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

URBAN CAPITAL (YORK) INC.

(hereinafter called the "**Declarant**")

WHEREAS:

A. 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" annexed hereto and in the description submitted herewith by the Declarant (hereinafter called the "**Description**") for registration in accordance with the Act and which lands are sometimes referred to as the "**Lands**" or the "**Property**";

B. The Declarant has constructed a building upon the Property containing various units as more particularly described in this Declaration; and

C. The Declarant intends that the Property together with the building constructed thereon shall be governed by the Act and that the registration of this Declaration and the Description will create a freehold standard condominium corporation.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE I.

INTRODUCTORY

1.1 Definitions

The terms used in the Declaration shall have the meanings ascribed to them in the Act unless this Declaration specifies otherwise or the meaning ascribed to them in the Declaration of the other Components of the Project, unless the context otherwise requires and in particular:

(a) "**Adjacent Components**" or the "**Adjacent Component**" means Components of the Project other than the Condominium;

(b) **"Bicycle/Storage Units"** means Units 35 to 39, inclusive on Level A; Units 32 to 36, inclusive, on Level B; Units 4 to 67, inclusive, on Level 1;

(c) "**Board**" means the Corporation's board of directors;

(d) "**By-Law(s)**" means the by-law(s) of the Corporation enacted from time to time;

(e) "**Common Elements**" means all the Property except the Units;

(f) "**Components**" or the "**Components of the Project**" or "**Components of the East Market Project**" means the following:

(i) the Corporation;
(ii) the Phase I Condominium; and
(iii) the Phase III condominium;

(g) **"Corporation"** or **"Condominium"** means the freehold condominium that is a standard condominium corporation created by the registration of this Declaration and Description;

(h) **"FHC Vestibule Unit"** means Unit 13, Level 2;

(i) **"Interior Amenity Units"** means Units 3, 68 and 69 on Level 1;

(j) **"Interior Corridor Unit"** means Unit 70, Level 1;

(k) **"Exterior Amenity Unit"** means Unit 71, Level 1;

(l) "**Owner**" means the owner or owners of the freehold estate(s) in a unit, but does not include a mortgagee unless in possession;

(m) **"Parking Units"** means Units 1 to 34, inclusive, on Level A; and Units1 to 31, inclusive, on Level B;

(n) **"Phase I Condominium"** means Ottawa-Carleton Standard Condominium Corporation No. 668 and all units and common elements contained therein;

(o) **"Phase III Condominium"** means the condominium corporation to be developed and created or which may be developed and created on the adjacent neighbouring lands to the south east of the Property by Urban Capital (George) Inc.(a company affiliated to or related to the Declarant) or its successors and assigns as a separate condominium corporation, upon the registration of a declaration and description under the Act in respect of such condominium corporation;

(p) "**Project**" or the "**East Market Project**" means the comprehensive development comprised of the Corporation, the Phase II Condominium and the Phase III condominium, collectively;

(q) "**Proportionate Shared Unit Interest**" means the respective ownership share by each Component of the Project with respect to the Shared Area Units and the Service Units as determined in accordance with this Declaration and the Shared Facilities Agreement;

(r) **"Residential Units"** means Units 1 and 2, Level 1; Units 1 to 12, inclusive on Levels 2 to 8, inclusive; Units 1 to 10, inclusive, on Level 9; and Units1 to 2, inclusive, on Level 10;

(s) **"Rules"** means the rules passed by the board in accordance with the provisions of the Act;

(t) **"Service Units"** means Unit 13, Level 2 (FHC Vestibule Unit) and similar type units described under the declaration and description of the Phase I Condominium and any similar type units which may be created and designated under the declaration and description to be registered for the Phase III Condominium, all of which shall ultimately be shared and used by or on behalf of two or more Components of the Project for the maintenance and operation of all mechanical, electrical, utility, site servicing and/or ancillary system(s), serving more than one Component of the Project, including, without limitation, the Shared Facilities, in accordance with this Declaration and the Shared Facilities Agreement together with all other mechanical and/or electrical rooms hereafter situate in any of the Adjacent Components (and ultimately utilized as separate units) housing or enclosing any mechanical or electrical fixtures or equipment (and any appurtenances thereto) utilized in connection with the operation and/or maintenance of any or all of the Shared Facilities;

(u) **"Shared Area Units"** means the Exterior Amenity Unit, the Interior Corridor Unit and the Interior Amenity Units and the FHC Vestibule Unit;

(v) **"Shared Facilities"** means the Shared Area Units, the Service Units and servicing pipes, wires, cables, conduits and systems serving or benefitting the Units and/or Common Elements of the Condominium (or any number or portions thereof) and any of the other Components of the Project, excluding without limitation, all pertinent portions of the storm and sanitary sewer systems, and the gas, domestic water, plumbing, ventilation, hydro-electric, energy management, computer monitoring and fire protections systems (as well as portions of various ancillary mechanical and electrical fixtures, cables, valves, meters and equipment appurtenant thereto), which provide security, monitoring, heat, power, drainage, fire protection and/or any other type of service to one of the other Components of the Project exclusively but shall also include those areas, services, systems requirements and facilities identified or defined as Shared Facilities in the Shared Facilities Agreement;

(w) **"Shared Facilities Agreement"** means the agreement, and any amendments thereto governing the use and sharing of costs of certain facilities between the Components of the East Market Project, which agreement was registered in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) on November 12, 2004 as Instrument No. OC269555;

(x) **"Shared Facilities Costs"** means the aggregate of all costs and expenses incurred in connection with the Shared Facilities, all as provided in the Shared Facilities Agreement and shall include without limitation , the costs and expenses incurred in connection with the maintenance, repair and operation of the Shared Facilities, including without limitation, the cost of maintaining and repairing all electrical and mechanical equipment, fixtures and installations comprising same or appurtenant thereto, together with the amount of any municipal, provincial or federal taxes and/or

common expenses assessments attributable to the Shared Facilities (or any portion thereof);

(y) **"Terrace Phase I Units"** mean the units designated as Terrace Units under the declaration and description of the Phase I Condominium which are to be used by the Owners of such units who are at the same time Owners of those Residential Units within the Corporation which are directly adjacent to and connected to such Terrace Units;

(z) **"Units"** means all portions of the Condominium designated as a unit, collectively, as the context may require.

1.2 Act Governs the Lands

The Lands described in Schedule "A" annexed hereto and in the Description together with all interests appurtenant to the Lands are governed by the Act.

1.3 Standard Condominium

The registration of this Declaration and the Description will create a freehold condominium corporation that constitutes a standard condominium corporation.

1.4 Consent of Encumbrancers

The consent of every person having a registered mortgage against the Property or interests appurtenant thereto is contained in Schedule "B" attached hereto.

1.5 Boundaries of Units and Monuments

The monuments controlling the extent of the Units are the physical surfaces mentioned in the boundaries of Units in Schedule "C" attached hereto.

Notwithstanding the boundaries set out in Schedule "C" annexed hereto, the following shall apply:

a) **Residential Units**

i) Each Residential Unit **shall include** all pipes, wires, cables, conduits, ducts and mechanical and similar apparatus, including, but not limited to, the heating, air conditioning and ventilation equipment and appurtenant fixtures attached thereto, all of which provide a service or utility to that particular Unit only.

ii) Each Residential Unit **shall exclude** all concrete, concrete block or masonry portions of load bearing walls, columns, floor slabs, exterior doors, door frames, windows and window frames, and any pipe, wire, cable, conduit, duct, shaft and mechanical or similar apparatus which is situate within the Unit boundaries described in Schedule 'C' and which provide a service or utility to another Unit or the Common Elements.

b) **Shared Area Units**

(i) The boundaries of the Shared Area Units **shall include** all pipes, wires, cables, conduits, ducts and mechanical and similar apparatus, including, but not limited to, any appurtenant fixtures attached thereto, all of which provide a service or utility to the particular Unit only. In addition, the boundaries of the Shared Area Units shall also include all concrete, concrete block or masonry portions of load bearing walls, columns, floor and ceiling slabs which do not provide support for the structures above the said Units, and shall also include the roof assembly, including but not limited to the roof membrane and shall also include all doors, door frames, windows and window frames situate within the unit boundaries described.

(ii) The boundaries of the Shared Area Units **shall exclude** any pipe, wire, cable, conduit, duct, shaft and mechanical or similar apparatus situate within the unit boundaries described for such Units and which provide a service or utility to another Unit or the Common Elements.

c) **Parking and Bicycle/Storage Units**

Each Parking Unit and Bicycle/Storage Unit shall exclude, all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hoses, sprinklers, lighting fixtures, air-conditioning or heating equipment appurtenant thereto which provide any service to the Common Elements or Units including all wall structures and support columns and beams as well as additional floor surfacing (membranes and coatings included) which may be located within any Parking Unit or Bicycle/Storage Unit.

1.6 Common Interest and Common Expenses

Each Owner shall have an undivided interest in the Common Elements as a tenant in common with all other Owners in the proportions set forth opposite each unit number in Schedule "D" attached hereto and shall contribute to the common expenses in the proportion set forth opposite each unit number in Schedules "D" attached hereto. The total of the proportions of the common interests and proportionate contribution to common expenses shall each be one hundred (100%) percent.

1.7. Address for Service, Municipal Address and Mailing Address of the Corporation

The Corporation's address for service shall be c/o Suite 810, 10 King Street East, Toronto, Ontario, M5C 1C3, or such other address as the Corporation may by resolution of the Board determine, and the Corporation's mailing address shall be c/o Suite 810, 10 King Street East, Toronto, Ontario, M5C 1C3. The Corporation's municipal address is 180 York Street, Ottawa, Ontario.

1.8 Approval Authority Requirements

The following conditions have been imposed by the approval authority to be included in this Declaration:

1. That the Declarant convey those easements and rights of way as set forth and described in Schedule "A" to this Declaration (which easements and rights of way, as noted in Schedule "A", are created to satisfy conditions imposed by the approval authority pursuant to Subsection 20 (2) of the Act.

1.9 Architect/Engineer Certificates

The certificate(s) of the Declarant's architect(s) and/or engineer(s) confirming that all buildings on the Property have been constructed in accordance with the regulations made under the Act is/are contained in Schedule "G" attached hereto.

ARTICLE II.

COMMON EXPENSES

2.1 Specification of Common Expenses

The common expenses shall comprise the expenses of the performance of the objects and duties of the Corporation and such other expenses, costs and sums of money incurred by or on behalf of the Corporation that are specifically designated as (or collectible as) common expenses pursuant to the provisions of the Act and/or this Declaration and without limiting the generality of the foregoing, shall include the specific expenses set out in Schedule "E attached hereto.

2.2 Payment of Common Expenses

Each Owner shall pay to the Corporation his or her proportionate share of the common expenses and the assessment and collection of contributions toward common expenses may be regulated by the Board pursuant to the By-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any By-laws or Rules in force from time to time by any Owner, or by members of his or her family and/or their respective tenants, invitees or licensees shall be borne and paid for by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses.

2.3 Reserve Fund

(a) The Corporation shall establish and maintain one or more reserve funds and shall collect from the Owners as part of their contribution towards the common expenses, all amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation all in accordance with provisions of the Act.

(b) No part of any reserve fund shall be used except for the purpose for which the fund was established. The reserve fund(s) shall constitute an asset of the Corporation and shall not be distributed to any Owner(s) except on termination of the Corporation in accordance with the provisions of the Act.

(c) For the purposes of the Act, this Declaration and/or the Shared Facilities Agreement, any and all portions of the Shared Facilities not comprising part of the registered description plan of this Condominium shall be deemed to be an "asset" of the Corporation for the purposes of utilizing any of its reserve fund(s) in connection with this Corporation's responsibility to share the costs of repairing and/or replacing the Shared Facilities with any of the Adjacent Components.

2.4 Status Certificate

The Corporation shall provide a status certificate to any requesting party who has paid (in advance) the applicable fees charged by the Corporation for providing same, in accordance with the provisions of the Act, together with all accompanying documentation and information prescribed by the Act. The Corporation shall forthwith provide the Declarant (and/or any purchaser, transferee or mortgagee of a Unit from the Declarant) with a status certificate and all such accompanying documentation and information, as may be requested from time to time by or on behalf of the Declarant (or by any such purchaser, transferee or mortgagee) in connection with the Declarant's sale, transfer or mortgage of any Unit(s), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

ARTICLE III.

COMMON ELEMENTS

3.1 Use of Common Elements

Subject to the provisions of the Act, this Declaration, the By-laws and any Rules, each Owner has the full use, occupancy and enjoyment of the whole or any parts of the Common Elements, except as herein otherwise provided.

However, save and except as expressly provided or contemplated in this Declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on, within any unit or upon any portion of the Common Elements that:

a) will result in a contravention of any term or provision set out in the Act, this Declaration, the By-laws and Rules of the Corporation;

b) is likely to damage the property of the Condominium, injure any person, or impair the structural integrity of any Unit or any area of the Common Elements;

c) will unreasonably interfere with the use and enjoyment by the other Owners of the Common Elements and/or their respective Units; or

d) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy.

No one shall, by any conduct or activity undertaken in or upon any part of the Common Elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to this Declaration, any By-law and/or the Rules.

3.2 Exclusive Use Common Elements

Subject to the provisions of and compliance with the Act, this Declaration, the By-laws and the Rules, the Owners of Unit(s) listed in Schedule "F" attached hereto shall have the exclusive use and enjoyment of those parts of the Common Elements more particularly described in Schedule "F" which are respectively allocated to the Unit(s).

3.3 Restricted Access

(a) Without the consent in writing of the Board, no Owner shall have the right of access to the Service Units and to those parts of the Common Elements used from time to time for the care, maintenance or operation of the Property or any part thereof as designated by the Board, from time to time.

(b) No one shall be entitled to place or affix any matter or thing directly on top of any rooftop structure which encloses or houses the mechanical and chiller room, the elevator shafts, the stairwells, the catwalks, the cooling tower, the boiler room and/or the fresh air ducts.

(c) This paragraph 3.3 shall not apply to any mortgagee holding mortgages on at least thirty percent (30%) of the Units who shall have a right of access for inspection upon forty-eight (48) hours notice to the Corporation or its property manager.

3.4 Modifications of Common Elements, Assets and Services

(a) General Prohibition

No Owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which he or she has a duty to maintain in accordance with the provisions of this Declaration) without obtaining the prior written approval of the Board and having entered into an agreement with the Corporation in accordance with section 98 of the Act.

(b) Non-Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may make a non-substantial addition, alteration, or improvement to the Common Elements, a non-substantial change in the assets of the Corporation or a non-substantial change in a service that the Corporation provides to the Owners in accordance with subsections 97(2) and (3) of the Act.

(c) Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may, by a vote of Owners who own at least sixty-six and two thirds (66⅔%) percent of the Units, make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Corporation or a substantial change in a service the Corporation provides to the Owner in accordance with subsections 97 (4), (5) and (6) of the Act.

3.5 Declarant Rights

Notwithstanding anything provided in this Declaration to the contrary, and notwithstanding any Rules or By-laws of the Corporation hereafter passed or enacted to the contrary, it is expressly stipulated and declared that:

(i) the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the Common Elements, for the purposes of implementing, operating and/or administering the Declarant's marketing, sale, construction and/or customer-service program(s) with respect to any unsold units in this Condominium or in the Phase I Condominium and/or Phase III Condominium, from time to time;

(ii) the Declarant and its authorized agents or representatives shall be entitled to erect and maintain signs and displays for marketing/sale purposes, as well as model suites and one or more offices for marketing, sales, construction and/or customer-service purposes, upon any portion of the Common Elements, and within or outside any unsold Units, at such locations and having such dimensions as the Declarant may determine in its sole and unfettered discretion, all without any charge to the Declarant for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or any one else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to the Declarant's marketing/sales/construction/customer-service office(s) and said model suites; and

(iii) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of the Declarant and its authorized agents, representative and/or invitees over the Common Elements of this Condominium;

until such time as all of the Units in this Condominium and in the Phase I Condominium and/or Phase III Condominium have been transferred by the Declarant.

Furthermore and notwithstanding anything provided in this Declaration to the contrary, and notwithstanding any Rules or By-laws of the Corporation hereafter passed or enacted to the contrary, it is expressly stipulated and declared that pending the completion and the registration of the declaration and description for the Phase III Condominium, the Declarant shall have the right to utilize that area of the Common Elements of the Corporation directly adjacent to the south of Parking Unit 31, Level B and between such Parking Unit and the limit of the external wall of the underground garage to the south thereof for the parking of up to three (3) motor vehicles in the spaces established temporarily therein and to allow any Owners to park their motor vehicle therein. At such time that the declaration and description for the Phase III Condominium is registered such area of the Common Elements shall act as a driveway ramp or drive aisle leading into the underground garage to be constructed within the Phase III Condominium.

3.6 Pets

No animal, livestock or fowl, other than those household domestic pets as permitted pursuant to Article IV of this Declaration are permitted to be on or about the Common Elements, including the exclusive use Common Elements, except for ingress to and egress from a Unit. All dogs and cats must be kept under personal supervision and control and held by leash or in a carrier at all times during ingress and egress from a Unit and while on the Common Elements. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a danger or nuisance to the residents of the Corporation is permitted to be on or about the Common Elements.

ARTICLE IV.

UNITS

4.1 General Use

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

(a) No Unit shall be occupied or used by an Owner or anyone else, in such a manner as is likely to damage or injure any person or property (including any other Units or any portion of the Common Elements or any Adjacent Component) or in a manner that will impair the structural integrity, either patently or latently, of the Units and/or Common Elements and/or the Adjacent Components, or in a manner that will unreasonably interfere with the use or enjoyment by other owners of the Common Elements or their respective Units, or that may result in the cancellation or threat of cancellation of any insurance policy referred to in this Declaration or in the Shared Facilities Agreement, or that may increase any insurance premiums with respect thereto, or in such a manner as to lead to a breach by an Owner or by the Corporation of any provisions of this Declaration, the By-laws, and/or any agreement authorized by by-law including the Shared Facilities Agreement. If the use made by an Owner of a Unit, other than the Declarant (except as is contemplated in this Declaration or in the By-laws, or in any agreement authorized by by-law including without limitation, the Shared Facilities Agreement) causes injury to any person or causes latent or patent damage to any Unit or to any part of the Common Elements or the Adjacent Components, or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being canceled, then such Owner shall be personally liable to pay and/or fully reimburse the Corporation for all costs incurred in the rectification of the aforesaid damages, and for such increased portion of the insurance premiums so payable by the Corporation (as a result of such Owner's use) and such Owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such owner's breach of the foregoing provisions of this subparagraph and such Owner shall pay with his or her next monthly contribution towards the common expenses after receipt of a notice from the Corporation, all increases in premiums in respect of such policy or

policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards common expenses and recoverable as such.

(b) The Owner shall comply, and shall require all members of his or her family, occupants, tenants, invitees, servants, agents, contractors and licensees of his or her Unit to comply with the Act, the Declaration, the By-laws, and all agreements authorized by by-law and the rules including, without limitation, the Shared Facilities Agreement.

(c) No change shall be made in the colour of any exterior glass, window, door or screen of any Unit except with the prior written consent of the Board. Each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the building, nor shall an Owner grow any type of plant, shrubbery, flower, vine or grass outside his or her Unit, except with the prior written consent of the Board, and further, when approved, subject to the rules. All shades or other window coverings shall consist of proper blinds, sunshades or curtains and shall be off-white or charcoal in colour on the outside and all draperies shall be lined in white or off- white or charcoal in colour to present a uniform appearance to the exterior of the building. No clothesline or similar device shall be allowed on any portion of the Property nor shall clothes or other laundry be hung anywhere on the Property.

(d) No exterior aerial, antenna or satellite dish shall be placed on the Property, including Units and Common Elements, unless the Board consents in writing to the said antenna, aerial or satellite dish which consent may be arbitrarily withheld.

(e) Notwithstanding anything contained in this Declaration, the Corporation shall not prohibit the flying of flags, provided that the Corporation shall have the right to regulate any such flying of flags so as to ensure that such flags are displayed in a safe manner and do not interfere with the reasonable enjoyment by the Owners or residents of other Units.

4.2 Residential Units

(a) Each Residential Unit shall be occupied and used in accordance with the applicable zoning by-laws pertaining to the Property and for no other purpose whatsoever. The number of individuals who may occupy a Residential Unit shall be the same as the number permitted by the local municipal by-laws from time to time. 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 for marketing/sales/leasing purposes upon the Common Elements, and within or outside any unsold Unit, until all units in the East Market Project have been conveyed by the Declarant, or its related companies.

(b) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the outside of any Unit, except for signs marketing the Property or the Corporation or Units contained therein by the Declarant and/or its related companies.

(c) No Owner of a Unit shall make any change, addition, modification or alteration, except for any change, addition modification or alteration which is solely decorative in nature, in or to his Residential Unit or make any change, addition, modification or alteration to an installation upon the Common Elements, or maintain, decorate, alter or repair any part of the Common Elements, except for maintenance of those parts of the Common Elements which he has the duty to maintain, without the prior written consent of the Board, which consent shall be in the sole and unfettered discretion of the Board and may be subject to such conditions as may be determined by the Board.

(d) No animal, livestock or fowl of any kind other than those pets defined as being the following: not more than two (2) dogs or two (2) cats (or a combination of two of the foregoing); two (2) canaries, budgies or other small birds; or an aquarium of goldfish or tropical fish; shall be kept or allowed in any Residential Unit. No animal, which is deemed by the Board of the property manager, in their absolute discretion, to be a nuisance shall be kept by any Owner in any Residential Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the Property. Notwithstanding the generality of the foregoing, no attack dogs shall be allowed in any Unit. No breeding of animals for sale shall be carried on, in or around any Unit.

(e) In the event the Board determines, in its sole discretion, acting reasonably, that any noise, odour or offensive action is being transmitted to another Unit and that such noise, odour or offensive action is an annoyance and/or a nuisance and/or disruptive (regardless of whether that Unit is adjacent to or wherever situated in relation to the offending Unit), then the Owner of such Unit shall at his or her own expense take such steps as shall be necessary to abate such noise, odour or offensive action to the satisfaction of the Board. In the event the Owner of such Unit fails to abate the noise, odour or offensive action, the Board shall take such steps as shall be necessary to abate the noise, odour or offensive action and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, odour or offensive action, which expenses are to include reasonable solicitor's fees on a solicitor and his or her own client basis.

(f) No Owner of a Unit shall make any change, addition, modification or alteration, except for any change, addition, modification or alteration which is solely decorative in nature, in or to his or her Unit without the prior written consent of the Board, which consent shall be in the sole and unfettered discretion of the Board and may be subject to such conditions as may be determined by the Board;

(g) (i) For the purpose of this subparagraph, "Vertical/Horizontal Party Wall" means a vertical or horizontal wall constructed along the boundary between two (2) Residential Units shown in the Description as a vertical plane. Where and to the extent that concrete, concrete block or masonry portions of walls/floors/ceilings or columns located within the Residential Unit are not load-bearing walls or columns, and contain no service conduits that service any other Unit or the Common Elements, an Owner may, with prior written consent of the Board which may attach any reasonable condition to its consent, including obtaining the approval of the insurer of the Property and the Owner's written agreement to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims, and/or liabilities which the Corporation may suffer or incur as a result of or in connection with such work:

(a) erect, remove or alter any internal walls or partitions within his or her Residential Unit; or

(b) where he/she is the Owner of two (2) or more adjoining Residential Units, erect, remove or alter along all or part of those portions of the vertical or horizontal boundaries of each of such adjoining Residential Units shown in the Description as a line or plane, any Vertical/Horizontal Party Wall between his or her Residential Unit and such adjoining Residential Unit, or any soundproofing or insulating material on his or her Residential Unit side of such Vertical/Horizontal Party Wall.

(ii) Prior to performing any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall lodge with the Board the drawings and specifications detailing the location, materials and method of construction and installation of such work, together with a certificate addressed to the Corporation from a duly qualified architect and/or structural engineer certifying that if the work is carried out in accordance with the drawings and data so lodged with the Board, the structural integrity of the Common Elements will not be impaired and such work will not interfere with or impair any structure where there is functioning or operating machinery and equipment which is part of the Common Elements.

(iii) All work performed under subparagraph (i) above will be carried out in accordance with:

(a) the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances;

(b) the provisions of the By-laws of the Corporation and the conditions, if any, of approval by the Board; and

(c) the drawings, specifications and data lodged with the Board.

(iv) Forthwith following the completion of any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall deliver a further certificate from the said architect and/or engineer, or such other

architect and/or engineer as may be acceptable to the Board, certifying that the work has in fact been completed in accordance with the drawings and data previously lodged with the Board, the structural integrity of the Common Elements has not been impaired, and that such work has not interfered with or impaired any structure or the functioning or operation of any machinery and equipment which is part of the Common Elements; or failing such certifications, specifying in reasonable detail the reasons why such certification cannot be made.

(v) Notwithstanding the removal of the whole or any portion of any demising or partition wall or floor/ceiling as aforesaid, the adjoining Residential Units thereto shall still constitute two separate Residential Units, as illustrated in the Description and all obligations of the Owner(s) of the said two adjoining Residential Units, whether arising under the Act, the Declaration, the By-laws or the Rules of the Condominium, shall remain unchanged.

4.3 Parking Units

(a) Each Parking Unit shall be used and occupied only for the parking of a motor vehicle as may be from time to time defined in the Rules of the Corporation. It shall be the responsibility of the Owners to ensure that their vehicles can be properly operated and/or parked in this Condominium. The Owners of Parking Units shall not park more than one motor vehicle within the boundaries of such Parking Unit, provided, however, that in no instance shall any portion of any motor vehicle parked within a Parking Unit protrude beyond the boundaries of the Parking Unit and concomitantly encroach upon any portion of the Common Elements or upon any other Unit. Each Owner shall maintain his or her Parking Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of Parking Units.

(b) The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Parking Units which right shall continue until such time as all Residential Units and Parking Units in the East Market Project have been conveyed by the Declarant.

(c) Notwithstanding anything contained herein, in the event the Corporation becomes the Owner of certain of the Parking Units, the Board may, from time to time, designate the said Units for alternate uses, provided that such alternate use is in accordance with the requirements and the by-laws of the City of Ottawa and approved by the requisite number of Owners at a meeting duly called for that purpose.

(d) Certain of the Parking Units may be designated for the disabled (hereinafter, the "**Disabled Parking Unit**") and if so designated, the Disabled Parking Unit shall be subject to the following:

(i) In the event that a "disabled driver", as defined in the regulations promulgated pursuant to the *Highway Traffic Act* R.S.O. 1990 c.H.8, as amended from time to time, including a driver whose licence plate incorporates the international symbol for the disabled, purchases or leases a Residential Unit and a Parking Unit which is not designated for the disabled, the Owner or any person occupying the Disabled Parking Unit shall (if not disabled), upon notice from the Corporation and at the request of the disabled driver, exchange the right to occupy the Disabled Parking Unit with the disabled driver for the Parking Unit which was purchased or leased by the disabled driver, said exchange of the right to occupy said space to continue for the full period of the disabled driver's residence in the building.

(ii) When a disabled driver requests an exchange of occupancy rights for the Disabled Parking Unit, the Corporation shall forthwith notify the Owner of and any person occupying the Disabled Parking Unit and the Owner and/or occupant shall complete the exchange of use immediately upon delivery of the notice provided said Owner or occupant is not disabled.

(iii) No rent, charges, fees or costs whatsoever shall be charged by the Owner, occupant or the Corporation in connection with the exchange of the right to occupy.

4.4 Bicycle/Storage Units

(a) Each Bicycle/Storage Unit shall only be used for the storage of bicycles and other non-hazardous materials that shall not constitute a danger or nuisance to the residents. Each Owner shall maintain his or her Bicycle/Storage Unit in a clean and sightly condition.

(b) The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Bicycle/Storage Units which right shall continue until such time as all the Residential Units and Bicycle/Storage Units have been conveyed by the Declarant.

(c) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of any of the Bicycle/Storage Units, the Board may, from time to time, designate the said Bicycle/Storage Units for alternate uses, provided that such alteration of use is in accordance with the requirements and the by-laws of the City of Ottawa and approved by the requisite number of Owners at a meeting duly called for that purpose.

4.5 Shared Area Units

(a) The Exterior Amenity Unit and the Interior Amenity Units shall be used for the purpose of housing the various respective recreational and other type amenity areas to be shared and used between the Corporation and the Phase II Condominium and the FHC Vestibule Unit shall be shared and used between the Corporation and the Phase II Corporation. The Interior Corridor Unit shall be used as an access corridor to be utilized by residents within the Corporation and within the Phase I Condominium and possibly the Phase III Condominium. The Shared Area Units shall ultimately be shared and used by the Condominium and one or more of the Adjacent Components as provided herein and as set forth under the Shared Facilities Agreement.

(b) Ownership of the Shared Area Units shall ultimately be shared between the Corporation and one or both of the other Components of the Project as referenced in the Shared Facilities Agreement.

(c) The actual transfer of ownership of the Shared Area Units by the Declarant to the applicable Adjacent Components shall occur within one hundred and twenty (120) days after the date the last component of the Project has been registered by the Declarant or as soon as possible thereafter.

(d) Once ownership of the Shared Area Units has been transferred to the Adjacent Component(s) by the Declarant as aforesaid, any further sale, transfer, mortgage, charge, encumbrances or other conveyance of the whole or any portion of the Shared Area Units (including any sale, transfer, mortgage, charge, encumbrance or other conveyance of the beneficial ownership or interest in the Shared Area Units) shall require (in addition to any other approvals which may be required pursuant to the provisions of the Act, this Declaration and/or the Shared Facilities Agreement) the prior written consent of the other co-tenant(s) of the Shared Area Units(s) purported to be so sold, mortgaged, charged or encumbered, together with the prior approval of two-thirds of the Owners if the Condominium is purporting to so sell, transfer, mortgage, charge or encumber its interest in the Shared Area Unit(s) (with such Owners' approvals being procured from Owners who are present, in person or by proxy, at a meeting duly called for the purpose of obtaining such approval). In addition, every new owner, mortgagee, chargee or encumbrancer of the Shared Area Units shall be required to execute (by way of counterpart or otherwise) an agreement in favour of the co-tenant(s) of the Shared Area Units, covenanting to be bound by all of the terms and provisions of the Declaration and the Shared Facilities Agreement to the same extent and effect as if it had been an original party thereto.

(e) Any instrument or other document purporting to sell, transfer, convey, mortgage, charge or encumber an owner's undivided interests as tenants-in-common in the Shared Area Units, without the requisite consents being given, or without the new agreement or counterpart being executed and delivered (as the case may be) as required in the immediately preceding subparagraph, shall be null and void and of no force or effect whatsoever.

(f) The Exterior Amenity Unit and the Interior Amenity Units (and the amenities and facilities, if any, contained therein) shall be used only by the Declarant and those authorized by it and by Owners and occupants of Residential Units and, tenants and

occupants of any Residential Units in the Corporation and owners, tenant and occupants of residential dwelling units in the Phase I Condominium, and, in each case, but subject to the Rules, their respective invitees (herein collectively called the "Permitted Users"). Notwithstanding that the transfer of ownership of the Exterior Amenity Unit and the Interior Amenity Units to the Corporation and to Phase I Condominium may not yet have occurred, the Permitted Users shall have immediate use and enjoyment of the Shared Area Units as soon as same are completed and operational.

4.6 Terrace Phase I Units

The Terrace Phase I Units shall be used only for the purposes of an outdoor private patio type area by the Owner thereof or his/her family, guests, tenants or visitors. Only seasonal furniture shall be allowed on the Terrace Phase I Units and all such items shall be safely secured. The Owner, occupant or tenant of a Terrace Phase I Unit shall not do or permit anything to be done on the Terrace Phase I Unit which may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of other units and/or the Common Elements by other Owners, occupants or tenants. No awnings or shades shall be erected over or outside of the Terrace Units without the prior consent of the Board. The Board shall further have the right to prescribe the shape, colour and material of such awnings or shades to be erected. Owners of Terrace Phase I Units may make such non-extensive and non-structural alterations and additions to the Terrace Unit as the Board may from time to time permit. Except as aforesaid, Owners are not permitted to make any change to the Terrace Units except with the prior written consent of the Board and in accordance with the Declaration and By-Laws of the Corporation. Without limiting the generality of the foregoing, the Board may restrict or limit any installation on or improvement to the Terrace Units where necessary in its discretion, to preserve or protect the structural integrity of the concrete slab and membranes immediately beneath same.

4.7 Leasing of Units

Notification of Lease:

(a) Where an Owner leases his or her Unit, the Owner shall within thirty (30) days of entering into a lease or a renewal thereof:

i) notify the Corporation that the Unit is leased;

ii) provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in accordance with Form 5 as prescribed by Section 40 of Regulation 49/01;

iii) provide the lessee with a copy of the Declaration, By-laws and Rules of the Corporation;

(b) If a lease of the Unit is terminated and not renewed, the Owner shall notify the Corporation in writing.

(c) No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the Owner is in default of payment of common expenses, in which case the tenant shall deduct, from the rent payable to the Owner, the Owner's share of the common expenses and shall pay the same to the Corporation.

(d) An Owner leasing his or her Unit shall not be relieved thereby from any of his or her obligations with respect to the Unit, which shall be joint and several with his or her tenant.

4.8 Restrictions on Sale and Lease of Units

Notwithstanding anything hereinbefore or hereinafter provided to the contrary and save and except for any Parking Unit(s) and/or Bicycle/Storage Unit(s) owned by the Declarant and/or the Corporation and/or the Owners of units in the Adjacent Components, the ownership, sale, leasing, charging, assigning, transferring, or otherwise conveying of any Parking Unit(s) and/or Bicycle/Storage Unit(s) shall be subject to the following restrictions and limitations:

(a) any sale, transfer, assignment or other conveyance of aforesaid Units shall be made only to the Declarant, to the Condominium, or to any owner of a residential dwelling unit (or a retail unit, if applicable) in the East Market Project;

(b) no one shall retain ownership of any such unit after he or she has sold and conveyed title to his or her dwelling unit (or retail unit, if applicable) within the East Market Project;

(c) any lease of such unit shall be made only to the Declarant or the Condominium, or to any owner or tenant of a dwelling unit (or retail unit, if applicable) in the East Market Project provided however, that if any such unit is leased to a tenant of a dwelling unit (or retail unit, if applicable) or a tenant then the term of such lease shall not extend beyond the term of the tenancy in respect of such unit;

(d) where any such unit is leased to an owner of a dwelling unit or retail unit in the East Market Project, then upon the sale, transfer, assignment or other conveyance of the lessee's unit, as the case may be, the lease in respect of the unit shall also be assigned by the said lessee to the transferee or new owner of such unit, within thirty (30) days of the registration of the transfer of title to the said unit or date of the assignment, in the case of the assignment of a lease of premises, failing which the lease of the unit shall be automatically terminated and be of no further force or effect and the unit which is subject to such lease shall thereupon revert to the lessor thereof; and

(e) where the lessee of such unit is an owner of a dwelling unit or an owner of a unit in an Adjacent Component and such lessee is deprived of possession and/or ownership of his or her unit through any legal action, by an party holding a registered mortgage, charge, execution, lien or other encumbrance against the said unit, then such lease shall be deemed to be in default, and shall thereupon be automatically terminated and of nor further force or effect, whereupon the unit which is subject to such lease shall automatically revert to the lessor thereof.

ARTICLE V.

MAINTENANCE AND REPAIRS

5.1 Repairs and Maintenance by Owner

(a) Each Owner shall maintain his/her Unit, and subject to the provisions of this Declaration, each Owner shall repair his/her Unit after damage, all at his/her own expense. In addition, without limiting the generality of the foregoing, each Owner shall maintain:

(i) the interior surface of doors which provide the means of ingress and egress from a Residential Unit and repair damage to those doors caused by the negligence of residents, family members, tenants, licensees, employees, patrons or invitees to his Unit;

(ii) the interior surface of all windows in Residential Units and interior and exterior surfaces of all windows and window sills contiguous to his/her Unit and which are accessible by the balcony or patio, together with the balcony or patio itself which has been designated as an exclusive use area in respect of such Unit; and repair damage to those windows caused by the negligence of the Owner, tenants, licensees, invitees, to the Unit;

(iii) the bathtub enclosures, tiles, shower fans, ceiling and exhaust fans and fan motors located in the kitchen and bathroom areas of the Unit;

(iv) his/her Parking Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for the cleaning of the Parking Unit;

(v) the patio and/or balcony to which the Unit has direct access in a clean and sightly condition; and

(b) Each Owner shall further maintain, repair and replace the heating, air conditioning and ventilation equipment, including thermostatic controls contained within and servicing his Unit only (to and including the shut-off valve) such maintenance to include regularly scheduled inspections of all such equipment. Such periodic maintenance shall include the cleaning and replacement of air filters. The Corporation may make provision in its annual budget for the maintenance and repair of the heating system, servicing each Unit, including the replacement of air filters, whereupon such costs shall be allocated as part of the common expenses. Each Owner shall be liable for any damage due to the malfunction of such equipment caused by the act or omission of an Owner, his servants, agents, tenants, family or

guests. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board.

(c) The Corporation shall make any repairs that an Owner is obliged to make pursuant to paragraph 5.1 and that the Owner does not make within a reasonable time and in such an event, an Owner shall be deemed to have consented to having said repairs done by the Corporation, and an Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of eighteen (18%) per cent per annum. The Corporation may collect all such sums of money in such instalments as the Board may decide upon. The instalments shall form part of the monthly contributions towards the common expenses of such Owner, after the Corporation has given written notice thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

5.2 Responsibility of Owner for Damage

Each Owner shall be responsible for all damage to any and all other Units and to the Common Elements, which is caused by the failure of the Owner, his or her residents, family members, guests, visitors, tenants, licensees or invitees to his or her Unit, to so maintain and repair his or her Unit and such parts of the Common Elements for which he/she is responsible, or caused by the negligence or wilful misconduct of the Owner, his or her residents, tenants, licensees, or invitees, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

5.3 Repair and Maintenance by Corporation

(a) Save as otherwise specifically provided in this Declaration to the contrary, the Corporation shall maintain, and repair after damage, the Common Elements (including any portion of the Shared Facilities comprising parts of the Common Elements of this Condominium which the Condominium has failed to maintain and repair, in accordance with the provisions of the Shared Facilities Agreement), other than any improvements to (and/or any facilities, services or amenities installed by any unit owner upon) any common element areas set aside for the exclusive use of any owner. In order to maintain a uniformity of appearance throughout the Condominium, the Corporation's duty to maintain and repair shall extend to all exterior surfaces of doors which provide access to the units, exterior door frames, exterior window frames and all exterior window surfaces, and any exterior perimeter fences erected by the Declarant along the boundaries of the Property.

(b) Notwithstanding anything provided in paragraph 5.3(a) hereof to the contrary, it is understood and agreed that each owner shall be responsible for the maintenance of all interior door and window surfaces with respect to his or her Residential Unit.

(c) Every owner shall forthwith reimburse the Corporation for repairs to windows and doors serving his or her unit, following damage to same caused by such owner's negligence, or the negligence of his or her residents, tenants, invitees or licensees.

5.4 Repair and Maintenance of the Shared Facilities

The Corporation shall, with respect to any damage to any portion of the Shared Facilities comprising any unit or portion of the Common Elements of this Condominium, make (or arrange for) any repairs that any Owner is obligated to make and that he or she does not make within a reasonable time, after written notice is given to such Owner by the Corporation. In such event, an Owner shall be deemed to have consented to having repairs done to his or her Unit by the Corporation. The Owner shall reimburse the Corporation in order to collect the costs of such repairs, and all such costs shall bear interest at the rate of twenty-four (24%) percent per annum, calculated monthly not in advance, until paid by the owner. The Corporation may collect such costs in such installments as the Board may decided upon, which installments shall be added to the monthly contributions towards the common expenses of such owner, after receipt of written notice from the Corporation thereof, and shall be treated in all respects as common expenses, and be recoverable as such.

ARTICLE VI.

INDEMNIFICATION

6.1 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 family, guests, visitors or tenants 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 to be made by an Owner pursuant to this Article shall be deemed to be additional contributions toward common expenses payable by such Owner and shall be recoverable as such.

ARTICLE VII.

INSURANCE

7.1 By the Corporation

The Corporation shall obtain and maintain to the extent obtainable, at reasonable cost, the following insurance, in one or more policies:

(a) "All Risk" Insurance: Insurance against "all risks" (including fire and major perils as defined in the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy and insurance against such other perils or events as the Board may from time to time deem advisable, insuring:

(i) the Property and building, but excluding improvements made or acquired by an Owner; and

(ii) all assets of 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, and of the units and common elements, without deduction for depreciation. This insurance may be subject to a loss deductible clause as determined by the board from time to time, and which deductible shall be the responsibility of the Corporation in the event of a claim with respect to the units and/or the common elements (or any portion thereof), provided however that if an Owner, tenant or other person residing in the unit with the knowledge or permission of the owner, through an act or omission causes damage to such Owner's unit, or to any other unit(s), or 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 Unit.

(b) Policy Provisions

Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear (with all mortgagee endorsements subject to the provisions of the Act, this Declaration and the Insurance Trust Agreement) and shall contain the following provisions:

(i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners, and the Owners' respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused by any one of the above;

(ii) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the Corporation and to the Insurance Trustee;

(iii) waivers of the insurer's obligation to repair, rebuild or replace the damaged property in the event that after damage the government of the Property is terminated pursuant to the Act;

(iv) waivers of any defence based on co-insurance (other than a stated amount co-insurance clause); and

(v) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.

(c) Public Liability Insurance: Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than TWO MILLION ($2,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a Unit.

(d) Boiler, Machinery and Pressure Vessel Insurance
Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf of boilers, machinery, pressure vessels and motor vehicles to the extent required as the Board may from time to time deem advisable.

7.2 General Provisions

(a) 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 any Owner, in writing, to adjust any loss to his or her Unit;

(b) 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 subparagraph 7.2(b) 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;

(c) 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 who has notified the Corporation of its interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the Record of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation;

(d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act;

(e) Where insurance proceeds are received by the Corporation or any other person rather than the Insurance Trustee, they shall be held in trust and applied for the same purposes as are specified otherwise in Article VIII; and

(f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and also upon the request of a mortgagee or mortgagees holding mortgages on fifty (50%) per cent or more of the Units and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense.

7.3 By the Owner

(a) It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, must be obtained and maintained by each Owner at such Owner's own expense:

(i) Insurance on any improvements to a Unit to the extent same are not covered as part of the standard unit for the class of unit to which the Owner's Unit

belongs by the insurance obtained and maintained by the Corporation and for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within the Unit and the personal property and chattels stored elsewhere on the Property, including automobiles, and for loss of use and occupancy of the Unit in the event of damage. Every such policy of insurance shall contain waiver(s) of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants, and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties;

(ii) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation;

(iii) Insurance covering the deductible on the Corporation's master insurance policy for which an owner may be responsible.

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

(i) additional living expenses incurred by an Owner if forced to leave his or her residential Unit by one of the hazards protected against under the Corporation's policy;

(ii) special assessments levied by the Corporation and contingent insurance coverage in the event the Corporation's insurance is inadequate.

7.4 Indemnity Insurance for Directors and Officers of the Corporation

The Corporation shall obtain and maintain insurance for the benefit of all of the directors and officers of the Corporation, if such insurance is reasonably available, in order to indemnify them against the matters described in the Act, including any liability, cost, charge or expense incurred by them in the execution of their respective duties (hereinafter collectively referred to as the "**Liabilities**"), provided however that such insurance shall not indemnify any of the directors or officers against any of the Liabilities respectively incurred by them as a result of a breach of their duty to act honestly and in good faith, or in contravention of the provisions of the Act.

ARTICLE VIII

INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

8.1 The Corporation may enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under the *Loan and Trust Corporations Act*, or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:

(a) the receipt by the Insurance Trustee of any proceeds of insurance in excess of fifteen (15%) percent of the replacement cost of the property covered by the insurance policy;

(b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act, this Declaration, and any amendments thereto;

(c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and

(d) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

If the Corporation is unable to enter into such agreement with such Trust Company or such Chartered Bank, by reason of its refusal to act, the Corporation may enter into such agreement with such other Corporation authorized to act as a Trustee, as the Owners may approve by by-law at a meeting called for that purpose. The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a common expense.

8.2 In the event that:

(a) the Corporation is obligated to repair or replace the Common Elements, any Unit, or any asset insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs;

(b) there is no obligation by the Corporation to repair or replace, and if there is termination in accordance with the provisions of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the Owners in the proportion of their respective interests in the Common Elements and shall pay such proceeds to the Owners in such proportions upon registration of a notice of termination by the Corporation. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount due under a Certificate of Lien registered by the Corporation against such Unit, in accordance with the priorities thereof;

(c) the Board, in accordance with the provisions of the Act, determines that:

(i) there has not been substantial damage to twenty-five (25%) per cent of the building; or

(ii) there has been substantial damage to twenty-five (25%) per cent of the building and within sixty (60) days thereafter the Owners who own eighty (80%) per cent of the Units do not vote for termination,

the Insurance Trustee shall hold all proceeds for the Corporation and Owners whose Units have been damaged as their respective interests may appear and shall disburse same in accordance with the provisions of this Declaration and the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of this Declaration and the Act.

ARTICLE IX

SHARED FACILITIES

9.1 The Control, Operations, Budgeting and Cost-Sharing of the Shared Facilities

(a) Save as otherwise provided in this Declaration to the contrary and without limiting any easement that the Condominium enjoys or is subject to, the Shared Facilities intended for pedestrian or vehicular access to and from Components of the Project or comprising loading facilities for the Project shall be used only by the Declarant and the Owners of the Units in the Condominium, and by their respective residents, tenants and invitees and by the Owners of Units in the Adjacent Components (to the extent they are entitled to use same) and by their respective tenants and invitees. Save as otherwise provided in this Declaration to the contrary, no provision contained in any of the By-laws or Rules of this Corporation shall restrict the access to, egress from and/or use of the Shared Facilities by the persons entitled thereto, save for any reasonable controls or restrictions imposed on access thereto by the Board (and by the Declarant, prior to the transfer thereof by the Declarant) for the Shared Facilities that are a unit or part of the Common Elements of the Condominium.

(b) The Corporation's share of the Shared Facilities Costs shall be calculated and paid as provided in the Shared Facilities Agreement. The budget for the Corporation shall incorporate any budget for the same period for Shared Facilities Costs prepared in accordance with the Shared Facilities Agreement by or on behalf of the Owners or parties for the time being to the Shared Facilities Agreement.

ARTICLE X.

DUTIES OF THE CORPORATION

10.1 In addition to any other duties or obligations of the Corporation set out elsewhere in this Declaration and/or specified in the By-laws of the Corporation, the Corporation shall have the following duties, namely:

(a) To assume and/or enter into the Shared Facilities Agreement (the "**SFA**") as soon as reasonably possible after the registration of this Declaration and to observe and

comply (and insofar as possible, compel the observance and/or compliance by all unit owners, residents and their respective tenants and/or invitees) with all terms and provisions contained in the SFA in addition to complying (and insofar as possible compelling the observance and/or compliance by all unit owners, residents and their respective tenants and/or invitees) with all of the requirements set forth in the Act, and all of the terms and provisions set forth in this Declaration and By-laws of this Corporation.

(b) To not interfere with the supply of (and insofar as the requisite services are supplied form the Corporation's property, to cause) heat, hydro, water, gas and all other requisite utility services (including such services which constitute Shared Facilities) to be provided to the Project so that same are fully functional and operable during normal or customary hours of use.

(c) To operate, maintain and keep in good repair (or cause to be operated, maintained and/or repaired) as would a prudent owner of similar premises at all times, those parts of the Common Elements of this Condominium which service or benefit or constitute the Shared Facilities.

(d) To ensure that no actions or steps are taken by or on behalf of the Corporation or by any Owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property so as to enable the Declarant and other owners of the Project to construct, complete, maintain and repair the Project.

(e) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Owner or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability to utilize portions of the Common Elements of this Condominium for its marketing/sale/construction programs in connection with the Condominium or the Future Phase Condominiums, as more particularly set out in the foregoing provisions of this Declaration.

(f) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by an Owner, or their respective tenants or invitees which would prohibit, limit or restrict the access to, egress from and/or use any easement or Service Units enjoyed by the Project and/or their respective residents, tenants and invitees as more particularly set out in the foregoing provisions of this Declaration.

(g) To pay on a monthly basis, the Corporation's share of the Shared Facilities Costs, as more particularly set out in the foregoing provisions of this Declaration and as provided for in the SFA.

(h) To execute forthwith upon the request of the Declarant following the transfer of title to the Service Units such documents, releases and assurances as the Declarant may reasonably require in order to evidence and confirm the formal cessation of all the Declarant's liabilities and obligations with respect to the Shared Facilities (as same relate to the Condominium and for which the Declarant was responsible for prior to the registration of the Condominium).

(i) To accept and register the transfer/deed from the Declarant of this Corporation's Proportionate Shared Unit Interest and/or an undivided interest in the Service Units (in accordance with, and at the time(s) contemplated by, the foregoing provisions of this Declaration) and to complete and execute all requisite documentation and affidavits necessary to effect the registration of such conveyance, all without cost to the Declarant.

(j) To execute upon the request of the Declarant, a release and abandonment of any easement enjoyed by this Condominium and created pursuant to this Declaration or pursuant to the SFA through any area that is ultimately part of any of the Adjacent Components such that this Condominium will continue to enjoy its easement rights with respect to those portions of the Adjacent Components that are reasonably necessary for the continued use and enjoyment of such easements and this Condominium shall complete and execute all requisite documentation and affidavits necessary to effect the registration of such release and abandonment of easements.

(k) The Board shall, after notification thereof, adopt without amendment and be bound by, all decisions of the parties to the SFA in connection with matters dealt with in the SFA as if such decisions where made by the Board itself, including decisions with respect to the determination of the Shared Facilities Costs.

(l) To enter into, abide by and comply with, the terms and provisions of any outstanding subdivision, condominium, site plan, development or similar agreements (as well enter into a formal assumption agreement with the City of Ottawa or other Governmental Authorities relating thereto, if so required by the City of Ottawa or other Governmental Authorities).

(m) In the event that the Corporation decides to carry out a technical audit (the "**Technical Audit**") at any time within the first seven (7) years following the date of registration of the Declaration, then the Corporation shall have a duty to:

(i) permit the Declarant's authorized employees, agents and representatives to accompany (and confer with) the engineer(s) or consultant(s) retained to carry out the Technical Audit for the Corporation (the "**Technical Engineer**") while same is being conducted and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of same; and

(ii) permit the Declarant's authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Technical Engineer in connection with the Technical Audit (if the Declarant chooses to do so);

for the purposes of facilitating and expediting the rectification and audit process (by bringing all matters requiring rectification to the immediate attention of the Declarant so that same may be promptly dealt with) and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Technical Engineer prior to the finalization of the Technical Audit.

(n) To take all reasonable steps to collect from each unit owner his or her proportionate share of the common expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each Unit in respect of which the owner has defaulted in the payment of common expenses.

(o) To grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or cable televison operators, over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and cable television service to each of the units in the Condominium and if so requested by the grantees of such easements, to enter into (and abide by the terms and provisions of) an agreement with the utility and/or cable television suppliers pertaining to the provision of their services to the Condominium and for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing.

(p) To enact such By-laws and undertake all such other action as may be required from time to time to authorize the grant of an easement or licence in favour of the Declarant or such other person(s) as the Declarant may direct to permit the Common Elements to be used for signage purposes if the Declarant is unable to provide for signage units as part of the unit structure of the Condominium.

(q) To take all actions reasonably necessary as may be required to fulfil any of the Corporation's duties and obligations pursuant to this Declaration.

ARTICLE XI.

GENERAL MATTERS AND ADMINISTRATION

11.1 Rights of Entry to the Unit

(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 over which any Owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the Property or any part thereof or carrying out any duty imposed upon the Corporation.

(b) The Corporation, its agents or any other person authorized by the Board shall be entitled to enter where necessary, any Unit or any part of the common elements over which the owners of such units have the exclusive use at such reasonable time(s) to facilitate window washing. Owners shall not obstruct nor impede access to window washing anchors located within exclusive use Common Elements.

(c) In case of an emergency, an agent of the Corporation may enter a Unit at any time and this provision constitutes notice to enter the Unit in accordance with the Act for the purpose of repairing the Unit, Common Elements, including any part of the Common Elements over which any Owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists.

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

(e) The Corporation shall retain a master key to all locks controlling entry into each Unit and Bicycle/Storage Unit. No owner shall change any lock, or place any additional locks on the door(s) leading directly into his or her Unit or Bicycle/Storage Unit (nor on any doors within said Unit), nor with respect to any door(s) leading to any part of the exclusive use common element areas appurtenant to such owner's Unit, without the prior written consent of the Board. Where such consent has been granted by the Board, said owner shall forthwith provide the Corporation with keys to all new locks (as well as keys to all additional locks) so installed, and all such new or additional locks shall be keyed to the Corporation's master key entry system.

(f) 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.

11.2 Invalidity

Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

11.3 Waiver

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.

11.4 Interpretation of Declaration

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

11.5 Headings

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

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

DATED at Ottawa, this 1 day of April, 2004.

URBAN CAPITAL (YORK) INC.

Per: _____ c/s
Name: Dave Wex
Title: President

Per: _____ c/s
Name:
Title:

I/We have authority to bind the Corporation

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SCHEDULE "A"

LEGAL DESCRIPTION

P.I.N. 04214-0182

Part of Lots3, 4 and 5, on the East side of Cumberland Street, Registered Plan 42482, City of Ottawa, being Parts 3 and 4 on Plan 4R-18541.

SUBJECT TO an easement over Parts 3 and 4, Plan 4R- 18541 in favour of Rogers Cable Inc. as set out in OC 228691.

SUBJECT TO an easement over Parts 3 and 4, Plan 4R- 18541 in favour of Bell Canada as set out in OC 248146.

TOGETHER WITH Right of Way and Easement over Ottawa Carleton Standard Condominium 668 as set out in OC 258121.

RESERVING rights of way and easements in favour of the owners, their successors and assigns of Part of Lots 5 and 6, east of Cumberland Street, and Part of Lot 27, south of York Street, Registered Plan 42482, City of Ottawa, being all of Ottawa Carleton Standard Condominium 668, hereafter referred to as "Parcel 2", which said rights of ways and easements are as follows:

a) in, over, along and through the roadways and sidewalks situate within the Common Elements of this Condominium on Levels 1, A and B, for the purposes of providing vehicular and pedestrian ingress and egress including, but not limited to, personal, maintenance, delivery, and removal vehicles necessary to the operation of " Parcel 2".

b) in and through the Common Elements of this Condominium on Levels A and B ,for the access of persons, materials, vehicles and equipment necessary for the connection to, maintenance, repair, operation, installation, and reconstruction of any sanitary sewers and water mains, all of which are situate within the Common Elements of this Condominium on Level A and B and which are necessary to the operation of the building situate within "Parcel 2".

(These easements are created Pursuant to subsection 20(2) of the Condominium Act, 1998. reference should be made to paragraph 1.8 of Article 1 of the Declaration).

RESERVING rights of way and easements in favour of the owners, their successors and assigns of Part of Lots 3, 4 and 5, east of Cumberland Street, Registered Plan 42482, City of Ottawa being Parts 1 and 2 on Plan 4R-19361, being all of PIN 04214-0187, hereafter referred to as "Parcel 3", which said rights of ways and easements are as follows:

a) in, over, along and through the roadways and sidewalks situate within the Common Elements of this Condominium on Levels 1, A and B, for the purposes of providing vehicular and pedestrian ingress and egress including, but not limited to, personal, maintenance, delivery, and removal vehicles necessary to the operation of " Parcel 3".

b) in and through the Common Elements of this Condominium on Levels A and B, for the access of persons, materials, vehicles and equipment necessary for the connection to, maintenance, repair, operation, installation, and reconstruction of any sanitary sewers and water mains, all of which are situate within the Common Elements of this Condominium on Level A and B and which are necessary to the operation of the building situate within "Parcel 3".

(These easements are created Pursuant to subsection 20(2) of the Condominium Act, 1998. reference should be made to paragraph 1.8 of Article 1 of the Declaration).

SUBJECT TO an easement in favour of the owner(s) of Parcel 3, its successors and assigns, for themselves and for the benefit of their tenants, customers, employees, servants, agents, invitees and licensees and for the employees, servants, agents, invitees and licensees of their tenants over the Common Elements of this Condominium to permit the installation and maintenance of shoring, piles and tie backs, where practical, within the common elements to facilitate the construction of buildings on Parcel 3..

(This easement is created pursuant to Subsection 20(2) of the Condominium Act, 1998. Reference should be made to paragraph 1.8 of Article 1 of the Declaration).

SOLICITOR'S CERTIFICATE

I, Michael Baum, solicitor for Urban Capital (York) Inc., the registered owner of the above-noted property, hereby state that in my opinion, based upon the parcel register or abstract index and the plans and documents recorded in them, the legal description is correct, the easements described above will exist in law upon the registration of the Declaration and Description and the declarant is the registered owner of the land and appurtenant interests.

Dated at Toronto, this 7 day of April 2004.

Michael J. Baum

SCHEDULE "B"

CONSENT

(under clause 7(2)(b) of the *Condominium Act, 1998*)

1. Laurentian Bank of Canada has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number OC60961 in the Land Titles Division of Ottawa-Carleton (No. 4).

2 Laurentian Bank of Canada consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.

3. Laurentian Bank of Canada postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.

4. Laurentian Bank of Canada is entitled by law to grant this consent and postponement.

DATED this 2nd day of April, 2004.

LAURENTIAN BANK OF CANADA

Per: _____
Name: NEIL GREER
Title: Assistant Vice President

Per: _____
Name: Wendy Spinney
Title: Senior Manager

I/We have the authority to bind the Corporation.

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SCHEDULE "B"

CONSENT

(under clause 7(2)(b) of the *Condominium Act, 1998*)

1. Tamarack (East Market) Corporation has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number OC61162 in the Land Titles Division of Ottawa-Carleton (No. 4).

2 Tamarack (East Market) Corporation consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.

3. Tamarack (East Market) Corporation postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.

4. Tamarack (East Market) Corporation is entitled by law to grant this consent and postponement.

DATED this 2nd day of April, 2004.

TAMARACK (EAST MARKET) CORPORATION

Per: _____
Name: Terry Taggart
Title: Vice President

Per: _____
Name: Chris Taggart
Title: Vice-President

I/We have the authority to bind the Corporation.

SCHEDULE "B"

CONSENT

(under clause 7(2)(b) of the *Condominium Act, 1998*)

1. Laurentian Bank of Canada has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number OC175215 in the Land Titles Division of Ottawa-Carleton (No. 4).

2 Laurentian Bank of Canada consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.

3. Laurentian Bank of Canada postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.

4. Laurentian Bank of Canada is entitled by law to grant this consent and postponement.

DATED this 2nd day of April, 2004.

LAURENTIAN BANK OF CANADA

Per: _____
Name: NEIL GREER
Title: Assistant Vice President

Per: _____
Name:
Title: Wendy Spinney
Senior Manager

I/We have the authority to bind the Corporation.

SCHEDULE "B"

CONSENT

(under clause 7(2)(b) of the *Condominium Act, 1998*)

1. St. Paul Guarantee Insurance Company have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number OC189225 in the Land Titles Division of Ottawa-Carleton (No. 4).

3 St. Paul Guarantee Insurance Company consents 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.

4. St. Paul Guarantee Insurance Company postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.

4. St. Paul Guarantee Insurance Company are entitled by law to grant this consent and postponement.

DATED this 25th day of March, 2004.

ST. PAUL GUARANTEE INSURANCE COMPANY

Per: _____
Name: Howard Freedman, Asst. Vice Pres
Title:

Per: _____
Name: Sam Emanuelidis
Title:

I/We have the authority ~~to bind the Corporation~~.

SCHEDULE "C"
UNIT BOUNDARY MONUMENTATION

The boundaries of the Units are controlled by the physical surfaces hereinafter referred to and shown on sheets 1 to 7 inclusive, Part 1 of the description and hereinafter referred to:

A. **RESIDENTIAL UNITS** applicable to Units 1 and 2, Level 1, Units 1 to 12, Level 2 and all Units on Levels 3 to 10, both inclusive.

1. VERTICAL BOUNDARIES

The Units are limited horizontally by the following physical surfaces:

a) The backside of the visible drywall on the exterior walls, concrete or steel frame load bearing walls, steel or concrete columns, walls separating the Units from other Units and its production, where applicable.

b) The unfinished unit side surface of window frames and inner surface of the window glass in the exterior wall of the Units.

c) The unfinished unit side surface of exterior doorframes and exterior doors in the closed position, and the inner surface of any glass panels therein.

2. HORIZONTAL BOUNDARIES

The Units are limited vertically by the following physical surfaces:

a) The lower boundary is the unfinished upper surface of the poured concrete floor slab beneath the Units.

b) The upper boundary is the lower surface of the exposed poured concrete ceiling slab.

B. **BICYCLE/ STORAGE UNITS** (Units 35 to 39, Level A; Units 32 to 36, Level B; and Units 4 to 67, Level 1, all inclusive)
EXTERIOR AMENITY UNIT (Unit 71, Level 1)
INTERIOR CORRIDORUNIT (Unit 70, Level 1)
INTERIOR AMENITY UNITS (Unit 3, 68 and 69, Level 1)
FHC VESTIBULE UNIT (Unit 13, Level 2)

1. VERTICAL BOUNDARIES

The Units are limited horizontally by the following physical surfaces:

a) The unfinished unitside surface of the poured concrete walls or concrete block walls, enclosing the exterior walls, walls separating the Units from the

common elements and walls separating the Units from other units and its production where applicable;

b) The vertical plane formed by the exposed surface of the wire mesh (applicable to Bicycle/Storage Units).

2. HORIZONTAL BOUNDARIES

The Units are limited vertically by the following physical surfaces:

a) The upper surface of the poured concrete floor slab beneath the Unit;

b) The lower surface of the exposed wire mesh (applicable to Bicycle/Storage Units).

D. PARKING UNITS (Units 1 to 34, Level A, and Units 1 to 31, Level B all inclusive)

1. VERTICAL BOUNDARIES

The Unit is limited horizontally by the following physical surfaces:

a) The unfinished Unit side surface of the poured concrete walls, columns and concrete block walls;

b) The vertical plane of the line & face, and production of the poured concrete columns;

c) The vertical planes of the centre line productions of the poured concrete walls and columns;

d) The vertical planes controlled by measurements from the poured concrete walls, column, and centre line of walls and columns as shown on sheets 2 and 3, Part 1 of the description.

2. HORIZONTAL BOUNDARIES:

The units are limited vertically by the following physical surfaces:

a) The lower unit shall be the unfinished upper surface of the poured concrete floor slab beneath the Unit.

b) The upper limit shall be the horizontal plane perpendicularly distant 0.6 meters below the lower surface of the poured concrete ceiling slab above the unit.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY that the written description of the measurements and boundaries of the Units contained herein accurately correspond with the diagrams of the Units shown on Part 1, Sheets 1-7 of the Description.

Dated at Ottawa, this 6th day of April, 2004

WEBSTER & SIMMONDS SURVEYING LIMITED

W. Bruce Clark
Ontario Land Surveyor

Schedule "D" - Common Element Allocation

Level No.	Unit No.	Percentage Contribution to Common Expenses and Interest in Common Elements
A	1	0.0980%
A	2	0.0980%
A	3	0.0980%
A	4	0.0980%
A	5	0.0980%
A	6	0.0980%
A	7	0.0980%
A	8	0.0980%
A	9	0.0980%
A	10	0.0980%
A	11	0.0980%
A	12	0.0980%
A	13	0.0980%
A	14	0.0980%
A	15	0.0980%
A	16	0.0980%
A	17	0.0980%
A	18	0.0980%
A	19	0.0980%
A	20	0.0980%
A	21	0.0980%
A	22	0.0980%
A	23	0.0980%
A	24	0.0980%
A	25	0.0980%
A	26	0.0980%
A	27	0.0980%
A	28	0.0980%
A	29	0.0980%
A	30	0.0980%
A	31	0.0980%
A	32	0.0980%
A	33	0.0980%
A	34	0.0980%
A	35	0.0275%
A	36	0.0275%
A	37	0.0275%
A	38	0.0275%
A	39	0.0275%
B	1	0.0980%
B	2	0.0980%
B	3	0.0980%
B	4	0.0980%
B	5	0.0980%
B	6	0.0980%
B	7	0.0980%
B	8	0.0980%
B	9	0.0980%
B	10	0.0980%
B	11	0.0980%
B	12	0.0980%
B	13	0.0980%
B	14	0.0980%
B	15	0.0980%
B	16	0.0980%
B	17	0.0980%
B	18	0.0980%
B	19	0.0980%
B	20	0.0980%
B	21	0.0980%
B	22	0.0980%
B	23	0.0980%
B	24	0.0980%
B	25	0.0980%
B	26	0.0980%
B	27	0.0980%
B	28	0.0980%
B	29	0.0980%
B	30	0.0980%
B	31	0.0980%
B	32	0.0275%
B	33	0.0275%
B	34	0.0275%
B	35	0.0275%
B	36	0.0275%
1	1	0.6636%
1	2	0.8906%
1	3	0.0001%
1	4	0.0274%
1	5	0.0274%
1	6	0.0274%
1	7	0.0274%
1	8	0.0274%
1	9	0.0274%
1	10	0.0274%
1	11	0.0274%
1	12	0.0274%
1	13	0.0274%
1	14	0.0274%
1	15	0.0274%
1	16	0.0274%
1	17	0.0274%
1	18	0.0274%
1	19	0.0274%
1	20	0.0274%
1	21	0.0274%
1	22	0.0274%
1	23	0.0274%
1	24	0.0274%
1	25	0.0274%
1	26	0.0274%
1	27	0.0274%
1	28	0.0274%
1	29	0.0274%
1	30	0.0274%
1	31	0.0274%
1	32	0.0274%
1	33	0.0274%
1	34	0.0274%
1	35	0.0274%
1	36	0.0274%
1	37	0.0274%
1	38	0.0274%
1	39	0.0274%
1	40	0.0274%
1	41	0.0274%
1	42	0.0274%
1	43	0.0274%
1	44	0.0274%
1	45	0.0274%
1	46	0.0274%
1	47	0.0274%
1	48	0.0274%
1	49	0.0274%
1	50	0.0274%
1	51	0.0274%
1	52	0.0274%
1	53	0.0274%
1	54	0.0274%
1	55	0.0274%
1	56	0.0274%
1	57	0.0274%
1	58	0.0274%
1	59	0.0274%
1	60	0.0274%
1	61	0.0274%
1	62	0.0274%
1	63	0.0274%
1	64	0.0274%
1	65	0.0274%
1	66	0.0274%
1	67	0.0274%
1	68	0.0001%
1	69	0.0001%
1	70	0.0001%
1	71	0.0001%

Schedule "D" - Common Element Allocation

Level No.	Unit No.	Percentage Contribution to Common Expenses and Interest in Common Elements
2	1	0.7496%
2	2	0.7496%
2	3	0.9592%
2	4	0.9193%
2	5	0.5563%
2	6	0.6349%
2	7	1.2124%
2	8	1.0614%
2	9	1.3072%
2	10	0.7496%
2	11	0.7496%
2	12	0.7496%
2	13	0.0001%
3	1	0.7496%
3	2	0.7496%
3	3	1.1625%
3	4	0.9193%
3	5	0.5563%
3	6	0.6636%
3	7	0.8906%
3	8	1.0614%
3	9	1.3072%
3	10	0.7496%
3	11	0.7496%
3	12	0.7496%
4	1	0.7496%
4	2	0.7496%
4	3	1.1625%
4	4	0.9193%
4	5	0.5563%
4	6	0.6636%
4	7	0.8906%
4	8	1.0614%
4	9	1.3072%
4	10	0.7496%
4	11	0.7496%
4	12	0.7496%
5	1	0.7496%
5	2	0.7496%
5	3	1.1625%
5	4	0.9193%
5	5	0.5563%
5	6	0.6636%
5	7	0.8906%
5	8	1.0614%
5	9	1.3072%
5	10	0.7496%
5	11	0.7496%
5	12	0.7496%
6	1	0.7496%
6	2	0.7496%
6	3	1.1625%
6	4	0.9193%
6	5	0.5563%
6	6	0.6636%
6	7	0.8906%
6	8	1.0614%
6	9	1.3072%
6	10	0.7496%
6	11	0.7496%
6	12	0.7496%
7	1	0.7496%
7	2	0.7496%
7	3	1.1625%
7	4	0.9193%
7	5	0.5563%
7	6	0.6636%
7	7	0.8906%
7	8	1.0614%
7	9	1.3072%
7	10	0.7496%
7	11	0.7496%
7	12	0.7496%
8	1	0.7496%
8	2	0.7496%
8	3	1.1625%
8	4	0.9193%
8	5	0.5563%
8	6	0.6636%
8	7	0.8906%
8	8	1.0614%
8	9	1.3072%
8	10	0.7496%
8	11	0.7496%
8	12	0.7496%
9	1	1.6066%
9	2	2.0232%
9	3	1.7276%
9	4	1.0815%
9	5	1.0703%
9	6	1.0503%
9	7	1.4070%
9	8	1.3595%
9	9	1.4893%
9	10	1.6065%
10	1	1.6115%
10	2	1.7612%
	Total	**100.0000%**

SCHEDULE "E"

SPECIFICATION OF COMMON EXPENSES

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

(a) all sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act or this Declaration and By-laws of the Corporation or other law or by agreement;

(b) all sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:

i) insurance premiums;
ii) water and sewage and electricity respecting Common Elements;
iii) waste disposal and garbage collection;
iv) maintenance materials, tools and supplies;
v) snow removal for Common Elements and Parking Units and landscaping;
vi) fuel, including gas, oil and hydro electricity unless metered separately for a Unit;
vii) the recreational facilities;
viii) the Shared Facilities Agreement; and
ix) expenses incurred with respect to the obligations of the Corporation, if any, pursuant to the Shared Facilities Agreement and other agreements set out in the Disclosure Statement affecting this Corporation;

(c) all sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager;

(d) all sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the Common Elements;

(e) all sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;

(f) the cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof;

(g) the cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation;

(h) the fees and disbursements of the Insurance Trustee, if any, and of obtaining insurance appraisals;

(i) the cost of maintaining fidelity bonds as provided by By-law;

(j) all sums required to be paid to the reserve or contingency fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation;

(k) all sums required to fulfill the obligations of the Shared Facilities Agreement

SCHEDULE "F"

NONE

SCHEDULE "G"

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

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

I certify that: 333 CUMBERLAND STREET, OTTAWA, ON

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

(Check whichever boxes are applicable)

1. ☑ The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.

2. ☑ Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.

3. ☑ Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.

4. ☑ All underground garages have walls and floor assemblies in place.

OR

N/A There are no underground garages.

5. ☑ All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

N/A There are no elevating devices as defined in the *Elevating Devices Act* except for elevating devices contained wholly in a unit and designed for use only within the unit.

6. N/A All installations with respect to the provision of water and sewage services are in place.

7. N/A All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.

8. N/A All installations with respect to the provision of air conditioning are in place.

OR

N/A There are no installations with respect to the provision of air conditioning.

9. N/A All installations with respect to the provision of electricity are in place.

10. N/A 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 or outdoor swimming pools.

11 ☑ Except as otherwise specified in the regulations, the boundaries of the units are [illegible] plaster or other final

covering, and perimeter doors are in place.

DATED this 31 day of MARCH, 2004.

CORE ARCHITECTS INC.

Per: _____

Name: DAN PIETTI
Title: Architect

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SCHEDULE "G"

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

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

I certify that:

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

(Check whichever boxes are applicable)

1. ☐ The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.

2. ☐ Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.

3. ☐ Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.

4. ☐ All underground garages have walls and floor assemblies in place.

OR

☐ There are no underground garages.

5. ☐ All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

☐ There are no elevating devices as defined in the *Elevating Devices Act* except for elevating devices contained wholly in a unit and designed for use only within the unit.

6. ☒ All installations with respect to the provision of water and sewage services are in place.

7. ☒ All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.

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

OR

☐ There are no installations with respect to the provision of air conditioning.

9. ☒ All installations with respect to the provision of electricity are in place.

10. ☐ All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

☐ There are no indoor or outdoor swimming pools.

11. ☐ Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

DATED this 25 day of MARCH, 2004.

MCW CONSULTANTS LTD.
Per:

Name: DAVID C BELLAMY
Title: Engineer

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