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OTTAWA-CARLETON (4)

DECLARATION

CONDOMINIUM ACT, 1998

OTTAWA-CARLETON Standard CONDOMINIUM PLAN NO. 769

NEW PROPERTY IDENTIFIER'S BLOCK 15769

RECENTLY: 4053-584, 4053-594

DECLARANT: Urbandale Riverside Gate Inc

SOLICITOR: Elizabeth A. Maiden

ADDRESS:

900-427 Laurier Avenue West

Ottawa, Ontario

K1R 7Y2

PHONE: 613-236-0111

FAX: 613-

No. OF UNITS

494

FEES:

\$70.00 + (\$5.00 x (number of unit) = \$ 2540.00.

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT, 1998

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of the Condominium Act, 1998, as amended, and the regulations made thereunder (all of which are hereinafter referred to as the "Act") by:

URBANDALE RIVERSIDE GATE INC.

a company incorporated under the laws of the Province of Ontario (hereinafter referred to as the "Declarant").

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the City of Ottawa and being more particularly described in Schedule "A" and in the description submitted herewith by the Declarant for registration in accordance with section 7 of the Act (the "Property");

AND WHEREAS the Declarant has constructed on the Property, a development containing one hundred and forty-four (144) dwelling units, one hundred and forty-four (144) storage units, two hundred and six (206) parking units and one hundred and forty-six (146) storage lockers which the Declarant intends to be governed by the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

1 INTRODUCTORY

- 1.1 Interpretation. Unless the context otherwise requires the terms used herein shall have ascribed to them the meaning contained in the Act. The following terms shall have the following meanings:
- (a) "Adjacent Lands" means those lands located in the City of Ottawa and being composed of part of Lot 3, Concession 2, Rideau Front, designated as Part 1 on Plan 4R-18690;
 - (b) "Adjacent Condominium Corporation" means the land and the buildings previously developed and registered by the Declarant as Ottawa-Carleton Standard Condominium Corporation No. 667 on the Adjacent Lands;
 - (c) "Board" shall mean the board of directors of the condominium corporation;
 - (d) "Corporation" shall mean the condominium corporation created upon the registration of the Declaration and of the description under the Act;
 - (e) "Shared Facilities" means the gatehouse, access roads and pathways, swimming pool, tennis courts and visitor parking areas located on the Shared Land together with all services and utilities to the Shared Facilities;
 - (f) "Shared Land" means those lands on or under which the Shared Facilities are located, including Unit 1, Level 1 and Unit 2, Level 1, Ottawa-Carleton Standard Condominium Plan No. 667 and all other common areas as outlined in the Shared Facilities Agreement;
 - (g) "unit" means a part or parts of the land included in the description and designated as a unit by the description, and comprises the space enclosed by its boundaries and all the material parts of the land within this space in accordance with this Declaration and the description.
 - (h) Statement of Intention. The Declarant intends that the lands and interests appurtenant to the lands described in Schedule "A" of the Declaration be governed by the Act, and any amendments thereto. The registration of this Declaration and the description will create a freehold standard condominium as defined in the Act.

- (i) Consent of Encumbrancers. The consent of all persons having registered encumbrances against the Property or interest appurtenant to the Property in Schedule "A" is contained in Schedule "B" attached hereto.
- (j) Boundaries of Units and Monuments. The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of the units in Schedule "C" attached hereto.
- (k) Common Interests and Common Expenses. Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners and shall contribute to the common expenses in the proportions set forth opposite each unit number in Schedule "D" attached hereto.
- (l) Address for Service. The Corporation's address for service and mailing address shall be:

3580 Rivergate Way
Ottawa, Ontario
K1V 1V5

or such other address as the Corporation may determine in accordance with the provisions of the Act.

2 COMMON EXPENSES

- 2.1 Payment of Common Expenses. Each owner, including the Declarant, shall pay to the Corporation a proportionate share of the common expenses, as may be provided for by the by-laws of the Corporation, and the assessment and collection of contributions toward the common expenses may be regulated by the Board pursuant to the by-laws of the Corporation. Common expenses shall include the expenses listed in Schedule "E" attached hereto.

3 COMMON ELEMENTS

- 3.1 Use of Common Elements. Subject to the provisions of the Act, this Declaration and the by-laws, and any rules and regulations passed pursuant thereto, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided. No part of the common elements may be used for commercial or other purposes not ancillary to residential purposes.
- 3.2 Exclusive Use Areas. Those areas of the common elements over which certain owners have exclusive use are set out in Schedule "F" attached hereto, and as shown on Part 2 of 4 Parts, Sheet 1 of the description.
- 3.3 Restrictive Access. Without the consent in writing of the Board, no owner shall have any right of access to those parts of the common elements used from time to time as utility areas or for operating machinery, or any other parts of the common elements used for the care, maintenance or operation of the Property.
- 3.4 Substantial Change to Property.
 - (a) The Corporation may by vote of owners who own sixty-six and two thirds percent (66 2/3%) of the units make any substantial addition, alteration or improvement to or renovation of the common elements or make any substantial change in the assets of the Corporation in accordance with the applicable provincial and municipal legislation and other governing by-laws, rules and regulations.
 - (b) The provisions of the Act govern all other alterations, additions and improvements to or renovation of the common elements or change in the assets of the Corporation.

- (c) The provisions of the Act govern the determination as to whether any addition, alteration or improvement to, or renovation of the common elements, or any change in the assets of the Corporation is substantial.

4 UNITS

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

- (a) The dwelling units shall be occupied and used for residential purposes as defined in and in conformity with the zoning and property standards by-laws of the City of Ottawa and for no other purpose.
- (b) No unit shall be occupied or used by any one in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance referred to in this Declaration. Should the occupation or use of a unit result in an increase of premium payable by the Corporation for any policy or policies of insurance, then the owner of such unit shall be liable to the Corporation for the increased premium payable which shall be charged back to the owner as additional contributions towards common expenses and shall be recoverable as such or recoverable by any other procedure the Corporation elects. The owner of each unit shall comply and shall require all residents, occupants and visitors to his or her unit to comply with the Act, this Declaration, and the by-laws, and the rules and regulations passed pursuant thereto.
- (c) No owner of a unit, other than the Declarant, shall lease the unit unless an agreement is executed by the tenant and delivered to the Corporation to the following effect:

I, covenant and agree that I, the members of my household, my guests and my invitees from time to time, will, in using the unit rented by me and the common elements, comply with the Condominium Act, the Declaration, the by-laws, and all rules and regulations of the condominium corporation, during the term of my tenancy.

- (d) 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. Any owners leasing their unit shall not be relieved from any of their obligations with respect to the unit which shall be joint and several with their tenant.
- (e) Save and except for interior decorating and minor alterations of a cosmetic nature, no owner shall make any change or alteration to the unit, including any alteration of load bearing walls or walls containing service conduits which service other units, without the written consent of the Board.
- (f) No owner shall make any change to an installation upon the common elements, or maintain, decorate, alter, repair or landscape any part of the common elements or the owner's exclusive use common elements, without the prior written consent of the Board and entering into an agreement with the Corporation if required under the Act, except for maintenance of those parts of the common elements which the owner has the duty to maintain.
- (g) Notwithstanding any by-law or rule of the Corporation to the contrary, the Declarant shall be entitled to erect and maintain signs, flags, displays and sales areas for marketing, rental and sales purposes including a sales and/or rental office and models for display and sales purposes relating to proposed or existing units of the Property or other similar proposed or existing units belonging to the Declarant not located on the Property, upon the common elements and within or outside any unsold units on the Property, pursuant to the Declarant's ongoing marketing program, at such location and having such

dimensions as the Declarant may determine in its sole discretion until all units of the Property are sold and conveyed by the Declarant. Other than for these purposes, no signs may be erected on the common elements nor displayed within or outside any units. The Declarant, its sales personnel, agents, invitees and tenants are entitled to use the common elements for access to and egress from the units including model suites, rental and/or sales offices and to show the common elements to prospective purchasers and tenants of the Corporation and of any other similar projects of the Declarant and will have the use of a minimum of four (4) visitors' parking spaces for the exclusive use of the Declarant's staff and visitors and such further parking as the Declarant may require at a location or locations to be determined by the Declarant in its sole discretion, and may park upon any unallocated parking spaces on the Property, until such time as all of the units of the Property are sold and conveyed. The Declarant is entitled to use any unoccupied unit for purposes incidental to the sale, conveyance, rental or construction of the units of the Property or of any other similar projects of the Declarant.

- (h) Notwithstanding anything herein or any rule or regulation of the Corporation to the contrary, the Declarant as well as any company affiliated with the Declarant, or other person approved in writing by the Declarant shall be irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy, to sell, lease, rent or transfer units owned by the Declarant or such person, as the case may be, for any period and under any terms to any tenants, purchasers or transferees without the consent of any person including the Corporation being required.
- (i) It is the intent of this sub-paragraph (i) that neither the Corporation nor the Board shall interfere with the construction, sale, lease, rent or transfer of such units by the Declarant. Accordingly, any rule or regulation adopted either by the Board or the Corporation which is inconsistent with the intent of this paragraph shall be null and void. The costs of any action concerning the enforcement of any rights hereunder shall be borne by the party against whom a judgment is rendered. The Declarant (and any person or affiliated company designated by the Declarant as above provided) shall at all times act fairly and reasonably in its exercise of the rights reserved by this subsection.

4.2 Parking Units.

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

4.3 Storage Units and Storage Lockers.

- (a) The storage units and storage lockers shall be used only for the storage of personal effects which shall not constitute a nuisance or danger to the other owners, the units and the common elements. No storage unit or storage locker shall be used for the storage of plants, fresh food, gasoline, propane, cleaning materials or other combustible or inflammable substances nor for any motorized recreational equipment.
- (b) The Board may, from time to time, make and pass other Rules and Regulations regarding the use of storage units and storage lockers.
- (c) No owner of a storage unit shall sell, transfer, gift or otherwise dispose of same except to the Corporation, or to an owner of a dwelling unit in this condominium or in the Adjacent Condominium Corporation or to the Declarant. No storage unit or storage locker may be leased or licensed, either in writing or otherwise, except to any owner, tenant or licensee of a dwelling unit in this condominium or the Adjacent Condominium Corporation, the Corporation, or the Declarant. The term of any lease or license of a storage unit or storage locker to a tenant or licensee of a dwelling shall not extend beyond the term of the tenancy or license of such dwelling unit.

4.4 Pool Building and Exterior Unit. In the Adjacent Condominium Corporation, the Pool Building is designated as Unit 1, Level 1 and the Exterior Unit is designated as Unit 2, Level 1 each on Ottawa-Carleton Standard Condominium Plan No. 667. Owners of dwelling units shall have the right to use these facilities in accordance with the terms of the Shared Facilities Agreement set out in Section 8 of this Declaration.

4.5 Rights of Entry.

- (a) The Corporation, or any insurer of the Property, their respective agents, or any other person authorized by the Board, shall be entitled to enter any unit at all reasonable times upon giving reasonable notice for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the Property, or carrying out any duty imposed upon the Corporation.
- (b) In case of an emergency, an agent of the Corporation may enter a unit at any time and without notice, for the purpose of repairing the unit, common elements or part of the common elements or for the purpose of correcting any condition which might result in damage or loss to the Property including without limiting the generality of the foregoing to access, maintain, repair or replace the shut off valves and common pipes providing water service for the benefit of more than one unit. The Corporation or any one authorized by it may determine whether an emergency exists.
- (c) If an owner is not personally present to grant entry to the unit, the Corporation or its agents, may enter upon such unit, provided that they firstly take reasonable steps to obtain permission from the owner or occupant of such unit and provided that they exercise courtesy and reasonable care in conducting the activity which requires their entry into such unit.
- (d) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any unit except as specifically provided in this Declaration or the by-laws.

4.6 Unit Boundaries. Notwithstanding anything contained herein to the contrary, the parking units, storage units and dwelling units do not include any pipes, wires, ducts or equipment relating to the provision of services to more than one unit.

5 MAINTENANCE AND REPAIRS

- 5.1 Repairs and Maintenance by Owner. Subject to the provisions of s.123 of the Act and this Declaration, Owners shall maintain their dwelling units and repair or replace all components in their dwelling units upon failure from normal wear and tear, or where such components are at the end of their life cycle, at their own expense. In addition, in accordance with s. 89(2) of the Act, all owners' shall repair all improvements made to their dwelling units. Repairs and maintenance of dwelling units shall be performed by owners to a standard and using materials consistent with the quality of those used in the original construction thereof and as may be otherwise required by the Board of Directors. In addition owners shall:
- (a) at all times maintain heat in their dwelling units above the freezing temperature of water. In the event an owner defaults in payment of any hydro charges, the Corporation may pay same to prevent any discontinuance of service to the dwelling unit and such costs shall be charged back to the owner, shall be deemed to be additional contributions to the common expenses and shall be recoverable as such or recoverable by any other procedure the Corporation elects;
 - (b) keep their parking units free of debris;
 - (c) be responsible for cleaning the balconies to which they have sole access;
 - (d) maintain the interior surface of doors which provide the means of ingress and egress from their unit and maintain the interior surface of windows, door frames and window frames and window screens whether such doors and windows are part of a unit or part of the common elements;
 - (e) maintain those areas of the common elements of which the owners have exclusive use, namely the storage lockers and balconies.

Notwithstanding the foregoing, the owners shall not be responsible for the maintenance and repair of the heat pump and related pipes, the smoke and heat sensors, the emergency enunciator speaker or the door closure.

- 5.2 Repairs by Corporation Where Owner Defaults. The Corporation shall make any repairs that an owner is obligated to make and that the owner does not make within a reasonable time; and in such an event, an owner shall be deemed to have consented to having repairs done by the Corporation; and an owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such sums of money shall bear interest at the rate per annum which is the prime rate of the Bank of Canada plus five percent (5%) at the time the work is done. The Corporation may collect all such sums of money in such installments as the Board may decide upon, which installments shall be added to the monthly contributions towards the common expenses of such owner, after receipt of a notice from the Corporation thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such or recoverable by any other procedure the Corporation elects.
- 5.3 Repairs and Maintenance by the Corporation.
- (a) The Corporation shall maintain and repair the parking units. In addition the Corporation shall maintain and repair the common elements at its own expense except those parts of the common elements of which the owner has the exclusive use which shall be the obligation of the Corporation to repair but not to maintain. In the event repairs are required to the water-proofing membrane and traffic topping in the parking units as a result of spills or leakages the costs of such repairs shall be charged back to the owner of the parking unit(s), and shall be deemed to be additional contributions to the common expenses and recoverable from the owner as such.

- (b) The Corporation shall maintain and repair the heat pumps in the units and related piping, the smoke and heat sensors, the emergency enunciator speakers and the door closures in the dwelling units.
- (c) The Corporation shall maintain and repair the Pool Building and Exterior Unit jointly with the Adjacent Condominium Corporation in accordance with the terms of the Shared Facilities Agreement set out in Section 8 of this Declaration.
- (d) The Corporation shall repair or replace the Units and any affected component after damage or failure provided that such damage or failure is as a result of an event or peril (as such term is defined in the Corporation's insurance policy) for which the Corporation has obtained insurance against. This obligation to repair or replace a Unit or its affected component does not include the obligation to repair or replace a Unit/component after normal wear and tear or a Unit/component that is at the end of its expected life cycle. The Corporation is not responsible for any maintenance, repair or replacement of improvements to the Units under any circumstance.

6 INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

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

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

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

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

- (a) the Corporation is obligated to repair any unit under paragraph 5.2 hereof, in accordance with the provisions of the Act, the insurance trustee, if one shall have been appointed, shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the insurance trust agreement, in order to satisfy the obligation of the Corporation to make such repairs;
- (b) there is no obligation by the Corporation to repair any unit in accordance with the provisions of the Act and if there is termination in accordance with the Act, the insurance trustee shall hold all proceeds for the owners in the proportion of their respective interests in the common elements and shall pay such proceeds to the owners in such proportions, upon registration of a notice of termination by the Corporation;

- (c) there is an obligation by the Corporation to repair any unit or the common elements in accordance with the provisions of the Act, the insurance trustee shall hold all proceeds for the Corporation and owners whose units have been damaged, as their respective interests may appear, in accordance with the provisions of the insurance trust agreement in order to satisfy their respective obligations to make repairs, pursuant to the provisions of Article 5 of this Declaration and the Act.

Notwithstanding anything to the contrary herein contained, any proceeds payable by the insurance trustee to an owner, in accordance with the provisions subclause 6.2(b) hereof, shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss be payable in such policy or policies of insurance and in satisfaction of the amount due under any liens registered by the Corporation against such unit.

7 INSURANCE

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

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

- (i) the Property, excluding the units,
- (ii) personal property owned by the Corporation,

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

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

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

- (i) that loss shall be payable to the insurance trustee, if any is appointed pursuant to the terms of Section 6.1(a),
- (ii) waivers of subrogation against the Corporation, its manager, agents, employees and servants and owners, and any member of the household, or guests of any owner or occupant of a unit and insurance trustee, except for arson and fraud, vehicle impact, vandalism or malicious mischief,
- (iii) that such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days' prior written notice to all parties whose interests appear thereon, and to the insurance trustee,

- (iv) all policies of insurance shall provide that the same shall be primary insurance in respect of any other insurance carried by any owner,
 - (v) a waiver of the insurer's option to repair, rebuild, or replace in the event that after damage the Corporation is terminated, and
 - (vi) reasonable deductibles not exceeding 3% of the replacement cost of the insured property,
- (c) public liability and property damage insurance insuring the liability of the Corporation and the owner from time to time, with limits to be determined by the Board but not less than \$5,000,000.00, and without right of subrogation as against the Corporation, its manager, agents, servants and employees, and as against the owners, and any member of the household or guests or any owner or occupant of a unit;
 - (d) boiler machinery insurance including motor vehicles to the extent required as the Board may from time to time deem advisable;
 - (e) past and present directors and officers liability insurance without an exclusion based on or attributable to any wrongful act in procuring, effecting and maintaining insurance, or with respect to amount, form, conditions or provision of such insurance and with limits of at least \$2,000,000.00;
 - (f) employee dishonesty insurance (form A) with the definition of "employee" to include non-compensated elected directors and officers of the Corporation, having limits sufficient to cover the exposure to loss but in no event less than \$100,000.00;
 - (g) depositor's forgery insurance with limits sufficient to cover the exposure to loss, but in no event less than \$50,000.00; and
 - (h) insurance against the liability of the Corporation resulting from a breach of duty as occupier of the common elements or land that the Corporation holds as an asset.

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

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

common elements caused by acts or omissions of the owner, or a tenant or occupant of the owner's unit.

7.3 Owner's Recommended Insurance . Owners are recommended to obtain, although it is not mandatory, insurance covering:

- (a) Additional living expenses incurred by an Owner if forced to leave his or her residential Unit by one of the hazards protected against under the Corporation's policy;
- (b) Special assessments levied by the Corporation and contingent insurance coverage in the event the Corporation's insurance is inadequate.

7.4 General Provisions.

- (a) At least every three (3) years or more often as required by legislation, or at such other time as the Board may deem advisable, and also upon the request of a mortgagee or mortgagees holding mortgages on fifty percent (50%) or more of the units, the Corporation shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the Property, for the purpose of determining the amount of insurance to be effected pursuant to paragraph 7.1 hereof and the cost of such appraisal shall be a common expense.
- (b) The Corporation, its Board, and its officers, shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment. Provided, however, that the Board may, in writing, authorize an owner to adjust any loss to his or her unit.
- (c) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent, if the mortgage itself contains a provision giving the mortgagee that right, and also to the right of any mortgagee to receive the proceeds of any insurance policy, if the Property is not repaired.
- (d) A certificate or memorandum of all insurance policies, and endorsements thereto shall be issued as soon as possible to each owner and a duplicate original or certified copy of the policy to each mortgagee; renewal certificates or certificates of new insurance policies shall be furnished to each owner and renewal certificates or certified copies of new insurance policies to each mortgagee not later than ten (10) days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the Corporation.
- (e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in the Declaration.
- (f) Should an owner use a unit in a manner which will result in an increase in the insurance premiums payable by the Corporation, then such owner shall be liable to pay such increase of the insurance premium. All payments pursuant to this clause are deemed to be additional contributions toward the common expenses and recoverable as such or by such other procedure the Corporation elects.

- (g) Any deductible loss under the Corporation's policy relating to damage to a unit shall be the responsibility of the owner of the unit and shall be added to the common expenses payable for the owner's unit. In addition, any deductible loss under the Corporation's policy relating to damage to any part of the Property which results from a negligent act or omission of the owner, or his or her guests, agents or occupants, shall be the responsibility of the owner and shall be added to the common expenses payable for the owner's unit.

8 SHARED FACILITIES AND SERVICES

- 8.1 **Ownership:** The Shared Land and the Shared Facilities shall be shared equally between this Corporation and the Adjacent Condominium Corporation. The transfer of a fifty percent (50%) interest in the Pool Building and Exterior Unit by the Declarant to the Adjacent Condominium Corporation occurred immediately after registration of its Declaration and the remaining one half interest shall be conveyed to the Corporation, as tenants in common with the Adjacent Condominium Corporation, when the declaration for the Corporation has been registered by the Declarant pursuant to the provisions of the Act.
- 8.2 **Use of Shared Facilities:** The Shared Facilities shall be occupied and used only by the Declarant and those authorized by it, the owners and occupants of any dwelling unit and their respective invitees (herein collectively called the "Permitted Users"). No provision contained in the by-laws or rules of the Corporation shall restrict the access provided to the Permitted Users pursuant to this Declaration.

Provided further that the Declarant may utilize such portions of the Shared Land determined and designated by it in its sole discretion for construction, marketing and related purposes until such time as construction has been completed of all the structures on the Property.

Notwithstanding that the transfer of ownership of the Shared Land to the Corporation may not yet have occurred, the Permitted Users shall have immediate use and enjoyment of the Shared Facilities as soon as same are completed and operational or upon occupancy of the Units by the Permitted Users, whichever is earlier, save and except those areas which are or will be used by the Declarant for sales and construction purposes as provided aforesaid.

- 8.3 **Shared Facilities Agreement** The operation of the Shared Facilities and the sharing of the cost of same is governed by an agreement between the Declarant and the Adjacent Condominium Corporation, registered as Instrument No. OC260703 on October 20, 2003. Such agreement provides for the establishment of a committee (herein referred to as the "Shared Facilities Committee") in accordance with the provisions of Bylaw No. 1 of the Corporation. The costs relating to the Shared Facilities shall be budgeted by the Shared Facilities Committee and shall include a separate reserve fund relating to the major repair and replacement of the Shared Facilities. Upon registration of the declaration for the Corporation there shall be executed an Assumption Agreement whereby the Corporation assumes the obligations and responsibilities of the Declarant under the Shared Facilities Agreement.

9 INDEMNIFICATION

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

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

10 LIABILITY FOR COSTS

- 10.1 Abatement and Restraint of Violations by Unit Owners and Liability for Costs. The owner of a unit is responsible for any cost incurred to repair:

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

In those cases where it has been determined that the responsibility for payment of the cost to repair is that of the unit owner, or where an owner requests to repair a common element him/herself, the board of directors shall approve the selection of the contractor and/or the method of repair. This decision, at the discretion of the board, shall be based on a minimum of two (2) bids, the method of repair, the meeting of standards of uniformity and consideration of the convenience of the owner(s) involved.

- 10.2 Additional Rights of Corporation. The violation of any provisions of the Act, the Declaration, the By-laws and/or the rules adopted by the board of directors, shall give the board the right, in addition to any other rights set forth in these by-laws:

- (a) to enter the unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the board shall not thereby be deemed guilty in any manner of trespass; or
- (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, including without limiting the generality of the foregoing, an application for an order for compliance by implementing such proceedings as provided for in Part IX of the Act.

- 10.3 Insurance Deductible. Pursuant to Subsections 105(2) and (3) of the Act, where any insurance policy obtained or maintained by the Corporation contains a deductible clause that limits the amount payable by the insurer, then the portion of any loss that is excluded from coverage shall be deemed a common expense, provided however that if an owner, tenant or any other person residing in the owner's unit with the permission or knowledge of the owner, by or through any 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 circumstance where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such owner's unit, together with all costs and expenses incurred by the Corporation (either directly or indirectly) in resolving such claim and/or having such damage fully rectified (including the increase in insurance premiums, if any, charged or levied against the Corporation by its insurer as a result of such claim or damage, together with all legal costs incurred by the Corporation on a solicitor and client basis) and shall be recoverable from such owner in the same manner (and upon the same terms) as unpaid common expenses.

11 GENERAL MATTERS AND ADMINISTRATION

- 11.1 Units Subject to the Act, Declaration, By-laws, Rules and Regulations. All present and future owners, tenants and residents of units, their families, guests, invitees, licensees or agents shall be subject to and shall comply with the provisions of the

Act, this Declaration, the by-laws, and any other rules and regulations of the Corporation.

The acceptance of a transfer/deed of land, or the entering into a lease, or the entering into occupancy of any unit, shall constitute an agreement that the provisions of this Declaration, the by-laws, and any other rules and regulations, as they may be amended from time to time, are accepted by such owner, tenant or resident, and all of such provisions shall be deemed and taken to be covenants running with the unit and shall bind any person having, at any time, any interest or estate in such unit as though such provisions were recited and stipulated in full in each and every such transfer/deed of land or lease or occupancy agreement.

- 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 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 **Notice.** Except as hereinbefore set forth, any notice, direction or other instrument required or permitted may be given if served personally by delivering same to the party to be served, or to any officer of the party to be served, or may be given by ordinary mail, postage prepaid, addressed to the Corporation at its address for service herein, to each owner at his or her respective unit or at such other address as is given by the owner to the Corporation for the purpose of notice, and to each mortgagee who has notified its interest to the Corporation at such address as is given by each mortgagee to the Corporation for the purpose of notice; and if mailed as aforesaid the same shall be deemed to have been received and to be effective on the first business day following the day on which it was mailed. Any owner or mortgagee may change its address for service by notice given to the Corporation in the manner aforesaid.
- 11.5 **Interpretation.** This Declaration shall be read with all changes of number and gender required by the context. The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

DATED AT OTTAWA in the City of Ottawa and Province of Ontario, this 15th day of February, 2007.

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

URBAN DALE RIVERSIDE GATE INC.

Per: _____

Name: Terry Nichols

Title: Treasurer

I have authority to bind the Corporation

SCHEDULE "A"
LEGAL DESCRIPTION

FIRSTLY: PIN 04053-0584

Part of Lot 3, Concession 2, Rideau Front, Geographical Township of Gloucester, City of Ottawa designated as Part 2 on Plan 4R-18690

SUBJECT TO an easement, as set out in Instrument No. OC207378 in favour of Rogers Cable Inc.

SUBJECT TO an easement, as set out in Instrument No. OC458767 in favour of Rogers Ottawa Limited/Limitee

SUBJECT TO an easement, as set out in Instrument No. OC656118 in favour of Bell Canada

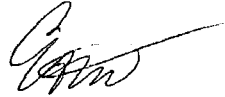
SECONDLY: PIN 04053-0594

Part of Lot 3, Concession 2, Rideau Front, Gloucester, designated as Part 1 on Plan 4R-20134, City of Ottawa

SUBJECT TO an easement, as set out in Instrument No. OC458767 in favour of Rogers Ottawa Limited/Limitee

SUBJECT TO an easement, as set out in Instrument No. OC656118 in favour of Bell Canada

In my opinion, based on the Parcel Register and the Plans and documents recorded in them, the legal description is correct, the easements described will exist in law upon the registration of the Declaration and the Description and the Declarant is the registered owner of the land and appurtenant easements.



Elizabeth A. Maiden, Solicitor

SCHEDULE "B"

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

Not Applicable



SCHEDULE 'C'
UNIT BOUNDARY DEFINITION

Each Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 4 of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below, and are illustrated on Part 1, Sheets 1 to 4 of the Description, and all dimensions shall have reference to them.

Without limiting the generality of the foregoing, the boundaries of each Unit are as follows:

RESIDENTIAL UNITS:

- A) The VERTICAL boundaries of Units 1 to 8 (both inclusive) on Levels 2 to 19 (both inclusive), are:
- 1) The backside surface of the drywall of the exterior walls of the building and of the boundary walls dividing units from other units and from common elements.
 - 2) The unitside surface of the window glass and the unfinished unitside surface of the window sash and frames of windows in the exterior walls of the unit, in the closed position.
 - 3) The unitside surface of glass in doors leading out of the unit, where applicable.
 - 4) The unfinished unitside surfaces of doors leading out of the unit, in the closed position.
 - 5) The unfinished unitside surfaces of the door frames of doors leading out of the unit.
 - 6) The above noted vertical boundaries produced across openings for pipes, ducts, vents, flues or cables, where applicable.
- B) The HORIZONTAL boundaries of Units 1 to 8 (both inclusive) on Levels 2 to 19 (both inclusive), are:
- 1) UPPER: The lower unfinished surface of the concrete slab above the Unit.
 - 2) LOWER: The upper unfinished surface of the concrete floor slab.
 - 3) The above noted horizontal boundaries produced across openings for pipes, ducts, vents, flues or cables, where applicable.

INTERIOR PARKING UNITS:

- C) The VERTICAL boundaries of Units 1 to 74 (both inclusive), Level A and Units 1 to 132 (both inclusive) Level B, are:
- 1) The finished unitside surface and plane of the concrete wall, concrete block wall or concrete column, as the case may be.
 - 2) The finished unitside surface of concrete step in the concrete ceiling slab, where applicable.
 - 3) The finished unitside surface of drywall, and/or the production of said surface of drywall, where applicable.
 - 4) The vertical plane coincident with the finished surface of concrete columns, where applicable.
 - 5) The vertical planes, set out as follows, namely:
 - a) The plane created by the production of the finished unitside surface of concrete wall or concrete block wall, as the case may be.
 - b) The plane created by joining the centres of the concrete columns and/or the production of such plane.
 - c) The plane established and controlled by distances from the aforementioned vertical boundaries.
 - 6) The above noted vertical boundaries produced across openings for pipes, ducts, vents or cables, where applicable.

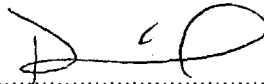
- D) The HORIZONTAL boundaries of Units 1 to 74 (both inclusive), Level A and Units 1 to 132 (both inclusive), Level B, are:
- 1) LOWER: The upper finished surface of the concrete floor slab below the unit.
 - 2) UPPER: The lower finished surface of the concrete ceiling slab above the unit.
 - 3) The above noted horizontal boundaries produced across openings for pipes, ducts, vents or cables, where applicable.

STORAGE UNITS:

- E) The VERTICAL boundaries of Units 9 to 16 (both inclusive) on Levels 2 to 19 (both inclusive), are:
- 1) The backside surface of drywall on the exterior walls of the unit, and the production of said surface, where applicable.
 - 2) The unfinished unitside surface of concrete columns.
 - 3) The unfinished unitside surface of doors leading out of the unit, in the closed position.
 - 4) The unfinished unitside surface of the door frames of doors leading out of the unit.
 - 5) The above noted vertical boundaries produced across openings for pipes, ducts, vents or cables, where applicable.
- F) The HORIZONTAL boundaries of Units 9 to 16 (both inclusive) on Levels 2 to 19 (both inclusive) are:
- 1) LOWER: The upper unfinished surface of the concrete floor slab below the unit.
 - 2) UPPER: The lower unfinished surface of the concrete slab above the unit.
 - 3) The above noted horizontal boundaries produced across openings for pipes, ducts, vents or cables, where applicable.

I hereby certify that the written description of the monuments and boundaries of the units contained herein accurately corresponds with the diagrams of the units shown on Part 1, Sheets 1 to 4 of the Description.

Dated at Ottawa, Ontario
this 26th day of January 2007



.....
David W. Woodland
Ontario Land Surveyor

- * Reference should be made to the provisions of the Declaration itself, in order to determine the maintenance and repair responsibilities for any unit, and whether specific physical components (such as any wires, pipes, cables, conduits, equipment, fixtures, structural components and/or any other appurtenances) are included or excluded from the unit, regardless of whether same are located within or beyond the boundaries established for such unit.

Job N° E20800
"Riverside Gate - North Building"

SCHEDULE "D"

UNIT NUMBER	LEVEL NUMBER	PROPORTION OF COMMON INTEREST FOR EACH UNIT	PROPORTION OF CONTRIBUTION TO COMMON EXPENSES FOR EACH UNIT
1	2	0.49696%	0.59674%
2	2	0.60841%	0.70954%
3	2	0.72772%	0.83503%
4	2	0.56952%	0.63638%
5	2	0.56952%	0.63638%
6	2	0.72772%	0.83503%
7	2	0.62002%	0.70953%
8	2	0.49693%	0.59674%
9	2	0.00000%	0.00001%
10	2	0.00000%	0.00001%
11	2	0.00000%	0.00001%
12	2	0.00000%	0.00001%
13	2	0.00000%	0.00001%
14	2	0.00000%	0.00001%
15	2	0.00000%	0.00001%
16	2	0.00000%	0.00001%
1	3	0.50327%	0.59674%
2	3	0.61472%	0.70954%
3	3	0.72772%	0.83503%
4	3	0.56952%	0.63638%
5	3	0.56952%	0.63638%
6	3	0.72772%	0.83503%
7	3	0.62634%	0.70953%
8	3	0.50324%	0.59674%
9	3	0.00000%	0.00001%
10	3	0.00000%	0.00001%
11	3	0.00000%	0.00001%
12	3	0.00000%	0.00001%
13	3	0.00000%	0.00001%
14	3	0.00000%	0.00001%
15	3	0.00000%	0.00001%
16	3	0.00000%	0.00001%
1	4	0.50958%	0.59674%
2	4	0.62103%	0.70954%
3	4	0.73403%	0.83503%
4	4	0.57584%	0.63638%
5	4	0.57584%	0.63638%
6	4	0.73403%	0.83503%
7	4	0.63265%	0.70953%
8	4	0.50955%	0.59674%
9	4	0.00000%	0.00001%
10	4	0.00000%	0.00001%
11	4	0.00000%	0.00001%
12	4	0.00000%	0.00001%
13	4	0.00000%	0.00001%
14	4	0.00000%	0.00001%
15	4	0.00000%	0.00001%
16	4	0.00000%	0.00001%

UNIT NUMBER	LEVEL NUMBER	PROPORTION OF COMMON INTEREST FOR EACH UNIT	PROPORTION OF CONTRIBUTION TO COMMON EXPENSES FOR EACH UNIT
1	5	0.51590%	0.59674%
2	5	0.62735%	0.70954%
3	5	0.74034%	0.83503%
4	5	0.58215%	0.63638%
5	5	0.58215%	0.63638%
6	5	0.74034%	0.83503%
7	5	0.63896%	0.70953%
8	5	0.51587%	0.59674%
9	5	0.00000%	0.00001%
10	5	0.00000%	0.00001%
11	5	0.00000%	0.00001%
12	5	0.00000%	0.00001%
13	5	0.00000%	0.00001%
14	5	0.00000%	0.00001%
15	5	0.00000%	0.00001%
16	5	0.00000%	0.00001%
1	6	0.52221%	0.59674%
2	6	0.63366%	0.70954%
3	6	0.74665%	0.83503%
4	6	0.58846%	0.63638%
5	6	0.58846%	0.63638%
6	6	0.74665%	0.83503%
7	6	0.64527%	0.70953%
8	6	0.52218%	0.59674%
9	6	0.00000%	0.00001%
10	6	0.00000%	0.00001%
11	6	0.00000%	0.00001%
12	6	0.00000%	0.00001%
13	6	0.00000%	0.00001%
14	6	0.00000%	0.00001%
15	6	0.00000%	0.00001%
16	6	0.00000%	0.00001%
1	7	0.52852%	0.59674%
2	7	0.63997%	0.70954%
3	7	0.75297%	0.83503%
4	7	0.59477%	0.63638%
5	7	0.59477%	0.63638%
6	7	0.75297%	0.83503%
7	7	0.65159%	0.70953%
8	7	0.52849%	0.59674%
9	7	0.00000%	0.00001%
10	7	0.00000%	0.00001%
11	7	0.00000%	0.00001%
12	7	0.00000%	0.00001%
13	7	0.00000%	0.00001%
14	7	0.00000%	0.00001%
15	7	0.00000%	0.00001%
16	7	0.00000%	0.00001%
1	8	0.53483%	0.59674%
2	8	0.64628%	0.70954%
3	8	0.75928%	0.83503%
4	8	0.60109%	0.63638%

UNIT NUMBER	LEVEL NUMBER	PROPORTION OF COMMON INTEREST FOR EACH UNIT	PROPORTION OF CONTRIBUTION TO COMMON EXPENSES FOR EACH UNIT
5	8	0.60109%	0.63638%
6	8	0.75928%	0.83503%
7	8	0.65790%	0.70953%
8	8	0.53480%	0.59674%
9	8	0.00000%	0.00001%
10	8	0.00000%	0.00001%
11	8	0.00000%	0.00001%
12	8	0.00000%	0.00001%
13	8	0.00000%	0.00001%
14	8	0.00000%	0.00001%
15	8	0.00000%	0.00001%
16	8	0.00000%	0.00001%
1	9	0.54115%	0.59674%
2	9	0.65260%	0.70954%
3	9	0.76559%	0.83503%
4	9	0.60740%	0.63638%
5	9	0.60740%	0.63638%
6	9	0.76559%	0.83503%
7	9	0.66421%	0.70953%
8	9	0.54112%	0.59673%
9	9	0.00000%	0.00001%
10	9	0.00000%	0.00001%
11	9	0.00000%	0.00001%
12	9	0.00000%	0.00001%
13	9	0.00000%	0.00001%
14	9	0.00000%	0.00001%
15	9	0.00000%	0.00001%
16	9	0.00000%	0.00001%
1	10	0.54746%	0.59674%
2	10	0.65891%	0.70954%
3	10	0.77191%	0.83503%
4	10	0.61371%	0.63638%
5	10	0.61371%	0.63638%
6	10	0.77191%	0.83503%
7	10	0.67052%	0.70953%
8	10	0.54743%	0.59673%
9	10	0.00000%	0.00001%
10	10	0.00000%	0.00001%
11	10	0.00000%	0.00001%
12	10	0.00000%	0.00001%
13	10	0.00000%	0.00001%
14	10	0.00000%	0.00001%
15	10	0.00000%	0.00001%
16	10	0.00000%	0.00001%
1	11	0.55251%	0.59674%
2	11	0.66396%	0.70954%
3	11	0.77696%	0.83503%
4	11	0.61876%	0.63638%
5	11	0.61876%	0.63638%
6	11	0.77696%	0.83503%
7	11	0.67558%	0.70953%
8	11	0.55248%	0.59673%
9	11	0.00000%	0.00001%

UNIT NUMBER	LEVEL NUMBER	PROPORTION OF COMMON INTEREST FOR EACH UNIT	PROPORTION OF CONTRIBUTION TO COMMON EXPENSES FOR EACH UNIT
10	11	0.00000%	0.00001%
11	11	0.00000%	0.00001%
12	11	0.00000%	0.00001%
13	11	0.00000%	0.00001%
14	11	0.00000%	0.00001%
15	11	0.00000%	0.00001%
16	11	0.00000%	0.00001%
1	12	0.55756%	0.59674%
2	12	0.66901%	0.70954%
3	12	0.78201%	0.83503%
4	12	0.62381%	0.63638%
5	12	0.62381%	0.63638%
6	12	0.78201%	0.83503%
7	12	0.68063%	0.70953%
8	12	0.55753%	0.59673%
9	12	0.00000%	0.00001%
10	12	0.00000%	0.00001%
11	12	0.00000%	0.00001%
12	12	0.00000%	0.00001%
13	12	0.00000%	0.00001%
14	12	0.00000%	0.00001%
15	12	0.00000%	0.00001%
16	12	0.00000%	0.00001%
1	13	0.56261%	0.59674%
2	13	0.67406%	0.70954%
3	13	0.78706%	0.83503%
4	13	0.62886%	0.63638%
5	13	0.62886%	0.63638%
6	13	0.78706%	0.83503%
7	13	0.68568%	0.70953%
8	13	0.56258%	0.59673%
9	13	0.00000%	0.00001%
10	13	0.00000%	0.00001%
11	13	0.00000%	0.00001%
12	13	0.00000%	0.00001%
13	13	0.00000%	0.00001%
14	13	0.00000%	0.00001%
15	13	0.00000%	0.00001%
16	13	0.00000%	0.00001%
1	14	0.56766%	0.59674%
2	14	0.67911%	0.70954%
3	14	0.79211%	0.83503%
4	14	0.63391%	0.63638%
5	14	0.63391%	0.63638%
6	14	0.79211%	0.83503%
7	14	0.69073%	0.70953%
8	14	0.56763%	0.59673%
9	14	0.00000%	0.00001%
10	14	0.00000%	0.00001%
11	14	0.00000%	0.00001%
12	14	0.00000%	0.00001%
13	14	0.00000%	0.00001%
14	14	0.00000%	0.00001%

UNIT NUMBER	LEVEL NUMBER	PROPORTION OF COMMON INTEREST FOR EACH UNIT	PROPORTION OF CONTRIBUTION TO COMMON EXPENSES FOR EACH UNIT
15	14	0.00000%	0.00001%
16	14	0.00000%	0.00001%
1	15	0.57271%	0.59674%
2	15	0.68416%	0.70954%
3	15	0.79716%	0.83503%
4	15	0.63896%	0.63638%
5	15	0.63896%	0.63638%
6	15	0.79716%	0.83503%
7	15	0.69578%	0.70953%
8	15	0.57268%	0.59673%
9	15	0.00000%	0.00001%
10	15	0.00000%	0.00001%
11	15	0.00000%	0.00001%
12	15	0.00000%	0.00001%
13	15	0.00000%	0.00001%
14	15	0.00000%	0.00001%
15	15	0.00000%	0.00001%
16	15	0.00000%	0.00001%
1	16	0.57776%	0.59674%
2	16	0.68921%	0.70954%
3	16	0.80221%	0.83503%
4	16	0.64401%	0.63638%
5	16	0.64401%	0.63638%
6	16	0.80221%	0.83503%
7	16	0.70083%	0.70953%
8	16	0.57773%	0.59673%
9	15	0.00000%	0.00001%
10	16	0.00000%	0.00001%
11	16	0.00000%	0.00001%
12	16	0.00000%	0.00001%
13	16	0.00000%	0.00001%
14	16	0.00000%	0.00001%
15	16	0.00000%	0.00001%
16	16	0.00000%	0.00001%
1	17	0.58281%	0.59674%
2	17	0.69426%	0.70954%
3	17	0.80726%	0.83503%
4	17	0.64906%	0.63638%
5	17	0.64906%	0.63638%
6	17	0.80726%	0.83503%
7	17	0.70588%	0.70953%
8	17	0.58278%	0.59673%
9	17	0.00000%	0.00001%
10	17	0.00000%	0.00001%
11	17	0.00000%	0.00001%
12	17	0.00000%	0.00001%
13	17	0.00000%	0.00001%
14	17	0.00000%	0.00001%
15	17	0.00000%	0.00001%
16	17	0.00000%	0.00001%
1	18	0.58786%	0.59674%
2	18	0.69931%	0.70954%

UNIT NUMBER	LEVEL NUMBER	PROPORTION OF COMMON INTEREST FOR EACH UNIT	PROPORTION OF CONTRIBUTION TO COMMON EXPENSES FOR EACH UNIT
17	A	0.03080%	0.00001%
18	A	0.03080%	0.00001%
19	A	0.03080%	0.00001%
20	A	0.03080%	0.00001%
21	A	0.03080%	0.00001%
22	A	0.03080%	0.00001%
23	A	0.03080%	0.00001%
24	A	0.03080%	0.00001%
25	A	0.03080%	0.00001%
26	A	0.03080%	0.00001%
27	A	0.03080%	0.00001%
28	A	0.03080%	0.00001%
29	A	0.03080%	0.00001%
30	A	0.03080%	0.00001%
31	A	0.03080%	0.00001%
32	A	0.03080%	0.00001%
33	A	0.03080%	0.00001%
34	A	0.03080%	0.00001%
35	A	0.03080%	0.00001%
36	A	0.03080%	0.00001%
37	A	0.03080%	0.00001%
38	A	0.03080%	0.00001%
39	A	0.03080%	0.00001%
40	A	0.03080%	0.00001%
41	A	0.03080%	0.00001%
42	A	0.03080%	0.00001%
43	A	0.03080%	0.00001%
44	A	0.03080%	0.00001%
45	A	0.03080%	0.00001%
46	A	0.03080%	0.00001%
47	A	0.03080%	0.00001%
48	A	0.03080%	0.00001%
49	A	0.03080%	0.00001%
50	A	0.03080%	0.00001%
51	A	0.03080%	0.00001%
52	A	0.03080%	0.00001%
53	A	0.03080%	0.00001%
54	A	0.03080%	0.00001%
55	A	0.03080%	0.00001%
56	A	0.03080%	0.00001%
57	A	0.03080%	0.00001%
58	A	0.03080%	0.00001%
59	A	0.03080%	0.00001%
60	A	0.03080%	0.00001%
61	A	0.03080%	0.00001%
62	A	0.03080%	0.00001%
63	A	0.03080%	0.00001%
64	A	0.03080%	0.00001%
65	A	0.03080%	0.00001%
66	A	0.03080%	0.00001%
67	A	0.03080%	0.00001%
68	A	0.03080%	0.00001%
69	A	0.03080%	0.00001%
70	A	0.03080%	0.00001%
71	A	0.03080%	0.00001%
72	A	0.03080%	0.00001%

UNIT NUMBER	LEVEL NUMBER	PROPORTION OF COMMON INTEREST FOR EACH UNIT	PROPORTION OF CONTRIBUTION TO COMMON EXPENSES FOR EACH UNIT
73	A	0.03080%	0.00001%
74	A	0.03080%	0.00001%
1	B	0.03079%	0.00001%
2	B	0.03079%	0.00001%
3	B	0.03079%	0.00001%
4	B	0.03079%	0.00001%
5	B	0.03079%	0.00001%
6	B	0.03079%	0.00001%
7	B	0.03079%	0.00001%
8	B	0.03079%	0.00001%
9	B	0.03079%	0.00001%
10	B	0.03079%	0.00001%
11	B	0.03079%	0.00001%
12	B	0.03079%	0.00001%
13	B	0.03079%	0.00001%
14	B	0.03079%	0.00001%
15	B	0.03079%	0.00001%
16	B	0.03079%	0.00001%
17	B	0.03079%	0.00001%
18	B	0.03079%	0.00001%
19	B	0.03079%	0.00001%
20	B	0.03079%	0.00001%
21	B	0.03079%	0.00001%
22	B	0.03079%	0.00001%
23	B	0.03079%	0.00001%
24	B	0.03079%	0.00001%
25	B	0.03079%	0.00001%
26	B	0.03079%	0.00001%
27	B	0.03079%	0.00001%
28	B	0.03079%	0.00001%
29	B	0.03079%	0.00001%
30	B	0.03079%	0.00001%
31	B	0.03079%	0.00001%
32	B	0.03079%	0.00001%
33	B	0.03079%	0.00001%
34	B	0.03079%	0.00001%
35	B	0.03079%	0.00001%
36	B	0.03079%	0.00001%
37	B	0.03079%	0.00001%
38	B	0.03079%	0.00001%
39	B	0.03079%	0.00001%
40	B	0.03079%	0.00001%
41	B	0.03079%	0.00001%
42	B	0.03079%	0.00001%
43	B	0.03079%	0.00001%
44	B	0.03079%	0.00001%
45	B	0.03079%	0.00001%
46	B	0.03079%	0.00001%
47	B	0.03079%	0.00001%
48	B	0.03079%	0.00001%
49	B	0.03079%	0.00001%
50	B	0.03079%	0.00001%
51	B	0.03079%	0.00001%
52	B	0.03079%	0.00001%
53	B	0.03079%	0.00001%

UNIT NUMBER	LEVEL NUMBER	PROPORTION OF COMMON INTEREST FOR EACH UNIT	PROPORTION OF CONTRIBUTION TO COMMON EXPENSES FOR EACH UNIT
54	B	0.03079%	0.00001%
55	B	0.03079%	0.00001%
56	B	0.03079%	0.00001%
57	B	0.03079%	0.00001%
58	B	0.03079%	0.00001%
59	B	0.03079%	0.00001%
60	B	0.03079%	0.00001%
61	B	0.03079%	0.00001%
62	B	0.03079%	0.00001%
63	B	0.03079%	0.00001%
64	B	0.03079%	0.00001%
65	B	0.03079%	0.00001%
66	B	0.03079%	0.00001%
67	B	0.03079%	0.00001%
68	B	0.03079%	0.00001%
69	B	0.03079%	0.00001%
70	B	0.03079%	0.00001%
71	B	0.03079%	0.00001%
72	B	0.03079%	0.00001%
73	B	0.03079%	0.00001%
74	B	0.03079%	0.00001%
75	B	0.03079%	0.00001%
76	B	0.03079%	0.00001%
77	B	0.03079%	0.00001%
78	B	0.03079%	0.00001%
79	B	0.03079%	0.00001%
80	B	0.03079%	0.00001%
81	B	0.03079%	0.00001%
82	B	0.03079%	0.00001%
83	B	0.03079%	0.00001%
84	B	0.03079%	0.00001%
85	B	0.03079%	0.00001%
86	B	0.03079%	0.00001%
87	B	0.03079%	0.00001%
88	B	0.03079%	0.00001%
89	B	0.03079%	0.00001%
90	B	0.03079%	0.00001%
91	B	0.03079%	0.00001%
92	B	0.03079%	0.00001%
93	B	0.03079%	0.00001%
94	B	0.03079%	0.00001%
95	B	0.03079%	0.00001%
96	B	0.03079%	0.00001%
97	B	0.03079%	0.00001%
98	B	0.03079%	0.00001%
99	B	0.03079%	0.00001%
100	B	0.03079%	0.00001%
101	B	0.03079%	0.00001%
102	B	0.03079%	0.00001%
103	B	0.03079%	0.00001%
104	B	0.03079%	0.00001%
105	B	0.03079%	0.00001%
106	B	0.03079%	0.00001%
107	B	0.03079%	0.00001%
108	B	0.03079%	0.00001%
109	B	0.03079%	0.00001%

SCHEDULE E

SPECIFICATION OF COMMON EXPENSES

- 1) Common expenses, without limiting the definition ascribed thereto, shall include the following:
- 2) all sums of money levied against or charged to the Corporation on account of any and all public and private suppliers of insurance coverage, services and equipment including, without limiting the generality of the foregoing, levies or charges for:
 - a. maintenance materials, tools and supplies
 - b. landscaping
 - c. snow removal throughout the common elements (other than from balconies of units)
 - d. maintenance of recreational amenities
 - e. hydro for the common elements and storage units and storage lockers (hydro for each dwelling unit to be paid by each unit owner)
 - f. heating and cooling for the common elements and the units
 - g. hot and cold water and equipment in relation thereto for the units and common elements
 - h. insurance premiums and all costs related to securing insurance coverage
- 3) shared expenses incurred with respect to the obligations incurred by the Corporation with any other person, firm or Corporation including the expenses pertaining to the Shared Facilities and Shared Services;
- 4) remuneration payable by the Corporation to any employees or independent contractors deemed necessary for the proper operation and maintenance of the Property;
- 5) payment of any remuneration including fees and disbursements payable pursuant to any management contract which may be entered into between the Corporation and a manager;
- 6) the cost of furniture and equipment for use in and about the common elements including the maintenance, repair, or replacement thereof;
- 7) the cost of maintaining and repairing the common elements and the parking units and the equipment in the dwelling units specified in Section 5.3(b);
- 8) the cost of legal, accounting, auditing and engineering services or other professional advice and services required by the Corporation in the performance by the Corporation of its duties and powers;
- 9) the fees and disbursements of the insurance trustee, if any;
- 10) the cost of maintaining fidelity bonds as provided in the by-laws;
- 11) the cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;
- 12) all sums of money assessed by the Corporation to be set aside in a reserve fund and to be applied from time to time, in whole or in part, at the absolute discretion of the Corporation to the payment of any expenses the Corporation deems necessary or desirable for the performance of the objects of the Corporation.

SCHEDULE "F"

EXCLUSIVE USE AREAS

1. The owners of the dwelling units shall have the exclusive use of the balcony or balconies situated adjacent to such unit and to which such unit has sole access as illustrated on Part 1, Sheets 1 & 2 of the description.

2. The owners of the following dwelling units shall have the exclusive use of the storage locker located on level B illustrated on Part 2, Sheet 1 of the description, as follows:

Unit No.	Level No.	Locker No.	Unit No.	Level No.	Locker No.
1	2	117	1	11	10
2	2	17	2	11	61
3	2	25	3	11	30
4	2	27	4	11	40
5	2	78	5	11	81
6	2	125	6	11	110
7	2	108	7	11	76
8	2	104	8	11	89
1	3	116	1	12	9
2	3	18	2	12	62
3	3	24	3	12	31
4	3	28	4	12	41
5	3	77	5	12	82
6	3	126	6	12	111
7	3	97	7	12	75
8	3	105	8	12	90
1	4	87	1	13	8
2	4	44	2	13	63
3	4	23	3	13	32
4	4	6	4	13	37
5	4	93	5	13	137
6	4	112	6	13	134
7	4	96	7	13	74
8	4	143	8	13	102
1	5	88	1	14	7
2	5	39	2	14	64
3	5	22	3	14	33

Unit No.	Level No.	Locker No.	Unit No.	Level No.	Locker No.
4	5	14	4	14	42
5	5	94	5	14	138
6	5	68	6	14	129
7	5	109	7	14	73
8	5	144	8	14	101
1	6	86	1	15	12
2	6	38	2	15	58
3	6	21	3	15	36
4	6	15	4	15	43
5	6	100	5	15	139
6	6	67	6	15	130
7	6	119	7	15	124
8	6	142	8	15	91
1	7	85	1	16	13
2	7	1	2	16	57
3	7	20	3	16	35
4	7	3	4	16	45
5	7	99	5	16	133
6	7	72	6	16	135
7	7	120	7	16	95
8	7	145	8	16	92
1	8	84	1	17	5
2	8	47	2	17	56
3	8	49	3	17	34
4	8	2	4	17	50
5	8	107	5	17	113
6	8	71	6	17	136
7	8	121	7	17	115
8	8	141	8	17	106
1	9	83	1	18	4
2	9	59	2	18	55
3	9	53	3	18	46

Unit No.	Level No.	Locker No.	Unit No.	Level No.	Locker No.
4	9	48	4	18	52
5	9	118	5	18	132
6	9	70	6	18	127
7	9	122	7	18	114
8	9	146	8	18	103
1	10	19	1	19	16
2	10	60	2	19	51
3	10	29	3	19	65
4	10	11	4	19	54
5	10	80	5	19	131
6	10	69	6	19	66
7	10	79	7	19	123
8	10	140	8	19	98

SCHEDULE "G" 1

CERTIFICATE OF ARCHITECT OR ENGINEER

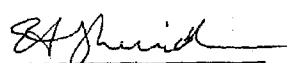
FORM 2

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

I, Edward Sheridan, certify that the building on the property has been constructed in accordance with the regulations made under the *Condominium Act*, 1998, with respect to the following matters:

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

DATED this 19th day of September, 2007.



Fishburn Sheridan & Associates Ltd.
~~Consulting Engineers - O.S.~~



54

SCHEDULE "G"- 2

CERTIFICATE OF ARCHITECT OR ENGINEER

FORM 2

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

I, Nenad Barba, certify that the building on the property has been constructed in accordance with the regulations made under *the Condominium Act, 1998*, with respect to the following matters:

1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a Unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4. All underground garages have walls and floor assemblies in place.

OR

 There are no underground garages.
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 designated for use only within the Unit.
6. All installation with respect to the provision of water and sewage services are in place.
7. All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8. All installations with respect to the provision of air conditioning are in place.

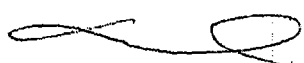
OR

 There are no installations with respect to the provision of air conditioning.
9. All installations with respect to the provision of electricity are in place.
10. All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

 There are no indoor and outdoor swimming pools.
11. Except as otherwise specified in the regulations, the boundaries of the Units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

DATED this ~~12~~ day of ~~Sept~~ 12th October, 2007. NB



Nenad Barba, P.Eng.
Rooney Irving & Associates Ltd.
Elevator Consultants

✱



SCHEDULE "G"- 3

CERTIFICATE OF ARCHITECT OR ENGINEER

FORM 2

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

I, Moise Saban, Eng., MBA certify that the building on the property has been constructed in accordance with the regulations made under *the Condominium Act, 1998*, with respect to the following matters:

1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a Unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4. All underground garages have walls and floor assemblies in place.

OR

- There are no underground garages.
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 designated for use only within the Unit.
6. All installation with respect to the provision of water and sewage services are in place.
7. All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.

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

OR

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

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

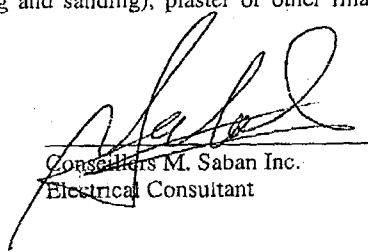
10. All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

- There are no indoor and outdoor swimming pools.

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

DATED this 15 day of February, 2007.


Moise Saban Inc.
Electrical Consultant


**SCHEDULE G
CERTIFICATE OF ARCHITECT
FORM 2**

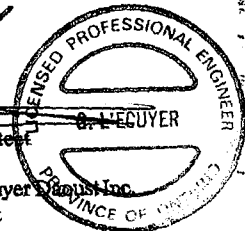
(under clause 8(1)(e) or (h) of the *Condominium Act, 1998*)

I, Gilles L'Ecuyer, Eng., certify that each building on the Property ~~OR each building on the land included in the phase~~ has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

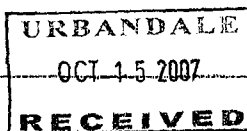
1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. Except as otherwise specified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

DATED this 12 day of October, 2007.


Gilles L'Ecuyer, Architect
Professional Engineer
Experts-Conseils L'Ecuyer & Associés Inc.
Mechanical Consultant



35 32



Schedule G
CERTIFICATE OF ARCHITECT OR ENGINEER

FORM 2

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

I, John S. Hall, certify that the building on the property has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

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

DATED this 20th day of September, 2007.



J. Stuart Hall & Associates Ltd.
Consulting Engineers