

TARTAN URBAN DEVELOPMENTS INC.

DISCLOSURE STATEMENT

**92 HOLLAND AVENUE
92 Holland Avenue, Ottawa, Ontario**

IMPORTANT: A Purchaser who receives a Disclosure Statement may rescind the Agreement of Purchase and Sale before accepting a Deed to the unit being purchased upon written notice by the Purchaser or the Purchaser's solicitor to the Declarant or to the Declarant's solicitor received within 10 days of the later of the date that the purchaser receives the Disclosure Statement and the date that the Purchaser receives a fully executed copy of the Agreement of Purchase and Sale. [Please refer to Schedule 10 to this Disclosure Statement.]

**NELLIGAN O'BRIEN PAYNE LLP
1900-66 Slater Street
Ottawa, Ontario
K1P 5H1**

**Deborah A. Bellinger
Our File No. 20039-3**

Form 12*Condominium Act, 1998*DISCLOSURE STATEMENT
TABLE OF CONTENTS(under subsection 72 (4) of the *Condominium Act*, S.O. 1998, c. 19 (the "Act"))

Declarant's name: Tartan Urban Developments Inc.

Declarant's municipal address: 233 Metcalfe Street, Ottawa, ON, K2P 2C2

Brief legal description of the property/proposed property: Lot 1714, Plan 157, City of Ottawa

Mailing address of the property/proposed property: c/o 233 Metcalfe Street, Ottawa, ON, K2P 2C2

Municipal address of the property/proposed property: 92 Holland Avenue, Ottawa, ONT

Condominium corporation: (*identify condominium plan, if available*) not available (known as the "Corporation")

The Table of Contents is a guide to where the disclosure statement deals with some of the more common areas of concern to purchasers. Purchasers should be aware that the disclosure statement, which includes a copy of the existing or proposed declaration, bylaws and rules, contains provisions that are of significance to them, only some of which are referred to in this Table of Contents.

Purchasers should review all documentation.

In this Table of Contents,

"unit" or "units" include proposed unit or units;

"common elements" includes proposed common elements;

"common interest" includes a proposed common interest; and

"property" includes proposed property.

This disclosure statement deals with significant matters, including the following:

Matter		Specify the article, paragraph (and/or clause) and page number where the matter is dealt with in the existing or proposed declaration, by-laws, rules or other material in the disclosure statement
<p><i>(Strike out whichever is not applicable:</i></p> <p>1. The Corporation is a leasehold condominium corporation.</p> <p style="text-align: center;">OR</p> <p>The Corporation is a freehold Condominium Corporation that is a common elements, vacant land or freehold standard condominium corporation, <i>(for standard condominium corporations, add the following if applicable: which will be phased.)</i></p>		<p>Refer to:</p> <p>Paragraph 1.02 of the Declaration Paragraph 1 of the Disclosure Statement</p>
<p>2. The property will be subject to the <i>Ontario New Home Warranties Plan Act</i>. (See note in 3, below)</p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p>Refer to: Paragraph J.2 and Schedule "H" of Agreement of Purchase and Sale</p>
<p><i>(For all condominium corporations except common elements condominium corporations:</i></p> <p>3. The common elements and the Units are enrolled or are intended to be enrolled in the Plan within the meaning of the <i>Ontario New Home Warranties Plan Act</i> in accordance with the regulations made under that Act.)</p> <p>Note: Enrolment does not necessarily mean that claimants are entitled to warranty coverage. Entitlement to warranty coverage must be established under the <i>Ontario New Home Warranties Plan Act</i>.</p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p>Refer to: Paragraph J.2 and Schedule "H" of Agreement of Purchase and Sale</p>
<p>4. A building on the property has been converted from a previous use</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Refer to: N/A</p>
<p>5. One or more Units or a part of the common elements may be used for commercial or other purposes not ancillary to residential purposes.</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Refer to: N/A</p>
<p>6. A provision exists with respect to pets on the property.</p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p>Refer to: Paragraph 3(j) of Disclosure Statement Paragraphs 3.01(j) and 4.07 of Declaration Rule 22</p>
<p>7. There exist restrictions or standards with respect to the use of common elements or for all condominium corporations except common elements condominium corporations: the occupancy or use of Units that are based on the nature or design of the facilities and services on the property or on other aspects of the buildings located on the property.</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Refer to: N/a</p>
<p><i>(For all condominium corporations except common elements condominium corporations:)</i></p> <p>8. The Declarant intends to lease a portion of the Units.</p> <p><i>(If "Yes", add:</i> The portion of Units (or the common interests, as the case may be) to the nearest anticipated 25 per cent, that the Declarant intends to lease is 25%.</p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p>Refer to: Paragraph 12 of Disclosure Statement</p> <p>Refer to: Paragraph 12 of Disclosure Statement</p>
<p><i>(For all condominium corporations except common elements condominium corporations, include the following paragraph:)</i></p> <p>9. The common interest appurtenant to one or more Units differs in an amount of 10 per cent or more from that appurtenant to any other Unit of the same type, size and design.</p> <p><i>(If "Yes", identify the Units where this difference exists and what the difference is, expressed as a percentage.)</i></p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Refer to: Schedule "D" of the Declaration</p>

<p><i>(For all condominium corporations except common elements condominium corporations, include the following paragraph:)</i></p> <p>10. The amount that the owner of one or more Units is required to contribute to the common expenses differs in an amount of 10 per cent or more from that required of the owner of any other Unit of the same type, size and design.</p> <p><i>(If "Yes", identify the Units where this difference exists and what the difference is, expressed as a percentage.)</i></p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>Refer to: Schedule "D" of the Declaration</p>
<p><i>(For all condominium corporations except common elements condominium corporations:)</i></p> <p>11. One or more Units are exempt from a cost attributable to the rest of the Units.)</p> <p><i>(In the case of a common elements condominium corporation: One or more common interests that is attached or will attach to an owners parcel of land are exempt from a cost attributable to the rest of the common interests.)</i></p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Refer to: N/A</p> <p>Refer to:</p>
<p>12. There is an existing or proposed by-law establishing what constitutes a Standard Unit.</p> <p>Under clause 43 (5) (h) of the Act, the Declarant is required to deliver to the board a schedule setting out what constitutes a Standard Unit.</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>Refer to: Schedule 7 to the Disclosure Statement describes a Standard Unit as the Unit constructed in accordance with the specifications attached to the Agreement of Purchase and Sale. Any extras ordered by the Purchaser(s) and any improvements made after closing are considered improvements for insurance purposes.</p>
<p>13. Part or the whole of the common elements are subject to a lease or licence.</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>Refer to: N/A</p>
<p>14. Parking for owners is allowed:</p> <p><i>(except in the case of a common elements condominium corporation:)</i></p> <p>(a) in or on a Unit; (i.e. parking units). Note there are five parking units one of which is reserved for use of the model suite. Not all Units will have the benefit of parking. Parking units will be reserved for sale to the three units on level 2, with remaining parking units to be allocated to two of the three units on level 1, leaving one unit without parking.</p> <p>(b) on the common elements;</p> <p>(c) on a part of the common elements of which an owner has exclusive use.</p> <p><i>(If "Yes" to any of clauses (a), (b) and (c), add: There are restrictions on parking.)</i></p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>Refer to: Paragraphs 1(e), 3(f) of Disclosure Statement Paragraph 3.01(c) of the Declaration</p> <p>N/A</p> <p>Paragraphs 3.01(c)-(f) of the Declaration</p>
<p>15. Visitors must pay for parking.</p> <p><i>(If "Yes", add: The anticipated costs are)</i></p> <p><i>(If "No", add: Visitor parking is available in the following location: (describe where))</i></p> <p>There is no visitor parking on the property.</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Refer to: N/A</p>
<p>16. The Declarant may provide major assets and property, even though it is not required to do so.</p> <p><i>(If "Yes", identify the major assets and property involved.)</i></p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>Refer to: N/A</p> <p>Refer to:</p>

<p>17. The Corporation is required:</p> <p>(a) to purchase Units or assets; <i>(If "Yes", identify the Units and assets involved.)</i></p> <p>(b) to acquire services; <i>(If "Yes", identify the services involved.)</i></p> <p>(c) to enter into agreements or leases with the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant. <i>(If "Yes", identify the agreements and leases involved.)</i></p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>N/A</p> <p>Refer to: Paragraph 1(b) and paragraph 3(e) of the Disclosure Statement Article 2 and Schedule "E" of the Declaration</p>
<p>18. The Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant owns land adjacent to the land described in the description.</p> <p><i>(If "Yes", complete the following:</i></p> <p>(1) The current use of the land is <i>(describe use)</i></p> <p>(2) The Declarant has made representations respecting the future use of the land. <i>(If "Yes", add the following: The disclosure statement contains a statement of the representations.)</i></p> <p>(3) Applications have been submitted to an approval authority respecting the use of the land. <i>(If "Yes", add the following: The disclosure statement contains a summary of the applications.)</i></p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>Yes—No</p> <p>Yes—No</p>	<p>Refer to:</p> <p>Refer to:</p> <p>Refer to:</p>
<p><i>(In the case of a standard condominium corporation, include the following paragraph:)</i></p> <p>19. To the knowledge of the Declarant, the Corporation intends to amalgamate with another corporation or the Declarant intends to cause the Corporation to amalgamate with another corporation within 60 days of the date of registration of the declaration and description for the Corporation.</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	
<p><i>(In the case of a common elements condominium corporation, include the following paragraph:)</i></p> <p>20. Under clause 143 (a) of the Condominium Act, 1998, the common interest is attached or will attach to the owner's parcel of land described in the declaration and cannot be severed from the parcel upon the sale of the parcel or the enforcement of an encumbrance registered against the parcel.</p>		
<p><i>(In the case of a common elements condominium corporation or a vacant land condominium corporation, include the following paragraph:)</i></p> <p>21. The declaration contains a list of the buildings, structures, facilities and services to be included in the common elements.</p>		
<p><i>(In the case of a vacant land condominium corporation, include the following paragraph:)</i></p> <p>22. There are the following restrictions with respect to the construction of a building or structure on a unit after the registration of the declaration and description:</p> <p>(a) the size, location, construction standards, quality of materials and appearance of the building or structure;</p> <p>(b) architectural standards and construction design standards of the building or structure;</p> <p>(c) the time of commencement and completion of construction of the building or structure;</p> <p>(d) the minimum maintenance requirements for the building or structure.</p>		<p>Refer to:</p> <p>Refer to:</p> <p>Refer to:</p> <p>Refer to:</p>
<p><i>(In the case of a vacant land condominium corporation, include the following paragraph. Strike out whatever is not applicable:)</i></p> <p>23. The Declarant has received from the municipality in which the land is situated (or from the Minister of Municipal Affairs and Housing if the land is not situated in a municipality), a statement of the services provided by the municipality (or the Minister, as the case may be), including the construction and maintenance of roads.</p> <p style="text-align: center;">OR</p>	<p>Yes—No</p>	<p>Refer to:</p>

<p>The Declarant has requested from the municipality in which the land is situated (or from the Minister of Municipal Affairs and Housing if the land is not situated in a municipality), a statement of the services provided by the municipality (or the Minister, as the case may be), including the construction and maintenance of roads, and has not received any statement in response to the request.</p>	Yes—No	Refer to:
<p><i>(In the case of a phased condominium corporation, include the following paragraph:)</i> 24. The Declarant intends to create one or more phases after the creation of the unit.</p> <p>Under clause 147 (1) (b) of the Condominium Act, 1998, the Declarant is not required to create a phase after the creation of the unit.</p>	Yes—No	Refer to:
<p><i>(In the case of a phased condominium corporation, include the following paragraph:)</i> 25. Under clause 51 (h) of Ontario Regulation 48/01, no amendments to the declaration and description creating a phase may be registered after more than 10 years after the registration of the declaration and description that created the Corporation</p>		
<p><i>(In the case of a phased condominium corporation, include the following paragraph:)</i> 26. The disclosure statement includes information about each phase that the Declarant intends to create.</p>		Refer to:
<p><i>(In the case of a leasehold condominium corporation, include the following paragraph:)</i> 27. The provisions of the leasehold interests in the property are in good standing and have not been breached.</p>	Yes—No	Refer to:

This Disclosure Statement is issued for the benefit of purchasers of unit(s) in 92 Holland Avenue (the "Purchaser" or the "Purchasers") who have signed an Agreement of Purchase and Sale for a Unit (the "Agreement(s) of Purchase and Sale"). The purchaser's rights under section 73 and 74 of the Act to rescind the Agreement of Purchase and Sale are set out at Schedule 10.

1. General Description of the Property

The Declarant is developing a six (6) unit residential freehold standard condominium development fronting on Holland Avenue, in the City of Ottawa, that will consist of six (6) two-storey residential apartment units and five exterior parking units on a property known municipally as 92 Holland Avenue, Ottawa, Ontario ("*92 Holland Avenue*"), more particularly described as follows:

(a) The Property

Lot 1714, Plan 157

City of Ottawa
Land Titles Division of Ottawa-Carleton No. 4

(PIN NO.: 04034-0092)

(the "Property").

The Property will be subject to, and will have the benefit of, certain easements for the supply of utilities and services to the Property, to be described in Schedule "A" to the Declaration.

(b) The Units

The Condominium will consist of six (6) residential apartment units and five (5) exterior parking units as follows:

Level 1	5 parking units 3 residential units
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Level 2	3 residential units
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collectively referred to as "the Units".

The residential Units will be heated by individual heating systems further described in specifications attached to the Agreement of Purchase and Sale and, where the purchaser elects to install air conditioning as a Change Order or after closing, the Units shall be cooled by individual air conditioning systems. Condensers for the air conditioning systems shall be located on the roof top or roof top terraces in the case of Units on Level 2, and shall be wall mounted in the case of the lower Units, and shall be subject to all further requirements imposed by the Declaration or By-laws of the Corporation.

Natural gas and electricity consumed in the Units will be individually metered and charged to owners directly by the utility supplier. Hydro meters for certain units will measure electricity consumed in relation to the common elements (for exterior lighting, exterior receptacles, lighting for common meter room, and power supplied to parking bollards). The owners of such units shall receive a payment from the Corporation, at least annually, to compensate them for the estimated cost of electricity consumed in relation to the common elements.

Water will be bulk metered to the Corporation. The Corporation intends to install individual check meters to measure consumption of water for each Unit. The Corporation will charge back the cost of water to Unit owners based on consumption, in accordance with By-law No. 2, attached as Schedule 4 to this Disclosure Statement. The water check meters for two of the units will measure consumption of water for the exterior cold water faucets used to supply water to the common elements. The amount

charged to the owners of such units for consumption of water recorded by the check meter shall be reduced and adjusted by an amount estimated to represent the cost of water consumed in relation to the common elements.

(c) Exclusive Use Common Elements

Each Unit owner shall have the exclusive use of the balcony and/or roof terrace to which their Unit has sole and direct access.

The extent of exclusive use areas will be described in the Declaration and in the Description, as required by the provisions of the Act.

(d) Common Elements

All owners shall have the use and enjoyment of the common elements, subject to the provisions of the Act, Declaration, By-laws and Rules of the Corporation as amended from time to time.

(e) Parking Units

The Property will include a total of five (5) exterior parking units on Level 1. The Plan attached as Schedule "1" shows the location of the parking units on Level 1.

The approximate boundaries of the parking units are shown in Schedule "1" to the Agreement of Purchase and Sale. The Declarant reserves the right to vary parking unit dimensions as may be permitted on application to the Committee of Adjustment and to increase or reduce the total number of parking units to be constructed on Level 1.

Any parking units that have not been sold by the time that the last residential Unit is sold shall remain in the ownership of the Declarant to be sold or leased to residents of the building as future demand arises. The Declarant has allocated one parking unit to each of the units on Level 2 and the remaining two parking units to two of the three Units on Level 1. Where the purchaser of a unit on Level 2 does not wish to acquire parking, then any remaining parking units shall be offered to the owner of the Unit on Level 1 who does not have the benefit of a parking unit, in accordance with an option given to such Purchaser in his or her Agreement of Purchase and Sale. The Declarant intends to retain one of the five parking units for use of its sales staff and visitors for as long as the Declarant maintains a model suite at the property.

No owner of a parking unit may sell or transfer a parking unit except to the owner of another residential Unit in *92 Holland Avenue*. This restriction is confirmed in the Declaration.

The owner of a parking unit may grant a lease or licence to permit the use of his/her parking unit by persons who occupy but do not hold title to a residential Unit in *92 Holland Avenue*, provided that such lease or license shall be offered first to the owner of the Unit on Level 1 that does not have the benefit of parking and provided that the lease or licence of such parking unit terminates on the earlier of the date the lessee or licensee no longer resides in *92 Holland Avenue*, or the date the owner of the Unit sells the Unit to a third party, as the case may be.

Regardless of the size of the vehicle, owners are not permitted to park more than one vehicle in a parking unit and owners must park their vehicles in a manner that will not encroach on another parking unit or on common element driving aisles.

(f) Storage Areas and Bicycle Storage

~~All Units shall have the use and benefit of one exterior shared storage area located under the balcony of Units 1, 2 or 3 on Level 1. The allocation of storage areas shall be confirmed by by-law. The allocation in the by-law may only be amended by further by-law of the Corporation confirmed by a majority of the owners in accordance with the Act.~~

~~Exterior bicycle storage will be provided on the common elements of the Corporation if required in accordance with City of Ottawa by-law requirements that apply at the time of construction and will be managed by the Corporation as it sees fit.~~ *BM*

2. Marketing of Units and Signage

(a) Marketing to Investors

The Declarant does not presently intend, but reserves the right, to market blocks of Units to investors. No restriction has been placed by the Declaration, By-laws or Rules on the number of Units that may be purchased by an individual or a corporation.

(b) Signage

The Declarant is entitled to erect and maintain signs, displays and sales areas for marketing and sales purposes, including a sales office, and models for display and sales purposes relating to Units in the Condominium upon the common elements and within or outside any unsold Units. Without limiting the generality of the foregoing, signage may be placed at such locations and have such dimensions as the Declarant may determine. The Declarant may make use of any unsold parking units as it may require for its staff and visitors until all Units have been sold. The Declarant intends to reserve one of the five parking units for use by its sales staff or their visitors for as long as the Declarant maintains a model residential unit for the purpose of sales of units in this project or in any other project undertaken by the Declarant or by its principals. Certain purchasers who do not obtain the benefit of a parking unit upon execution of their Agreement of Purchase and Sale for a residential unit shall be given a right of first right to acquire any surplus parking unit(s) that may become available on the terms stated in their Agreement of Purchase and Sale.

Until such time as the Declarant has a binding Agreement of Purchase and Sale for the last residential Unit in the Condominium, no sign, advertisement or notice offering a Unit for sale or rent shall be inscribed, painted, affixed or placed on any part of the inside or outside of the building or common elements, except by the Declarant. Thereafter, signage will continue to be controlled by the provisions of the Act, and the Declaration, By-laws and Rules of the Condominium Corporation.

The Declarant and its sales staff, agents, employees and invitees shall have continued right of access to inspect and view and use the common elements and any unsold Units in *92 Holland Avenue* without fear of charge, as part of their sales and marketing program, including use of such unsold Units for sales/rental/administrative office, advertising signage and displays and model suite(s) as the Declarant sees fit. The Declarant shall not be charged any fee for the use of such areas within *92 Holland Avenue* nor for any utilities supplied thereto except as may be charged to the Unit directly or as part of the common expenses, nor shall the Corporation prevent or interfere with the right of access and use of the facilities in the manner aforesaid.

3. Declaration

(a) General

A condominium corporation is created by the registration, on title, of a Declaration and Description prepared in accordance with the requirements of the Act. The Declaration consists of a written document, while the Description refers to a related set of survey plans to be prepared on completion of construction, to show the boundaries of Units in relation to the common elements. Schedules "A" and "C" to the Declaration for *92 Holland Avenue*, attached as Schedule 1 to this Disclosure Statement, include a written description of the Property and a brief outline setting out the basic principles that will be adopted by the surveyor and by the Declarant in the description of the Unit boundaries. The written description of the Property and the written description of the Units will form part of the registered "Description" for the purposes of the Act.

Following registration, the Declaration and Description may not be amended except in accordance with the Act.

(b) Common Interest and Common Elements

Upon registration of the Declaration and Description, the lands described in Schedule "A" to the Declaration, will be divided into Units and common elements. The common elements are defined as all of the Property except the Units. Following registration, the Units and proportionate interests in the common elements in Schedule "D" to the Declaration are transferred to the first purchasers. Therefore, the common elements of a condominium corporation are owned by all of the Unit owners, as tenants in common. The Corporation that will be created upon registration of the Declaration and Description for *92 Holland Avenue* exists to manage and administer the common elements on behalf of the owners in accordance with the Act and the Declaration, but does not hold title to any real property.

Each Unit owner has 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" to the Declaration. All owners are entitled to have the use of and access to the common elements except where restricted by the Declaration, the by-laws or the rules and regulations of the Corporation. The common elements comprise all of the areas of the Property that are not designated as Units.

(c) Repairs and Maintenance

- i. The Corporation will repair and maintain the common elements save and except for those parts of the common elements which are the responsibility of the Unit owners, as confirmed in Article 5 of the Declaration.
- ii. The Unit owners will repair and maintain their residential Units and parking units in accordance with the provisions of the Act and the Declaration, By-laws and Rules of the Corporation. The obligation of the owner to maintain and repair shall include maintenance and repair of the Unit heating systems and all related components necessary to the supply of heat to the Units. Unit air conditioning systems, where installed, shall be maintained and repaired (and all related components) and shall be the responsibility of the Unit owner.
- iii. If any Unit owner fails to maintain his or her Unit or any part of the common elements that he or she is required to maintain or fails to make any repairs that are required to be made by the Unit owner, the Corporation may make such repairs and recover the cost of such repairs from that Unit owner, together with interest thereon, in the form of additional contributions towards the common expenses in accordance with section 92 of the Act.

(d) Additions and Alterations to the Common Elements and Units

Neither the Corporation nor any Unit owner may make additions, alterations or improvements to the common elements except in accordance with the Act, Declaration, By-laws and Rules. The nature and level of approval required by the Act varies, depending on whether or not the addition, alteration or improvement is substantial. All such modifications shall be subject to the terms of the Declaration and the By-Law and shall be in a location, and in accordance with plans and specifications approved by the Board and shall comply with all applicable building and code requirements. Any related maintenance, repair and replacement of the modifications shall be the responsibility of the Unit owner in accordance with Articles 4.05 and 5 of the Declaration and in accordance with the By-laws of the Corporation.

An owner may alter his or her Unit, subject to the requirements of the Act, Declaration, By-laws and Rules. Generally speaking, Unit modifications are permitted by the Act and

Declaration provided there is no structural impact, no impact on other Units, and no impact on the common elements. In order to minimize sound transfer between the Units, the Declaration contains specific provisions that prohibit the installation of certain hard flooring materials. Notwithstanding the foregoing, the Declaration permits the installation of hardwood and laminate flooring material, provided that the underlay, the specifications for installation, the material chosen, and the method of installation are provided to the Board of Directors for their prior written approval.

Purchasers should refer to the Act and to the Declaration and Rules attached to this Disclosure Statement, for further provisions governing proposed modifications to the Units and common elements.

(e) Common Expenses

The common expenses are the costs of performing the objects and duties of the Corporation. The Unit owners must contribute their share of the common expenses in accordance with the percentage allocated to their Unit in Schedule "D" of the Declaration. The Declaration also includes an indemnity provision that allows the Corporation to add any expenses that it incurs as a result of any act, error or omission of an owner or his or her tenants or guests, to the common expenses of the Unit in question.

(f) Use and Occupation of the Units

The Units may only be occupied and used according to the zoning by-laws of the City of Ottawa. There will be restrictions and stipulations as to the use of the Units which are set out in the Declaration and in the Rules attached as Schedule "6" to this Disclosure Statement.

Each parking unit shall be used and occupied only for parking of a single motor vehicle, and without restricting any wider definition of the word "motor vehicle" as may be determined by the Board of Directors, the term "motor vehicle" shall be deemed to include a private passenger automobile, compact van, sport utility vehicle, station wagon and motorcycle as customarily understood, provided that no Recreational Vehicle (RV), camper or trailer, and no motor vehicle which contains a propane or natural gas propulsion system shall be parked or placed upon any parking unit. No repairs or adjustments to motor vehicles may be carried out on the common elements or in the parking units. No storage of tires, bicycles or other materials, and no washing of vehicles shall be permitted on the common elements or in the parking units, except in accordance with the Act, Declaration, Disclosure Statement and Rules.

(g) Access to Units and Common Elements

The Corporation or any insurer of the Property has the right to enter a Unit, and those parts of the common elements over which an owner has exclusive use, at all reasonable times and on reasonable notice to the owner, under the circumstances set out in the Declaration. The Corporation may enter without notice in the event of an emergency.

The Corporation may also enter into the Unit or the exclusive use common elements for the purposes of performing any repairs or maintenance for which it may be responsible, including any repairs to be undertaken on behalf of an owner.

Notwithstanding any right of entry, the Corporation assumes no responsibility or liability for the care or supervision of any Unit, except as specifically provided in the Declaration or By-laws.

(h) Repairs and Maintenance by the Owners

Each owner is responsible for repair and maintenance of the Unit subject to the provisions of the Declaration and the Act. Owners are also responsible for the maintenance and/or repair of some parts of the common elements as described in Article 5 of the Declaration (window screens; interior surfaces of doors, interior surface of windows, interior surface of door frames and window frames; unit heating systems, air

conditioning units and the related venting and apparatus) that may be located on or pass through the common elements, but which service that Unit only.

Each owner is responsible for any damage to any and all other Units and the common elements which are caused by the negligence of the owner, the owner's agents, tenants, invitees or anyone authorized by the owner or the failure of the owner to fulfil his or her repair and maintenance responsibilities.

Owners will be responsible for keeping their parking unit and storage area clean and free from debris or refuse. The Corporation may arrange to have the parking area professionally cleaned from time to time and to treat the costs of the cleaning as a common expense. The Corporation will otherwise maintain the parking units, including any traffic topping, asphalt and curbs notwithstanding that such elements may be within the Unit boundaries.

Owners shall be responsible for keeping their balconies, terraces and any exterior stairs and landings that provide access to their Units in a broom swept condition provided that snow removal from exterior stairs and landings shall be the responsibility of the Corporation. Snow removal will otherwise be undertaken at the discretion of the Board, and only as necessary to ensure the proper maintenance and repair of the common elements and reasonable access to the Units.

The Declaration confirms that owners who have natural gas appliances or natural gas barbecues are responsible for all related venting and apparatus including any part that may extend through the common elements. Future installations shall be subject to section 98 of the Condominium Act and to the provisions of the Declaration, By-laws and Rules respecting modifications to the common elements.

(i) Insurance

The Corporation will obtain and maintain the insurance coverage set out in the Act and the Declaration (the "Master Policy"). Such insurance will not include insurance on any "improvements" to a Unit made by the Unit owners (See Schedule 7 for a definition of Standard Unit) and will not include insurance for furnishings, fixtures, equipment, decorating and personal property of the Unit owners and such Unit owners' personal property stored elsewhere on the Property or for loss of use and occupancy of the dwelling Unit in the event of damage.

In addition, the Master Policy will be subject to a loss deductible amount. Owners may choose to purchase coverage under their own insurance policies for any liability they may have for the deductible under the Master Policy. Unit owners must also maintain public liability insurance covering any liability to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation. The Corporation assumes no obligation with respect to insurance which may be obtained and maintained by owners and all owners are advised to inquire as to additional insurance coverage that they may require from their insurance advisors.

(j) Pets

No animal, livestock or fowl, other than ordinary household pets may be kept in the residential Units.

Pets may not be kept or tied on the common elements, including any part of the common elements designated for the exclusive use of an owner. Where a pet is deemed by the Board of Directors, in its full, absolute and unfettered discretion, to be a nuisance or a threat to the safety, security or welfare of other owners, and the situation is not resolved to the satisfaction of the Board of Directors, the owner shall permanently remove the pet from the Property within two (2) weeks of receipt of a written notice from the Board of Directors instructing that the pet be removed. Breeding of pets for sale is not permitted, and pets must be kept on a leash when they are on the common elements. Owners of pets are responsible for ensuring that they comply with all provisions of the Declaration, By-

Laws and Rules with respect to pets and with all municipal by-laws and regulations regarding the same.

(k) Schedules to the Declaration

Schedule "A" -	Sets out the legal description of the Property
Schedule "B" -	Provides details of mortgages registered against the Property, along with the signed Consent of the mortgagees
Schedule "C" -	Sets out the Unit boundary monumentation
Schedule "D" -	Sets out the proportions of common interest and contributions to common expenses, expressed in percentages
Schedule "E" -	Describes the common expenses
Schedule "F" -	Sets out the exclusive use common elements
Schedule "G" -	Form 2 – Certificate of Architect or Engineer

4. By-laws

By-law No. 1 sets up the basic administrative structure and procedures that will govern the day-to-day operation of the Corporation and is attached hereto as Schedule 3. By-law No. 1 provides a code of procedure for running the affairs of the Corporation, and includes provisions respecting meetings of the Board and owners, election of the Board of Directors and officers, the duties of directors and officers and the duties of the Corporation as a whole.

By-law No. 2 provides a code of procedure for water metering and collection of water costs and is attached hereto as Schedule 4. Water and sewage charges imposed by the City of Ottawa will be bulk-metered to the Corporation. The Corporation will then apportion the total water costs among the owners based on readings taken from Unit submeters that measure the water consumed in the Units. In other words, the Unit owners will pay for water based on actual consumption. Two of the Units will receive a reduction in the amount charged back for water consumption in accordance with Article 2.04 of the Declaration, in order to account for water costs attributable to the exterior faucets. A copy of By-law No. 2 is attached as Schedule 4.

By-law No. 3 will confirm the allocation of the common element exterior shared storage areas on Level 1 and is attached hereto as Schedule 5. Note: the allocation will be confirmed in the By-law and the By-law may only be amended by further By-law of the Corporation confirmed by at least 51% of the owners in accordance with the Act.

5. Rules

The Act provides that the Corporation may make Rules to promote the safety, security and welfare of the owners and of the Property and to prevent unreasonable interference with their use and enjoyment of the Property. Rules are a very important part of community living. The Rules for *92 Holland Avenue* are attached as Schedule 6 to this Disclosure Statement. The Board of Directors has the right to pass further Rules for the same purposes and, if the owners wish to alter, vary or repeal any such Rules, they may call a meeting for this purpose in accordance with the Act.

6. Amendment to By-laws and Rules

Further By-laws or amendments to existing By-laws may be passed by owners of a majority of the Units voting in favour of the By-law at a meeting called for that purpose. Rules may be passed and amended by the Board of Directors in accordance with the Act, or at a meeting of owners called for such purpose.

7. Financial Statements

The Corporation must produce a financial statement to the owners on an annual basis and establish and maintain one or more reserve fund(s) for major repair and replacement of the common elements and assets of the Corporation.

8. Property Management

The Property will be self-managed.

9. Budget Statement

The Budget Statement covers a one (1) year period immediately following the registration of the Declaration and is attached hereto as Schedule 9. Notes to the Budget Statement are found at Schedule 8.

10. Reserve Fund

The Corporation is required to contribute amounts to a fund for major repair and replacement of the common property. The common property is everything except the Units. The present contribution to the reserve fund has been calculated in accordance with the Act. The amount of the contribution included in the attached Budget may be higher than the contribution established for many new buildings presently on the market. However, the contribution to the Reserve Fund has been established with a view to minimizing the effect of any necessary increase that may be identified when the first reserve fund study is obtained. (Refer to Budget Statement – Schedule 8 and 9).

Upon registration of the Declaration, the Corporation must establish a reserve fund in compliance with the Act. During the first year of operation, the Corporation will be required to obtain a Reserve Fund Study to assist the Corporation in establishing a reasonable contribution consistent with its obligations under the Act. With all new condominiums, it is reasonable to anticipate some adjustment to the reserve fund contribution when the first study is obtained. The cost of the first reserve fund study has been included as an item in the first year operating Budget attached as Schedule 9.

11. Development and Easement Agreements

The Declarant has entered or will enter into agreements with the Corporation of the City of Ottawa and utility authorities which are registered on title to the property and are binding on all Unit owners of the Corporation. These agreements, which may include the grant of easements, are binding on subsequent owners and relate to certain requirements of the municipality as to the development of *92 Holland Avenue*.

12. Rented Units

The Declarant reserves the right to rent any Units (including residential Units and parking units) that have not yet been sold as at the date the Declaration and Description are registered and may retain as many as 25% of the total number of Units to be constructed. The Declarant must comply with the provisions of the Act respecting the sale and lease of Units and the provisions of the Tenant Protection Act, as it applies to condominium leases.

13. Amenities

The Declarant does not propose to construct any recreational or other amenities as part of *92 Holland Avenue*.

The Declarant reserves the right to make application to vary any requirement for amenity areas imposed by the City of Ottawa and to exclude any required amenity or other area or facility from the Building. In that event, the purchaser acknowledges that neither the variance nor the decision to eliminate any amenity area(s) shall be considered to be a material amendment to this Disclosure Statement.

14. Energy Efficiency and Environmental Impact

Tartan Urban Developments Inc. intends to meet the sustainable building standards of the LEED (Leadership in Energy & Environmental Design) rating system of the Canadian Green Building Council, and to exceed the energy efficiency standards of the Model National Energy Building Code by 40%. Notwithstanding the registration and creation of the Condominium Corporation or the sale of the Units to Unit owners, the Vendor will retain all rights to all Carbon Credits, Carbon Emission Trading Credits, Carbon Reduction Credits, Pollution Credits, Kyoto Accord Credits and any subsidies or benefits attributable to the Building that may arise out of government incentives related to energy efficiency or low environmental impact.

15. Documents Attached:

Schedule 1	Site Plan, including Parking on Level 1
Schedule 2	Declaration
Schedule 3	By-Law No. 1 – General Operating By-law
Schedule 4	By-Law No. 2 – Water Metering By-Law
Schedule 5	By-Law No. 3 – By-law to allocate shared storage areas
Schedule 6	Rules
Schedule 7	Standard Unit Description
Schedule 8	Notes to Budget Statement
Schedule 9	Budget Statement
Schedule 10	Sections 73 and 74 of the Condominium Act S.O. 1998 c.19

This Disclosure Statement is made this _____ day of _____, 2005.

Tartan Urban Developments Inc.

Per:

Name:

Title:

Per:

Name:

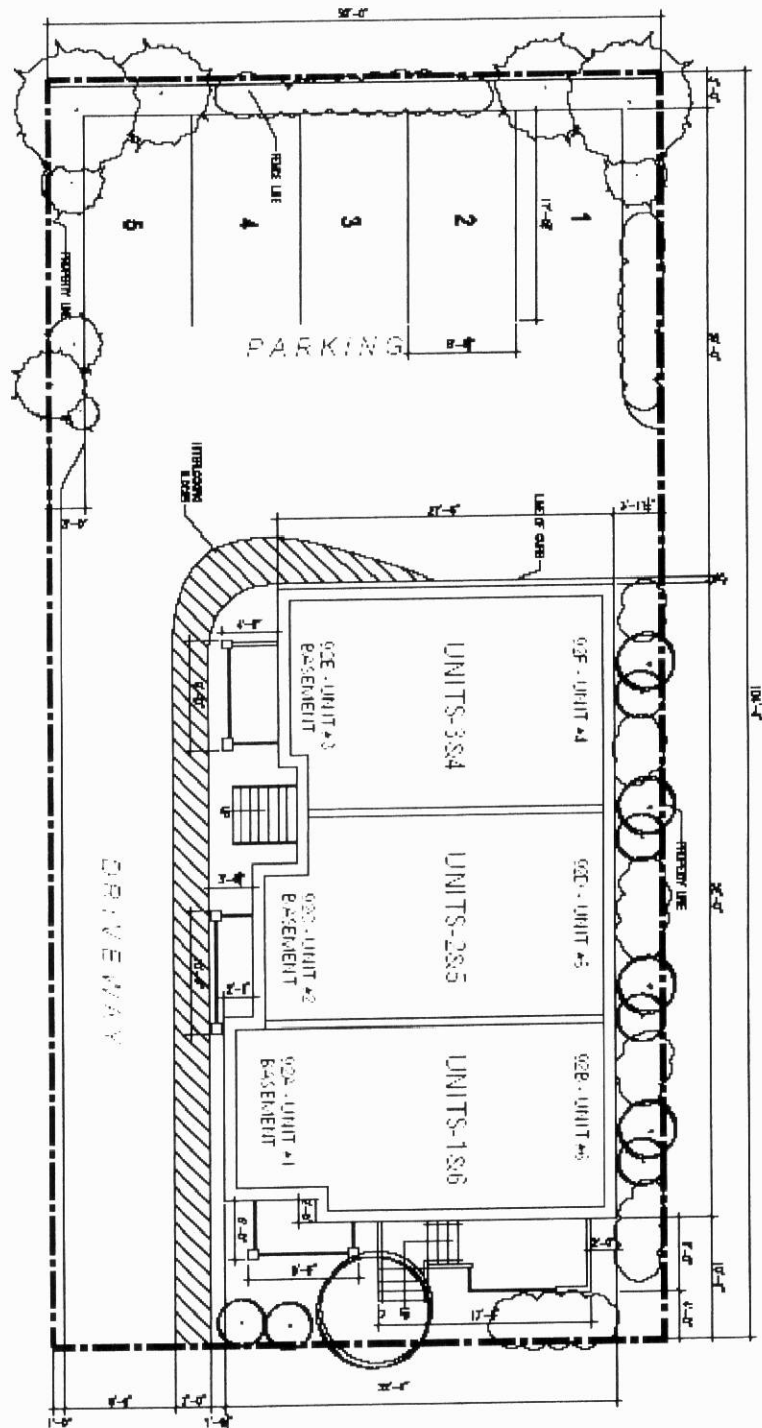
Title:

I/We have the authority to bind the Corporation.

SCHEDULE "1" TO THE DISCLOSURE STATEMENT

92 HOLLAND AVENUE
92 HOLLAND AVENUE, OTTAWA

PROPOSED SITE PLAN



SCHEDULE 2 TO THE DISCLOSURE STATEMENT

**92 HOLLAND AVENUE
92 HOLLAND AVENUE, OTTAWA**

DECLARATION

THIS DECLARATION (the "Declaration") is made and executed pursuant to the provisions of the Condominium Act, 1998 and applicable Regulations (the "Act"), BY:

**TARTAN URBAN DEVELOPMENTS INC.
(the "Declarant")**

RECITALS

- (a) The Declarant is the owner in fee simple of property located in the City of Ottawa, in the Province of Ontario more particularly described in Schedule "A" and in the plans submitted with this Declaration for registration in accordance with the Act (the "Lands");
- (b) The Declarant intends to construct a total of six (6) two-storey residential apartment units in a building to be constructed upon the Lands (the "Building"). The Declarant also intends to construct a total of five (5) exterior parking units.

THEREFORE THE DECLARANT DECLARES AS FOLLOWS:

**ARTICLE 1
INTRODUCTORY**

- 1.01 Definitions: All words used in this Declaration which are defined in the Act shall have ascribed to them the meanings set out in the Act, as amended from time to time.
- 1.02 Statement of Intention: The Declarant declares its intention that the Lands and the interests relating to the Lands be governed by the Act from and after the registration of this Declaration and the Description. The registration of this Declaration and Description will create a freehold standard condominium corporation (the "Corporation").
- 1.03 Consent of Encumbrances: The consent of every person having a registered mortgage against the Lands or interest appurtenant to the Lands is contained in Schedule "B".
- 1.04 Boundaries of Units and Monuments: The monuments controlling the extent of the units are the physical surfaces mentioned in Schedule "C" to this Declaration and the planes located by reference to physical surfaces as shown in the description (Sheet _____ of the Plans).
- 1.05 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 and shall contribute to the common expenses in the proportions set forth opposite each unit number in Schedule "D". The total of the proportions of the common interests and the total proportionate contributions to common expenses shall each be one hundred (100%) percent.
- 1.06 Address for Service and Mailing Address of the Corporation: The Corporation's address for service shall be 233 Metcalfe Street, Ottawa, Ontario, K2P 2C2 until changed by the Board of Directors of the Corporation in accordance with the provisions of the Act.

**ARTICLE 2
COMMON EXPENSES**

Specification of Common Expenses:

- 2.01 Common expenses means the expenses of the performance of the objects and duties of the Corporation and, without limiting the generality of the foregoing, shall include those expenses set out in Schedule "E".
- 2.02 Each unit owner shall pay his or her proportionate share of the common expenses, in accordance with the proportions set out in Schedule "D" hereto.
- 2.03 All electricity and natural gas consumed in the Units is individually metered by the utility and is therefore billed directly to the Unit owners by the utility supplier. Certain unit meters will measure the consumption of electricity for the common elements (for exterior lighting, exterior receptacles, lighting for the common meter room and power supply to parking bollards). The owners of such units shall receive a payment from the Corporation, at least annually, to compensate them for the estimated cost of electricity consumed in relation to the common elements.
- 2.04 Water will be bulk metered to the Corporation. Individual check meters shall be installed in each of the Units to measure consumption of water within the Unit. The Corporation will invoice all Unit owners for water consumed in the Unit, as recorded by the check meter, in accordance with the By-laws of the Corporation. Two of the unit check meters will also measure consumption of water consumed for exterior faucets used for maintenance of the common elements and landscaping. The Corporation shall reduce the water costs charged to the owners of those units pursuant to the by-laws in order to account for the estimated cost of water consumed in relation to the common elements.

**ARTICLE 3
UNITS**

3.01 Occupation and Use

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

- a) An owner, an occupier of a Unit and a person having an encumbrance against a Unit and its appurtenant common interest shall comply with the Act, this Declaration, the By-laws and the Rules of the Corporation.
- b) Each residential Unit shall be occupied and used only for residential purposes as defined in and in conformity with the zoning by-laws of the City of Ottawa and for no other purpose. All owners shall comply with site plan provisions and any other covenants or restrictions that apply to the Lands.
- c) Parking units may only be transferred to the owner of a residential Unit in the Corporation. Parking units may be leased and licensed to persons who occupy but do not hold title to a residential Unit in the Building, provided that such lease or licence shall terminate on the earlier of the date on which the lessee or licensee no longer occupies the residential Unit or other building, or the date the owner of the Unit sells the Unit to a third party, as the case may be. Any instrument or other document that purports to effect a sale, transfer, assignment or other conveyance of any parking unit in contravention of any provision mentioned in this Declaration, or in contravention of zoning or site plan provisions that regulate the use of parking shall be null and void and of no force or effect whatsoever.
- d) Each parking unit shall be used and maintained in compliance with the applicable zoning and site plan requirements. Except as otherwise provided, each parking unit and parking space shall be used and occupied only for the parking of one motor vehicle. All motor vehicles shall be licensed and operational. Each parking unit and parking space shall be used and occupied only for motor vehicle parking purposes, and without restricting any wider definition of the word "motor vehicle" as may be

determined by the Board of Directors, the term "motor vehicle" shall be deemed to include a private passenger automobile, compact van, sport utility vehicle, station wagon and motorcycle as customarily understood. Parking and storage of Recreational Vehicles (RV's), campers and trailers is prohibited and no motor vehicle that contains a propane or natural gas propulsion system shall be parked or placed upon any parking unit.

- e) No repairs or adjustments to motor vehicles shall be carried out on the common elements or in the parking units. No storage of tires, bicycles or other materials shall be permitted in the parking units, and no washing of vehicles shall be permitted on the common elements or in the parking units unless a designated car wash area is provided.
- f) Regardless of the size of the vehicle, no owner shall park more than one vehicle in a parking unit or parking space and no owner shall park his or her vehicle in a manner that encroaches on another parking unit or parking space or on common element driving aisles.
- g) No Unit shall be occupied or used by anyone in such a manner as to result in the cancellation or threat of cancellation of any policy of insurance placed by or on behalf of the Corporation. If a Unit is occupied or used by anyone in such a manner as to result in an increase in premium cost of any policy of insurance placed by or on behalf of the Corporation, the owner of such Unit shall reimburse the Corporation for such increase, and such increase in premium cost shall be added to the owner's contribution towards the common expenses and shall be collectible as such.
- h) All present and future owners, tenants, and residents of Units, their families, guests, invitees, agents, employees and licensees shall be subject to and shall comply with the provisions of this Declaration, the By-laws and Rules of the Corporation. The acceptance of a Deed or Transfer, or the entering into of a Lease, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-laws and all Rules, as they may be amended from time to time, are accepted and ratified by such owner, tenant or resident, and all of such provisions shall be deemed and taken to be covenants running with the Unit and shall bind any person having, at any time, any interest or estate in the Unit as though such provisions were repeated in full in each and every Deed, Transfer, Lease or Occupancy Agreement.
- i) No owner shall make any structural change in or to his or her Unit without the prior consent of the Board and compliance with any additional requirements imposed by the Act, this Declaration, the By-laws or Rules. Alterations to common elements, including common elements designated for the exclusive use of an owner, are regulated by the Act and by Article 4.05 of this Declaration and may be further regulated, from time to time, by the By-laws and Rules of the Corporation.
- j) No animal, livestock or fowl, other than ordinary household pets may be kept in the residential Units.

Pets may not be kept or tied on the common elements, including any part of the common elements designated for the exclusive use of an owner. Where a pet is deemed by the Board of Directors, in its full, absolute and unfettered discretion, to be a nuisance or a threat to the safety, security or welfare of other owners, and the situation is not resolved to the satisfaction of the Board of Directors, the owner shall permanently remove the pet from the Property within two (2) weeks of receipt of a written notice from the Board of Directors instructing that the pet be removed. Breeding of pets for sale is not permitted, and pets must be kept on a leash when they are on the common elements. Owners of pets are responsible for ensuring that they comply with all provisions of the Declaration, By-laws and Rules with respect to pets and with all municipal by-laws and regulations regarding the same.

3.02 Rights of Entry to the Unit and Exclusive Use Common Element Areas

- a) The Corporation, or any insurer of the whole or any part of the property, 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 of which any owner has the use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation. The right of entry shall include, but shall not be limited to entry for the purpose of making inspections, adjusting losses, making repairs, correcting any condition that violates the provisions of any insurance policy and remedying any condition that might result in damage to the property.
- b) In case of an emergency, an agent of the Corporation may enter a Unit at any time and without notice for the purpose of repairing the Unit or the common elements, including any part of the common elements of which any owner has the exclusive use, or for the purpose of correcting any condition that might result in damage or loss to the property. The Corporation or anyone authorized by it may determine whether an emergency exists.
- c) If an owner is not personally present to grant entry to his or her Unit, the Corporation or its agents may enter the Unit without rendering it, or them, liable to any claim or cause of action for damages by reason of having entered the Unit provided that they exercise reasonable care.
- d) The rights and authority 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 or exclusive use portions of the common elements, except as specifically provided in this Declaration or the By-laws.
- e) The Corporation shall enjoy the benefit of any additional rights of entry as may be authorized by the Act, this Declaration, the By-laws or Rules as amended from time to time.

3.03 Rights of Access through Parking Units

In addition to, and without limiting general rights of access set out in the Act, the Corporation enjoys an easement over all parking units for the purpose of performing its obligations with respect to maintenance and repair as set out in the Act and in this Declaration.

ARTICLE 4 COMMON ELEMENTS

4.01 Use of Common Elements

Subject to the provisions of the Act, the Declaration, the By-laws and the Rules and, without limiting the foregoing, to the restrictions in Article 4.04, each owner shall have the full use, occupancy and enjoyment of the whole or any part of the common elements except those parts of the common elements of which another unit owner has the exclusive use in accordance with this Declaration, and except as otherwise indicated.

4.02 Exclusive Use of Common Elements

Each Unit owner shall have the exclusive use of the balcony and/or terrace area to which his or her Unit has sole and direct access.

4.03 Storage Areas and Bicycle Storage

All Units shall have the use and benefit of one exterior shared exterior common element storage area located under the balconies of Units 1, 2 and 3 on Level 1. The storage area allocations shall be confirmed by By-law. The allocation in the By-law may only be

amended by further By-law of the Corporation confirmed by a majority of the owners in accordance with the Act.

Exterior bicycle storage will be provided on the common elements of the Corporation only if required in accordance with City of Ottawa by-law requirements that apply at the time of construction and any bicycle storage provided shall be managed by the Corporation as it sees fit.

4.04 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 for utility areas, building maintenance storage areas, operating machinery, or any other parts of the common elements used for the care, maintenance or operation of the Property.

4.05 Modifications

- a) Modifications to the common elements are governed by Sections 97 and 98 of the Act. Except as otherwise provided in this Declaration, for the purpose of Sections 97 and 98 of the Act, the Board shall decide whether any addition, alteration or improvement to, or renovation of the common elements, including the exclusive use common elements, or any change in assets of the Corporation, is substantial.
- b) Except as permitted in this Declaration and in the By-laws of the Corporation, or as required by Article 5, no alteration, work, repairs, decoration, painting, maintenance, structure, fence, screen, hedge or erection of any kind whatsoever shall be performed, done, erected or planted within or in relation to the common elements (including any part thereof of which any owner has the exclusive use) except by the Corporation or with its prior written consent or as permitted by the By-laws or Rules, and subject to any additional requirements in the Act.
- c) No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any Unit or any portion of the common elements or the Building, except by the Corporation in conjunction with a common television cable system, and no cable shall be strung on the outside of the Building provided that owners may make application to the Corporation for approval in accordance with section 98 of the Act for the installation of a satellite dish to serve the unit.
- d) Gas fireplaces are not permitted. Natural gas appliances may be permitted subject to compliance with the provisions of section 98 of the Act and the this Declaration and the By-laws and Rules of the Corporation. Natural gas barbecues shall be permitted on the balconies or terraces of the Units.
- e) In order to limit sound transfer between the Units, Unit owners shall not install ceramic tile, natural stone flooring, or other hard flooring materials, provided that laminate and hardwood flooring materials with an appropriate acoustic underlay are permitted, but specifications for the installation, including material specifications and the proposed method of installation must be provided to the Board of Directors for prior written approval.

4.06 Substantial Damage

Within fifteen (15) days of the determination by the Board that there has been substantial damage to twenty-five (25%) percent of the building, notice of the determination and of a meeting for the purpose of voting for repair shall be given to the owners and mortgagees, with such notice to the mortgagees and to all owners to be sent by registered mail.

4.07 Animals on the Common Elements

No animal, livestock or fowl shall be kept or tied upon the common elements, including those parts of the common elements that are designated for exclusive use of a particular Unit owner. When on the common elements, all animals must be on a leash. Owners of pets are responsible for ensuring that they comply with all provisions of the Declaration, By-laws and Rules with respect to pets and with all municipal by-laws and regulations regarding the same.

4.08 Signage and Marketing of Unsold Units

The Declarant is entitled to erect and maintain signs, displays and sales areas for marketing purposes, including a sales office, and models for display and sales purposes relating to Units, upon the common elements and within or outside any unsold Units. Signage may be erected at such locations and having such dimensions as the Declarant may determine. The Declarant may also make use of any unsold parking units as it may require for its staff and visitors.

Until such time as the Declarant has a binding Agreement of Purchase and Sale for the last residential Unit in the Condominium, no sign, advertisement or notice offering a Unit for sale or rent shall be inscribed, painted, affixed or placed on any part of the inside or outside of the building or common elements, except by the Declarant. Thereafter, signs, advertisements, or notices offering a Unit for sale or rent may only be placed on or affixed to the common elements on consent of the Board of Directors, and in such location and on such terms as the Board of Directors may determine. Notwithstanding the foregoing, the Board of Directors shall have the right, in its absolute discretion, to prohibit any signage that may be visible from the exterior of the Building.

ARTICLE 5 MAINTENANCE AND REPAIRS

- 5.01 Subject to Section 123 of the Act and Article 5.05 hereof, each owner shall maintain and repair his or her residential Unit, and, subject to the provisions of this Declaration, each owner shall be responsible for damage to any other Unit or to the common elements which is caused by the failure of the owner to so maintain or repair his or her Unit.
- 5.02 Owners will be responsible for keeping their parking unit and storage area clean and free from debris or refuse in accordance with the provisions of the Declaration and in accordance with the Rules of the Corporation. The Corporation may arrange to have the parking area professionally cleaned from time to time and to treat the costs of the cleaning as a common expense. The Corporation will otherwise maintain the parking units, including any waterproofing membrane, traffic topping and asphalt, whether or not such elements fall within the boundary of a parking unit.
- 5.03 Owners will be responsible for keeping their balconies, roof terraces and any exterior stairs and landings that provide or have access to their Unit, in broom swept condition. The Corporation shall be responsible for snow removal from balconies and exterior landings and stairs, provided that the snow removal will be undertaken at the discretion of the Board of Directors and only as necessary to ensure the proper maintenance and repair of the common elements.
- 5.04 Except as may otherwise be provided in this Declaration, the Corporation shall maintain and repair the common elements and shall maintain and repair all windows and all doors providing access to and from the units, whether such items are part of a unit or are part of or installed upon the common elements save and except:
- a) maintenance of interior surfaces of doors, windows, door frames or window frames;
 - b) maintenance and repair of window and door hardware, window screens and patio door screens;

- c) maintenance and repair of heating and air conditioning equipment and all related apparatus that provides heating and cooling to an owner's Unit;
- d) any repairs required as a result of an act or omission of such owner, his or her family or any member thereof, any other resident of his or her Unit or any guests, invitees or licensees of such owner or resident (including costs associated with damage to the Property and any costs incurred by the Corporation in preparation for or pursuance of any legal proceedings relating to the damage caused by such act or omission) except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance maintained by the Corporation) and covered by the insurance arranged by the Corporation, to the extent of any recovery by the Corporation in respect of such damage;
- e) maintenance and repair of any modifications to the common elements undertaken by an owner in accordance with Article 4.05 of this Declaration;
- f) maintenance and repair of all venting and related apparatus for any natural gas appliances installed as part of the original construction or subsequently undertaken in compliance with Section 98 of the Act and the provisions of this Declaration and the By-laws and Rules of the Corporation;
- g) maintenance and repair of any other modifications that an owner may undertake in compliance with Section 98 of the Act and the provisions of this Declaration and the By-laws and Rules of the Corporation;

all at its own expense, whether such items are part of a Unit or are part of or installed upon the common elements.

Planning for major repair and replacement of the common elements shall be the responsibility of the Corporation in accordance with regular performance audits and reserve fund planning undertaken in accordance with the Act.

The driving surface on Level 1 of the exterior parking area forms part of the parking units. Notwithstanding the foregoing, all such elements shall be maintained and repaired by the Corporation. Owners of the parking units are responsible for maintaining the parking unit in an ordinary state of cleanliness in accordance with Article 5.02 of this Declaration and for any amounts payable to the Corporation pursuant to Article 5.04 and Article 8 of this Declaration in relation to damage caused to the driving surfaces or membrane as a result of such use. The Corporation shall undertake the repair of any such damage and notify the owner of the cost of such repair. In the event that such amount remains unpaid after a period of thirty (30) days, the Corporation may add such amounts to the common expenses for the parking unit and may collect such amounts in the same manner as common expenses.

- 5.05 Notwithstanding any other provision in this Declaration, the Corporation shall maintain and repair all pipes, wires, cables, conduits, ducts, shafts flues or utility lines used for power, telephone, cablevision, gas, water, heating or drainage which are within a Unit and which provide service to any other Unit or the common elements. Without limiting the obligation of the owners under Article 5.04 of this Declaration, the Unit owners shall also maintain and repair all fixtures, outlets, exhaust fans, heating equipment, thermostats and other facilities that service the Unit only whether or not such fixtures, outlets, exhaust fans, heating equipment, thermostats and other facilities are located within the Units or on the common elements.
- 5.06 Notwithstanding the foregoing, each owner shall be responsible for damage to any other Unit or to the common elements which is caused by the failure of the owner to maintain or repair his or her Unit.
- 5.07 No owner shall undertake work with respect to the common elements pursuant to Article 5.04 of this Declaration unless the owner first gives notice to the Corporation of his or her intention to undertake such work and provides the Corporation with specifications for

the work for approval by the Corporation. The Corporation reserves the right to insist that any work to be undertaken by the owner that may involve any part of the common elements shall be undertaken by a contractor approved by the Corporation.

- 5.08 The Corporation may make any repairs or maintenance that an owner is obligated to make and that such owner does not make within a reasonable time, and in such an event, an owner shall be deemed to have consented to having repairs or maintenance completed by the Corporation and such owner shall reimburse the Corporation in full for the cost of such repairs or maintenance, including any legal costs as between solicitor and client and any collection costs incurred by the Corporation in order to enforce the owner's obligations or to collect the costs of such repairs or maintenance, and all sums of money shall be added to the common expenses for the Unit and shall be recoverable as such, in accordance with Article 8 and the provisions of the Act and the By-laws of the Corporation.

ARTICLE 6 LEASE OF UNITS

- 6.01 No owner of a Unit, other than the Declarant, shall lease any Unit unless an agreement is signed by the tenant and delivered to the Corporation to the following effect:

I, tenant's name, agree that I, the members of my household, my guests, visitors and invitees from time to time, when using the Unit rented by me, and the common elements, will comply with the Act, the Declaration, the By-laws, and all Rules and Regulations of the Corporation, during the term of my tenancy.

All leasing shall be subject to the requirements of section 83 of the Act, which requires that the owner provide the Corporation with particulars of any lease.

- 6.02 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.
- 6.03 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.

ARTICLE 7 INSURANCE

- 7.01 The Corporation shall obtain and maintain insurance, on its own behalf and on behalf of the owners as required by the provisions of the Act. Such insurance may be subject to a loss deductible clause. The obligation of the Corporation to maintain such insurance does not include any obligation to insure for damage caused to improvements made to a unit.
- 7.02 The policy of insurance maintained by the Corporation with respect to the Property shall describe the insured as the Corporation and the owners from time to time and shall contain all provisions required by the Act.
- 7.03 Owners shall arrange and maintain insurance policies to cover the value of their personal property and the contents of their unit, any improvements to their Unit (as defined by the Act and the Standard Unit Description maintained by the Corporation), their liability as occupier of the Unit, and for any loss that they may incur as a result of the application of the deductible amount under the policy of insurance maintained by the Corporation. Owners may also maintain insurance for such other risks and liabilities that they may determine to be appropriate in consultation with their insurance professional(s). The Corporation may request that any owner provide proof of such coverage by way of a binder letter issued by the insurer for the Unit owner. Notwithstanding the foregoing, the Corporation assumes no obligation with respect to insurance that may be obtained and maintained by owners and all owners are advised to consult with their insurance professional regarding appropriate coverage.

**ARTICLE 8
INDEMNIFICATION**

- 8.01 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, his or her family or any member thereof, any other resident of his or her Unit or any guests, invitees or licensees of such owner or resident (including costs associated with damage to the property and all costs incurred by the Corporation in preparation for or pursuance of Court or other proceedings relating to any such act or omission) except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and covered by the insurance arranged by the Corporation.
- 8.02 All payments pursuant to this Article are deemed to be additional contributions toward the common expenses of the particular Unit owner and recoverable as such.

**ARTICLE 9
MISCELLANEOUS**

9.01 Invalidity

The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the remaining parts of this Declaration.

9.02 Gender

The use of the masculine gender in this Declaration shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires, and vice versa.

9.03 Waiver

No restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches of which may occur.

DATED at Ottawa this day of , 2005.

WITNESS the Declarant has signed the Declaration by the hands of its proper officers duly authorized in that behalf.

Tartan Urban Developments Inc.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Declarant

SCHEDULE "A"

Lot 1714
Plan 157
City of Ottawa
Land Titles Division of Ottawa-Carleton No. 4

PIN NO.: 04034-0092 (LT)

(the "Lands")

Solicitor's Certificate

I, Deborah A. Bellinger, solicitor for Tartan Urban Developments Inc., the registered owner of the above-noted property, hereby state that in my opinion, based on the abstract index and the plans and documents recorded in them, the above-noted legal description is correct and the easements described exist in law and the Declarant is the registered owner of the land and appurtenant easements.

Nelligan O'Brien Payne LLP
Solicitor for Tartan Urban Developments Inc.

Per: _____
Deborah A. Bellinger

SCHEDULE "B"
CONSENT UNDER CLAUSE 3(1)(b) OF THE ACT

Mortgagee:
Registration No.:
Date of Registration:

1. We, _____, have a registered charge (or mortgage) within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered as Instrument No. _____ on _____ in the Land Registry Office for the Land Titles Division of Ottawa-Carleton No. 4.

2. We, _____, hereby consent to the registration of this declaration pursuant to the Act against the land or interests appurtenant to the land, as the land and the interests are described in the description.

3. We, _____, postpone the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.

4. We, _____, are entitled by law to grant this consent and postponement.

Dated at _____ this _____ day of _____, 200_____.

Per: _____
Print Name:
Print Title:

Per: _____
Print Name:
Print Title:

I/WE have the authority to bind the Corporation.

SCHEDULE "C"
BOUNDARIES OF UNITS AND MONUMENTS
(to be completed by Surveyor)

Note: The Unit boundaries will be described by an Ontario Land Surveyor. In general terms, the residential Units will be defined to *include* all drywall and interior doors finishes and fixtures. The residential Units shall be defined to *exclude* any structural or load bearing walls, the structural/ concrete floor below the unit and the concrete slab above the unit and all exterior elements unless otherwise stated in this Declaration.

Windows and exterior doors shall be part of the common elements provided that the interior surface of doors and windows and ordinary maintenance of all hardware and screens shall be the responsibility of the Unit owners.

SCHEDULE "D"

**PROPORTION OF COMMON INTEREST AND CONTRIBUTION
TO COMMON EXPENSES, EXPRESSED IN PERCENTAGES**

LEVEL	UNIT	CONTRIBUTION TO COMMON EXPENSES	PROPORTION OF COMMON INTEREST
RESIDENTIAL UNITS			
1	1	13.28	13.28
1	2	13.01	13.01
1	3	13.54	13.54
2	1	15.15	15.15
2	2	15.01	15.01
2	3	15.01	15.01
EXTERIOR PARKING UNITS			
1	4	3.00	3.00
1	5	3.00	3.00
1	6	3.00	3.00
1	7	3.00	3.00
1	8	3.00	3.00
TOTAL		100.0000%	100.0000%

Percentages and Calculations contained herein verified by:

Print Name: Deborah A. Bellinger
Print Title: Solicitor

SCHEDULE "E"
COMMON EXPENSES

Common Expenses payable by all Unit owners pursuant to Article 2 and Schedule "D" herein shall, without limiting the definition ascribed thereto, include the following:

Any expenses incurred by the Corporation or the Board in the performance of the objects and duties of the Corporation whether such objects or duties are imposed under the provisions of the Act or the within Declaration or performed pursuant to any By-law of the Corporation. Without limiting the generality of the foregoing, said expenses shall include the following:

- a) all sums of money payable by the Corporation on account of any and all public and private suppliers of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies and charges for:
 - insurance premiums on the Master Policy of Insurance and such other insurance as may be required by the Act;
 - water and sewage unless separately metered for each Unit;
 - electricity consumed on the common elements;
 - water and sewage charges relating to water consumed in relation to the common elements, except common elements of which an owner has exclusive use;
 - maintenance, repairs and replacements as required under the Act including materials, labour, tools, supplies, equipment and chattels;
 - maintenance and repair of Unit heating systems and related components, and all related components and apparatus and that serve the Unit only, whether located within the Unit or on the common elements;
 - maintenance and repair of any Unit air conditioning system that serves the Unit only, and all related components and apparatus related to the air conditioning system, whether located within the Unit or on the common elements
 - snow removal and landscaping;
 - realty taxes (including local improvement charges) levied against the entire property (until such time as taxes are levied against each Unit);
 - cleaning and cleaning supplies in relation to the common elements;
- b) remuneration payable by the Corporation to any employees deemed by the Board to be necessary for the proper operation and maintenance of the property;
- c) the cost of maintaining fidelity bonds as may be provided in the By-laws;
- d) all sums paid or payable by the Corporation to or for the benefit of any and all persons, firms or corporations engaged or retained by the Corporation, the Board of Directors, or its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation, including without limiting the generality of the foregoing, legal, engineering, accounting, expert appraisal, advisory, managerial and secretarial services;
- e) the cost of equipment for use in and about the common elements including the repair, maintenance, operation or replacement thereof;
- f) all sums of money paid or payable by the Corporation pursuant to the provisions of subsection 97(7) of the Act, or any successor provisions;
- g) the costs of borrowing money for the purpose of carrying out the objects and duties of the Corporation;
- h) the cost of insurance appraisals;
- i) the fees payable to an insurance trustee, if any;
- j) any amounts described as common expenses in the Act, as amended from time to time.

SCHEDULE "F"
EXCLUSIVE USE COMMON ELEMENTS

[Note: The exclusive use common elements will be described on plans of survey filed upon registration of the condominium]

Each Unit owner shall have the exclusive use of the balcony and/or terrace area to which his or her Unit has sole and direct access.

SCHEDULE "G"
Form 2

Condominium Act, 1998

CERTIFICATE OF ARCHITECT OR ENGINEER
(under clause 8 (1) (e) or (h) of the *Condominium Act, 1998*)

I certify that:

[Strike out whichever is not applicable:

Each building on the property

OR

(In the case of an amendment to the declaration creating a phase:

~~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:

(Check whichever boxes are applicable)

- 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.
- Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
- 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.
- ~~All underground garages have walls and floor assemblies in place.~~

OR

- There are no underground garages.
- ~~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 designed for use only within the unit.
- All installations with respect to the provision of water and sewage services are in place.

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

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.~~

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

~~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.

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 day of , 200 .

(signature)

(print name)
(Strike out whichever is not applicable:
Architect
Professional Engineer)

SCHEDULE 3 TO THE DISCLOSURE STATEMENT

**92 HOLLAND AVENUE
92 HOLLAND AVENUE, OTTAWA**

BY-LAW NO. 1

BE IT ENACTED as By-law No. 1 of Ottawa-Carleton Standard Condominium Corporation No. (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I
DEFINITIONS**

All words used herein which are defined in the Condominium Act, 1998 or any successor (the "Act") shall have ascribed to them the meanings set out in the Act as amended from time to time.

**ARTICLE II
MEETING OF MEMBERS**

1. Annual Meeting: The annual meeting of the owners shall be held at such place within the City of Ottawa at such time and on such day in each year as the Board may from time to time determine, subject to the provisions of the Act, for the purposes of delivery of any reports of the officers of the corporation, delivery of any documents required by the provisions of the Act or the Declaration, the election of directors, the appointment of the auditor and such other purposes as may be prescribed by the Act and the Declaration and By-laws or properly brought before the meeting.
2. Persons Entitled to be Present: The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the register, and any others entitled to vote at the meeting and the auditor of the Corporation, the Directors and Officers of the Corporation, and a representative of the Manager, and others who, although not entitled to vote, are entitled or required under the provisions of the Act or the Declaration and By-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the Chairperson of the meeting or with the consent of the meeting.
3. Right to Vote: Subject to the right of a mortgagee of a unit to exercise the right of the owner to vote, every owner shall be entitled to vote who is entered on the record as an owner or has given notice to the Corporation, in a form satisfactory to the Chairperson of the meeting that he/she is an owner. Any dispute over the right to vote shall be resolved by the Chairperson of the meeting upon such evidence, as he/she may deem sufficient.
4. Conduct of Meetings and Method of Voting: At any general or special meeting, the President of the Corporation, or failing him/her, the Vice-President, or, failing him/her, some person elected at the meeting shall act as Chairperson of the meeting, and the Secretary of the Corporation shall act as Secretary of the meeting or, failing him/her, the Chairperson shall appoint a Secretary. Any question shall be decided by a show of hands unless a poll is required by the Chairperson or is demanded by an owner or mortgagee present in person or by proxy and entitled to vote, and unless a poll is so required or demanded, a declaration by the Chairperson that the vote upon the question has been carried, or carried by a particular majority, or not carried, is, in the absence of any reasonable contradictory evidence, proof of the fact without proof of the number of votes recorded in favour of or against such question; provided, however, that voting for the election of Directors shall be by ballot only. A demand for a poll may be withdrawn. If a poll is so required or demanded and the demand is not withdrawn, a poll upon the question shall be taken in such manner as the Chairperson shall direct.

5. Representatives: An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity, any person duly appointed as proxy for such corporation) upon filing with the Secretary sufficient proof of his/her appointment, shall represent the owner or mortgagee at all meetings of the owners, and may vote in the same manner and to the same extent as such owner.
6. Proxies: Every owner or mortgagee entitled to vote at a meeting of owners may by instrument in writing appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent and with the same power as if the owner or mortgagee were present at the meeting (subject to the terms of the proxy). The instrument appointing a proxy shall be in writing signed by the appointor, or his/her attorney duly authorized in writing. The instrument appointing a proxy shall be deposited with the Secretary of the meeting before any vote is cast under its authority.
7. Adjournment of Meeting: The Chairperson may adjourn the meeting from time to time and from place to place.
8. Co-Owners: Where there are two or more persons entitled to vote in respect of one unit, any one of them present or represented by proxy may, in the absence of the other(s), exercise the vote of the unit, but, if more than one of them are present, or represented by proxy and they disagree on their vote, the vote in respect of that unit shall not be counted.
9. Decision of the Owners: Where, by the Act, decisions are to be made by the owners, such decisions shall be made at a meeting of owners duly called for that purpose.

ARTICLE III THE CORPORATION

1. Duties of the Corporation: The duties of the Corporation shall include, but shall not be limited to the following:
 - a) the operation and management of the common elements and assets of the Corporation;
 - b) collection of common expense contributions;
 - c) obtaining and maintaining insurance for the property as may be required by the Act, the Declaration and By-laws;
 - d) maintaining such staff as may be required to carry out its duties in the management of the property;
 - e) providing to any owner or mortgagee, upon request, a certified copy of any or all policies of insurance arranged by the Corporation, and providing to any owner or mortgagee, upon their written request, the receipt or receipts for the last premium or premiums in respect thereof;
 - f) preparation of an estimated budget in accordance with Article IX hereof;
 - g) keeping accurate accounts and sending to each unit owner an annual statement of income and expenditures in respect thereto and keeping such accounts open for inspection by unit owners;
 - h) establishing and maintaining one or more reserve funds;
 - i) effecting compliance with the Act, the Declaration, the By-laws and the Rules from time to time;

- j) obtaining and maintaining Directors and Officers liability insurance, having coverage not less than the Corporation's general liability insurance, but otherwise on terms acceptable to the Board. The Corporation's Manager, if not insured under the policy as a Director or Officer, shall be a named insured in the policy.
2. Powers of the Corporation: The powers of the Corporation shall include but shall not be limited to the following:
- a) employment and dismissal of personnel necessary for the operation and management of the property;
 - b) employing a manager, for compensation to be determined by the Board, to perform such duties and services as the Board shall authorize;
 - c) obtaining and maintaining fidelity bonds for any officer or employee where deemed necessary by the Board, and in such a manner as the Board may deem reasonable;
 - d) to settling, adjusting, compromising or referring to arbitration or the courts any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
 - e) to borrowing such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Declaration and By-laws, or to otherwise fulfilling the objects and duties of the Corporation, and securing any such loan by mortgage, pledge or charge of any asset of the Corporation, and adding the repayment of such loan to common expenses, provided, however, that any such borrowing in excess of Five Thousand Dollars (\$5,000.00) shall require separate approval by a majority of the unit owners at a meeting duly called for the purpose of obtaining such approval;
 - f) retaining and holding any securities or other property, whether real or personal, which shall be received by the Corporation, in the form received, whether or not the same is authorized by any law, present or future, for the investment of trust funds;
 - g) such further powers as may be necessary or incidental to the due performance of its duties.

ARTICLE IV BOARD OF DIRECTORS

1. Number and Quorum: The affairs of the Corporation shall be managed by the Board of Directors. Until changed by a By-law, the number of Directors shall be three (3) of whom three (2) shall constitute a quorum for the transaction of business at a meeting of the Board. Notwithstanding vacancies, the remaining Directors may exercise all powers of the Board so long as a quorum of the Board remains in office.
2. Election and Term: The Directors of the Corporation shall be elected in rotation, and upon the expiration of their respective term of office shall retire, but shall be eligible for re-election. At the first meeting of the owners held to elect directors, two (2) Directors shall be elected to hold office for a term of one (1) year from the date of their election and one (1) Directors shall be elected to hold office for a term of two (2) years from the date of his/her election. Such Directors may, however, continue to act until their successors are elected. If more than one (1) of such Directors whose terms are not of equal duration shall resign or otherwise be removed from the Board prior to the expiration of their respective terms, and shall be replaced at a meeting of members called for that purpose, the newly-elected Director or Directors receiving the greater votes shall complete the longest remaining terms of the vacating Directors. At each annual meeting

thereafter a number of Directors equal to the number of Directors retiring in such year shall be elected for a term of two (2) years.

3. Increase in the Size of the Board on Addition of Subsequent Phases: On the registration of the amendments to add subsequent phases as contemplated by the Declaration, the number of directors shall be increased to five (5) members. The initial terms of the additional two directors shall be established by the Board of Directors to accommodate the existing staggering of terms.
4. Qualifications: Each Director shall be eighteen (18) or more years of age and may, but need not be a member of the Corporation. A unit owner is disqualified from retaining his/her seat on the Board of Directors if he/she is in default for a period in excess of sixty (60) days of payment of his/her common expenses, and shall resign his or her position at the request of the Board.
5. Calling of Meetings: Meetings of the Board shall be held from time to time at such place within the City of Ottawa and at such time and on such day as the President or Vice-President, who is also a Director, or any two Directors may determine. The Secretary shall call meetings when directly authorized by the President or by a Vice-President who is also a Director or by any two Directors. Notice of any meeting so called shall be given personally, by ordinary mail or otherwise in accordance with the Act to each Director not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the *Interpretation Act*, (Canada) for the time being in force) before the time when the meeting is to be held, but no notice of a meeting shall be necessary if all the Directors are present and consent to the holding of such a meeting or if those absent have waived notice of, or otherwise signified in writing their consent to the holding of such a meeting.
6. Regular Meetings: The Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the board fixing a place and time of regular meetings of the Board shall be given personally, by ordinary mail or telegraph to each Director forthwith after being passed, but no other notice shall be required for any such regular meeting.
7. First Meeting of New Board: The Board may without notice hold its first meeting for the purpose of organization and the election and appointment of officers immediately following the meeting of members at which some of the Directors of such Board were elected, provided a quorum of Directors be present.
8. Indemnity of Directors and Officers: Subject to the provisions of the Act, every Director or Officer of the Corporation and his/her heirs, executors, administrators, and other legal or personal representatives shall from time to time be indemnified and saved harmless by the Corporation from and against:
 - a) any liability and all costs, charges and expenses that he/she sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him/her for or in respect of anything done or permitted by him/her in respect of the execution of the duties of his/her office;
 - b) all other costs, charges and expenses that he/she sustains or incurs in respect of the affairs of the Corporation.

ARTICLE V OFFICERS

1. Elected Officers: At the first meeting of the Board after each election of Directors, the Board shall elect from among its members a President. In default of such election, the then incumbent, if a member of the Board, shall hold office until his/her successor is elected. A vacancy occurring from time to time in such office may be filled by the board from among its members.

2. Appointed Officers: From time to time the Board shall appoint a Secretary and may appoint one or more Vice-Presidents, a General Manager, a Treasurer and such other officers as the Board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may, but need not be a member of the Board. One person may hold more than one office and if the same person holds both the office of Secretary and the office of Treasurer he/she may be known as Secretary-Treasurer.
3. Term of Office: In the absence of written agreement to the contrary, the Board may remove at its pleasure any officer of the Corporation.
4. President: The President shall, when present, preside at all meetings of the members and of the Board and shall be charged with the general supervision of the business and affairs of the Corporation. Except when the Board has appointed a person to the office of General Manager, the President shall also have the powers and be charged with the duties of that office.
5. Vice-President: During the absence of the President, his/her duties and powers may be performed and exercised by the Vice-President. If a Vice-President exercises any such duty or power, the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the Board may prescribe.
6. Manager: Subject to the authority of the Board and the supervision of the President, the Manager, if one be appointed, shall have the general management and direction of the Corporation's business and affairs and the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the Board and to settle the terms of their employment and remuneration. The terms of employment and remuneration of the Manager shall be settled from time to time by the Board.
7. Secretary: The Secretary shall give or cause to be given all notices required to be given to the members, Directors, auditors, mortgagees and all others entitled thereto. He/she shall attend all meetings of the Directors and of the members and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings. The Secretary shall be the custodian of the seal of the Corporation as well as all books, papers, records, documents and other instruments belonging to the Corporation and shall perform such other duties as may from time to time be prescribed by the Board.
8. Treasurer: The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and under the direction of the Board shall control the deposit of money, the safekeeping of securities and the disbursements of the funds of the Corporation. The Treasurer shall render to the Board at the meeting thereof, or whenever required of him/her, an account of all transactions and of the financial position of the Corporation and shall perform such other duties as may from time to time be prescribed by the Board.
9. Agents and Attorneys: The Board shall have power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.
10. Variation of Duties: From time to time, the Board may, by resolution, vary, add to, or limit the powers and duties of any officer or officers, including any of the duties described in this By-law.

**ARTICLE VI
BANKING ARRANGEMENTS & CONTRACTS**

1. Banking Arrangements: Subject to the provisions of paragraph 2 of this Article VI, the banking business of the Corporation, or any part of it, shall be transacted with such bank or trust company as the Board may by resolution designate, appoint or authorize from time to time, and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by such one or more officers or other persons as the Board may by resolution designate, direct or authorize from time to time and, to the extent provided in such resolution, including, without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any Agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such banker to do any act or thing on the Corporation's behalf to facilitate such banking business.
2. Execution of Instruments: Deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or Vice-President together with any other director. Notwithstanding any provisions to the contrary contained in the By-laws of the Corporation, the Board may at any time and from time to time direct the manner in which and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deeds, transfers, contracts or obligations of the Corporation may or shall be signed.
3. Execution of Status Certificates: Status Certificates may be signed by any Officer or any Director of the Corporation, or by the Manager of the Corporation (subject to any Management Agreement), provided that the Board may by resolution direct the manner in which, and the person by whom, such certificates may or shall be signed.

**ARTICLE VII
FINANCIAL YEAR**

The financial year of the Corporation shall end on the 31st day of December in each year, or on such other day as the Board by resolution may determine.

**ARTICLE VIII
NOTICE**

1. Method of Giving Notice by the Corporation: Any notice or document required to be given or delivered by the Corporation shall be sufficiently given if delivered personally to the person to whom it is to be given or delivered to the address noted in the record to be maintained by the Corporation under the Act, or mailed by prepaid ordinary mail to such address, or by such other means as may be permitted by the Act. Such notice or document shall be deemed to have been given personally when it is delivered to the person or delivered to the address, provided that if mailed it shall be deemed to have been personally given when deposited in a post office or public letter box.
2. Notice to the Board or Corporation: Any notice, communication or other document to be given to the Board or the Corporation shall be sufficiently given if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to it at the address for service of the Corporation set out in the Declaration, or changed in accordance with requirements of the Act. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.
3. Omissions and Errors: The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

ARTICLE IX
ASSESSMENT AND COLLECTION OF COMMON EXPENSES

1. Duties of the Board: All common expenses, charges and costs, as described in the Declaration, shall be assessed by the Board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The Board shall from time to time and at least annually prepare a budget for the property and appurtenant interests and determine, by estimate, the amount of common expenses for the next ensuing fiscal year, or remainder of the current fiscal year, as the case may be, which shall include provision for a reserve fund as required by the Act and provision for contributions relating to the services and facilities shared with the adjacent property. The Board shall allocate and assess such common expenses as set out in the budget for such period among the owners, according to the proportion in which they are required to contribute to the common expenses as set forth in the Declaration. The Board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively, determined as aforesaid, and shall deliver copies of each budget on which common expenses are based to all owners and mortgagees entered in the record kept pursuant to the Act.

2. Obligation of Owners: Each owner shall be obligated to pay to the Corporation or as it may direct the amount of such annual assessment as follows:

One-twelfth (1/12th) of such assessment shall be paid, in advance, on the first day of each and every month next following delivery of such assessment until such time as a new assessment shall have been delivered to the owner. Prior to the commencement of each fiscal year of the Corporation, each owner shall furnish to the Corporation a set of twelve post-dated cheques covering the standard monthly payment due by the owner during the fiscal year on account of common expenses and, in order to facilitate collection, shall pay the monthly payments in such other manner as may be directed by the Corporation.

3. Special Assessments: The Board may levy special assessments when the Board does not have sufficient funds to meet expenditures which have been incurred or which it is anticipated will be incurred. Notice of such special assessment shall include a written statement setting out the reasons for the assessment and the assessment shall be payable by each owner within ten (10) days after the owner has been given notice of the assessment or within such further period of time and in such instalments as the Board may determine.

4. Default in Payment of Assessment:
 - a) Arrears of any payments required to be made to the Corporation under the provisions of this Article or under the provisions of the Act shall bear interest at a rate to be determined by the Board, and in default of such, shall bear interest at the rate of twelve percent (12%) per annum and shall be compounded monthly until paid.

 - b) In addition to any remedies or liens provided by the Act, if any owner is in default in the payment of any assessment levied against him/her, the Board may retain a solicitor on behalf of the Corporation to enforce collection, and there shall be added to any amount found due, all costs of such solicitor as between a solicitor and his/her own client and such costs shall be collectible against the defaulting owner in the same manner as common expenses.

 - c) All payments upon account of common expense arrears shall be first applied to interest and then to the common expense arrears which were first due with respect to the particular unit.

- d) Any loss, cost or damage incurred by the Corporation by reason of a breach of the Act, the Declaration, By-laws or Rules in force from time to time, by any owner, his/her family, guests, servants, agents or occupants of his/her unit shall be borne by such owner and shall be added to the common expenses attributable to the owner's unit and shall be recoverable as such.

**ARTICLE X
MISCELLANEOUS**

- 1. Invalidity: The invalidity of any part of this By-law shall not impair or affect in any manner the validity and enforceability or effect of the balance this Bylaw.
- 2. Plural: The use of the singular shall be deemed to include plural wherever the context so requires, and vice versa.
- 3. Waiver: No restriction, condition, obligation or provision contained in this By-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- 4. Headings: The headings in the body of this By-law form no part of the By-law but shall be deemed to be inserted for convenience of reference only.
- 5. Alterations: This By-law or any part of it may be varied, altered or repealed by a By-law passed in accordance with the provisions of the Act and the Declaration.

The foregoing By-law is hereby passed by the Directors and confirmed by the owners pursuant to the Condominium Act, 1998.

DATED this day of _____, 200__.

**OTTAWA-CARLETON STANDARD
CONDOMINIUM CORPORATION NO.**

Print Name:
Print Title:

I have authority to bind the Corporation.

SCHEDULE 4 TO THE DISCLOSURE STATEMENT

**92 HOLLAND AVENUE
92 HOLLAND AVENUE, OTTAWA**

BY-LAW NO. 2

BE IT ENACTED as By-Law No. 2 (being a By-law respecting the installation of water meters) of OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. (hereinafter referred to as the "Corporation") as follows:

WHEREAS the Corporation has installed water meters to collect the costs of water consumed by each unit owner from such unit owner, on a user-pay basis;

AND WHEREAS Section 56 of the Condominium Act, 1998, allows the Corporation to pass by-laws to govern the management of the property;

AND WHEREAS Section 56 of the Act requires that by-laws be confirmed by owners of a majority of the units;

NOW THEREFORE be it enacted as a By-law of the Corporation as follows:

**ARTICLE I
DEFINITIONS**

- (2) All words used herein which are defined in the *Condominium Act*, or any successor ("the Act") shall have ascribed to them the meanings set out in the Act as amended from time to time.
- (3) For the purpose of this By-law, water charges shall include all water and sewer charges payable to the City of Ottawa, or any successor, or other responsible authority.

**ARTICLE II
INDIVIDUAL METERING OF WATER**

1. The Corporation is hereby authorized to enter into all units (upon reasonable notice), or into any part of the common elements of which the owner has the exclusive use, for the purpose of reading and inspecting the water meters and remote readers.
2. Each owner shall pay to the Corporation his or her share of the total water charges. Except as otherwise provided in Article 2.04 of the Declaration, the share payable by each owner on account of water charges shall be based on the total amount of water consumed in his or her Unit, as recorded by the water meter and the remote reader.
 1. The water charges shall be payable as follows:
 - a) Following the preparation of any budget of the Corporation, the Corporation shall provide each owner with a payment schedule indicating his or her monthly common expense payment and his or her estimated monthly water charges. Each owner shall pay his or her estimated monthly water charges on the first day of each month, together with his or her regular monthly common expense payment.
 - b) The Board shall calculate each owner's estimated monthly water charges on such reasonable basis as it deems appropriate.
 - c) Within 60 days following each fiscal year end (or more frequently, as determined by the Board), the Corporation shall provide each owner with an invoice based on an actual reading taken for each meter, indicating the total outstanding volume and cost of water consumed in his or her unit and indicating whether such owner:

- i) is entitled to a refund of an excess amount prepaid on account of water charges; or alternatively,
 - ii) owes the Corporation an additional amount representing the difference between the cost of all water consumed and the amount prepaid on account of water charges.
- d) Any amount owing by any owner to the Corporation pursuant to Article II(3)(c)(ii) herein , after adjustment required pursuant to Article 2.04 of the Declaration, shall be payable within 30 days following delivery of the invoice and shall be collectible in accordance with Article IV of this By-law.
- e) Any refunds due to owners pursuant to Article II(3)(c)(i) herein shall be distributed when the said amounts due pursuant to Article II(3)(c)(ii) herein have been collected and are available for redistribution.

ARTICLE III COLLECTION OF OWNERS' SHARES

Any amounts owing to the Corporation pursuant to this By-law and not paid when due, including any costs relating to the collection or attempted collection of any such amount, shall be added to the common expenses of the unit and shall be collectible from the unit owner in the same manner as common expenses, including by way of condominium lien. Such amounts shall bear interest at the rate of 12% per annum calculated and compounded monthly, on such amount as from time to time remains unpaid.

ARTICLE IV WATER COMMITTEE

Without limiting the discretion of the Board of Directors to administer the collection of the contributions to the water charges, the Corporation may establish a Water Committee to administer the collection and payment of water charges and to attend to the reading of the water meters and/or remote readers.

ARTICLE V PURCHASE ADJUSTMENTS

1. In the event of a sale of any unit in the Corporation, the vendor and the purchaser of such unit shall be responsible for adjusting water charges to the date of closing. The Status Certificate issued by the Condominium Corporation will make reference only to water charges which have been invoiced to, but not yet paid by, the unit owner.
2. Amounts prepaid by the owner on a monthly basis on account of water charges will be based on estimates, in accordance with Article II(3) of this By-law. It is the responsibility of the vendor and the purchaser of any unit in the Corporation to read the meter and/or remote reader on closing and to adjust for any excess amount or additional amount owing on account of water charges as they see fit.

ARTICLE VI MISCELLANEOUS

1. Invalidity: The invalidity of any part of this By-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
2. Plural: The use of the masculine gender in this By-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires, and vice versa.

3. Waiver: No restriction, condition, obligation or provision contained in this By-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
4. Headings: The headings in the body of this By-law form no part thereof but shall be deemed to be inserted for convenience of reference only.
5. Alterations: This By-law or any part thereof may be varied, altered or repealed by a By-law passed in accordance with the provisions of the Act, and the Declaration.

The foregoing By-law is hereby passed by the Directors and confirmed by the owners pursuant to the *Condominium Act* of Ontario.

DATED this day of , 200 .

**OTTAWA-CARLETON STANDARD
CONDOMINIUM CORPORATION NO.**

Print Name:
Print Title:

I have authority to bind the Corporation.

SCHEDULE 5 TO THE DISCLOSURE STATEMENT

**92 HOLLAND AVENUE
92 HOLLAND AVENUE, OTTAWA**

BY-LAW NO. 3

BE IT ENACTED as By-law No. 2 (being a By-law respecting the designation of storage lockers) of OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. (hereinafter referred to as the "Corporation") as follows:

WHEREAS the Corporation includes six (6) common element storage lockers;

AND WHEREAS pursuant to Article 4.03 of the Declaration, the storage lockers are to be designated by By-law of the Corporation;

NOW THEREFORE be it enacted as a By-law of the Corporation as follows:

**Article I
DEFINITIONS**

All words used herein which are defined in the *Condominium Act, 1998* as amended, ("the Act") shall have ascribed to them the meanings set out in the Act as amended from time to time.

**Article II
DESIGNATION OF STORAGE LOCKERS**

Pursuant to Article 4.03 of the Declaration, the shared storage lockers are hereby allocated as follows:

STORAGE LOCKER	STORAGE LOCKER LOCATION	SUITE/LEVEL
1	Under balcony of 92A, Level 1	92A, Level 1
2	Under balcony of 92A, Level 1	92B, Level 2
3	Under balcony of 92C, Level 1	92C, Level 1
4	Under balcony of 92C, Level 1	92D, Level 2
5	Under balcony of 92E, Level 1	92E, Level 1
6	Under balcony of 92E, Level 1	92F, Level 2

**Article III
MISCELLANEOUS**

- Invalidity:** The invalidity of any part of this By-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
- Gender:** The use of the masculine gender in this By-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires, and vice versa.
- Waiver:** No restrictions, conditions, obligations or provisions contained in this By-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

September 12, 2005

4. **Headings:** The headings in the body of this By-law form no part thereof but shall be deemed to be inserted for convenience of reference only.
5. **Alterations:** This By-law or any part thereof may be varied, altered or repealed by a By-law passed in accordance with the provisions of the Act and the Declaration.

The foregoing By-law is hereby passed by the Directors and confirmed by the owners pursuant to the *Condominium Act of Ontario*.

DATED this _____ day of _____, 2005.

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO.

Print Name:

Print Title:

I have authority to bind the Corporation

Version 2 - April 2002

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This document was prepared by Nelligan O'Brien Payne LLP for OCCC # ___ based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium.

Please note: The form from which this document was prepared is regularly revised and updated.

SCHEDULE 6 TO THE DISCLOSURE STATEMENT**92 HOLLAND AVENUE
92 HOLLAND AVENUE, OTTAWA****RULES**

BE IT RESOLVED that the Corporation enact the following Rules respecting the use of the common elements and Units to promote the safety, security, or welfare of the owners and of the property or to prevent unreasonable interference with the use and enjoyment of the common elements and of other Units.

The following Rules shall be observed by the owners and the term "owner" shall include the owner, his or her family, guests, agents or any other person occupying the Unit with the owner's approval.

1. Toilets, drains and other water apparatus shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein.
2. No sign (permanent or temporary), advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements whatsoever without the prior written consent of the Board.
3. No owner shall do, or permit, anything to be done in his Unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any building or on property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law. This provision shall not prohibit the operation of natural gas appliances in the Units or operation of natural gas barbecues on the common elements, provided that they are installed in accordance with all applicable laws and regulations governing the same and provided that any such installation undertaken after original construction has been undertaken in compliance with the requirements of the Act and the Declaration and By-laws of the Corporation. Owners shall take reasonable steps to ensure that the operation of a natural gas barbecue does not unreasonably interfere with the use and enjoyment of the property by other owners.
4. No stores of liquid gas or propane (including propane barbecue tanks), explosives, or other flammable materials, firearms, ammunition or any other combustible or offensive goods, provisions or materials shall be kept in the Units or on the common elements.
5. Nothing shall be placed on the outside of window sills or projections. No awnings, shades or shutters shall be erected over or outside of the windows, doors or balconies, without the prior written consent of the Board, and such additional approval as may be required by the Act.
6. Nothing shall be placed in window wells adjacent to the Units on Level 1. The window wells must be kept clear at all times.
7. The balconies, terraces and exterior landings are to be kept as clear as reasonably possible from storage items to ensure that each balcony, terrace and exterior landing continues to be functional for purposes intended and for fire safety of the occupants.
8. Water shall not be left running unless in actual attended use. No owner shall make use of water supplied by exterior faucets, except as previously authorized by the Corporation for purposes related to the maintenance and repair of the common elements.

9. Owners shall keep the unit at a reasonable temperature. Owners must ensure that the temperature of the unit does not result in freezing pipes, excessively cold walls, condensation, excessive heat or other problems which may cause harm to the property or any nuisance or discomfort to other residents.

Owners shall not allow the humidity levels in the unit to cause condensation, mold or mildew or otherwise to result in harm to the property.

Damage resulting from improper maintenance, such as dampness or condensation caused by the owner's failure to maintain proper ventilation levels or improper operation of a humidifier or any other moisture-producing device is the responsibility of the owner.

10. No owner shall place, leave or permit to be placed or left in or upon the common elements including those of which he or she has the exclusive use, any debris, refuse or garbage, except in accordance with the instructions of the Board and owners must maintain strict sanitary conditions at all times.
11. No owner shall create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the property by other owners, their families, guests, visitors, servants and persons having business with them.

No noise, caused by any instrument or other device, or otherwise, that in the opinion of the Board may disturb the comfort of the other owners, shall be permitted.

In order to minimize sound transfer between the Units, the Declaration contains specific provisions that prohibit the installation of hardwood and other hard flooring materials. Laminate flooring materials, with an appropriate acoustic underlay will be permitted, but specifications for the installation, including material specifications and the proposed method of installation must be provided to the Board of Directors for prior written approval.

12. Nothing shall be thrown out of the windows or doors of the building or off of balconies.
13. No owner shall overload existing electrical circuits.
14. No auction sale shall be held on the property.
15. The sidewalks, entries, passageways, walkways and driveways used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than for ingress and egress to and from their respective Units or parking areas.
16. No vehicle shall be driven on any part of the common elements other than on a roadway, driveway or parking space. No vehicle shall be parked on any part of the common elements except in a designated parking space.

No repairs or adjustments to motor vehicles may be carried out on the common elements or in the parking units.

17. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers, flower beds, or planters.
18. No building or structure or tent shall be erected, placed, located, kept or maintained on the common elements.
19. Any loss, costs or damages incurred by the Corporation by reason of a breach of any Rules in force from time to time by any owner, his family, guests, servants, agents or occupants of his Unit shall be borne by such owner and shall be added to the owner's common expenses and may be recovered by the Corporation against such owner in the same manner as common expenses.

20. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door, balcony or terrace.
21. No hanging or drying of clothes is allowed on the common elements.
22. The balconies, exterior landings and parking spaces shall not be used for storage and each balcony, terrace and parking space shall be kept clean by the Unit owner having the right to use it.
23. No animal, livestock or fowl (other than a pet) shall be kept or allowed in any Unit. No pets shall be kept or tied upon the common elements, and when on the common elements, all pets shall be on a leash. No pet that is deemed by the Board or Manager, in its absolute discretion, to be a nuisance shall be kept by any owner in any Unit. Such owner shall, within two (2) weeks of receipt of a written notice from the Board or the Manager requesting the removal of such pet, permanently remove such pet from the property. No breeding of pets for sale shall be carried on in or about any Unit or on the common elements.
24. No part of the common elements, including any part of which the owner has the exclusive use, shall be used for the erection, placing or maintenance of clothes lines, incinerators, garbage disposal equipment, recreation or athletic equipment, fences or other barriers, hedges, gardens or other vegetation, or for the disposal of rubbish, garbage or waste, unless such are authorized by the Corporation in accordance with the Act.
25. Owners shall ensure that all garbage is placed in plastic garbage bags and deposited in the area for garbage collection that may be designated by the Corporation for such purpose.
26. No Unit owner shall make any change to the common elements without the prior written consent thereto of the Board, and subject to the Condominium Act, and the Declaration.
27. No owner shall do anything or permit anything to be done that is contrary to any statute or municipal by-law or any rules, regulations or ordinances passed under any statute or municipal by-law.
28. No restriction, condition, obligation or provision contained in any Rule or Rules of the Condominium Corporation shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
29. Each of these Rules shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of these Rules shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remaining part of that Rule (if appropriate) or of the Rules, and in such event, the other part of the Rule (if appropriate) or the other Rules shall continue in full force and effect as if such invalid Rule or part of a Rule had never been included.

SCHEDULE 7 TO THE DISCLOSURE STATEMENT

92 HOLLAND AVENUE
92 HOLLAND AVENUE, OTTAWA

STANDARD UNIT DESCRIPTION

The purpose of this Description is to define the standard units in this condominium, in accordance with the requirements of the Condominium Act.

The Standard Units shall be defined in accordance with the original construction of the units, excluding improvements or change orders arranged by the original purchasers. The as-built architectural plans filed as part of the description shall form the basis of the description for of the Standard Units as originally constructed, provided that improvements or change orders made on behalf of the purchaser/owner prior to occupancy, and shown on the architectural plans, shall be excluded from the standard unit.

Where the materials or specifications set out in the as-built architectural plans are uncertain or incomplete, the standard unit specifications and materials shall be consistent with "Builder's Standard" construction. In the case of any dispute as to what constitutes "Builder's Standard", a comparison shall be made to the quality of the particular feature being offered by builders of comparable construction at the time of the damage.

The standard units do not include features that are part of the common elements. The Corporation's Declaration determines which features form part of the common elements and which features form part of the units. To the extent that the unit specifications, attached, include features that are part of the common elements, they are included for reference and information purposes. They are not intended to be part of the standard unit.

Except as otherwise indicated in this Schedule, the standard unit(s) shall include all features of the units mentioned in the Declaration or shown in the description of the condominium. In the case of any inconsistency between the Declaration or description and this Standard Unit Description, this Standard Unit Description shall prevail.

All materials and construction shall conform to the current Ontario Building Code, Ontario Fire Code, Ontario Electrical Safety Code, current Municipal Regulations and By-laws, and all applicable bulletins in force. Where conflicting requirements exist, the most stringent shall apply. If any component of the standard unit must be upgraded or changed in order to comply with any applicable governmental regulation or code or other law applicable to the repair of insured damage or destruction, the said upgrade or change shall be considered part of the standard unit despite not being clearly defined herein as being part of the standard unit.

Note: The description as defined in the Condominium Act includes the as built architectural plans, which are therefore be deemed to be part of this Standard Unit Description subject to the exceptions noted above respecting change orders or "extras". The architectural plans will be filed with the Registry office on registration of the condominium and will be delivered to the condominium corporation, c/o the property manager on turnover of the corporation to the first elected board of directors.

Interior Finishes

Flat ceilings (No Stipple)
9' Ceilings in Living Areas
8' Ceilings on Bedrooms levels (except where required to be dropped for mechanical, plumbing)
Brushed Chrome Door Hardware
Interior Walls painted with Low Volatile Organic Compound (VOC)
Low VOC Caulking
Carbon Dioxide Detector and Smoke Detector where required by Building Code

Flooring

Ceramic, Wood Flooring and Carpet (as per plan)
 Ceramic in Bathrooms and Entrances
 Vinyl Flooring in Mechanical Room
 Laundry Pan under Washer/Dryer

Kitchen

Custom Crafted Cabinetry (Low Emission Materials)
 Ceramic Tile Backsplash
 Over the Range Microwave with Built-in Hood Fan (White)
 Rough-in for future Dishwasher
 Double Stainless Steel Kitchen Sink
 41" Upper Cabinetry
 Overhead light fixture in Kitchen

Bathroom

Custom Crafted Cabinetry (Low Emission Materials)
 Ceramic Tile Flooring
 Dual Flush Toilet (Water Saver)
 Low Flow Faucets in Showers and Tubs
 Bathroom doors have Privacy Set Hardware
 Scald Guard Pressure Balance Valve in all Showers
 Bathroom includes Tub with Ceramic Trim on Walls (as per plans)
 Fiberglass Shower Stalls trimmed with Ceramic Tiles
 Soap Dish, Towel Bar and Paper Holder
 Rounded Edge on Mirrors
 Over the Mirror Wall Lighting Fixture (pre-selected and located by Vendor)

HVAC

High Performance Individually Metered Central Heating
 Rental Hot Water Heater
 Heat Recovery Ventilation (HRV) in each unit (non-dedicated)

Rough-In

Pre-wired 3 to 4 phone outlets with CAT 5E wiring
 Pre-wired 3 Cable outlets with RJ6u
 RJ 11 jacks installed at individual phone outlet locations
 Rough-in or Private Security System

Green Features

Low or No VOC Finished Cabinetry
 Low E Argon Double Glaze Windows
 Low Volume Faucets
 On-Demand Hot Water
 Carbon Neutral Building

SCHEDULE 8 TO THE DISCLOSURE STATEMENT**92 HOLLAND AVENUE
92 HOLLAND AVENUE, OTTAWA****NOTES TO BUDGET STATEMENT**

The Corporation has a duty to raise sufficient funds required to discharge its obligations under the Act, Declaration, By-laws, and Rules. Owners can typically expect common expense contributions to increase annually as a result of inflation at a rate of 2-4%. The budget will therefore be adjusted on registration to account for anticipated shortfalls that may be attributed to inflation or to market forces that were not anticipated when the budget was prepared.

The Vendor/Declarant will remit an amount to the Reserve Fund in accordance with Article H.3 of the Agreement of Purchase and Sale as such amounts are collected from purchasers on closing.

The Corporation will be required to conduct a Reserve Fund study within one year following registration of the Declaration. Until the Corporation conducts its first study and implements a reserve fund plan in accordance with section 94 of the *Condominium Act S.O. 1998*, (the "Act"), the total amount of contributions to the Reserve Fund must be calculated in accordance with subsection 93(5) of the Act as the greater of:

- (i) an amount reasonably expected to provide sufficient funds for the major repair and replacement of the common elements and assets of the Corporation calculated on the basis of expected repair and replacement costs and the life expectancy of the common elements and assets; and
- (ii) 10% of the budgeted amount required for contributions to the common expenses exclusive of the Reserve Fund.

On that basis, the budgeted contribution to the Reserve Fund is reasonably expected to provide sufficient funds for the major repair and replacement of the common elements and assets. Having said that, when the building is constructed and the expected repair and replacement costs and life expectancies are tested by a Reserve Fund Study, the recommended contribution may increase. This is the case with most new condominiums. By contributing an amount, in the first year budget, that may be higher than the contribution presently seen in other condominium developments presently on the market, the Declarant is attempting to minimize the amount of any increase that may be recommended when the first Reserve Fund Study is obtained.

SCHEDULE 9 TO THE DISCLOSURE STATEMENT
OTTAWA-CARLETON STANDARD CONDOMINIUM
CORPORATION NO.
OPERATING BUDGET SUMMARY
FIRST YEAR OF OPERATIONS

INCOMECondominium Fees

Fees for the first year of operations	\$15,280
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EXPENSESHydro

Exterior lighting, exterior power supply, electricity supplied to parking bollards, lighting for common meter room	\$480
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Water

Water consumed in relation to common elements	\$300
---	-------

Summer Grounds

Monies allocated to maintain the common grounds, shrubs and shrub beds.	\$1,500
---	---------

Winter Grounds

Snow clearance, and sanding and salting in the parking lot	\$2,400
--	---------

Repairs - General

Expenditures for minor repairs to the building, common areas and grounds	\$1,500
--	---------

Audit - Performance

Cost of engineering inspection, as defined by the Bill 38 - The Condominium Act of Ontario	\$3,000
--	---------

Audit - Financial

The cost to audit of the corporation's records for the year. Note: should <u>ALL</u> unit owners agree not to have an audit prepared, this expense could be eliminated.	\$1,200
---	---------

Insurance

Covers the premium of an "All Risk" policy for full replacement cost of the units and the building as was originally constructed.	\$1,500
---	---------

Office Expense

The cost of printing and postage for status and Annual General Meeting packages, newsletters, and the yearly budget.	\$200
--	-------

Miscellaneous Expense

Items unaccounted for in the budget \$200

Reserve Appropriation

This is the transfer of monies to the reserve fund for the repair and replacement for major components of the common elements such as the roof, paving, and windows

Note: A Reserve Fund Study has not been completed and this figure is an estimate

\$3,000

TOTAL EXPENSES

\$15,280

Note: All estimates are in 2005 dollars

SCHEDULE 10 TO THE DISCLOSURE STATEMENT

**92 HOLLAND AVENUE
92 HOLLAND AVENUE, OTTAWA**

Sections 73 and 74 of the Condominium Act, S.O. 1998, c. 19

Rescission of agreement

73. (1) A purchaser who receives a disclosure statement under subsection 72 (1) may, in accordance with this section, rescind the agreement of purchase and sale before accepting a deed to the unit being purchased that is in registerable form. 1998, c. 19, s. 73 (1).

Notice of rescission

(2) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to the declarant or to the declarant's solicitor who must receive the notice within 10 days of the later of,

- (a) the date that the purchaser receives the disclosure statement; and
- (b) the date that the purchaser receives a copy of the agreement of purchase and sale executed by the declarant and the purchaser. 1998, c. 19, s. 73 (2).

Refund upon rescission

(3) If a declarant or the declarant's solicitor receives a notice of rescission from a purchaser under this section, the declarant shall promptly refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it. 1998, c. 19, s. 73 (3).

Material changes in disclosure statement

74. (1) Whenever there is a material change in the information contained or required to be contained in a disclosure statement delivered to a purchaser under subsection 72 (1) or a revised disclosure statement or a notice delivered to a purchaser under this section, the declarant shall deliver a revised disclosure statement or a notice to the purchaser. 1998, c. 19, s. 74 (1).

Definition

(2) In this section,

"material change" means a change or a series of changes that a reasonable purchaser, on an objective basis, would have regarded collectively as sufficiently important to the decision to purchase a unit or proposed unit in the corporation that it is likely that the purchaser would not have entered into an agreement of purchase and sale for the unit or the proposed unit or would have exercised the right to rescind such an agreement of purchase and sale under section 73, if the disclosure statement had contained the change or series of changes, but does not include,

- (a) a change in the contents of the budget of the corporation for the current fiscal year if more than one year has passed since the registration of the Declaration and description for the corporation,
- (b) a substantial addition, alteration or improvement within the meaning of subsection 97 (6) that the corporation makes to the common elements after a turn-over meeting has been held under section 43,
- (c) a change in the portion of units or proposed units that the declarant intends to lease,

(d) a change in the schedule of the proposed commencement and completion dates for the amenities of which construction had not been completed as of the date on which the disclosure statement was made, or

(e) a change in the information contained in the statement described in subsection 161 (1) of the services provided by the municipality or the Minister of Municipal Affairs and Housing, as the case may be, as described in that subsection, if the unit or the proposed unit is in a vacant land condominium corporation. 1998, c. 19, s. 74 (2).

Contents of revised statement

(3) The revised disclosure statement or notice required under subsection (1) shall clearly identify all changes that in the reasonable belief of the declarant may be material changes and summarize the particulars of them. 1998, c. 19, s. 74 (3).

Time of delivery

(4) The declarant shall deliver the revised disclosure statement or notice to the purchaser within a reasonable time after the material change mentioned in subsection (1) occurs and, in any event, no later than 10 days before delivering to the purchaser a deed to the unit being purchased that is in registerable form. 1998, c. 19, s. 74 (4).

Purchaser's application to court

(5) Within 10 days after receiving a revised disclosure statement or a notice under subsection (1), a purchaser may make an application to the Superior Court of Justice for a determination whether a change or a series of changes set out in the statement or notice is a material change. 1998, c. 19, s. 74 (5); 2000, c. 26, Sched. B, s. 7 (5).

Rescission after material change

(6) If a change or a series of changes set out in a revised disclosure statement or a notice delivered to a purchaser constitutes a material change or if a material change occurs that the declarant does not disclose in a revised disclosure statement or notice as required by subsection (1), the purchaser may, before accepting a deed to the unit being purchased that is in registerable form, rescind the agreement of purchase and sale within 10 days of the latest of,

(a) the date on which the purchaser receives the revised disclosure statement or the notice, if the declarant delivered a revised disclosure statement or notice to the purchaser;

(b) the date on which the purchaser becomes aware of a material change, if the declarant has not delivered a revised disclosure statement or notice to the purchaser as required by subsection (1) with respect to the change; and

(c) the date on which the Superior Court of Justice makes a determination under subsection (5) or (8) that the change is material, if the purchaser or the declarant, as the case may be, has made an application for the determination. 1998, c. 19, s. 74 (6); 2000, c. 26, Sched. B, s. 7 (5).

Notice of rescission

(7) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to the declarant or to the declarant's solicitor. 1998, c. 19, s. 74 (7).

Declarant's application to court

(8) Within 10 days after receiving a notice of rescission, the declarant may make an application to the Superior Court of Justice for a determination whether the change or the series of changes on which the rescission is based constitutes a material change, if the purchaser has not already made an application for the determination under subsection (5). 1998, c. 19, s. 74 (8); 2000, c. 26, Sched. B, s. 7 (5).

Refund upon rescission

(9) A declarant who receives a notice of rescission from a purchaser under this section shall refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it. 1998, c. 19, s. 74 (9).

Time of refund

(10) The declarant shall make the refund,

(a) within 10 days after receiving a notice of rescission, if neither the purchaser nor the declarant has made an application for a determination described in subsection (5) or (8) respectively; or

(b) within 10 days after the court makes a determination that the change is material, if the purchaser has made an application under subsection (5) or the declarant has made an application under subsection (8). 1998, c. 19, s. 74 (10).