



Woodlands Phase II Handbook

Dear neighbours,

Welcome to Woodlands Phase II on Gladeview Private! We are so lucky to have our own little oasis in the middle of the city, surrounded by beautiful green space, yet close to so many amenities.

Woodlands Phase II affords all residents and guests a warm, charming and friendly environment. The present style and personality of our community provides a harmonious living environment and all residents share in the responsibility of maintaining it as such. To assist with this, the Committee has put together this Handbook. Its purpose is to inform all residents of co-tenancy rules, regulations and recommendations aimed at encouraging acceptable and consistent conduct within our community.

As written, the Handbook has been adopted by your Committee and applies to all residents and guests of Woodlands Phase II. We ask that you read this document carefully and understand its content fully. Keep this Handbook handy for quick and easy reference and if you have tenants, please provide them with a copy.

We appreciate your suggestions and recommendations at any time. We are your neighbours and value your input and involvement. Please take part by attending the Annual General Meeting each December and consider taking your turn on the Committee.

Let's all strive to maintain our homes and to conduct our day-to-day activities in a manner conducive to inspiring others to respect the style of living we all share and enjoy. Let's make our community a safe and enjoyable place for everyone.

The Committee
Woodlands Phase II Co-tenancy

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DEFINITIONS

The following definitions are meant to assist in understanding the terms used in the *Woodlands Phase II Handbook*. Legal definitions are contained in the *Joint Use and Common Elements Maintenance Agreement*.

Co-tenancy: The organization that is formed by the incorporation of the units in a specific residential development.

Woodlands Phase II Co-tenancy: There are 48 units in Woodlands Phase II Co-tenancy (units 102 to 159 Gladeview Private). The Co-tenancy consists of 11 buildings, 10 visitor parking spots and a number of common elements surrounded by plenty of trees and green space. The property is run by the Co-tenancy Committee and managed by a property management company.

Common elements: The shared property for which all owners contribute in equal shares to its repair, replacement and maintenance. Such elements include the private road, parkettes, a chain-linked fence, privacy fences, catch basins, storm sewers, services and utilities located under the private road, fire hydrants, etc. The complete list of common elements of Woodlands Phase II Co-tenancy is found in section 2.2 of the *Joint Use and Common Elements Maintenance Agreement*.

Private Road: Road owned and maintained by the unit owners of the Co-tenancy rather than by the municipal government.

DOCUMENTS

Joint Use and Common Elements Maintenance Agreement (Agreement)

The Agreement is the legal document that governs the Co-tenancy. It was originally prepared by the developer and includes such issues as the legal description of co-tenancy interests, the use of common elements, distribution of shared expenses, and responsibilities of the Co-tenancy.

The Agreement is a statement describing both the Co-tenancy's and the owner's share of responsibility, and generally prescribes the way that the Co-tenancy is to be managed.

Each owner should receive a copy of the Agreement as part of the purchase documentation from their lawyer at time of purchase. An electronic copy can also be obtained from the property management company.

Woodlands Phase II Handbook (Handbook)

The Handbook is a document developed by the Co-tenancy Committee (Committee) based on rules found in the Agreement and on committee recommendations for maintaining acceptable and consistent conduct within the community as well as on city bylaws as the Co-tenancy is subject to all bylaws established by the City of Ottawa.

The Committee makes rules governing the use of the common elements for safety and security for the purpose of preventing injury while using the common elements and preventing unreasonable interference regarding the use and enjoyment of the common elements. These rules must be reasonable and consistent with the Agreement. They come into force 30 days after a notice has been given to owners, unless the Committee receives a written petition to reconsider the rules, signed by Woodlands Phase II owners, who together own at least 30 percent of the units (i.e. 16 units). Once reconsidered, the decision of the Committee is final. The Handbook is to be observed by all Woodlands Phase II residents (owners, tenants, or any other person occupying a unit).

ORGANIZATIONAL STRUCTURE

The Co-tenancy Committee (Committee)

The Committee consists of three members in the following offices: President, Secretary, and Treasurer. The owners elect the members at the Annual General Meeting (AGM) which is usually held in early December and the Committee members determine the allocation of offices. The term required of each Committee member is three years. Terms are staggered so that there is always at least one experienced member on the Committee. If a vacancy occurs on the Committee between AGMs, the Committee may appoint new members. Any such member holds office until the next AGM. Committee positions are volunteer and therefore not remunerated.

The Committee's mandate is to act on behalf of the owners in making decisions required for the good operation of the Co-tenancy. It is obligated to make rules to promote safety and security for the purpose of preventing injury while using the common elements and preventing unreasonable interference regarding the use and enjoyment of the common elements. Generally, this means directing the property management company and overseeing the results. Decisions of the Committee are made keeping in mind the best interest of all owners.

The Committee meets regularly at which time co-tenancy issues are tabled. The Property Manager carries out the recommendations and decisions arising from these meetings.

Property Management

Our Co-tenancy is managed by a property management company. Under the direction of the Committee, the Property Manager assumes responsibility for ensuring that all tasks necessary for day-to-day operations are carried out in an effective manner. The Property Manager also assesses requirements and submits this information to the Committee for decision. Some decisions require that the property management company submit tenders for more specialized tasks. The Property Manager periodically attends committee meetings to provide a status report on current issues and financial matters, to table new issues, to make recommendations, and take directions from the Committee on future actions.

Each spring, the Property Manager and the Committee conduct a detailed inspection of the common elements to identify repair and maintenance priorities for the upcoming year(s). Owners can provide input for the spring inspection by emailing the Property Manager.

David Duncan, Deerpark Management Ltd
52-5450 Canotek Road, Ottawa, ON K1J 9G3
Email: info@deerpark.ca
Phone: 613-745-2389 Fax: 613-745-2400

After regular business hours in **case of emergency only**: 613-239-4140

Business Hours

Monday–Thursday: 8:30 am–4:30 pm
Friday: 8:30 am–2:00 pm

Reporting Incidents

Any damage of or interference with common property should be reported immediately to David Duncan, Property Manager, during regular business hours. If there is an urgent issue requiring attention after hours, follow the voice mail instructions.

Concerns and Complaints

Concerns and complaints regarding common elements and authorization requests related to grade/landscaping alterations and the building of structure(s) adjacent to common elements (e.g. building of fences, decks and/or sheds) should be made in writing to the property management company. All written correspondence will be tabled and addressed by the Committee and a decision will be communicated to the owner. Tenants should present their concerns to unit owners. **Committee members should not be contacted directly.**

Annual General Meeting (AGM)

Unit owners of Woodlands II meet once a year for an AGM, usually in early December. At least 16 owners must be present in person (or represented by proxy) in order for the meeting to be officially constituted. The Property Manager, auditor (or auditor representative) and other guests may be present at the invitation of the Committee.

Owners receive an information package two to three weeks before the meeting containing details regarding the date, time and place of the meeting, the agenda, the audited financial statements of the previous fiscal year and the draft minutes of the previous AGM.

The first order of business is to adopt the minutes of the previous AGM and elect new committee members to vacant positions. This is followed by a presentation of the audited financial report, a summary of accomplishments, planned activities and a question period.

Co-tenancy Fee Structure

Monthly co-tenancy fees are set annually by the Committee. Co-tenancy fees cover the costs of the following, but are not restricted to:

- common area maintenance and improvements
- snow removal (common areas)
- lawn care & landscaping (common areas)
- insurance
- financial audit
- property management
- parking control
- reserve fund

The monthly co-tenancy fee is determined in the following manner:

The Property Manager prepares an annual budget containing an estimate of ongoing and projected expenses and special projects for the coming year. This budget also includes an allocation to the reserve fund (RF) which is designed to cover larger, expected common element replacements or repairs (e.g. asphalt replacement). The amount of money required in the RF is based on a RF study carried out periodically by a professional engineer. The co-tenancy fee is calculated by dividing the annual budget by the number of units in the Co-tenancy (Contributions are in equal shares per unit.).

From time to time, the Co-tenancy may be faced with unexpected expenses that were not anticipated in the budget/RF. In such cases, it may be necessary to levy a

special assessment fee on all owners to cover the unexpected expense. **Such action would only be taken in the absence of any reasonable alternative.**

Co-tenancy fees are payable on the first day of each month, either by owner or tenant. This is made possible by completing the "Enrollment Authorization Form" (Annex A). Owners whose co-tenancy fees are in arrears for 90 days will have a lien placed upon their property.

Insurance

The Co-tenancy has insurance to cover all common elements. Individual owners are required to insure their own units and personal belongings.

If a unit is used by anyone in such a manner as to result in an increase in premium cost of the Co-tenancy's insurance policy, the unit owner will reimburse the Co-tenancy of the increase in premium costs.

RULES, REGULATIONS, RECOMMENDATIONS

Parking

Residential parking

Each unit has the exclusive use of its driveway. Any vehicle illegally parked in a resident's driveway may be towed away at the request of the resident. In such a case, the resident should contact the Ottawa Police directly and request the offending vehicle be towed away.

The Ottawa Police can be reached at: 613-236-1222

Residents are to ensure that their vehicle(s) do not protrude onto the street to allow for thorough street cleaning, snow removal, and safe passage of vehicles. Failure to do so will result in being ticketed.

Designated visitor parking

Designated visitor parking is for visitors only, and may only be used for visitor passenger vehicles not exceeding the size of a one-half ton pick-up truck. Vehicles parked between 2 am and 7 am must be registered. Unregistered vehicles are subject to parking fines and/or being towed away at the owner's expense.

Visitor Vehicle Registration: Contact Carleton Parking at 613-720-5021 or online at www.carletonparking.com.

Exception: Under extenuating circumstances owners may use visitor parking temporarily (i.e. when one's driveway is being repaved).

Temporary on-street parking

Moving vans, delivery trucks and contractor equipment/trucks can be temporarily parked on the street as long as the drivers of such vehicles are in close proximity and can move these vehicles at a moment's notice. No overnight parking is permitted.

Illegal Parking

The following are illegally parked and run the risk of being ticketed and/or removed at the owner's expense:

- Any vehicle parked on the private road in Phase II
- Any vehicle belonging to a resident which is repeatedly parked in designated visitor parking

- Commercial vehicles used by unit occupants (e.g., step van, cube van, tractor trailer) and parked in visitor parking
- Any vehicle parked on a lawn, sidewalk, curb, or other common area such as moving vans and delivery trucks

To report illegal parking, contact Carleton Parking at 613-720-5021 or online at www.carletonparking.com .

Garbage Collection (Agreement, Schedule D / City of Ottawa)

Garbage collection is on Thursdays (or on Fridays post holidays). Information on what to put in the blue, black and green bins, as well as the collection schedule, is available on the City of Ottawa website, under "[garbage and recycling](http://www.ottawa.ca)" (www.ottawa.ca).

Put garbage, recycling, and organic waste at the curb **no earlier than 6:00 pm the evening prior to collection day**. Properly secure all products to prevent scattering by the wind and animals from making a mess. Place garbage bags/cans and recycling and organic waste bins as close as possible to the roadway, **but not on the roadway**.

We recommend that residents who are away on garbage collection day arrange for a neighbour to put out their garbage and recycling, then put away the bins. Alternatively, one can refrain from putting out any garbage/recycling.

Out of consideration for your neighbours, please store your bins away by the end of garbage collection day.

Garbage Storage (Property Maintenance By-law 2005-208)

All outdoor receptacles, including organic waste and recyclable containers, are to be stored in the garage, rear yard (or side yard if the space in the rear yard cannot accommodate the containers) and maintained in a clean, neat, and tidy condition. **No outdoor receptacle should be stored at the front of a unit (i.e. on the porch, lawn or in front of the garage).**

A City of Ottawa Bylaw Officer can be reached at 613-580-2400 to report any infractions.

Pets (Agreement / By-Law 2003-77)

As per Rule 5, Schedule D - Rules and Regulation of the Agreement, no animal, livestock or fowl, other than a pet, is permitted on shared property. No domestic pet that is deemed by the Committee, in its absolute discretion, to be a nuisance, shall be permitted on the shared property.

As per By-law 2003-77 – Animal Care and Control, each dog owner is to ensure their pet doesn't defoul or damage any of the common areas/elements or owners' properties. For example, dog owners should make every reasonable effort to prevent their dog from urinating on owners' front and back lawns and should immediately gather up their dog's droppings and dispose of them on their own premises.

As per By-law 2003-77 – Animal Care and Control, every dog owner must ensure that their dog is kept on a leash, muzzled (in the case of a vicious dog), and under the control of some person, when not on the premises of the dog owner's property.

Please remember that respect and consideration for your neighbours is essential to harmonious co-tenancy living.

To report a problem with dogs or cats, you may create a service request online to report lost animals, animal disturbances, excessive dog barking or dog bites, dogs running loose, stoop and scoop violations, etc., at www.ottawa.ca, under Animal Care and Control.

A City of Ottawa Bylaw Officer can also be reached at (613) 580-2400.

Noise (Noise By-law 2017-25)

We abide by City of Ottawa noise by-laws; therefore it is a violation to operate musical instruments, radios, TVs, stereos, and similar devices that disturb others between 11 pm and 7 am (9 am on Saturday; noon (12 pm) on Sunday and statutory holidays), as well as using power equipment such as lawn mowers, leaf blowers, and similar devices between 9 pm and 7 am (9 am on weekends and statutory holidays).

This Co-tenancy is a small area in which we all live very close to one another. Please respect each other's space and refrain from creating unnecessary noise, especially late in the evening.

A City of Ottawa bylaw officer can be reached at 613-580-2400.

Yards (Property Maintenance By-law 2005-208)

The appearance and cleanliness of yards are the responsibility of unit owners. Residents must ensure their front and back yards are clear of heavy undergrowth, long grass or weeds.

Please be considerate and remember that we each look at one another's yards.

A City of Ottawa bylaw officer can be reached at 613-580-2400.

Removal of dead trees, plants, branches (Property Maintenance By-law 2005-208)

Owners are to keep their yards free from any object or condition that may create a health or accident hazard. A tree or other plant, or limb or branch of it that is dead, diseased, decayed or damaged must be removed from the property or otherwise pruned as to prevent an unsafe condition or damage to any vehicle, structure, or building.

A City of Ottawa bylaw officer can be reached at (613) 580-2400.

Snow Removal

Residents are responsible for cleaning their own driveways. Snow removal from the common areas (roadway and visitor parking) will be arranged by the property management company, with excess snow removed by truck as required.

Please remove any vehicles parked in visitor parking after a snowfall occurs to enable our snow removal company to clear these areas as soon as possible.

Alteration to Grade/Landscaping (Agreement, 6.3, Schedule D)

As stated in the Agreement, section 6.3, an owner shall not alter, repair, demolish, remove or replace any of the shared property or alter the slope of the Lands, nor interfere with any drainage established on the Lands. Owners intending to change the slope or landscaping of their private property adjacent to a common element/property, must submit an "authorization request application form" (Annex C) to the property management company prior to making such alterations. Should an owner fail to do so, any cost incurred by the Co-tenancy for bringing back the shared property to its original state may be charged to the owner (Schedule D, Rule 4). All requests will be tabled and addressed by the Committee and a decision will be communicated to the owner.

Building structures adjacent to common elements (Agreement, Schedule D)

Owners intending to build a structure such as a fence, deck or shed, adjacent to a common element/property, must submit an "authorization request application form" (Annex C) to the property management company for the building of such a structure. This is to ensure that no new structure encroach on/interfere with common property. All requests will be tabled and addressed by the Committee and a decision will be communicated to the owner.

Signage

Realty signs are the only signs permitted on common property on Gladeview Private. Any other signage such as those of contractors and political candidates should be displayed on the owner's private property. An improper use of common property will result in signage being removed.

Storage (Agreement, Schedule D)

No common area shall be used for the storage of personal belongings such as boats, trailers, RVs, all-terrain vehicles, snowmobiles, machinery, equipment, toys, sporting gear, patio furniture, etc. (Schedule D, Rule 3). Residents who break this rule will be notified in writing and asked to remove any such item. Vehicles that are not removed by the owner will be removed at the owner's expense.

Speed Limit

Although no speed limit is posted in our community, visibility is extremely limited around tight corners on Gladeview Private and we have no sidewalk for pedestrian traffic. This is made worse in winter, when our road is made even narrower by piled up snow. We recommend that vehicles operate at a maximum speed of 20 km/hour in our community.

For everyone's safety, please drive slowly and carefully, watching for pedestrian traffic including children and pets, especially after dark.

Exterior Lighting

The only lighting on the street is from the light fixture by each unit's garage. Owners are to keep their light fixture functioning, and replace light bulbs when they burn out. The original light sensors are now obsolete. When they are no longer functioning, they can be replaced by new light-sensing light bulbs.

For improved visibility after dark and overall safety in the community, please keep your exterior light fixture properly functioning.

Renting/Leasing

It is the responsibility of owners to report the name(s) of their tenant(s) to the property management company. Both owners and new tenants are required to sign the "Statement of Undertaking" (Annex B), which is then to be filed with the property management company. Owners should ensure that both they and their tenants have a copy of the Statement.

Sale of Unit

Notice of Sale (Agreement, 7.1)

As stated in the Agreement, section 7.1, upon an owner entering into an agreement for the sale of their unit and co-tenancy interest, the owner shall immediately notify the property manager of such sale, including the name and address of the purchaser, and date set for completion of the sale. As well, prior to the completion of the sale, the owner must pay any outstanding monthly co-tenancy fees up to and including the date of completion of the sale.

Assumption Agreement (Agreement, 7.2)

As stated in the Agreement, section 7.2, it is the owner's responsibility to sign an assumption agreement in a form satisfactory to the Committee (see Annex D) whereby the purchaser assumes in writing all the obligations of the owner under the Agreement and to specifically acknowledge that such purchaser has received a hard copy of the Agreement.

Estoppel Certificate (Agreement, 7.3)

As stated in the Agreement, section 7.3, upon the request of a purchaser, the Property Manager will deliver to the purchaser an estoppel certificate for the then current fee.

The certificate provides the following information:

- the current co-tenancy fee;
- the payment schedule for co-tenancy fees;
- whether any fees are unpaid; and
- whether there is a lien on the unit.

Unpaid co-tenancy contributions carry with the unit, not the owner. If one purchases a unit with outstanding contributions, one will be responsible for paying these.

The estoppel certificate is also available to mortgagees (potential lenders) at the Co-tenancy's current fee.

ANNEX A: ENROLLMENT AUTHORIZATION FORM



52-5450 Canotek Rd
Ottawa Ontario
K1J 9G3

Phone: (613) 745-2389
Fax: (613) 745-2400
website: www.deerpark.ca

<p>Start DPS for the following account/s:</p> <p>_____ water</p> <p>_____ condo fees</p> <p>_____ parking</p> <p>_____ special assessment</p>

DIRECT PAYMENT SERVICE
ENROLLMENT AUTHORIZATION FORM

Please fill in and return this form to Deerpark Management at 52-5450 Canotek Road, Ottawa, Ontario K1J 9G3 with one of your personal cheques unsigned and marked VOID. The form and void cheque may also be emailed to bookkeeper@deerpark.ca

I/WE (Names)

Mailing Address: _____

City _____ Province _____ Postal Code _____

Residence Phone #

Business Phone #

Unit Address _____
(if different than mailing address)

Email address

I AUTHORIZE

Woodlands Phase II Co-tenancy

To debit my account: Please attach void cheque or bank authorization.

Your monthly condominium fee will be transferred on the first banking day of each month.

Each payment shall be treated the same as if I/we had personally issued a written direction authorizing the Co-tenancy to debit the amount specified to my/our account. The authorization is to remain in effect until cancelled in writing by me/us.

Date

Signature

Start Date

Signature

For joint accounts, all depositors must sign if more than one signature is required on cheques issued against the account.

ANNEX B: STATEMENT OF UNDERTAKING
(To be used when the unit is leased)



52-5450 Carleton Rd
Ottawa, Ontario
K1J 9G3

Phone: (613) 745-2389
Fax: (613) 745-2400
website: www.deerpark.ca

Assistant@deerpark.ca - in the case of address/tenant changes

In accordance with section 6.4 of the *Joint use and Common Elements Maintenance Agreement*, the Owner of a Unit must notify the Co-tenancy Committee that the Unit is leased and shall provide the Committee with the Lessee's name and address.

WOODLANDS PHASE II CO-TENANCY

STATEMENT OF UNDERTAKING (TO BE USED WHEN THE UNIT IS LEASED -- THIS FORM IS TO BE FORWARDED TO DEERPARK MANAGEMENT)

ADDRESS OF UNIT: _____

NAME OF OWNER: _____

MAILING ADDRESS OF OWNER: _____

PHONE NUMBER: WORK _____ CELL _____ HOME: _____

NAME OF TENANT: _____

PHONE NUMBER: WORK _____ CELL _____ HOME: _____

I undertake that I and any person using the Unit and the Shared Property will comply with the *Joint use and Common Elements Maintenance Agreement* affecting the ownership and use of the Unit and Shared Property, Section 6.4.

Signature of tenant

Date

ANNEX C: AUTHORIZATION REQUEST APPLICATION FORM

**(To be used prior to erecting a structure adjacent to common property/elements)
(To be used prior to making alterations to grade/landscaping adjacent to common
property/elements)**

Authorization Request Application Form

TO: CO-TENANCY COMMITTEE

FROM (Print clearly name of owner): _____

UNIT No. _____

DATE OF APPLICATION: _____

PHONE NUMBER: _____

TYPE OF MODIFICATION / ADDITION:

___ Landscaping

___ Structure (Fence / Deck / Shed)

___ Other, Specify: _____

DETAILS

Size: _____

Type of material _____

Location:

___ Front yard

___ Back yard

___ Other, Specify _____

Adjacent to which common element (be as specific as possible):

Permits obtained, specify: _____

Date work to commence: _____

Date of anticipated completion: _____

Authorization required by: _____

PLANS AND SPECIFICATIONS

(Plans and specifications must be included with this application)

Plans and specifications included:

Yes _____

No _____ (provide reason)

Signature of Unit Owner

Date

For use of the Co-tenancy Committee only

___ Approved

___ Not approved

___ Please submit further details

Committee Member Signature

Date

Committee Member Signature

Date

ANNEX D: ASSUMPTION AGREEMENT

**Woodlands II Co-Tenancy
Assumption Agreement**

the "Vendor"

Sale to:

the "Purchaser"

of

_____ Gladeview Private, Ottawa

Closing Date _____

Delivered to:

Woodlands II Co-Tenancy
c/o Deerpark Management Ltd
52-5450 Canotek Road
Ottawa, ON K1J 9G3
Phone: 613-745-2389
Fax: 613-745-2400
E-mail: assistant@deerpark.ca

IN CONSIDERATION of and notwithstanding closing of the above referenced transaction, I/we undertake to assume all obligations of the owner under the Co-Tenancy Agreement registered on September 24, 2001 as Instrument No. OC1934 in accordance with Section 7.2 of the said Agreement, and I/we have acknowledge that I/we have received a copy of the said Agreement, and further, I/we release the Vendor from any further liability under the aforesaid agreement.

Dated at _____, on _____
Location *Date*

Purchaser _____ **Purchaser** _____
Signature *Signature*

