, on ten (10) days' notice in writing, hold their first meeting for the purposes of electing directors. The board so elected may, without notice, hold its first meeting, provided a quorum of directors is present. Any by-law may be passed by the Corporation, without a meeting, provided the consent to the by-law, by members who own 100% of the common elements, is endorsed thereon.

ARTICLE TEN - GENERAL MATTERS AND ADMINISTRATION

Section 10.01 Rights of Entry.

- (a) The Corporation, or any insurer of the property or any part thereof, their respective agents, or any other person authorized by the board, shall be entitled to enter any unit or any part of the common elements at all reasonable times and 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 or any part of the common elements or for the purpose of correcting any condition which might result in damage or loss to the property. The Corporation or any one authorized by it may determine whether an emergency exists.
- (c) If an owner shall not be personally present to grant entry to his or her unit, the Corporation, or its agents, may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof; provided that they exercise reasonable care.
- (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.

Section 10.02 <u>Units, Subject to Declaration, By-laws, Common Elements Rules and Rules and Regulations</u>. All present and future owners, tenants and residents of units, their families, guests, invitees or licensees, shall be subject to and shall comply with the provisions of this Declaration, the by-laws, and any other rules and regulations of the Corporation.

The acceptance of a transfer, 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, the by-laws, and any other rules and regulations, as they may be amended from time to time, are accepted and ratified 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 or lease or occupancy agreement.

Section 10.03 <u>Invalidity</u>. 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.

Section 10.04 <u>Waiver</u>. The failure to take action to enforce any provision contained in the Act, this Declaration, the by-laws, or any other rules and regulations of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

Section 10.05 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 his or her interest to the Corporation at such address as is given by each mortgagee to the Corporation for the purpose of notice; and if mailed as aforesaid the same shall be deemed to have been received and to be effective on the first business day following the day on which it was mailed. Any owner or mortgagee may change his or her address for service by notice given to the Corporation in the manner aforesaid.

Section 10.06 <u>Construction of Declaration</u>. This Declaration shall be read with all changes of number and gender required by the context.

Section 10.07 <u>Headings</u>. The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

Dated at the City Of Ottawa in the Province of Ontario, this 21st day of July, 2014.

IN WITNESS WHEREOF the Declarant has executed this Declaration.

1180686 ONTARIO INC.

PER:

Guy Whissel - President

I have authority to bind the Corporation.

SCHEDULE "A"

Part of PIN 14525-8114 being Part of Lot 1, Concession 10, Cumberland, Parts 1, 3, 4, 6, 7 and 8 on Plan 4R-27963, Ottawa;

RESERVING an easement over Part of PIN 14525-8114, being Part of Lot 1, Concession 10, Cumberland, designated as Part 4 on Plan 4R-27963, in favour of Part of PIN 14525-8114, being Part of Lot 1, Concession 10, Cumberland, designated as Parts 2 and 5 on Plan 4R-27963, for the purpose of operating, installing, repairing and maintaining storm sewer and drainage works and equipment appurtenant thereto.

RESERVING a right of way in and through Part of PIN 14525-8114, being Part of Lot 1, Concession 10, Cumberland, designated as Part 4 on Plan 4R-27963, in favour of Part of PIN 14525-8114, being Part of Lot 1, Concession 10, Cumberland, designated as Parts 2 and 5 on Plan 4R-27963, for the purpose of pedestrian and vehicular ingress and egress.

RESERVING an easement over Part of PiN 14525-8114, being Part of Lot 1, Concession 10, Cumberland, designated as Parts 3 and 8 on Plan 4R-27963, in favour of Part of PiN 14525-8114, being Part of Lot 1; Concession 10, Cumberland, designated as Parts 2 and 5 on Plan 4R-27963, for the purpose of shared visitor parking.

Subject to an easement in gross in favour of City of Ottawa as more particularly described in Instrument No. OC1487711.

Subject to an easement in gross in favour of Hydro One Networks Inc. as more particularly described in Instrument No. OC1538798.

Subject to an easement in favour of Rogers Communications Inc. as more particularly described in Instrument No. OC1572247.

Subject to an easement in favour of Bell Canada as more particularly described in Instrument No. OC1579610.

Hereinafter referred to as the "Condominium Lands".

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 property and appurtenant interests.

The following is a legal description of the servient lands:

Tun

Part of PIN 14525-8114 being Part of Lot 1, Concession 10, Cumberland, designated as Parts 2 and 5 on Plan 4R-27963

Dated at Ottawa, this 19th day of tune, 2014.

Solicitor's Signature

CONSENT (SCHEDULE "B" TO DECLARATION)

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

Condominium Act, 1998

- We, CAISSE POPULAIRE TRILLIUM INC., have a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, registered as Number OC1472208 in the Land Registry Office for the Land Titles Division of Ottawa Carleton (No. 4).
- 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 interests are described in the description.
- We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the declaration.
- We are entitled by law to grant this consent and postponement.

Dated at Ottawo

CAISSE PORULAIRE TRILLIUM INC.

Name: Stephane Chenier Title: Manager Real Estate Financing

Name: Demnis Britt Title: Senior Manager

We have authority to bind the Corporation

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

Condominium Act, 1998

(Servient Lands)

- We, CAISSE POPULAIRE TRILLIUM 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 Number OC1472208 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No.4).
- 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.

We are entitled by law to grant this consent.

Dated at OTTOWN

CAISSE POPULAIRE TRILLIUM INC

Frédéric Soares Directeur de comptes

Account Manager

Name: Stephane Chenier Title: Manager Real Estate Financing

per: Name: Dennie Britt

Title: Senior Manager

We have authority to bind the Corporation

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 8 Inclusive, Levels 1 and 2)

1. The Horizontal Boundaries of the Units are:

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

- 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.

SURVEYOR'S CERTIFICATE

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

DATED AT the City of Ottawa, this 25 day of The

V. Andrew Shelp

Ontario Land Surveyor

, 2014.

SCHEDULE "D"
PROPORTIONS OF COMMON INTERESTS AND COMMON EXPENSES EXPRESSED IN PERCENTAGES

UNIT NO.	LEVEL NO.	PERCENTAGE OF COMMON INTERESTS APPURTENANT TO EACH UNIT	PERCENTAGE IN WHICH EACH UNIT IS LIABLE TO CONTRIBUTE TO COMMON EXPENSES
1	1	6.2214	6.2500
2	1	5.9645	6.2500
3	1	5.9645	6.2500
4	1	6.2214	6.2500
5	1	6.2214	6.2500
6	1	5.9645	6.2500
7	1	5.9645	6.2500
8	1	6.2214	6.2500
1	2	6.5355	6.25000
2	2	6.2786	6.25000
3	2	6.2786	6.25000
4	2	6.5355	6.25000
5	2	6.5355	6.2500
6	2	6.2786	6.2500
7	2	6.2786	6.2500
8	2	6.5355	6.2500
TOTAL		100.0000	100.0000

SCHEDULE "E"

SPECIFICATION OF COMMON EXPENSES

Common Expenses include but shall not be limited to the following:

- (a) The cost of insurance with respect to the units and the common elements.
- (b) The cost of water consumed by the Units;
- (c) The cost of water and other utilities or services purchased by the Corporation that are not separately metered to the units, but only when such services or utilities are the responsibility of the Corporation to provide.
- (d) The cost of borrowing money when each borrowing has been authorized by By-law.
- (e) Management Agent fees.
- (f) Legal and Accounting fees.
- (g) Exterior window cleaning with respect to windows not directly accessible from a balcony or porch.
- (h) Maintaining landscaping;
- (i) The cost of any performance audit, engineering audit and reserve fund study;
- (j) The cost of cleaning, maintaining, repairing, and keeping free from snow all portions of the common elements and the units that it is the Corporation's duty to maintain and/or repair, where appropriate;
- (k) Generally, the cost of performing any functions consistent with its objects which the Corporation has the right or duty to perform.

SCHEDULE "F"

EXCLUSIVE USE AREAS

Subject to the provisions of the Declaration, the By-laws and Rules and Regulations of the Corporation and the right of entry in favour of the Corporation thereto and thereon, for the purposes of facilitating any requisite maintenance and/or repair work, or to give access to the utility and service appurtenant thereto:

The owner(s) of each unit shall have exclusive use of any balcony to which such unit provides direct and sole access.

The owner(s) of each of Units 1 to 8, inclusive, on Levels 1 and 2 shall have the exclusive use of one Parking Space, in accordance with the following Schedule:

UNIT NO.	PARKING SPACE NO.
Unit 1, Level 1	P-1
Unit 2, Level 1	P-3
Unit 3, Level 1	P-5
Unit 4, Level 1	P-7
Unit 5 Level 1	P-16
Unit 6, Level 1	P-14
Unit 7, Level 1	P-9
Unit 8, Level 1	P-11
Unit 1, Level 2	P-2
Unit 2, Level 2	P-4
Unit 3, Level 2	P-6
Unit 4, Level 2	P-8
Unit 5, Level 2	P-15
Unit 6, Level 2	P-13
Unit 7, Level 2	P-10
Unit 8, Level 2	P-12

SCHEDULE 'G'

Condominum Act, 1998

CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD
CONDOMINIUM CORPORATION)

(UNDER CLAUSES § (8) (A) OR (B) OF ONTARIO REGULATION 48/01
OR CLAUSE § (1) (F) OR (H) OF THE CONDOMINIUM ACT, 1998)

Condominium Act, 1998

I certify that

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(In	the case of an amandment to the declaration creating a phase:
	s been constructed in accordance with the regulations made under the Condominium Act, 1998, with respect to the following matters:
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1.	The extenior building envelope, including rooting assembly, exterior wall cladding, doors and windows, satisfing and seatants, is weather resistant if required by the construction documents and less 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 callings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sending), plaster or other final covering.
4	All underground garages have walls and floor assemblies in place.
OR	There are no underground garages.
5.	All clevating devices as defined in the Elevating Devices Act are ficensed 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 destrued for use only within the unit.
6.	Aß 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 verification are in place and heat and verification can be provided.
8.	M 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.
Dati	ed this 2 Stay of SEPT . 2014
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SCHEDULE 'G"

Condominium Act, 1998

CONCOMMUM ACT, 1998
CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD
CONDOMINIUM CORPORATION)
(UNDER CLAUSES 5 (8) (4) OR (8) OF DINTARIO REGULATION 48/01
OR CLAUSES 5 (1) (E) OR (H) OF THE CONDOMINUM ACT, 1998)

Condominium Act, 1998

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[Strik	ie out whichever is not applicable:
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OR	
-	e case of an amendment to the declaration creating a phase:
	building on the land included in the phase)]
	seen constructed in accordance with the regulations made under the Condominium Act, 1998, with respect to the following matters:
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2.	CI Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3.	Descrit as otherwise specified in the regulations, waits and callings of the common elements, excluding interior structural walls and cylumns 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.
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5.	☐ All elevating devices as defined in the Elevating Davices Act are licensed under that Act If it requires a focuse, axelet for elevating devices contained wholly in a unit and designed for use only within the unit.
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7.	All installations with respect to the provision of heat and ventilation are in place and fleat and ventilation can be provided.
8.	All Installations with respect to the provision of air conditioning are in piece.
OR	
	There are no installations with respect to the provision of air conditioning.
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11.	Clearest as otherwise specified in the regulations, the boundaries of the units are completed to the drywalf (not including taping and searcing), plaster or other final covering, and perimeter doors are in place.

Dated this / 1 day of SEPTAMBER 2014

(signature) TEAN DR COLUM (print name) TEAN DR COLUM (Strike out whichever is not applicable:

Availant Professional Engineer)

FORM 11 CERTIFICATE IN RESPECT OF A BY-LAW (UNDER SUBSECTION 56 (9) OF THE CONDOMINIUM ACT, 1998)

OTTAWA-CARLETON COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 952

(known as the "Corporation")

certifies that:

- The copy of By-law Number 1, attached as Schedule A, is a true copy of the By-law.
 The By-law was made in accordance with the Condomintum Act, 1998.
- 3. The owners of a majority of the tied parcels of the Corporation have voted in favour of confirming the

Dated this 25th day of September 2014.

OTTAWA-CARLETON COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 952

Richard Martineau - Secretary

OTTAWA-CARLETON COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 952

BY-LAW NO. 1

BE IT ENACTED as a by-law of Ottawa-Carleton COMMON ELEMENTS CONDOMINIUM Corporation NO. 952 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I - DEFINITIONS

1.1 In addition to those words, terms and/or phrases specifically defined in this by-law, the words, terms and/or phrases used herein which are defined in the Condominium Act, 1998, S. O. 1998, C.19 as amended and the regulations made thereunder (hereinafter referred to as the "Act") and in the declaration of the Corporation (hereinafter referred to as the "Declaration") shall have ascribed to them the meanings set out in the Act or the Declaration, unless the context requires otherwise.

ARTICLE II - SEAL

2.1 The corporate seal of the Corporation shall be in the form impressed hereon. Notwithstanding that the Corporation has a seal, any document that would otherwise require a seal need not be executed under seal, provided the statement "IWe have the authority to bind the Corporation" is noted below the signature(s) of the person(s) duly authorized to sign the document and such a document has the same effect for all purposes as if executed under seal.

ARTICLE III - RECORDS

3.1 The Corporation shall keep and maintain all records required by section 55 of the Act.

ARTICLE IV - THE CORPORATION

- 4.1. <u>Duties of the Corporation</u> The duties of the Corporation shall include, but shall not be limited to the following:
 - (a) the operation; care, upkeep, maintenance and repair of the common elements as provided for In the Act and in the Declaration;
 - (b) the collection of contributions toward common expenses from the owners;
 - (c) the arranging for the supply of all requisite utility services to the common elements (unless separately metered) except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. The Corporation shall not be liable for indirect or consequential damage or for damages for personal discomfort or illness by reason of the breach of such duty;
 - (d) the obtaining and maintaining of insurance coverage for the property as may be required by the Act, the Declaration and the By-laws of the Corporation;
 - the retention of legal counsel to prepare, register and discharge, following payment, certificates of lien for arrears of common expenses;
 - (f) the preparation and delivery of status certificates as required by the Act,
 - (e) the preparation of a yearly budget;
 - (f) the supervision of all public or private service companies which enter upon the property for the purpose of supplying, installing, replacing and servicing their systems;
 - (g) the obtaining and maintaining of fidelity bonds for any person dealing with Corporation monies and in such amounts as the board may deem reasonable;
 - (h) the purchase and maintenance of insurance for the benefit of all directors and officers in respect of anything done or permitted to be done by them in respect of the execution of the duties of their offices except insurance against a liability, cost, charge or expense of such directors or officers incurred as a result of a contravention of any of the duties imposed upon them pursuant to the Act;

- the preparation and maintenance of all records to be kept by the Corporation;
- the calling and holding of meetings and the delivery of notices as required;
- (k) the enforcement of the provisions of the Act, the Declaration, By-laws and Rules of the Corporation in a timely and effective manner;
- the maintaining of an adequate reserve fund in accordance with the Act.
- 4.2 <u>Powers of the Corporation</u> The powers of the Corporation shall include, but shall not be limited to the following:
 - (a) the employment and dismissal of personnel necessary to the maintenance and repair of the property;
 - (b) the investment of reserve funds in accordance with the Act;
 - (c) the settling, adjusting or referring to mediation and / or arbitration of any claim or claims by or against the Corporation;
 - (d) entering into management agreements or utility easements and maintenance agreements;
 - (e) the objecting to of assessments on behalf of the owners;
 - if) the borrowing of such amounts in any fiscal year as the board determines are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Act, Declaration and by-laws of the Corporation and the securing of any loan of any amount by mortgage, pledge or charge of any asset (offer than the reserve fund) of the Corporation, subject in each case to approval of each such borrowing, loan or security by a majority vote of the owners at a meeting duly called for that purpose or as required by the Act, provided however, the board may maintain overdraft protection, in its general account, in an amount not exceeding one-twelfth (1/12) of the Corporation's current budget without requiring the approval of the owners;
 - leasing any part of the non-exclusive use common elements, or granting or transferring any easement, right-of-way or license over, upon, under or through (or otherwise affecting) any part or parts of the common elements, and/or releasing and abandoning any appurtenant easement(s) or right(s)-of-way heretofore or hereafter granted to (or created in favour of) the Corporation, in respect of any servient tenement burdened or encumbered thereby, on the express understanding that to the extent that subsection 21 (1) of the Act requires a by-law to authorize such a lease, licence, easement or right of way, or such a release and abandonment of easement, then this by-law shall accordingly be deemed and constitued for all such purposes to be (and constitute) the by-law providing the board with the requisite authority to enter into any such lease, licence, easement or right of way, or any such release and abandonment of easement, and any such lease license, easement, right of way or release of easement may be executed on behalf of the Corporation by the authorized signing officer(s) of the Corporation, with or without the seal of the Corporation affixed thereto, and same shall be valid and binding on the Corporation without requiring the consent or concurrence of (or the written authorization or signature of) any owner(s) thereto.

ARTICLE V - MEETINGS OF OWNERS

5.1 Annual Meeting:

The annual meeting of owners shall be held within six (6) months following the Corporation's fiscal year end at such place and on such day and time in each year as the board may from time to time determine for the purpose of receiving reports and statements required by the Act, the Declaration and By-laws of the Corporation, 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 be set out in the notice of meeting.

5,2 The First Annual General Meeting:

Pursuant to subsection 45(2) of the Act, the board shall hold the first annual general meeting of owners not more than three (3) months after the registration of the Declaration, and subsequently within six (6) months of the end of each fiscal year of the Corporation. The owners shall, at such first meeting, appoint one or more auditors to hold office until the close of the next annual meeting, and if the owners fail to do so, the board shall forthwith make such appointment. The remuneration of an auditor shall be fixed by the owners (if the auditor is appointed by the owners), or fixed by the board (if authorized to do so by the owners, or if the auditor is appointed directly by the board). The Corporation shall then give notice in writing to an auditor of his or her appointment forthwith after such appointment is made.

5.3 Special Meetings:

The board shall, upon receipt of a requisition in writing made by owners who together own not less than fifteen (15%) per cent of the common interests (parcels of tied land), call and hold a meeting of the owners within thirty-five (35) days of the receipt of the requisition or if the requisitionists so request in the requisition or consent in writing, add the business to be presented at the requisitioned meeting to the agenda for the next annual general meeting. If the meeting is not called and held within thirty-five (35) days of receipt of the requisition, any of the requisitionists may call the meeting, which meeting shall be held within forty-five (45) days of the day on which the meeting is called. The board may at any time call a special meeting of the owners for the transaction of any business, the nature of which shall be specified in the notice calling the meeting.

5.4 Notices:

At least fifteen (15) days written notice of every meeting specifying the place, the date, the hour and the nature of the business to be presented shall be given to the auditor of the Corporation and to each owner and mortgagee entitled to vote and entered on the record twenty (20) days before the date of the meeting in accordance with subsection 47(5) and 70(2) of the Act. The Corporation shall not be obligated to give notice to any Owner who has not notified the Corporation that he/she has become an Owner nor give notice to any mortgagee who has not notified the Corporation of his/her entitlement to vote and address for service.

5.5 Reports:

A copy of the financial statement and a copy of the auditors report shall be furnished to every owner and mortgagee entered on the record at least twenty (20) days before the date of any annual general meeting of Owners. A copy of the minutes of meetings of owners and of the board, shall be furnished to any owner or mortgagee who has requested same, within thirty (30) days of such request upon payment to the Corporation of a reasonable charge for labour and photocopying.

5.6 Persons Entitled to Be Present:

The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the Record, and any others entitled to vote thereat, the auditor of the Corporation, the directors and officers of the Corporation, a representative of the property manager, and others who, although not entitled to vote, are entitled or required under the provisions of the Act or the Declaration and By-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the chairperson of the meeting or with the consent of the meeting.

5.7 Quorum:

At any meeting of owners, a quorum shall be constituted when persons entitled to vote and owning not less than twenty-five (25%) percent of the common interests (percels of tied land) are present in person or represented by proxy. If thirty minutes after the time appointed for the holding of any meeting of owners, a quorum is not present, the meeting shall stand adjourned and if the meeting was an annual general meeting, the board shall call a further meeting of the owners in accordance with the Act.

5.8 Right to Vote:

Subject to the restrictions in paragraphs 5.11 and 5.13 of this Article V, every owner of a common interest (parcel of tied land) that has the right to vote in accordance with the Act shall be entitled to vote who is entered on the Record as an owner or has given notice to

the Corporation, in a form satisfactory to the chairperson of the meeting that he/she is an owner. If a common interest (parcel of tied land) has been mortgaged, and the person who mortgaged such common interest (parcel of tied land) (or his/her proxy) has expressly authorized or empowered the mortgagee to vote and exercise the right of the owner to vote in respect of such common interest (parcel of tied land) and such mortgagee has, at least four (4) days before the date specified in the notice of meeting, notified the owner and the Corporation of his/her intention to exercise such right, such mortgagee shall be entitled to vote upon filing with the Secretary of the meeting sufficient proof of same. Any dispute over the right to vote shall be resolved by the chair person of the meeting upon such evidence as the chair person may deem sufficient. Each owner or mortgagee shall be entitled to only one (1) vote per common interest (parcel of tied land).

5.9 Conduct of Meetings and Method of Voting:

At any meeting of owners the president of the Corporation (or to whomever the president may delegate the responsibility) or failing him/her, the vice-president, or failing him/her, some other person appointed by the board or failing such appointment, such other person elected at the meeting shall act as chairperson of the meeting and the secretary of the Corporation shall act as secretary of the meeting or, failing him / her, the chairperson shall appoint a secretary. Any question shall be decided by a snow of hands unless a poll is required by the chairperson or is demanded by an owner or mortgagee present in person or by proxy and entitled to vote, and unless a poll is so required or demanded, a declaration by the chairperson that the vote upon the question has been carried, or carried by a particular majority, or not carried, is prima facie proof of the fact without proof of the number of votes recorded in favour of or against such question; provided, however, that voting for the election of directors shall be by ballot only, other than in the case acclamation. A demand for a poll may be withdrawn. If a poll is so required or demanded and the demand is not withdrawn, a poll upon the question shall be taken in such manner as the chairperson shall direct.

5.10 Representatives:

An estate trustee, committee of a mentally incompetent person, or the guardian or trustee of an owner or mortgagee (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) upon filing with the Secretary sufficient proof of his/her appointment, shall represent the owner or mortgagee at all meetings of the owners, and may vote in the same manner and to the same extent as such owner or mortgagee. If there be more than one estate trustee, committee, guardian or trustee, the provisions of paragraph 5.11 of this Article V shall apply.

5.11 Co-Owners:

If a common interest (parcel of fied land) or a mortgage on a common interest (parcel of tied land) is owned by two or more persons, anyone 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, the majority of the owners of the common interest (parcel of tied land) shall decide how the vote is exercised.

5.12 Votes to Govern:

At all meetings of owners every question shall, unless otherwise required by the Act, the Declaration or By-laws, be decided by a majority of the votes duly cast on the question.

5.13 Entitlement to Vote:

Save and except in those instances where the Act provides or stipulates that the unanimous vote of all owners is required on any matter, issue, resolution or motion, an owner or mortgagee is not entitled to vote at any meeting if any common expenses or other monetary contributions that are payable in respect of the owner's or mortgagee's common interest (parcel of tied land) are in arrears for more than thirty (30) days prior to the meeting, provided however that such an owner or mortgagee may nevertheless vote if the Corporation receives payment, by way of a certified cheque, of all the arrears (and all other costs and expenses owing to the Corporation) before the meeting is held.

5.14 Proxies:

Every owner or mortgagee entitled to vote at any meeting of the 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 mortgages were present at the meeting. The instrument appointing a proxy shall be in writing signed by the appointor or his/her atterney authorized in writing, and shall be effective for a particular meeting only. The instrument appointing a proxy shall be deposited with the secretary prior to the start of the meeting.

ARTICLE VI - BOARD OF DIRECTORS

6.1 The Corporation:

The affairs of the Corporation shall be managed by a board of directors.

6.2 Number of Directors and Quorum:

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 18 or more years of age and need not be an owner of a common interest (parcel of tied land) in the Corporation. No undischarged, bankrupt or mentally incompetent person shall be a director and if a director becomes a bankrupt or mentally incompetent person, he thereupon ceases to be a director. A director immediately ceases to be a director if a certificate of lien has been registered against a common interest (parcel of tied land) owned by the director and the director does not obtain a discharge of the lien within ninety (90) days of the registration of the lien.

6.4 Consent

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

- (a) ha/she consents in writing to act as a director before his/her election or appointment or within ten (10) days thereafter; or
- (b) he/she was present at the meeting when he/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 shall be elected in rotation and shall be eligible for re-election. At the turnover meeting held pursuant to Section 43 of the Act, one (1) director shall be elected to hold office for a term of one (1) year; one (1) director shall be elected to hold office for a term of two (2) years; and one (1) director shall be elected to hold office for a term of three (3) 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 three (3) years.
- (b) If at least fifteen (15%) percent of the common interests (parcels of tied land) are owner occupied (as defined in subsection 51(5) of the Act), no persons other than the owners of owner-occupied common interests (parcels of fied land) may elect a person to one of the positions on the board. If fifteen (15%) percent of the common interests (parcels of tied land) are owner-occupied at the turnover meeting, the position on the board to be elected by owners of owner-occupied common interests (parcel of tied land) shall be the director elected for the one (1) year term and thereafter when that position becomes vacant (either because of resignation or the term has expired the director for that position shall be voted upon only by the owners of owner-occupied common interests (parcel of tied land). If at least fifteen (15%) percent of the common interests (parcel of tied land) are not owner-occupied at the turnover meeting, but in any subsequent year more than fifteen (15%) percent of the common interests (parcel of tied land) become owner-occupied, the position of a director whose terms expires in

that year shall be designated the director to be elected by owners of owner-occupied common interests (parcel of tied land) and thereafter when that position becomes vacant (either because of resignation or the term has expired), the director for that position shall be voted upon only by the owner of owner-occupied common interests (parcel of tied land).

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) 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 of the owners.
 - (b) Where the number of directors is increased, the vacancies resulting from such increase shall be filled only by election at such meeting of the owners and the director(s) so elected shall not act until the by-taw increasing the number of directors is registered.
 - (c) When there is not a quorum of directors in office, the director(s) then in office shall forthwith call a meeting of owners to fill the vacancy or vacancies and, in default, or if there are no directors then in office, the meeting may be called by an owner.
 - (d) Any director may be removed before the expiration of his term by a vote of owners who together own a majority of the common interest (parcels of tied land) and the owners may elect any person qualified to be a director for the remainder of the term of the director so removed; provided however, that a director elected by owners of owner-occupied common interests (parcels of tied land) may be removed only by a vote of owners of owner-occupied common interests (parcel of tied land) in accordance with the Act.

6.7 Calling of Meetings:

Meetings of the board shall be held from time to time at such place and time and on such day as the president or any two directiors may determine, and the secretary shall call meetings when authorized to do so by them. Notice of any meeting so called shall be delivered personally, by prepaid mail, courier delivery or electronic communication to each director, addressed to him at his latest address, entered on the Record of the Corporation, 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 a 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.

6.8 Regular Meetings

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 given to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.

6.9 Teleconference

A meeting of the board may be held or convened by way of teleconference, or any other form of communication system that allows all of the directors to participate concurrently and to communicate with each other simultaneously and instantaneously, provided that all of the directors participating in a meeting held or convened by such means have consented thereto, and a director so participating in any such meeting held or convened by such means shall be deemed, for the purposes of subsection 35(5) of the Act and this by-law, to be present at such meeting. The board may, by resolution signed by all the directors, provide their consent, in advance, to have meetings of the board conducted in the manner contemplated herein, without the necessity of requiring new consents prior to each and every meeting, provided that such resolution (and the standing consent referred to therein) shall be automatically rendered ineffective from and after (but not prior to) the delivery to the board by any director of a written notice revoking his or her consent to such resolution.

6.10 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 appointment of the directors of the first board provided a quorum of directors be present.

6.11 Conflict of Interest:

A director shall not be disqualified by reason of his office from contracting with the Corporation. Subject to the provisions of the Act, a director shall not by reason only of his office be accountable to the Corporation or to its owners for any profit or gain realized from a contract or transaction in which he has an interest, and such contract or transaction shall not be voidable by reason only of such interest, provided that the provisions in the Act relating to a declaration of interest have been followed.

6.12 Protection of Directors and Officers:

No director or officer of the Corporation shall be liable for the acts, neglect or default of any other director or officer or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monles of the Corporation shall be invested or for any loss or damage arising from the bankruptcy, insolvency or torticus act of any person with whom any of the monles, securities or effects of the Corporation shall be deposited or for any loss occasioned by an error of judgment or oversight on his part or for any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his or her office or in relation thereto, unless the same shall happen through his or her own dishonest or fraudulent act or acts.

6.13 Indemnity of Directors and Officers:

Every director and officer of the Corporation and their respective heirs, estate trustees, successors, and other legal personal representatives shall at all times be indemnified and saved harmless by the Corporation from and against:

- (a) any liability and all costs, charges and expenses that the director or officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him or her for or in respect of anything done, permitted to be done, or omitted to be done, by him or her, in respect of the execution of the duties of his or her office; and
- (b) all other costs, charges and expenses that such director or officer sustains or incurs in respect of the affairs of the Corporation;

excluding, however, all costs, charges and expenses incurred directly or indirectly as a result of such director's or officer's own dishonest or fraudulent act or acts, or through or by such director's or officer's gross negligence, recklessness, wilful blindness or intentional misconduct (with all of the liabilities and costs for which each director and officer shall be indemnified being hereinafter collectively referred to as the "Liabilities"), unless the Act or the by-laws of the Corporation provide otherwise, on the express understanding that:

- (i) no director or officer shall be indemnified by the Corporation in respect of any liabilities, costs, charges and/or expenses that he or she sustains or incurs arising from any action, suit or other proceeding in which such director or officer is adjudged to be in breach of his or her duty to act honestly and in good faith;
- (ii) the Corporation is advised of any such action, suit or other proceeding (and of all liabilities, costs, charges and expenses in connection therewith), forthwith after the director or officer receives notice thereof or otherwise becomes aware of same; and
 - (iii) the Corporation is given the right to join in the defense of any such action, suit or proceeding.

Subject to the limitations contained in the Act, the Corporation shall purchase and maintain such insurance for the benefit of the directors and officers as the board may from time to time determine.

6.15 Standard of Care:

Every director and officer shall exercise the powers and discharge the duties of his or her office honestly and in good faith, and shall exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

6.16 Consent of Director at Meeting:

A director who is present at a meeting of directors, or committee of directors, is deemed to have consented to any resolution passed at such meeting or to any action taken thereat, unless such director.

- (a) requests that his or her dissent is entered in the minutes of the meeting; or
- (b) delivers a written dissent to the secretary of the meeting before the meeting is terminated.

A director who votes for (or consents to) a resolution is not entitled to dissent under or pursuant to the foregoing provisions hereof.

6.17 Deemed Consent of a Director.

A director who was not present at a meeting at which a resolution was passed or any action taken is deemed to have consented thereto unless within seven (7) days after becoming aware of the resolution, the director:

- (a) causes his or her dissent to be entered into (or annexed to) the minutes of the meeting; or
- (b) delivers a written dissent to the Corporation, personally or by registered mall.

ARTICLE VII - OFFICERS

7.1 <u>Efected President:</u>

At the first meeting of the board, after each election of directors and whenever a vacancy in the office occurs, the board shall elect from among its members a President. Until such elections, the tinen incumbent (if a member of the board) shall hold office.

7.2 Other Elections and Appointments:

The board shall appoint or elect a secretary, a treasurer and such other officers as the board may determine, including one or more assistants to any such officers. The officers so elected may, but need not be, members of the board. One person may hold more than one office.

7.3 Term of Office:

The board may by resolution remove at its pleasure any officer of the Corporation.

7.4 President

The President, shall, when present unless he/she has delegated the responsibility, 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. Except when the Board has appointed a General Manager or Managing Director, the President shall also have the powers and be charged with the duties of that office.

7.5 Vice-President:

During the absence of the President his/her duties may be performed and his/her powers may be exercised by the Vice-President, or if there are more than one, by the Vice Presidents, in order of seniority as determined by the board. 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 terms of employment and remuneration of the General Manager appointed by the board shall be settled from time to time by the board.

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 other entitled thereto; he/she shall attend all meetings of the directors and owners and shall enter or cause to be entered in records kept for that purpose minutes of all proceedings at such meetings; he/she shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation, and he/she 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 disbursement of funds of the Corporation; he or she shall render to the board whenever required of him or her an account of all his/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 he prescribed by the board. The offices of Secretary and Treasurer may be combined.

7.9 Other Officers:

The duties of all other officers of the Corporation shall be as set out in the terms of their employment or as the board further declares. 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 Attomeys:

The board shall have 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 Committees

In order to assist the board in managing the affairs of the Corporation, the board may from time to time establish or constitute such advisor committees to advise and make recommendations to the board in connection with any activities undertaken (or under consideration) by the board, including those related to management, budgets, rules and/or any other matters related to the common elements or any facilities, services or amenities (or any portion thereof). The members of such committees shall be appointed by the board to hold office, and may be removed at any time by resolution of the board.

ARTICLE VIII - BANKING ARRANGEMENTS AND CONTRACTS

8.1 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 or appoint 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 bank to do any act or thing on the Corporation's behalf to facilitate such banking business.

8.2 Execution of Instruments:

Subject to the provisions of the Act, and subject to the provisions of any other by-law(s) of the Corporation specifically designating the person or persons authorized to execute any type or class of documents on behalf of the Corporation, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by any two directors of the Corporation. Any contract or obligation 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. The manager of the Corporation, any two members of the board, or the Corporation's solicitor, may execute a certificate of lien or discharge thereof. Subject to the provisions of the Act and the Declaration, but notwithstanding any provisions to the contrary contained herein or in any other by-laws of the Corporation, the board may at any time (and from time to time) by resolution direct the manner in which, and the person or beligation, or any class of deeds, transfer, assignments, contracts, cheques or obligations of the Corporation mayor shall be signed.

8.3 No Seal

Despite anything contained in this by-law to the contrary, any document or instrument that would otherwise require a seal need not be executed under the seal of the Corporation, provided that same has been duly executed by the person or persons expressly authorized and empowered to execute same on behalf of the Corporation, nor shall any such document or instrument be duly witnessed, in order to be valid, effective and binding upon the Corporation, provided that the name of the signatory, his or her office in the Corporation, and the phrase "I/We have the authority to bind the Corporation" are clearly set out below the signature(s) of the person(s) expressly authorized and empowered to execute same on behalf of the Corporation, and any such duly executed document or instrument shall have the same validly and binding effect on the Corporation (for all purposes) as if same had been duly executed under the seal of the Corporation.

8.4 Status Certificates

Status certificates may be signed by any officer or director of the Corporation; provided that the board may by resolution direct the manner in which, and the person(s) by whom, such certificates may or shall be signed from time to time.

ARTICLE IX - FINANCIAL YEAR END

9.01 Financial Year End

The financial year end of the Corporation shall end on the last day of the month immediately preceding the month in which the declaration and description creating the Corporation were registered, or on such other day as the board may determine by resolution.

ARTICLE X - NOTICE

10.01 Method Of Giving Notice By The Corporation. Subject to The Act, 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 him at such address or if sent by means of wire or wireless or any other form or transmitted or recorded communication, to such address. Any notice, communication or other document to be given by the corporation to any other person entitled to notice and who is not An Owner shall be given or delivered to such person in the manner aforesaid to the address shown for him on the register. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box, 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 when delivered to the appropriate communication company or agency or its representative for dispatch.

10.02 <u>Notice To The Board Or Corporation</u>. Any notice, communication or other document to be given to the board or corporation shall be sufficiently given if personally served on a director of the Corporation or 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 when personally served as aforesaid or when deposited in a post office or public letter box.

10.03 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.

ARTICLE ELEVEN - ASSESSMENT AND COLLECTION OF COMMON EXPENSES

- 11.01 <u>Duties Of The Board</u>. 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 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 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.
- 11.02 Owner's 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 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.
- 11.03 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.

11.04 Default In Payment Of Assessment.

- (a) Arrears of payments required to be made under the provisions of this Article Eleven shall bear interest at the rate of twelve percent (12%) per annum and shall be compounded monthly until paid;
- (b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of an assessment levied against him, for a period of fifteen (15) days, the board may bring legal action or collection proceedings for and on behalf of the corporation to enforce collection thereof and there shall be added to any amount found due all reasonable costs, charges and expenses incurred in connection with the collection or attempted collection of the unpaid amount including costs as between a solicitor and his own client.
- (c) The board when giving notice of default in payment of common expenses or any other default to the owner of the common interest (parcel of tied land), shall concurrently send a copy of such notice to each mortgagee of such common interest (parcel of tied land) who has requested that such notices be sent to him / her.

ARTICLE XII - LIABILITY FOR COSTS

The owner of a common interest (parcel of tied land) is responsible for any cost incurred to repair:

- (a) damage to the common elements or other common interest (parcel of tied land) that may have been caused by either the Owner's use or his / her residents or their visitors' use of same; and
- (b) damage to the common elements that has been caused by the deliberate or negligent conduct of any owner, resident or their invited guests.

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 himself or 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.

12.2 Additional Rights of Corporation:

The violation of any provisions of the Act, the Declaration, the By-laws, and/or 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 parcel of tied land 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.

12.3 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 an owner or tenant or any other person residing in the owner's parcel of tied land with the permission or knowledge of the owner, by or through any act or omission causes damage to any portion of the common elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such owner's common interest (parcel of tied land), 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 or 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.

ARTICLE XIII - MISCELLANEOUS

13.01 <u>invalidity</u>. 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.

13.02 <u>Gender</u>. 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.

13.03 <u>Waiver</u>. 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.

13.04 <u>Headings</u>. 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 Common Elements Condominium Corporation NO. 952 hereby enacts the foregoing by-law.

DATED at the City of Ottawa, this 25th day of September 2014.

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 952

Guy Whissel Presider

Richard Martineau - Secretary

We have authority to bind the Corporation.

The undersigned, being all of the directors of Ottawa-Carleton Common Elements Condominium Corporation NO. 952 hereby sign the foregoing by-law No. 1 of the by-laws of the said Corporation.

DATED the 25th day of September 2014.

Richard Martineau

Jeel Dumont

The undersigned, being the sole member of the Corporation, owning 100% of the fied parcels, hereby confirms, pursuant to the provisions of The Condominium Act, S.O. 1998, Chapter C.19, the foregoing by-law as By-law No. 1 of the said Corporation.

DATED the 25th day of September 2014.

1180686 ONTARIO INC.

Guy Whissel - President

I have authority to bind the Corporation.

SCHEDULE "A"

RULES AND REGULATIONS

OTTAWA-CARLETON COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 952

The following rules and regulations shall be observed by the owners and the term "owner" shall include the owner or any other person occupying a tied parcel or present on the common elements with the owner's approval:

- 1. The sanifary and storm sewers and other water apparatus shall be used only for the purposes for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose family, guests, visitors, servants, clerks or agents shall cause it.
- 2. No sign, advertisement or notice shall be inscribed, painted, or affixed or placed on any part of the common elements whatsoever without the prior written consent of the board.
- 3. The Owner shall not place, leave or permit to be placed or left in or upon the common elements any debris, refuse or garbage.
- 4. No animal, livestock, or fowl other than a pet shall be permitted on the property and no pet that is deemed by the Board or manager to be a danger or a nuisance shall be permitted on any part of the property. Before taking action to deem a pet to be a danger or a nuisance, the Board or manager shall provide the owner or custodian of the pet with a reasonable opportunity, to be prescribed by the Board or manager in its sole discretion, to correct the matters complained of. If, following such reasonable opportunity, the Board or manager has deemed a pet to be a danger or a nuisance, the owner or custodian of the pet shall forthwith refrain and shall continue to refrain from bringing the pet onto the property. No pet shall be permitted by its owner or custodian to run at large on the property at any time. The owner or custodian of any pet shall immediately remove and dispose of, outside of the property, any faecal material left by such pet on any part of the property.
- 5. Except in a designated parking space, no motor vehicle shall be parked on any part of the property. Except for motor vehicles, no articles or possessions, including boats and bicycles, shall be stored in or about a parking space. Without the permission of the Board, no washing of motor vehicles shall take place on any part of the common elements or the parking spaces.
- 6. Without the consent of the board, no repairs or servicing work shall be made or carried out on a motor vehicle on any part of the common elements including the parking spaces, unless such repair or service is of an emergency nature for the purpose of making the vehicle sufficiently operational to allow it to be removed to a proper repair facility.
- No one shall harm, mutilate, destroy, after or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds.
- 8. Any loss, cost or damages incurred by the corporation by reason of a breach of any rules and regulations in force from time to time by any owner, his family, guests, servants, agents or occupants shall be borne by such owner and may be recovered by the corporation against such owner in the same manner as common expenses.

Form 11 Condominium Act, 1998

CERTIFICATE IN RESPECT OF A BY-LAW (under subsection 56 (9) of the Condominium Act, 1998)

Ottawa-Carleton Standard Condominium Corporation NO. 952 (known as the "Corporation") certifies that:

- 1. The copy of By-law Number 2, 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 25th day of September, 2014

Offawa-Carleton Standard Condominium Corporation NO. 952

Guy Whissel - Pres

Richard Martineau - Sebretary

We have authority to bind the Corporation

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AMENDMENT TO DECLARATION OR DESCRIPTION (UNDER SECTION 107 OF THE CONDOMINIUM ACT, 1998)

Condominium Act, 1998

AMENDMENT TO DECLARATION

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 952, amends, as set out on the attached Schedule:

Its description identified as Ottawa-Carleton Standard Condominium Plan No. 797

We certify that the amendment to the declaration / description that is set out in the attached Schedule complies with the requirements of Section 107 of the Condominium Act, 1998.

Dated this 8th day of October, 2014.

Ottawa Carleton Standard Condominium Corporation No. 952

(signature)

Cuy Whissell - President

Cuy Whissell - President

(signature)

Richard Martineau - Secretary

We have authority to bind the Corporation.

AMENDMENT TO DECLARATION

The Declaration of Ottawa-Carleton Standard Condominium Corporation No. 952 is amended as follows:

- 1. By deleting from Schedule E thereof the following:
 - "(b) The cost of water consumed by the Units."

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AMENDMENT TO DECLARATION AND DESCRIPTION TO CREATE A PHASE (subsection 146 (3) of the Condominium Act, 1998) Condominium Act, 1998 AMENDMENT TO DECLARATION

We state that:

Ţ.	The board has been elected at a meeting of owners held on November 19, 2014 at a time when 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 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. 952 registered as Instrument No. OC1621875 on the 23rd day of September, 2014, (known as the ADeclaration®) is amended as follows:

Ĺ	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.
	(If applicable add the following:
5	Schedule F is amended to include the material identified as Amendments to Schedule F attached.
6,	Schedule G is amended to include the material identified as Amendments to Schedule G attached:

7. Schedule K attached is added to the Declaration

AMENDMENT TO DESCRIPTION

The description Identified as Ottawa-Carleton Standard Condominium Plan No. 952 is amended as follows:

 Part I of the description is amended to include the following prepared by V. Andrew Shelp, O.L.S. and dated April 1, 2015.

One sheet of a perimeter plan of survey, designated as sheet 2 of 4, and

One sheet designating the units for the land included in the phase, designated sheet 4 of 4.

- Part II of the description is amended to include one sheet designated as sheet 2 of an exclusive use portions survey for the land included in the phase, prepared by V. Andrew Shelp, O.L.S. and dated April 1, 2015.
- Part 5 is added consisting of architectural plans of the buildings on the land included in the phase prepared by GRC Architects Inc. and dated March 5, 2015.

Dated this 14th day of April, 2015.

Declarant:

1180686 ONTARIO INC.

I have authority to bind the Corporation.

SCHEDULE "A"

OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 952

FIRSTLY:

Part of Lot 1, Concession 10, Cumberland, designated as Parts 1, 3, 4, 6, 7 and 8 on Plan 4R-27963, Ottawa:

Subject to an easement in gross as in OC1487711.

Subject to an easement in gross as in OC1538798.

Subject to an easement as in OC1572247.

Subject to an easement as in. OC1579610.

Hereinafter referred to as the "Condominium Lands".

SECONDLY:

PIN 14525-8116

Part of Lot 1, Concession 10, Cumberland, being Part 2 on Plan 4R-27963, Ottawa; Subject to an easement in gross as in OC1487711.
Subject to an easement in gross as in OC1538798.
Subject to an easement as in OC1572247.
Subject to an easement as in. OC1579610:

PIN 14525-8117

Part of Lot 1, Concession 10, Cumberland, being Part 5 on Plan 4R-27963, Ottawa; Subject to an easement in gross as in OC1487711.
Subject to an easement in gross as in OC1538798.
Subject to an easement as in OC1572247.
Subject to an easement as in. OC1579610.

Hereinafter referred to as the "Phase 1 Lands".

In my opinion, based on the parcal register and the plans and documents recorded therein, the legal description set out above in FIRSTLY, SECONDLY is correct, the easements described in SECONDLY will exist in law upon the 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.

In my opinion, based on the parcel register and the plans and documents recorded therein, the following described easements will merge and no longer exist in law upon the registration of the amendment to the declaration:

Subject to an easement over Part 4 on Plan 4R-27963 in favour of Part of Lot 1, Concession 10, Cumbedand, Parts 2 and 5 on Plan 4R-27963 as in OC1621875;

Subject to an easement over Part 4 on Plan 4R-27963 in favour of Part of Lot 1, Concession 10, Cumberland, Parts 2 and 5 on Plan 4R-27963 as in OC1621875;

SUBJECT TO an easement over Parts 3 and 8 on Plan 4R-27963 in favour of . Part of Lot 1, Concession 10, Cumberland, Parts 2 and 5 on Plan 4R-27963 as in OC1621875;

Dated at Qitawa, this 17th day of April, 2015.

Daniella Sicoli-Zupo

AMENDMENT TO SCHEDULE "B" CONSENT AND POSTPONEMENT

(AMENDMENT TO SCHEDULE B TO DECLARATION OF A PHASED CONDOMINIUM CORPORATION TO CREATE A PHASE)

(UNDER CLAUSE 59 12) (F) OF ONTARIO REQUIATION 48/0 FAND CLAUSE 146 (4) (A) OF THE CONDOMINIUM ACT, 1998)

Condominium Act, 1998

- I (We) CAISSE POPULAIRE TRILLIUM INC., have a registered mortgage within the meaning of clause 148 (4) (a) of the Condominium Act, 1998, registered as Number OC1472208 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4).
- 2. The declaration was registered as instrument No. OC1821875 on the 23rd day of September, 2014,
- 3. I (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.
- I (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. I am (We are) entitled by law to grant this consent and postponement.

Dated this ________ day of __Apail______, 2015

CAISSE PORULAIRE TRILLIUM INC.

per: ____ Name: Title:

Per: Vanne: Oktobernik CMA M Title: Senior Managar

We have authority to bind the Corporation

AMENDMENT 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 and illustrated on Part 1 Sheet 4 of the description, namely:

The Residential Units (Units 9 to 12 Inclusive, Levels 1 and 2)

1. The Horizontal Boundaries of the Units are:

- The upper unfinished surface of drywall on the uppermost cellings;
- b) i) Upper unfinished surface of the concrete floor slab beneath the basement portion of the Units on Level 1;
 - Upper unfinished surface of the acoustical subfloor beneath the Units on Level 2;
- In the vicinity of transition from concrete to stud wall, the upper surface of the plywood subfloor forming such transition;
- d) In the vicinity of the stairs leading from the ground floor to the second floor:
 - i) The upper unfinished surface of drywall on the lower side of the stairs;
 - 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:

- The backside surface of the drywall on the exterior walls of the Unit and the extensions of the planes thereof;
- 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;
- In the vicinity of the structural steel and wood columns, all of which shall not form part of the Unit, the backside surface of drywail surrounding such columns.

SURVEYOR'S CERTIFICATE

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

DATED AT the City of Ottawa, this 1 that day of April , 2015

V. And Shelp

Ontario Land Surveyor

SCHEDULE "D" OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 952 PROPORTIONS OF COMMON INTERESTS AND EXPENSES

UNIT NO.,	LEVEL NO.	PERCENTAGE OF COMMON INTEREST APPURTENANT TO EACH UNIT	PERCENTAGE IN WHICH EACH UNIT IS LIABLE TO CONTRIBUTE TO COMMON EXPENSES
1	1	4.1476	4.1666
2	1	3.9763	4.1666
3	1	3,9763	4.1666
4	1	4.1476	4.1666
5	1	4.1476	4.1666
6	1	3,9763	4.1666
7	1	3.9763	4.1666
8	1	4.1476	4.1666
9	1	4.1476	4.1667
10	1	3.9763	4.1667
- 11	1	3:9763	4.1667
12	1,	4.1476	4.1867
1	2	4,3570	4.1687
2	2	4.1857	4.1667
3	2	4.1857	4,1667
4	2	4.3570	4,1667
6	2	4.3570	4.1667
6	2	4.1857	4.1667
7	2	4.1857	4.1667
8	2	4.3570	4.1667
9	2	4.3571	4.1667
10	2	4.1858	4.1667
11	2	4.1858	4.1667
12	2	4.3571	4.1667
TOTAL	-	100.0000	100.0000

AMENDMENTS TO SCHEDULE "F"

Ottawa-Carleton Standard Condominium Plan No. 952
Subject to the provisions of the Declaration, the By-laws and Rules and Regulations of the Corporation and the right of entry in favour of the Corporation thereto and thereon, for the purposes of facilitating any requisite maintenance and/or repair work, or to give access to the utility and service appurtenant thereto:

The owner(s) of each unit shall have exclusive use of any balcony to which such unit provides direct and sole

The owner(s) of each of Units 9 to 12 inclusive on Levels 1 and 2 shall have the exclusive use of one Parking Space, in accordance with the following Schedule:

UNIT	PARKING SPACE
Unit 9 Level 1	P24
Unit 10, Level 1	P22
Unit 11, Level 1	P20
Unit 12, Level 1	P18
Unit 9, Level 2	P23
Unit 10, Level 2	P21
Unit 11, Level 2	P19
Unit 12, Level 2	P17

1

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A Mendment to SCHEDULETO

Condominium Act, 1998

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

Condominium Act, 1998

	The Auto-Auto-Auto-Auto-Auto-Auto-Auto-Auto-
	ita dul whichayar la nal egolicablo:
1,822	TO A SECOND CONTRACTOR
Fac	ne uses of an emissionism to the decisionism creating a phaze. 19/14/10 on the limit lacknown in the primal II-
asri	been constructed in accordance with the regulations made under the Condombulum Act, 1998 with respect to the following matters
(Ch	NOW MAINTAINED BY BOTTON BY THE PROPERTY OF TH
1.	The exterior building envelope, inthidung cooling assembly, attantor was cladding, doors and windows, caviding and sessions, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2	Except on otherwise specified in the regulations stoor assembles are constructed to the sub-floor.
3.	Except at otherwise spatified in the regulations, we's and ceilings of the common elements, excitoring whether shredural walls and columns in a unit, are completed to the dryself (including leping and sending), plaster of other final covering.
4,	All protespround garages have walls and floor essembles in place;
OR	
	:
5.	An elevating devices as defined as the Elevating Devices Act are licensed under that Act If it requires a Rosman, except for severaling devices contained wholly in a unit and designed for use only within the unit.
OR	_
_	There are no elevelying dentes as distinct in the Elevating Devices Act, except for elevating devices contained wholly in a unit and devices of the contained wholly in a unit
5.	MAI translations with resource to the provincer of water and savege services are in place.
7.	All Enstallations with respect to the provision of heat and ventilation are implace and heat and ventilation can be provided.
8.	All installations with respect to the provision of six conditioning are in place.
OA	
	There are no systellations with respect to the provision of sir conditioning.
9	C All investations with respect to the provision of electricity are in place
10.	All indeed and author sydmming pools are roughed in to the extent that they are mady to receive finishes, equipment and accessifies.
OR	_
	. There are no indoor and exideor swemming pools.
11,	Except as otherwise specified in the regulations, the boundaries of the units are completed to the disynall (not including taping and sanding), plaster or other final covering, and permeter doors are in place.
Dates	s this 26 day of March 2015 A
	A
le/gra	
	Frank.
	a out with Edinates in cost appeticable:
Archit Profes	ect asional Enginedt)

2 Amendment to schedule is

Condominium Act, 1998

CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE & TO DECLARATION FOR A STANDARO OR LEASEI IOLD
CONDOMINIUM CORPORATION)
(LINDER CLAUSES & (8) (A) OR (8) OF DOTARIO REGULATION 48/01
OR CLAUSE & (1) (E) OR (F) OF THE CONDOMINIUM ACT, 1999)

Conforminium Act. 1998

I certify that, Fren Erichel to the property.

(in the case of an amandment to the declaration crepting a place

has been an shooted in accordance with the regulations made under the Condomitium Act, 1998, with respect to the following matters, (Check which ever boxsa are applicable)

A whenever boxes are applicable)

Whe extends building emetable, including rooting essentibly exterior wall cladding, doors and wholess, cauting and scalarity to extend the extended of the control of t

1 an and any one of parties and the same of the same o

Trene are no underground genegas.

a beautiful and the second sec

There are no a availing devices as defined in the Boveling Devices Act, except for ellowarding devices contained whosly in a unit and designed for use only within the unit.

All installations with respect to the provision of heat and ventilation are in piace and heat and ventilation can be provided

All installations with respect to the provision of air conditioning are in place

Pall installations with respect to the provision of electricity are in place

There are no redoor and outdoor awitrening pools

Les note and no entrole eard propose awarening pools

11 Décompt as observées specified in the regulations. The boundaries of the units are completed to the drywell (not including Lapung and permeter doors so life pieces:

And a substitution of the first company and permeter doors so life pieces:

Dama the 30 day on Morch 2015

JOHN COOK, gre architects.

(Stake out whichever is not applicable

Architect Freshment Freshment

Note: For Building Glock-2 only. (Permit No. 1403875)

Phase 1

SCHEDULE "K"

The Approving Authority, being the City of Ottawa, approved the amendments to Part 1 and exempted Parts 2, 3, 4 and 5 of the description with no conditions.

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 952

BY-LAW NO. 2

WHEREAS the Condominium Act, 1998 requires that the determination of what constitutes an "improvement" to a condominium unit shall be determined by reference to a standard unit description/definition;

WHEREAS the condominium corporation's insurance obligation excludes improvements made to a unit, the following articles will describe/define the standards which constitute a standard unit as it pertains to the Ottawa-Carleton Standard Condominium Corporation No. 952;

WHEREAS any component of a unit over and above the described/defined standard unit is considered to be an "improvement to the unit with each unit owner being responsible to insure the improvements to his/her unit;

NOW THEREFORE BE IT ENACTED as a By-Law No. 2 being a By-Law to define standard units of Ottawa Carleton-Standard Condominium Corporation NO. 952 (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

- (1) The purpose of this By-law is to define the standard units in this condominium, in accordance with the requirements of the Act.
- (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 "Bullder's Standard" construction. In the case of any dispute as to what constitutes "Builder's Standard", a comparison shall be made to the quality of the particular feature being offered by builders of comparable construction at the time of the damage. If there is a disagreement as to what constitutes a "Builder's Standard", the issue shall be exclusively and conclusively determined by the insurance adjuster(s) retained by and acting on behalf of the Corporation's insurer and the decision shall be binding on the Corporation and all of its owners and mortgagees.
- (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) The standard unit is defined and described in the drawings of the Condominium Description filed with the Registry Office and the specifications contained in Schedule A attached hereto.

ARTICLE III

MISCELLANEOUS

- (1) <u>Invalidity</u>: 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 hereof.
- (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) <u>Headings</u>: 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 part thereof may be varied, altered or repealed by a By-Law passed in accordance with the provisions of the Act, and the declaration.

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 25 day of September, 2014.

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 952

PASSED by the directors and sealed with the Corporation Seal this 25th day of September, 2014.

Joel Dumont

Richard Martineau

CONFIRMED BY owners owning a majority of the units of the Corporation at a meeting duly called for that purpose on the 25th day of September, 2014.

1189686 ONTARIO INC.

Guy Whissel - President
I have authority to bind the Corporation.

FOUNDATION

- · Right inch poured concrete foundation walls
- Three inch poured concrete basement floor
- Drainage membrane on exterior foundation
- Drainage tile at perimeter

FRAMING

- Exterior walls 2"x6" wood studs at 16" centred with 7/16" aspenite sheathing
- Interior walls 2"x4"/2"x6" at 16"/24" centred as per plan.
- 1/2" & 5/8" drywall as per plans
- Pre-engineered floor joist system.
- 3/4" tongue and groove sub-floor, glued and screwed
- Roofing 7/16" sheathing complete with metal H-clips
- Basement walls 2"x4" at 24" on center full height framing
- Moisture barrier house wrap (Typar/tyvek)

INSULATION

- · Basement walls: 15 lb. building paper, R20 Insulation, 6 mil poly
- Exterior walls: R24 Insulation, 6 mil poly
- Basement Floors: R-10 rigid under slab insulation
- Attic: R-50 Blown insulation

WINDOWS

- Fully caulked, P.V.C. casements throughout except basement sliders
- Weather sealed sliding basement windows
- All windows rated Low-E Argon

EXTERIOR FEATURES

- Quality clay brick as per elevation plan
- Maintenance free soffits and fascias
- Self-scaling 30 year fiberglass shingles
- Maintenance free vinyl siding (as per plan)

- Exterior PVC rear decking c/w prefinished aluminum railings as per plan.
- Exterior light fixture as per plan

DOORS AND TRIM

- Insulated non-warp exterior steel embossed door with peep hole
- · Thermo seal vinyl garden door as per plan
- Embossed interior doors
- 4 1/2 " modern baseboard complete with 2 1/2 " door casing
- Solid panel sliding closet doors

HARDWARE

- Satin nickel metal grip set at front entrance
- Dead bolt at front entry door
- Interior door hardware satin nickel

CABINETS AND VANITIES

- Cabinetry in choice of styles & colours from builders samples
- Medicine cabinet in main bath
- Laminated countertops with ceramic back splash

FLOOR COVERINGS

- 100 % Polyester carpeting in living room, diving room, hallway, stairs and bedrooms as per plan colours to be selected from builders samples
- 10mm. Chipfoam underpad
- Resilient flooring in entry, kitchen and bathrooms as per plan colour to be selected from builders

ELECTRICAL

- Copper wiring throughout
- 100 amp electrical breaker panel
- Heavy duty cable outlets for stove and dryer
- Smoke/carbon monoxide detector at each level

- · All light fixtures included as per plan
- Capped ceiling outlet and switch for dining room
- Door chime
- One weatherproof exterior outlets on rear balcony
- Over the range hood fan over stove ducted to exterior
- Pre-wire for 3 telephone and 3 cable locations
- Decora light switches and outlets
- Make-up bar lighting in all bathrooms

INTERIOR FEATURES

- Smooth ceilings in all rooms
- All interior walls to be painted builders off white
- Kitchen, bathrooms, laundry, trim and doors to be painted semi-gloss finish
- Oak handrails and spindles
- Ceramic tile tub surround as per plan
- Ceramic tile backsplash in kitchen

MECHANICAL AND ACCESSORIES

- Natural Gas forced air furnace 95% AFUE
- Main supply and return zir plenums sealed
- High efficiency hot water tank (rental)
- Air conditioner provided for each unit
- Polyethylene plumbing & piping
- Day/Night programmable thermostat
- Dishwasher rough-in for future connection
- Single lever faucets on all basins, tubs & showers
- 1.5 stainless steel drop in kitchen sink
- China lavatory in bathrooms
- Single lever fancet with vegetable spray in kitchen
- Low flow flush toilets

- Ceramic towel bars and paper holders
- All taps valved for emergency shut-off
- Exhaust fans at all bathrooms
- Pressure balance shower controls
- 4 inch ducted dryer and 6° ducted stove exhaust
- Location of service entry in basement may vary from plan.