

VIBE

OTTAWA CARLETON STANDARD CONDOMINIUM CORPORATION NO.

CONDOMINIUM RULES

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RULES

TO THE UNIT OWNERS OF

OTTAWA CARLETON STANDARD CONDOMINIUM CORPORATION NO.

Pursuant to the Condominium Act, the Board of directors (the "Board") may make, amend or repeal rules respecting the use of common elements and units to,

- (i) promote the safety, security or welfare of the Owners and of the property and assets of the corporation; or
- (ii) prevent unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the corporation.

On _____, 20____, the Board (repealed) (amended) (in addition to) the current rule(s) of the Condominium Corporation and passed the following rules:

The rule(s) will become effective thirty (30) days after notice of the rules have been given to each Owner (which is hereby given with the delivery of this document) unless the Board receives a requisition in writing, made and signed by the Owners, who are listed in the condominium's voting records under subsection 47(2), must be entitled to vote and own at least 15% of the units when requiring a meeting of Owners, in which case the rule(s) will become effective only upon the approval of a majority of the Owners at the meeting.

If the Board does receive such a requisition, then the Board must call and hold a meeting of the Owners to consider the rule(s) within thirty five (35) days of the receipt of the requisition, failing which, any other requisitionist may call the meeting which shall be held within forty five (45) days of the receipt of the requisition by the Board.

RULES RESPECTING THE COMMON ELEMENTS AND UNITS OF THE CONDOMINIUM CORPORATION BY THE OWNERS

INTRODUCTION

The Board recognizes that the enjoyment that all unit Owners and other residents of the Vibe project derive from living in this condominium project can be seriously and detrimentally affected by the conduct of other unit Owners, their guests, employees, and of the other occupants of units.

The Board also recognizes that the quality of the lifestyle enjoyed by the unit Owners and other residents of Vibe will be enhanced by a spirit of mutual co-operation and consideration among the unit Owners and other residents of Vibe.

Accordingly, the Board has passed the following rules:

- (i) to promote the safety, security or welfare of the Owners and of the property; and
- (ii) for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units.

The Condominium Act provides that:

- (i) the condominium Corporation has a duty to effect compliance by the Owners with the Act, the declaration, the by-laws and the rules;
- (ii) each Owner is bound by and shall comply with the Act, the declaration, the by-laws and the rules;
- (iii) each Owner has a right to the compliance by the Owners with the Act, the declaration, the by-laws and the rules;
- (iv) the Corporation, and every person having an encumbrance against any unit and common interest, has a right to the compliance by the Owners with the Act, the declaration, the by-laws and the rules; and
- (v) the lessee (tenant) of the unit is subject to the duties imposed by the Act, the declaration, the by-laws and the rules on an Owner, except those duties respecting common expenses.

Accordingly, it is the Corporation's duty to ensure compliance with the rule(s) and individual unit Owners do not have the right or power to enforce rule(s). The Board requests that complaints concerning rule violations be made in writing to the Property Manager, who will bring them to the attention of the Board for immediate consideration.

It is the Board's intention that the full text of this document, including the introduction, all titles, headings and preambles, shall be considered to be part of the rules.

Owners and residents are reminded that they are responsible for ensuring that their tenants, guests, families and other visitors are familiar with and comply with the rules.

PASSED BY THE BOARD THIS _____ DAY OF _____ 20__.

RULES

The following rules are made pursuant to the Condominium Act, S.O. 1998, c.19 and shall be observed by all Owners and any other person(s) occupying the unit with the Owner's approval, including, without limitation, members of the Owner's family, his tenants, guests and invitees.

Any losses, costs or damages incurred by the Corporation by reason of a breach of any rules in force from time to time by any Owner, or his family, guests, servants, agents or occupants of his unit, shall be borne and/or paid for by such Owner and may be recovered by the Condominium Corporation (the "Corporation") against such Owner in the same manner as Common Expenses.

1. GENERAL

- (a) use of the common elements and units shall be subject to the rules which the Board may make to promote the safety, security or welfare of the Owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units.
- (b) rules as deemed necessary and altered from time to time by the Corporation shall be binding on all unit Owners and occupants, their families, guests, visitors, servants or agents.
- (c) for safety purposes, use of certain recreational facilities may be restricted to adults only, and children under sixteen (16) years of age must be accompanied by an adult and shall be responsible for enforcing the rules with respect to the use of such recreational facility.
- (d) no one shall restrict or prevent any candidate running for municipal, provincial or federal office (or his or her representative) from having access to or within the Condominium, between the hours of 9:00 a.m. and 9:00 p.m., in order to canvass at the door of each of the dwelling units or to campaign in the Condominium's lobby or other common meeting area. No more than two election-advertising posters, each having a size or dimension of not more than 3 feet, may be displayed through the window(s) of any dwelling unit, or displayed within the exclusive use common element areas appurtenant to any dwelling unit. However, no election advertising posters shall be displayed within (or affixed to) any portion of the non-exclusive use common elements areas whatsoever.
- (e) the filming of any movie for commercial purposes in any residential or parking unit or on the common elements is prohibited except when authorized by written consent from the Board.
- (f) failure of the Board or the Manager to enforce any rule or regulation on any occasion or occasions shall not be construed as a change in the rules or as permission to continue or repeat a breach of such rule or regulation.
- (g) smoking is prohibited in all non-exclusive common areas.

2. QUIET ENJOYMENT

- (a) each Owner, their families, guests, visitors, servants and agents shall not create nor permit the creation 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 units or Common Elements by other Owners or their respective families, guest(s), visitors, services and person(s) having business with them.
- (b) no noise shall be permitted to be transmitted from one unit to another. If the Board determines that any noise is being transmitted to another unit and that such noise is an annoyance or a nuisance or disruptive, then the Owner of such unit shall at his expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. If the Owner of such unit fails to abate the noise, the Board shall take such steps, as it deems necessary to abate the noise and the Owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise (including reasonable solicitor's fees).
- (c) no auction sales, private showing or public events shall be allowed in any unit or the common elements.

- (d) no mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or those parts of the common elements over which the Owner has exclusive use.
- (e) firecrackers or other fireworks are not permitted in any unit or on the common elements.
- (f) any repairs to the units or common elements shall be made only during reasonable hours.
- (g) no noise, caused by any instrument or any device, or otherwise, which in the opinion of the Board or the Manager disturbs the comfort of the other Owners, shall be permitted.

3. PETS

- (a) no Owner or occupant of a residential unit shall maintain, keep or shelter any animal, livestock, reptile or fowl therein, other than a household pet as herein and in the declaration defined. For the purpose of this restriction upon the use and occupation of residential units, the term "household pet" shall mean a caged bird, aquarium fish, domestic cats and/or domestic dog and unless any such household pet(s) become a nuisance and causes unreasonable interference with the use and enjoyment by Owners of other residential units and the common elements, in which event the Board may require the pet Owner to permanently remove such pet(s) from the property upon two weeks' written notice. Dogs that, in the opinion of the Board, acting reasonably, are or may be prone to attack other household pets or persons, shall be excluded from the definition of the term "household pet", and shall not be permitted to be kept within or upon the property.
- (b) any dog or cat must wear a collar with the identification of its Owner.
- (c) no dangerous animal or pet shall be permitted to be in or about any unit or the common elements at any time. No breeding of pets for sale shall be carried on in the property.
- (d) no pet shall be permitted to make excessive noise, and for the purpose of this provision, "excessive noise" shall mean noise that is annoying or disturbing to any Owner, but nothing herein shall restrict the discretion of the Board or Building Management.
- (e) unless within the confines of a residential unit, all dogs and cats shall be kept or held in hand by means of a short lead, leash or chain and this provision shall be applicable to the whole of the common elements, whether interior or exterior.
- (f) no pet shall be permitted to soil or damage any part of the common elements whether by waste, excrement or otherwise, and in the event of same, the Owner of the pet shall make good such damage and effect the removal of waste and save harmless the Corporation from any expense in connection therewith and it is hereby understood that the minimum charge for removal of excrement from the property by the Corporation shall be \$100.00 per removal chargeable against the unit Owner in whose unit the pet is resident or which unit the pet is visiting. **Cat litter shall not be put down the sink or toilet.**
- (g) anyone who keeps a pet on the property contrary to these rules (or any of them) shall within two (2) weeks of receipt of a written notice from the Board or the Building Management requesting the removal of such pet, permanently remove such pet from the property.

4. BUILDING SURVEILLANCE AND MONITORING

- (a) no duplication of keys shall be permitted except with the authorization of the Board, and the names of persons authorized to have keys shall be furnished to the Board at all times.
- (b) under no circumstances shall building access or common element keys be made available to anyone other than an Owner or occupant.
- (c) no visitor may use or have access to the residential common elements and facilities unless accompanied by an Owner or occupant.
- (d) building or garage access doors shall not be left unlocked or wedged open for any reason.

- (e) the designated service elevator availability will be allocated by the manager in accordance with the elevator moving rules. (Loading facilities shall only be used by residents with prior permission and as scheduled by the manager).
- (f) no Owner or occupant shall place or cause to be placed on the access doors to any unit, additional or alternate locks, without the prior written approval of the Board. All door locks and keys must be compatible with the lock systems on the property and a copy of each new key must be delivered to the manager.
- (g) all Owners shall supply to the Board the names of all residents and tenants of all dwelling units and the names of all users of locker units and the license number of all motor vehicles that are parked in parking units.
- (h) residents are to immediately report any suspicious person(s) seen in the building, garage or on the property to the manager or its staff.
- (i) all Owners or occupants of residential units shall not tamper with or cause the in-suite surveillance and monitoring system or smoke alarms to unnecessarily activate. Any Owner of a residential unit who causes or whose occupants of the unit cause a false alarm, which alarm is monitored and recorded by Property Management, shall pay to the Corporation an administrative charge of \$250.00 forthwith upon receipt of an invoice from Building Management, and if the invoice is not paid by the residential unit Owner to the Corporation within 7 days, the Corporation shall be and is hereby authorized to add the administrative charge of \$250.00 to the Owner's next monthly contribution toward common expenses, and such amount may be collected from the Owner in the same manner as common expenses.
- (j) the Board shall have the authority, from time to time, to restrict the number of building or garage access keys and/or access cards to residential unit Owners and to set policies regarding replacement of such keys and/or cards. Each Owner and occupant of a unit shall abide by such policies, as set out by the Board from time to time.
- (k) residents who will be absent from their residential units for more than seven (7) days shall advise the Property Manager of their period of absence and give the name, address and telephone number of a contact person during their absence or the names of persons who will be occupying the residential unit in such resident's absence.
- (l) the Property Manager and any Building Management staff employed, from time to time, by the Corporation will be instructed not to allow visitors, workmen or delivery persons entry into the building unless such entry is authorized by the appropriate resident of a residential unit and such authorization has been communicated to the Property Manager in the manner and format prescribed from time to time by the Board.
- (m) if instructed by the Board or Building Management to do so, the Property Manager when a particular resident is not in when a parcel is delivered, may accept delivery of the parcel and transport the parcel to the storage area located adjacent to the Property Manager's station and later inform the resident as soon as is reasonably convenient. The Property Manager is not to accept delivery of cash, registered mail, large or heavy furniture, or anything that cannot be easily carried by one person. Any large or heavy articles such as furniture may be delivered directly to the resident's residential unit through the service elevator and by the delivery personnel providing a letter of authorization to this effect, signed by the resident and left with the Property Manager, and other building staff.
- (n) the Property Manager and other building staff will also be instructed to have any cars that are improperly parked on the property (including residents' vehicles) tagged and/or towed from the property at an administration fee of \$250.00 in addition to all other costs and expenses incurred.

5. SAFETY

- (a) no storage of any combustible or offensive goods, provisions or materials shall be kept in any of the units or common elements.
- (b) no propane or natural gas tank shall be kept in any of the units or exclusive use common elements.

- (c) all Owners and occupants shall not overload existing electrical circuits.
- (d) water shall not be left running unless in actual use. Turn off washing machine valves after each use.
- (e) nothing shall be thrown out of the windows or the doors neither of the building nor from any balcony, terrace or roof.
- (f) nothing shall be placed on the outside of windowsills, projections or balcony railings.
- (g) barbecuing may be permitted on balconies and terraces where the gas line has been installed by the Declarant or an approved electric barbecue.
- (h) no Owner or occupant 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.

6. COMMON ELEMENTS

- (a) no one shall harm, mutilate, destroy, alter or litter the common elements or any of the landscaping works on the property including grass, trees, shrubs, hedges, flowers and flowerbeds.
- (b) no building, structure or tent shall be erected, placed, located, kept or maintained on the common elements and no trailer, either with or without living, sleeping or eating accommodation shall be placed, located, kept or maintained on the common elements including exclusive use common elements.
- (c) no furnishings or equipment shall be removed from the common elements by or on behalf of any Owner or occupant of a unit.
- (d) with the exception of the Communications Control Unit(s) operated solely by the Owner of the Communications Control unit(s) or an applicable designee or designees, no television antenna, aerial, tower, satellite dish or similar structure and appurtenances thereto shall be erected on or fastened to any unit, or any portion of the common elements, except by the Corporation in connection with a common television cable system. No portable or window air-conditioning unit (or any appurtenances thereto) shall be installed within any unit or common element area.
- (e) no painting by unit owners shall be done to the exterior of the buildings, railings, doors, windows or any other part of the common elements.
- (f) the sidewalks, entries, passageways, hallways, stairwells, walkways and driveways which are part of the common elements shall not be obstructed by any of the Owners or occupants or used by them for any purpose other than for ingress and egress to and from the buildings, a unit or some other part of the common elements.
- (g) no food or drink shall be consumed on the common elements except in such areas designated by the Board.
- (h) nothing shall be placed, located, kept, installed or maintained on the common elements. Any goods or chattels placed, left or stored on the common elements in contravention of these rules may be removed and stored by the Corporation or placed in warehouse storage with a company authorized to hold chattels in storage, all at the expense of the Owner or occupant.
- (i) any physical damage to the common elements caused by an Owner or occupant, his/her family, guests, visitors, servants or agents shall be repaired by arrangement and under the direction of the Board at the cost and expense of such Owner or occupant.
- (j) no awning, foil paper or shades shall be erected over, on or outside of the windows or patios, balconies or terraces without the prior written consent of the Board.

- (k) no addition, alteration, or improvement to the common elements, including any decoration or painting of any kind shall be made to any portion of the common elements, without the prior written approval of the Board, and without the execution of an Alteration Agreement.
- (l) roller-skating, skateboard riding, bicycling, ball throwing, street games (i.e. ball hockey, soccer) and other similar activities are strictly prohibited upon the common elements or within any parking unit(s).
- (m) the Board reserves the right to enter upon any part of the common elements designated for the exclusive use of an Owner of a residential unit for any purpose relating, directly or indirectly, to its objects and duties including carrying out inspections, maintenance, repairs, additions, alterations or improvements to the common elements, including the installation of roof tie back anchors for window washing.
- (n) no sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the building or common elements whatsoever without the prior written consent of the Board, unless as specifically contemplated in the declaration.
- (o) no one shall obstruct or permit the obstruction of any entry, passageway, hallway or stairwell, which is part of the common elements, and any such entry, passageway, hallway or stairwell shall be used only as a means of ingress or egress to and from the building and the residential unit or some other part of the common elements. No articles, fixtures or doormats shall be placed at individual doorways leading into any residential unit or in the hallways.

7. RESIDENTIAL UNITS

- (a) the toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for purposes for which they were constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. The cost of repairing damage resulting from misuse or from unusual or unreasonable use shall be borne by the Owner who, or whose, tenant, family, guest, visitor, servant or agent shall cause it.
- (b) no Owner or occupant shall make any major plumbing, electrical, mechanical, and structural or television cable alteration in or to his/her unit without the prior consent of the Board.
- (c) the Owner or occupant of each dwelling unit shall install a backing material of a white or off-white colour on each curtain, drapery, vertical blind, wooden shutter or other window covering that is not white or off-white and which may be visible from outside the unit through a door or window of the unit.
- (d) Units shall be used for residential purposes only, except as is permitted by the Declaration. No immoral, improper, offensive or unlawful use shall be made of any unit. All municipal, laws, rules and regulations of all government regulatory agencies shall be strictly observed.
- (e) no major electrical appliances, except a stove, refrigerator, washing machine, clothes dryer, dishwasher, other common household electrical appliances, and any appliances originally provided by the Declarant, shall be installed or used in any unit without the consent of the Board.
- (f) no Owner shall overload existing electrical circuits in his/her unit and shall not alter in any way the amperage of the existing circuit breakers in his/her unit.
- (g) no Owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his unit or adjacent Common Elements. Each Owner shall immediately report to the Manager all incidents of pests; insects, vermin or rodents and all Owners shall fully cooperate with the Manager to provide access to each unit for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the buildings.
- (h) all Owners shall repair and maintain the heating, ventilating and air conditioning units (the HVAC units) serving the dwelling units. The Corporation may make provision for (1) the oiling and vacuuming of the HVAC units once in each calendar year and (2) the changing of the filters in the HVAC units twice in each calendar year.

- (i) Rules Concerning Unit Flooring:
- (i) Owners must receive permission from Management or the Board of Directors prior to installation of hard flooring and have the sound attenuation placement verified during installation.
 - (ii) Acoustic underlay is to be installed under all areas of hard surface flooring as per the Minto acoustical engineering detail or better. The proposed design includes 6mm thickness cork underlay for engineered hardwood flooring, or other noise reduction system approved by the Board.
 - (iii) Upon completion of the installation the Owner shall provide a letter from their contractor that the scope of work was completed in accordance with the Rule concerning floor coverings.
- (j) residents shall attempt to conserve energy when feasible in order to reduce their unit's utility expenses. When practical, residents are encouraged to use heavy load appliances such as washers, dishwashers, air conditioners and cooking appliances during off-peak hours to reduce peak-load electricity charges. Residents are encouraged to turn off lights and appliances not in use; to minimize consumption of heat water; to keep windows closed in winter; to minimize air conditioner use and settings and to turn down thermostats when going to sleep or when the suite is vacated.
- (k) as a fire prevention measure, each Owner and resident shall remove the lint and other debris accumulating in the front and rear lint traps in any laundry drying machine on a regular basis, including dismantling and cleaning of the rear laundry dryer duct at least every two years, whether personally or by contracting an appliance repairman to do so, failing which the Corporation shall be entitled to hire an appliance repairman to do so at the cost of the Owner, which cost shall be added to the common expenses applicable to the Owner's unit and may be collected in accordance with the lien provisions set out in the Condominium Act.
- (l) all Owners and residents shall repair and replace any dripping taps with the appropriate washers and replacement components to avoid unnecessary consumption of water. When replacing washers or other components, the appropriate shut off valve must first be turned off.
- (m) In the event an owner installs a barbeque where the Declarant has installed a gas line, such owner shall be responsible for the maintenance and repair of such barbeque at his/her sole cost and expense. The corporation may make provision for an annual inspection of the gas lines to the barbeque.
- (n) Where the unit is equipped with a fireplace, the owner shall be responsible for the maintenance and repair of such fireplace at his/her sole cost and expense. The corporation may make provision for an annual inspection of the gas lines to the fireplace.

8. BALCONIES, TERRACES AND EXCLUSIVE USE AREAS

- (a) balconies and exclusive use areas shall not be used for cooking and barbecuing unless a natural gas connection has been provided by the Declarant or an approved electric barbeque.
- (b) no hanging or drying of clothes is allowed on any balcony, terrace or exclusive use area.
- (c) balconies, terraces and exclusive use areas shall not be used for the storage of any goods or materials; including bicycles.
- (d) no Owner, occupant or tenant shall do or permit anything to be done on a balcony, terrace or exclusive use area which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the units and/or common elements by other Owners, occupants or tenants.
- (e) no awnings or shades shall be erected over or outside of balconies, terraces and exclusive use areas without the prior consent of the Board. The Board shall have the right to prescribe the shape, colour and material of such awnings or shades to be erected.
- (f) no one other than the Declarant shall be permitted to plant or install, within the confines of any outdoor terrace (nor anywhere else within the confines of the Condominium) any

trees, hedges, shrubbery or any other type of foliage or flora, without the prior written consent of the Corporation thereto, and except in accordance with the specifications and conditions therefore approved by the Board or the Corporation's property manager from time to time.

- (g) no one other than the Declarant shall be permitted to install any water feature(s) upon or within any outdoor terrace, outdoor balcony or patio (nor anywhere else within the confines of the Condominium), without the prior written consent of the Corporation thereto, and except in accordance with the specifications and conditions therefore approved by the Board or the Corporation's property manager from time to time.
- (h) only seasonal furniture is allowed on exclusive use terraces and balconies. All such items shall be safely secured in order to prevent such items from being blown away from the exclusive use areas by high winds.
- (i) without limiting the generality of sub-paragraph (g) above, the Board may restrict or limit any installation on or improvement to any exclusive use terrace where necessary in its discretion to preserve or protect the structural integrity of the concrete slab and membrane immediately beneath it.

9. ALTERATIONS

Save as to what is permitted in the Declaration, owners wishing to make any alteration or change to an installation upon the common elements, a structural alteration to the unit and/or any change to the unit or to the common elements that may affect building services shall follow the procedures set forth in the Declaration, and as follows:

- (a) the Owner shall provide to the Corporation, in advance and at the Owner's expense, upon request of the Board and prior to the work being undertaken, a certificate from a professional engineer and/or architect who certifies that all work to be carried out by the Owner will be done in accordance with the plans and specifications filed with the Corporation; that the work to be carried out does not derogate in any way from the structural integrity of the building; and that the work to be carried out will not have an adverse effect upon the structure of the building, common building services, any other units or the common elements.
- (b) all work will be completed by the Owner using competent workers as expeditiously as possible, in a good and workmanlike manner and to the satisfaction of the Corporation according to the plans approved. Work will commence as soon as possible following the issuance of final consent of the Board and the alterations shall be completed as soon as possible thereafter.
- (c) prior to commencement of the work, the Owner shall enter into an alteration/indemnity agreement with the Corporation in accordance with Section 98 of the Act, and the Corporation shall arrange for the registration of said agreement in the parcel register for the unit, at the expense of the Owner.
- (d) prior to the commencement of the work, the Board may, in its discretion, require the Owner to furnish a deposit in the form of a certified cheque or money order for an amount to be reasonably determined by the Board. The said deposit shall be applied to any and all reasonable legal, engineering and administrative costs including the cost of inspecting the work, preparation and registration of the Section 98 Alteration/Indemnity Agreement, and any other reasonable cost incurred by the Corporation with respect to the Owner's alterations (which may include a proportionate share of the Corporation's total expenses in that regard for work which is done for the Corporation rather than merely relating to the Owner's unit) and regardless of whether the other unit Owners approve the proposed alterations. Should the deposit be inadequate to fully cover these costs, the Owner shall reimburse the Corporation for all expenses incurred pursuant to this rule, failing which these costs may be added to common expenses attributable to the Owner's unit, and may be collected as such.
- (e) each unit Owner who applies to the Board for approval to carry out alterations (aforesaid) and receives the Board's consent to proceed, does so at his/her own expense on the express condition and understanding that, upon being subsequently notified by the Corporation that maintenance and/or repairs must be effected which require the removal of the Owner's alterations, the Owner shall remove the alterations and shall be solely responsible for the full costs of replacing the alterations thereafter to the original

design. Any design change will be considered a new alteration requiring the approval of the Board and the entering into of a new agreement between the Corporation and the Owner. If the Owner fails to remove the alteration after notification of the requirement to do so, the Corporation may remove the alterations, and the cost thereof shall be deemed to be a common expense attributable to the unit, and may be collected as such.

- (f) all work (under this section) will be carried out, with prior approval of Building Management, in a manner so as to prevent the disturbance to other residents in the building, between the hours of 9:00 a.m. and 5:00 p.m. weekdays, excluding statutory and observed holidays.
- (g) all building materials, supplies and equipment shall be stored in the unit, and the names and identities of all workers and other persons involved in the alterations requiring entrance to the building shall be furnished to the Property Manager and they shall obtain access to and from the building by means designated by the Property Manager. None of such workers or persons shall be within the building other than during the hours in which work is being carried out.
- (h) the Board, or its authorized agents, shall be permitted to inspect the work and/or alterations at reasonable intervals during working hours to ensure the work is in accordance with the approved plans. The Board, or its agents, shall also be permitted to inspect the alterations at the time of completion thereof for the same purpose or for any other purpose. The Owner shall provide access to the alterations to enable such inspection to be made and further, the Corporation shall be entitled to enter the unit at any reasonable time and during any emergency, to inspect such alterations, and, if required to carry out any remedial work to protect the property, and such entry, inspection and/or remedial shall be deemed the performance of the objects and duties of the Corporation pursuant to the Section 19 of the Act.
- (i) the Board, or its authorized agents, may give such orders or directions to the workers or contractor as in their opinion may be necessary or desirable, acting reasonably, to protect any common element, avoid unreasonable disruption in the use and enjoyment of any common element (including common building services) by persons entitled to such use and enjoyment, or to remedy any lack of cleanliness or to abate any nuisance or disturbance to any Owner or occupant of any other unit. In the event of a breach of any term, covenant or condition herein to be observed by an Owner and his or her agents, the Board or its agents, shall have the right, at any time, to order the work to cease, and in such event, the Owner shall have no recourse against the Board, its agents or the Corporation for any damage directly or indirectly suffered by the Owner by the reason of the giving of any such order or direction.

10. STORAGE UNITS

- (a) all stored articles must be placed within the storage units and no storage is permitted on top of the space so as to conflict with fire regulations.
- (b) no stores of coal, propane, or natural gas tanks or any combustible materials or offensive goods, provisions or materials or any foodstuffs shall be stored in any storage units.
- (c) the storage units shall not be used as workshop areas, sleeping quarters or for any purpose other than for storage.
- (d) all items should be placed on a pallet or similar structure to prevent potential water damage and a tarpaulin should be placed over items as further protection from dust.

11. MOTOR VEHICLES PARKING & PARKING UNITS

For the purpose of these rules, "motor vehicle" means a private passenger automobile, station wagon, compact van or motorcycle as customarily understood. No motor vehicle parked upon any common elements shall exceed a height of 1.85 metres.

- (a) no vehicles, equipment or machinery, other than motor vehicles shall be parked or left on any part of the Common Elements and without limiting the generality of the foregoing, no parking areas shall be used for storage purposes.
- (b) no repairs, lubrication or oil change shall be made to any motor vehicle on any part of the common elements or on any parking unit.

- (c) no motor vehicle shall be driven on any part of the common elements other than on a driveway or parking space.
- (d) no owner or occupant shall connect any device or appliance to the electrical outlets located on any part of the common elements with the exception of exclusive use common elements nor shall an owner connect any device or appliance to the electrical outlets located at any parking unit unless the outlet is separately metered and billed to the owner.
- (e) no motor vehicle shall be driven on any part of common elements at a speed in excess of the posted speed. Except where otherwise posted, the fixed speed limit for motor vehicles or bicycles on the common elements shall be ten (10) kilometres per hour.
- (f) no Owner or occupant shall park a motor vehicle on any part of the common elements or on any parking unit other than their own.
- (g) no person shall place, leave, park or permit to be placed, left or parked upon the Common Elements any motor vehicle which, in the opinion of the Manager or as directed by the Board, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or appearance or its potential damage to the property. Upon seventy-two (72) hours written notice from the Manager, the Owner of the motor vehicle shall be required to either remove or attend to the motor vehicle as required and directed by the Manager, in default of which the motor vehicle shall be removed from the property at the expense of the Owner. If a motor vehicle is left standing in a parking space or upon the Common Elements and is unlicensed or unregistered with the Manager, the vehicle may be towed without notice to the Owner and at the Owner's expense.
- (h) no motor vehicle shall be parked on any part of the common elements that is a driveway, fire zone or delivery and garbage pick-up areas.
- (i) only one (1) motor vehicle that is either a private passenger automobile, station wagon, compact van or motorcycle may be parked in any parking unit unless the parking unit is of sufficient size to safely accommodate more than one (1) vehicle, provided that in no instance shall any portion of any motor vehicle protrude beyond the boundaries of the parking unit or encroach upon any portion of the common elements or any other parking unit.
- (j) no parking unit shall be transferred other than to the Declarant, the Corporation or to an Owner of a dwelling unit.
- (k) no parking unit shall be leased other than to an Owner, occupant or tenant of a dwelling unit and the term of any such lease shall not exceed the term of the tenant's lease of a dwelling unit, if any.
- (l) no motor vehicle having a propane or natural gas propulsion system shall be parked on any unit.
- (m) no parking unit shall be used for any purpose other than to park a motor vehicle.
- (n) all Owners or occupants of each parking unit shall maintain such unit in a clean and sightly condition and shall be responsible for the repair of any damage caused by the Owner or occupant to those portions of the unit consisting of the waterproofing membrane and traffic topping.
- (o) drivers shall turn on their headlights when entering or driving within the parking garage.
- (p) all motor vehicles operated by Owners must be registered with the Manager. Each Owner shall provide to the Manager the license numbers of all motor vehicles driven by residents of that unit.
- (q) motorcycles shall be licensed and equipped with the most recent noise control devices and operated on the roadways and in a manner so as not to disturb the other Owners. Mopeds and bicycles shall be operated only on the road and in such manner as not to obstruct traffic. No mopeds and bicycles are to be operated on sidewalks.
- (r) no unlicensed motor vehicles including mopeds and go-carts shall be driven within the property complex and no person shall operate a motorized vehicle within the complex without a proper operating license.

- (s) no person shall park or use a motor vehicle in contravention of these rules, otherwise such person shall be liable to be fined or to have his motor vehicle towed from the property in which event neither the Corporation nor its agents shall be liable whatsoever for the damage, costs or expenses whatsoever caused to such motor vehicle or to the Owner thereof.
- (t) no unit Owner or occupant shall install, or cause or permit to be installed a garage door or enclosure of any kind whatsoever upon a parking unit.
- (u) all moving vans and delivery vehicles are required to register with the Property Manager the following information: driver's name and company; license plate number; name of resident and apartment for delivery; arrival and departure time.
- (v) guests and visitors will have the availability to park in the Lansdowne public parking area beyond, at their own cost. Once inside, visitors will be required to self-park in one of these public parking spaces.

12. RECREATION AND FACILITIES

(a) General

- (i) only occupants are permitted to use the recreational facilities and areas and no guest or visitor is permitted to use the recreational facilities unless accompanied at all times, by an adult resident.
- (ii) only four (4) guests or visitors per suite are permitted in the recreational facilities or areas.
- (iii) radios and other noise producing devices are not permitted in the recreational facilities or areas.
- (iv) residents shall wear proper attire while using the recreational facilities or areas. Shoes must be worn in all areas. Shoes and tops must be worn to and from the recreational areas.
- (v) users shall be responsible for any damage caused to the recreational facilities or areas.
- (vi) use of the recreational facilities or areas is at the user's own risk.
- (vii) the Board shall have the right to withdraw from any resident the right to use the Recreational facilities and areas as a result of any breach or breaches of any rules in respect to their misuse of the recreational facilities and areas.
- (viii) children less than sixteen (16) years of age must be accompanied by an adult at all times and must not be left unattended in any of the recreational or entertainment facilities.

(b) Holmwood Exercise Room

- (i) hours: open 24 hours a day, seven days a week.
- (ii) for safety purposes, children less than (12) years of age are not permitted to use the equipment in the exercise room.
- (iii) children under sixteen (16) years of age must be accompanied by an adult at all times.
- (iv) the equipment is to be used at the user's risk.
- (v) Includes a unisex washroom.

(c) Aberdeen Multi-Purpose Party Room or Aberdeen Podium Terrace

- (i) hours: Aberdeen Multi-Purpose Party Room or Aberdeen Podium Terrace is open between the hours of 8:00 a.m. and 11:00 p.m. daily unless reserved for private use or a private function.
- (ii) Aberdeen Multi-Purpose Party Room or Aberdeen Podium Terrace must be reserved for private use or a private function at least fourteen (14) days prior to the date required. Reservations must be made with the Office and an Aberdeen Multi-Purpose Party Room or Aberdeen Podium Terrace Licensing Agreement in accordance with Schedule 1 attached hereto shall be entered into between the Licensee and the Corporation (the Licensor). The Licensee must be an Owner, a spouse of an Owner or a tenant.
- (iii) a refundable security deposit of \$500.00 in cash, money order or certified cheque payable to the Licensor shall be deposited with the Licensor on the execution of the Aberdeen Multi-Purpose Party Room or Aberdeen Podium Terrace Licensing Agreement. The Licensor shall charge the sum of \$100.00 for each room; \$200.00 for two rooms to cover the cost of maintenance and cleaning of the rooms.
- (iv) the Licensee shall notify the Licensor and request an inspection of the Aberdeen Multi-Purpose Party Room or Aberdeen Podium Terrace and adjacent common elements immediately prior to the function or use of the Aberdeen Multi-Purpose Party Room or Aberdeen Podium Terrace. At the termination of the function or use of the Aberdeen Multi-Purpose Party Room or Aberdeen Podium Terrace the licensee shall request a re-inspection of the Aberdeen Multi-Purpose Party Room or Aberdeen Podium or Aberdeen Podium Terrace affected common elements. Any damage noted during the re-inspection and not noted on the initial inspection shall be deemed to be the responsibility of the licensee. The licensee shall be liable for the full cost of repairs to such damage and shall accept the cost of such repairs as assessed by the Licensor.
- (v) the Licensee hereby authorizes the Licensor to deduct from the security deposit lodged with it the cost of any repairs. If the cost of such repairs exceeds the amount of the security deposit, the full cost of repairs less the amount of the security deposit shall be assessed against the unit owned or occupied by the Licensee and may be recovered in the same manner as common expenses.
- (vi) the Licensee or an adult resident must be present at all times during any function or use of the Aberdeen Multi-Purpose Party Room.
- (vii) all functions or use of the Aberdeen Multi-Purpose Party Room or Aberdeen Podium Terrace end no later than 1:00 a.m. Use of the barbecue patio shall end no later than 11:00 p.m.
- (viii) no function or use of a commercial or profit making nature shall be permitted in Aberdeen Multi-Purpose Party Room.
- (ix) no function or use of Aberdeen Multi-Purpose Party Room or Aberdeen Podium Terrace shall contravene any federal or provincial law or municipal by-law.
- (x) the Licensor may hold back as a penalty the sum of One Hundred (\$100.00) DOLLARS for a breach of the rules. Subject to the right of deduction for maintenance, cleaning and repairs and the right to hold back by way of penalty, the security deposit shall be returned to the Licensee within seventy-two (72) hours of the day following the function or use of the Aberdeen Multi-Purpose Party Room.
- (xi) All functions with more than 25 people require the presence of a Security Guard to be paid for by the Licensee. Security Guard to be arranged by Property Management.

(d) Aberdeen Terrace Barbecue North

- (i) the Aberdeen Terrace Barbecue North will be available from 11:00 a.m. – 10:00 p.m. daily year round. Residents must at all times be mindful of other residents and to conduct themselves accordingly.
- (ii) The Aberdeen Terrace Barbecue North must be booked with the Property Manager a minimum of three days prior to the day requested.
- (iii) the Aberdeen Terrace Barbecue North may be booked for up to a maximum 3 hour time period per booking.
- (iv) residents may only book one barbecue per time slot per day.
- (v) residents must provide their own cooking utensils and transport food to and from the Aberdeen Terrace Barbecue North area in sealed "Tupperware" type containers. Glassware is not permitted in the Aberdeen Terrace Barbecue North area.
- (vi) smoking will not be permitted in the Aberdeen Terrace Barbecue North area.
- (vii) residents must ensure that the barbecue has been shut off when they are finished using it. This includes any burners on the barbecue and the gas valve.
- (viii) pets are not permitted in the Aberdeen Podium Terrace area.
- (ix) furniture shall not be removed from the Aberdeen Outdoor Terrace.
- (x) glass containers are not permitted in the Aberdeen Podium Terrace area duplicate

(e) HOLMWOOD LOBBY LOUNGE

The Holmwood Lobby Lounge will be open 24 hours a day; seven days a week.

13. ELEVATORS AND MOVING

- (a) furniture and equipment shall be moved into or out of the building only by the elevator designated for such purpose (the "service elevator") by the Board. The service elevator shall be used for the delivery of any goods, services or home furnishings where the pads to protect the elevators should be installed as determined by the manager or its staff in their sole discretion. The time and date of moving or delivery shall be fixed in advance by arrangement and reservation with the manager. The reservation shall be for a period not exceeding two (2) hours. An Elevator Reservation Agreement in accordance with Schedule 2 attached hereto shall be signed when reserving the service elevator.
- (b) except with prior written authorization of the Board, moving and deliveries shall be permitted only between the hours of 8:00 a.m. and 8:00 p.m., Monday to Saturday inclusive and shall not take place on public holidays.
- (c) a refundable security/damage deposit, in such amounts as determined by the Board from time to time, in cash, money order or certified cheque payable to the Corporation shall be deposited with the Corporation through the manager or its staff when making the reservation and signing the elevator reservation agreement.
- (d) it shall be the responsibility of the Owner through the person reserving the service elevator to notify the manager and to request an inspection of the service elevator and adjacent common elements immediately prior to using the elevator. Upon completion of moving into or out of the building or the delivery, the Owner reserving the service elevator shall forthwith request an immediate re-inspection of the service elevator and affected common elements. Any damage noted during the re-inspection and not noted on the initial inspection shall be deemed to be the responsibility of the Owner of the unit and the person reserving the service elevator. The manager as soon as possible following the moving or damage shall assess the cost of repairs, which shall include the

cost of any extra cleaning, and the parties responsible shall be advised.

- (e) the Owner and the person reserving the service elevator shall be liable for the full cost of repairs to any damage to the service elevators and any part of the common elements caused by the moving of furniture or equipment into or out of the suite or the delivery of goods, services and home furnishings to the suite. The Corporation through its manager shall have the right to withhold all or part of the security deposit as it deems necessary as security for partial or complete payment for any damages sustained. The Corporation shall apply all or part of the security deposit towards the cost of repairs. If the cost of repairs should be less than the amount of the security deposit, the balance shall be returned to the Owner or person reserving the service elevator. If the cost of repairs exceeds the amount of the security deposit and the Owner or person reserving the service elevator still owns or resides in the building, the full cost of repairs less the amount of the security deposit shall be assessed against the unit owned by or occupied by the person reserving the service elevator as a common expense, and such amount may be collected from the owner in the same manner as common expenses.
- (f) during the term of the reservation and while any exterior doors are in an open condition, the Owner or person reserving the service elevator shall take reasonable precautions to prevent unauthorized entry into the building.
- (g) corridors and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation.
- (h) upon moving from a suite, the Owner or occupant vacating the premises shall surrender all common element keys and any garage access devices in his/her possession to the manager or its staff. The Corporation shall have the right to withhold any security deposit in its possession until same have been surrendered.
- (i) purchasers or tenants acquiring a unit shall register with the manager or its staff prior to the move-in date at which time arrangements will be made for the delivery of the common element keys and any garage access devices.
- (j) bicycles shall be kept on bicycle racks and not be taken on any elevator.
- (k) smoking is prohibited in all non-exclusive common areas.
- (l) rules 13(a) to (e) inclusive relating to the reservation of the elevator and security deposit shall not apply during the initial move-in period. Owners who have purchased their unit from the Declarant will not be required to provide a security deposit pursuant to rule 13(c) for their initial/move-in only.

14. GARBAGE DISPOSAL

- (a) the Declarant has installed a tri-sorter for recycling, garbage and organic waste.
- (b) loose garbage or organic waste is not to be deposited in the garbage chute. All garbage or organic waste must first be properly bound, packaged or bagged to prevent mess, odours and disintegration during its fall down the garbage chute or in the disposal rooms.
- (c) cartons and large objects which might block the garbage chute shall be stored in such area(s) designated by the Board. The manager or such designated person must be called to arrange for the immediate disposal of such items. Such items shall not be left outside the unit or on any exclusive use common elements.
- (d) no garbage is to be left on the floor of the disposal rooms.
- (e) no burning cigarettes, cigars, ashes or other potential fire hazards shall be thrown down the garbage chute.
- (f) no garbage shall be placed in the garbage chute between the hours of 10:00 p.m. and 8:00 a.m.
- (g) any hazardous materials such as paint, adhesives, sealants should be deposited in an area designated by property management for disposal.

15. TENANCY OCCUPATION

- (a) no owner shall enter into any lease unless same complies with the minimum lease terms set out in the Declaration.
- (b) no unit shall be occupied under a lease unless, prior to the tenant being permitted to occupy the unit, the Owner shall have delivered to the Corporation a completed Tenant Information Form in accordance with Schedule 3 attached hereto, a duly executed Tenant's Undertaking and Acknowledgment in accordance with Schedule 4 attached hereto and an executed copy of the Application/Offer to Lease and the Lease itself.
- (c) in the event that the Owner fails to provide the foregoing documentation in compliance with paragraph 1 above, prior to the commencement date of the tenancy, and in compliance with Section 134 of the Condominium Act (the "Act), any person or persons intending to reside in the Owner's unit shall be deemed to be a trespasser and entry to or upon the common elements may be expressly denied by the Corporation until and unless such person or persons and the Owner comply with the rules and with the Act.
- (d) within twenty (20) days of ceasing to lease the residential and/or parking unit (or within twenty (20) days of being advised that the Owner's tenant has vacated or abandoned such unit(s) as the case may be), the Owner shall notify Building Management in writing that the unit is no longer rented, and the Owner shall be personally responsible to the Corporation for the return of any keys, identification cards, parking garage remote control device or similar means of identification or access initially provided to such tenant, and for any costs incurred by the Corporation by reason of the Owner's failure to comply with this rule.
- (e) the foregoing documentation shall be supplied promptly to the Corporation and without charge to and upon request.
- (f) an Owner shall allow his tenant to sublet his/her unit to another tenant, subject to complying with section 15 (a) above.
- (g) all Owners shall be responsible for any damage or additional maintenance to the common elements caused by their tenants and will be assessed and charged therefore.
- (h) during the period of occupancy by the tenant, the Owner shall have no right of use of any part of the common areas, including recreational facilities.
- (i) the Owner shall supply to the Board, his current address and telephone number during the period of occupancy by the tenant.
- (j) building Management shall not permit the use of the service elevator and staff shall not permit the use of any other elevator for the moving of furniture and household items into the building until the Corporation has received Schedule 2 if the unit is to be tenant occupied, or a list of occupants in the form annexed as Schedule 3 if the unit is to be Owner occupied, all completed to the satisfaction of Building Management.

16. OWNER'S CONTRACTORS, TRADE OR SERVICE PERSONNEL

"No Contractor, trade or service personnel may or shall enter upon the property to perform any work or services in or about any unit (including an 'exclusive use' common element area) that may or will affect the common elements or common building services unless such persons or firms are:

- (a) employed directly by the Condominium Corporation; or
- (b) employed by a unit Owner in circumstances where the intended performance of work and/or services in or about a unit has first been approved, in writing, by the Corporation and where the work and/or services are supervised by an approved contractor or service personnel in accordance with the Corporation's written direction; and the Owner of the unit has provided to the Corporation a deposit in a reasonable amount to cover the Corporation's initial costs of supervision (to be adjusted upon completion of the work); and where the unit Owner has entered into a written undertaking (see Schedule 5), to indemnify the Corporation with respect to any expenses, damages or costs whatsoever incurred by the Corporation arising from the carrying out of the work by the unit Owner's contractor, trade or service personnel including any resulting damage to the common elements or to common building services which arises during or following completion of the work. Any such expenses, resulting damages and costs may be collected by the Corporation from the unit Owner in the same manner as common expenses".

17. GREEN COMMITTEE

The board shall organize a Green Committee which shall meet from time to time as mandated by the Board in order to advise the Board on those issues involving the efficiency of the project and the improvement of the environment generally.

18. BICYCLE STORAGE ROOMS

All Resident bicycles will be stored in the Bicycle Storage Room located on P1 garage level.

The Property Management office will administer the registration of all bicycles.

SCHEDULE 1

LICENSING AGREEMENT

OTTAWA CARLETON STANDARD CONDOMINIUM CORPORATION NO.

This Agreement made in duplicate this _____ day of _____

BETWEEN:

(hereinafter called the "LICENSOR")

(OF THE FIRST PART)

- and -

(hereinafter called the "LICENSEE")

(OF THE SECOND PART)

WITNESS that in consideration of the covenants and agreement herein contained on the part of the Licensee, his heir's executors and administrators to be observed and performed, the Licensor hereby agrees to permit the use of the Aberdeen Party Room. The Licensee hereby agrees to deposit with the Licensor forthwith a security deposit of FIVE HUNDRED (\$500.00) DOLLARS in the form of a certified cheque or money order payable to the Licensor on the terms and conditions hereinafter set forth and further agrees to deposit an additional cheque of ONE HUNDRED (\$100.00) DOLLARS per room to cover the cost of maintenance and cleaning the said Aberdeen Party Room.

In consideration of the foregoing No. _____ agrees to permit the use of the said Aberdeen Multi-Purpose Party Room or Aberdeen Podium Terrace or Aberdeen Podium Terrace on the day _____ from _____ to _____ and the Licensee agrees to pay the security deposit, all in accordance with the rules hereinafter set forth.

SCHEDULE 1

ABERDEEN MULTI-PURPOSE PARTY ROOM OR ABERDEEN PODIUM TERRACE

LICENSING AGREEMENT

OTTAWA CARLETON STANDARD CONDOMINIUM CORPORATION NO. RULES

1. The Licensee shall notify the Licensor and request an inspection of the Aberdeen Multi-Purpose Party Room or Aberdeen Podium Terrace or adjacent common elements immediately prior to the function or use of the Aberdeen Multi-Purpose Party Room or Aberdeen Podium Terrace. At the termination of the function or use of the Aberdeen Multi-Purpose Party Room or Aberdeen Podium Terrace, the licensee shall request a re-inspection of the Aberdeen Multi-Purpose Party Room or Aberdeen Podium Terrace and affected common elements. Any damage noted during the re-inspection and not noted on the initial inspection shall be deemed to the responsibility of the Licensee. The Licensee shall be liable for the full cost of repairs to such damage and shall accept the cost of such repairs as assessed by the Licensor.
2. The Licensee hereby authorizes the Licensor to deduct from the security deposit lodged with it the cost of any repairs. If the cost of such repairs exceeds the amount of the security deposit, the full cost of repairs less the amount of the security deposit shall be assessed against the unit owned or occupied by the Licensee and may be recovered in the same manner as common expenses.
3. The Licensee or an adult resident must be present at all times during any function or use of the Aberdeen Multi-Purpose Party Room or Aberdeen Podium Terrace
4. All functions or use of the Aberdeen Multi-Purpose Party Room or Aberdeen Podium Terrace or shall end no later than 1:00 a.m.
5. No function or use of a commercial or profit making nature shall be permitted in Aberdeen Multi-Purpose Party Room or Aberdeen Podium Terrace.
6. No function or use of the Aberdeen Multi-Purpose Party Room or Aberdeen Podium Terrace or shall contravene any federal or provincial law or municipal by-law.
7. The Licensor may hold back as a penalty the sum of one hundred (\$100.00) DOLLARS per room for a breach of the rules. Subject to the right of deduction for maintenance, cleaning and repairs and the right to hold back by way of penalty, the security deposit shall be returned to the Licensee within seventy-two (72) hours of the day following the function or use of the Aberdeen Party Room.
8. This contract is non-cancelable and subject to repayment of all or part of the security deposit, no refunds of any monies paid hereunder shall be made to the Licensee.
9. It is agreed that there are no representations, conditions, or agreements, expressed or implied affecting this agreement other than as set forth herein in writing.
10. All functions with more than 25 people require the presence of a Security Guard to be paid for by the Licensee. Security Guard to be arranged by Property Management.
11. The Licensee covenants and agrees with the Licensor that the facilities are made available to him upon the agreement that all of the provisions and regulations hereinbefore set forth are part of the contract herein, and the Licensee agrees to do and perform all things necessary for their proper compliance.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED SEALED AND DELIVERED

In the presence of

CONDOMINIUM CORPORATION

Per: _____

President

Per: _____

Secretary

Per: _____

Licensee

SCHEDULE 2

ELEVATOR RESERVATION AGREEMENT

OTTAWA CARLETON STANDARD CONDOMINIUM CORPORATION NO.

Reservation requested by _____
(Print first name and last name)

Suite _____ Bus Phone _____ Home Phone _____

Owner _____
(Print first and last name)

The reservation request is for the use of the service elevator for the purpose of a move out/move in/delivery.

Outgoing resident _____

Incoming resident _____

Delivery/Movers _____

The date and time of the reservation shall be:

(Day) (Month) (Date) (Year)

From _____ to _____ (Maximum 4 hours)

I understand and agree to the following conditions:

1. I shall deposit with the Corporation upon signing this agreement, a refundable security deposit in the amount of \$_____ by cash, money order or certified cheque payable to_____. This amount will be refunded upon completion of the move and not having caused any damage to the common elements of the corporation and upon surrender to the manager or its staff all common element keys and garage access devices in my possession.
2. I shall notify the manager or superintendent and request an inspection of the elevator immediately prior to using the elevator. Upon completion of the move or delivery, I shall forthwith request a re-inspection of the elevator and affected common elements.
3. I shall be liable for the full cost of all repairs to any damage, which may occur as a result of the use of the elevator by my agents or me. I shall accept the cost of repairs as assessed by the manager and acknowledge that all or part of the security deposit shall be withheld and applied towards the cost of repairs.
4. I shall only use the elevator during the term of the reservation.

.....continued

SCHEDULE 2

ELEVATOR RESERVATION AGREEMENT

OTTAWA CARLETON STANDARD CONDOMINIUM CORPORATION NO.

- 5. I shall take reasonable precautions to prevent unauthorized entry into the building during the term of the reservation.
- 6. I shall not obstruct corridors and elevator lobbies prior to, during or after the term of the reservation.
- 7. I agree that special care will be taken with regard to the MIRRORS if they are present in the elevators. I agree that the PROTECTIVE PADS must be in place prior, during, and after and/or until the completion of the final inspection.

I HEREBY ACKNOWLEDGE that I have read this agreement and I agree to abide by the rules of the Corporation in force from time to time.

DATED at _____ this _____ day of _____ 20__

Applicant's Signature

AREA INSPECTED	BEFORE	AFTER
Loading Dock Area	_____	_____
Moving Room and Doors	_____	_____
Ground Level Lobby and Doors	_____	_____
Elevator Doors/Frame	_____	_____
Elevator Cab/Pads	_____	_____
Corridor Floor/Walls	_____	_____
All Fixtures	_____	_____
Suite Door	_____	_____

I, _____ hereby acknowledge receiving my security deposit of \$ _____ on this _____ day of _____, 20__.

SCHEDULE 3

TENANT INFORMATION FORM

OTTAWA CARLETON STANDARD CONDOMINIUM CORPORATION NO.

Ottawa Carleton Standard Condominium Corporation No. _____

Unit _____ Level _____

Storage unit _____ Level _____

Municipal Address: _____ Suite: _____

Landlord's Name: _____

Landlord's Permanent Address: _____

Telephone: _____

Term of the Lease: _____ years

Commencement Date: _____

Attach a copy of the application/offer to lease as well as a copy of the lease:

Tenant's Full Name: _____

Vehicle Plate Number: _____

Driver's License Number: _____

Social Insurance Number (Optional): _____

Number of Occupants: Adults _____ Children _____ Total _____

Adult's Full Names: _____

Children's Full Names: _____ Age _____
Age _____

Tenants' Present Address: _____

Telephone: _____

Employer: _____

Business Address: _____

Business Telephone Number: _____

Name & Address of nearest Relative: _____

Telephone: _____

Dated at _____ this _____ day of _____ 20__.

Tenant's Signature

Tenant's Signature

SCHEDULE 4

TENANTS UNDERTAKING AND ACKNOWLEDGEMENT

OTTAWA CARLETON STANDARD CONDOMINIUM CORPORATION NO.

I/We, _____ the undersigned, as tenant(s) of Suite No. _____, _____ unit _____, Level _____, according to _____ Condominium Plan No. _____ (the "Suite"), do hereby agree and undertake on behalf of myself/ourselves and any resident or occupants of the said unit that I/We shall comply with the provisions of the Condominium Act, S.O. 1998, c.19, as amended and all subsequent amendments thereto, and also the declaration, by-laws and rules of the said Ottawa Carleton Standard Condominium Corporation No. _____ (The "Corporation").

I/We acknowledge that I am/we are subject to the provisions contained in the said Act, declaration, by-laws and rules of the said Corporation.

I/We further acknowledge receipt of the declaration, by-laws and rules of the said Corporation.

I/We intend to occupy the Suite with the persons named above as our principal residence for the stated term of the Lease accompanying this information Form and for no other purpose and I/We further acknowledge and agree that only those persons named herein will be entitled to reside in the Suite, subject to my/our right to have guests and visitors from time to time in accordance with the rules.

I/We further acknowledge that:

- (h) A one-bedroom unit is restricted to a maximum of two (2) persons.
- (i) A two-bedroom unit is restricted to a maximum of four (4) persons.
- (iii) A three-bedroom unit is restricted to a maximum of six (6) persons.

Notwithstanding the foregoing, if I am /we are leasing a condominium unit in a floor plan containing a den which I/We intend to use as an additional bedroom, the above limits may be increased by the addition of one (1) person.

I/We further acknowledge and understand that in the event that I/we or any occupant residing in the Suite contravenes the provision of the declaration, by-laws and rules of the Corporation, my/our tenancy may be terminated in accordance with the provision of the Condominium Act.

Dated at _____, this _____ day of _____ 20__.

Tenant's Signature

Tenant's Signature

SCHEDULE 5

OWNER'S ALTERATION & INDEMNIFICATION REQUEST & DEPOSIT AGREEMENT
(Request for Supervision of work affecting the Common Elements or Common Building Services)

OTTAWA CARELTON STANDARD CONDOMINIUM CORPORATION NO.

I/We _____ Owner of Suite _____

Of _____ Condominium Corporation No. _____

Hereby request permission to perform any work or services to our unit as follows:

which will affect the Common Elements or Common Building Services. This work or service(s) will be done on

Day _____ Date _____ Hour _____

And will require the Corporations approved contractor, trade or service personnel to supervise. I/We hereby indemnify the Corporation with respect to any expenses, damages or costs whatsoever incurred by the Corporation arising from carrying out of the work by my contractor, trade or service personnel including any resulting damage to the Common Elements or to Common Building Services which arises during or following completion of the work. The Corporation shall collect any such expenses and costs resulting from any damages from me as the unit Owner in the same manner as common expenses.

I/We hereby enclose a deposit of \$ _____ to cover the Corporation's initial costs of supervision (to be adjusted upon completion of this work).

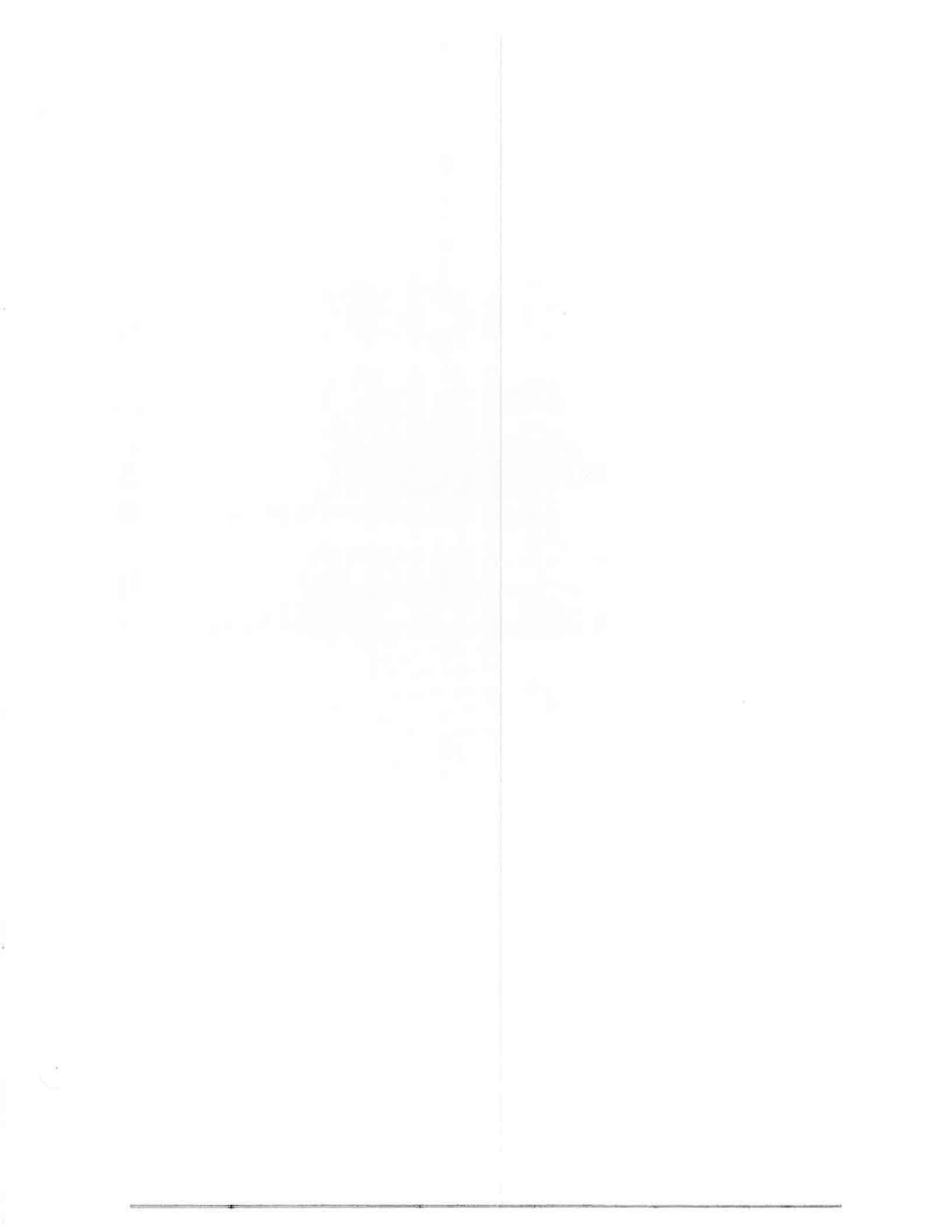
Print Owner's Name _____ Signature _____ Date _____

Suite No.

Minto Management Limited _____ Property Manager

Agents for and on Behalf of _____

Condominium Corporation No. _____



MINTO MANAGEMENT LIMITED
&
OTTAWA CARLETON STANDARD CONDOMINIUM CORPORATION NO.

Vibe

CONDOMINIUM MANAGEMENT AGREEMENT

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CONDOMINIUM MANAGEMENT AGREEMENT

THIS AGREEMENT made as of the _____ day of _____ 20

BETWEEN:

OTTAWA CARLETON STANDARD CONDOMINIUM CORPORATION NO.

(hereinafter called the "Corporation")

OF THE FIRST PART

- and -

MINTO MANAGEMENT LIMITED

(hereinafter called the "Manager")

OF THE SECOND PART

WHEREAS the Corporation has been created pursuant to the Condominium Act (hereinafter called the "Act"), by registration of a Declaration and a Description in the Land Registry Office of the Land Titles Division of The City of Ottawa the common elements and units of which are located at _____, Ottawa, ON. (hereinafter called "the Property").

AND WHEREAS the Corporation desires the Manager to manage the affairs, the Property and the assets of the Corporation, and the Manager desires to do so, in accordance with the terms and conditions of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and agreements herein contained and other valuable consideration, the Corporation appoints the Manager and the Manager hereby accepts appointment as the exclusive Manager of the affairs, the Property and the assets of the Corporation on the terms and conditions hereinafter set forth:

I. NOMENCLATURE

Unless a contrary intent is expressed in this Agreement, the terms used herein shall have ascribed to them the definitions contained in the Act and the regulations made thereunder. Any reference to the Declaration, the By-Laws, the Rules, the Reciprocal Agreement, Master Agreement and Shared Amenities Agreement is a reference to the applicable document of the Corporation and any reference to any such document or to the Act shall be deemed to include, at any given time, reference to all amendments thereto and substitutions therefore up to that time. Headings are for convenience only and shall not affect the interpretation of this Agreement.

II. TERM

The term of this Agreement shall extend for a period of one year from the date of registration of the declaration unless terminated in accordance with Article XVI hereof.

III. ROLE OF MANAGEMENT

The Manager fully accepts that its function is to assist the Board of Directors (hereinafter called the "Board") in the operation and administration of the Corporation and of the Property and assets of the Corporation and accepts the relationship of trust and confidence established between itself, the Board and the Owners by virtue of entering into this Agreement. The Agreement Documents consist of this Agreement, the Declaration, the By-Laws, the Rules, and the Reciprocal Agreement and the resolutions of the Board that affect, directly or indirectly, any obligation, authorization or right imposed or conferred on the Manager by this Agreement. Changes to any Agreement Documents (including any new resolution of the Board which constitutes an Agreement Document) made or passed subsequent to the date hereof require the concurrence of the Manager insofar as such changes alter its obligations, authorizations or rights under this Agreement.

With respect to commitments binding upon the Corporation, the Manager is an independent contractor, except as that relationship may be changed to that of an agent pursuant to a valid resolution of the Board or under the express terms and conditions of this Agreement, but otherwise not until the Manager has received evidence in writing of such change in its legal relationship. All contracts of the Corporation shall be executed by an authorized signing officer (or officers) of the Corporation unless there is an emergency or unless the Manager is specifically authorized by a resolution of the Board to execute contracts on behalf of the Corporation, without permission of the Board.

The Manager agrees to furnish efficient business administration and supervision and to perform its responsibilities, administrative, financial and advisory, in the best manner, consistent with effective management techniques and in the most expeditious and economical manner consistent with the best interests of the Corporation. The Manager shall conduct its duties consistent with the requirements of the Act, the Agreement Documents and with Federal, Provincial and Municipal laws and regulations as they pertain to the operation of the Corporation and of the Property.

IV. SPECIFIC DUTIES OF THE MANAGER

The Manager shall perform the following specific duties, subject to the direction of the Board:

(a) Corporation Funds

collect and receive on behalf of the Corporation all monies payable by the Owners or others to the Corporation and deposit the same forthwith in a separate bank account, designated as the "General Operating Account", in the name of the Corporation with a Canadian Chartered Bank or Trust Company subject to the overall control of the Board with signing authority to be as directed by the Board from time to time. All such monies shall thereafter be held in the General Operating Account and administered by the Manager and used to:

- (i) pay for insurance coverage and any appraisals in connection therewith required of the Corporation in accordance with the provisions of the Act, the Declaration and By-Laws, including Director's Liability Insurance and Fidelity Bond covering the Corporation's employees;
- (ii) pay the expenses of operating, maintaining and repairing the Property as provided in this Agreement. If the Manager has signing authority for all utility bills, and should the Manager fail to pay any properly incurred utility bills by their due date and such late payment results in a financial penalty or interest charge to the Corporation, the Manager shall be directly liable to the Corporation for such penalty or interest charge;
- (iii) deposit to the credit of the Corporation in a separate bank account for major repair and replacement of the common elements and assets of the Corporation, on a monthly basis or as otherwise directed by the Board, the proportionate amount of the total budgeted expenditure allocated by the Corporation in its budget statement to the Reserve Fund as well as any cash arising from the investment of Reserve Fund monies (whether as interest, payment at maturity or redemption, proceeds of sale or otherwise); and ensure that the monies so deposited are used only for Reserve Fund investment, signing authority to be as directed by the Board from time to time;
- (iv) pay such other costs or expenses properly chargeable to a bank account of the Corporation as are contemplated in the other provisions of this Article IV;
- (v) and prepare cheques for the payment of all expenses properly incurred by or on behalf of the Corporation;

(b) Maintenance and Repair of Property

arrange, subject to Article XII hereof, for the effective and economical operation, maintenance and repair of the Property and the assets of the Corporation in accordance with the Agreement Documents, including, without limiting the generality of the foregoing:

- (i) arrange for the supply, as required, of natural gas, electricity, water and other public utilities services;
- (ii) comply with the requirements and regulations of Federal, Provincial and Municipal Authorities having jurisdiction (including, without limitation, Police and Fire Departments and the local Board of Health) which affect the Property and of which the Manager has been notified, including where applicable, litter removal, waste disposal, snow and ice removal, landscaping and grounds maintenance, fire hydrant servicing, exterior and interior painting, alterations and any supervision and maintenance necessary in connection with the Property;
- (iii) maintain and repair, or cause to be maintained and repaired, those parts of the Property and the assets of the Corporation which require maintenance and repair in accordance with the Agreement Documents;
- (iv) carry out the foregoing duties by means of employees of the Manager or the Corporation and/or independent contractors, in each instance, as may be more effective or economical for the Corporation; and
- (v) maintain, on behalf of and at the expense of the Corporation, such staff as may be required at all times to carry on, promptly and efficiently the foregoing duties and any requirements and instructions of the Board;

- (c) **By-Law Enforcement**
take appropriate action within its powers (short of legal proceedings) to enforce the Act, the Declaration, the By-laws and the Rules in accordance with standing instructions obtained by the Manager from the Board or, if these instructions are inadequate in any particular situation, in accordance with directions sought by the Manager from the President or, in the latter's absence, the next officer in seniority; and, when directed to do so by the Board, initiate at the expense of the Corporation, legal enforcement proceedings through the Corporation's solicitor;
- (d) **By-Law Advisement**
advise and consult with the Board with respect to any further By-Laws or Rules which in the opinion of the Manager ought to be established to further the harmonious and satisfactory operation of the Property and the Corporation for the common benefit of the Owners;
- (e) **Communication to the Owners**
communicate to the Owners and/or residents, in accordance with the directions of the Board or an appropriate officer of the Corporation, any announcement and the text and import of any new By-Law or Rule, or any amendment to the Declaration or any By-Law or Rule. The Manager shall not be required to produce or distribute News Letters;
- (f) **Insurance and Claims**
- (i) using sources selected by the Board, obtain for submission to the Board a minimum of three quotations for all insurance policies of the Corporation due to expire; make arrangements to ensure that the policies of insurance are properly placed without lapse in coverage; and arrange for any appraisal in connection therewith which may be required by the Agreement Documents or the Board;
 - (ii) take prompt action to deal with any occurrence of personal injury (including death) or property damage of which the Manager or its on-site employees are made aware and which may result in:
 - (1) any claim by the Corporation under any of its insurance policies;
 - (2) any claim by the Corporation against an owner for damage resulting from the owner's default in the performance of an obligation to maintain and repair; or
 - (3) any other claim by or against the Corporation;
(such action shall include, without limitation, taking steps appropriate in the circumstances to end the cause of the injury or damage and locating and preserving the evidence of the cause of the occurrence);
 - (iii) monitor and report to the Board, or if prompt action is required, to an appropriate officer of the Corporation, developments in the processing of insurance or other claims by or against the Corporation, and see that the rights of the Corporation in respect of such claims are protected, including the filing of a notice of claim but excluding the adjusting of any loss;
- (g) **Inadequate Performance by Contractors**
use reasonable diligence, by direct inspection or giving direction to the Superintendent and/or Building Operations Manager, if any, to ensure that contracts and agreements between the Corporation and any supplier of materials, goods and/or services are performed in accordance with their terms; inform the Board and hold back full payment to the contractor in the event performance is considered by the Manager to be inadequate or contrary to the agreed terms; and take advantage of all trade discounts by prompt payment of trade invoices where services are properly performed and/or materials provided in accordance with the contract;
- (h) **Construction Liens**
retain or cause to be retained holdbacks required by the Construction Lien Act, and use its best efforts to ensure that no claim or lien shall be filed against the title to the Property in respect of any work which may be carried out on behalf of the Corporation and, if a claim or lien shall be filed in respect of such work, inform the Board and forthwith take all necessary steps to have the same removed and discharged;
- (i) **Employees of the Corporation**
- (i) on the basis of budget allocation and job description approved by the Board and observance of applicable legal requirements, advertise for, recruit, interview, investigate, evaluate and hire at the expense of Corporation qualified and competent applicants for onsite employment required for the efficient operation and maintenance of the Property and the physical assets of the Corporation, including, without limitation, administration, supervision, security, repair and cleaning unless such functions have been contracted with independent contractors;

- (ii) in the name of the Corporation, hire as employees of the Corporation such of these applicants, with full authority to dismiss them, subject to prior communication with the Board; instruct and train such employees (including where appropriate, technical instruction in the operation and maintenance of equipment on the Property); and monitor and supervise the performance of such employees and ensure the proper carrying out of their duties; the Corporation shall be responsible for costs related to staff attendance at all outsourced training programs;
- (iii) arrange for payment by the Corporation, as part of its operating expenses, the wages, salaries, benefits and all other employment costs of the employees of the Corporation, including, without limitation, attendance at the Manager's corporation functions and training, service recognition programs, unemployment insurance, Workers' Compensation, Employer's Health Tax and Canada Pension Plan contributions and other employment costs and benefits as herein provided and the Corporation hereby acknowledges its liability in respect of such payments;
- (iv) at the option of the Board, provide to the employees of the Corporation the employment benefits as are provided by the Manager for other Condominium Corporations employees and bill the Corporation for the cost of such benefits and any applicable taxes and administration costs. It is understood and agreed by the parties hereto that employee benefits of the Manager may be a fixed percentage of gross wages paid by the Corporation as established by the Manager to cover these costs.
- (v) all persons hired to perform services for the Corporation are employees of the Corporation, except the Property Manager, who is the employee of the Manager. The Corporation assumes all risk and liability in respect of its employees. The Corporation fully indemnifies the Manager for any Loss with respect to the settlement or satisfaction of claims, either by adjudication or compromise, which occur as a result of its role in the employment of any employee of the Corporation.

For the purpose of this paragraph, Loss includes the amount of any principle sum, award, settlement or verdict, actually paid or payable, after making proper deduction for all recoveries and salvages. Loss also includes those costs incurred by the Manager in the investigation and defence of actions, claims or proceedings and appeals therefrom. Loss includes all costs taxed against the Manager in any civil suit defended by the Manager and any interest accruing after judgement.

- (vi) indemnify the Corporation for any claim for additional compensation, damages and/or other payments that may be made against the Corporation by the Property Manager, upon the termination of employment of such persons or otherwise, the Manager hereby acknowledges that it, and not the Corporation, shall bear any liability arising from such claim and that this provision shall survive the termination of this Agreement "except in the case of default of the Corporation in complying with the provisions of this Agreement or any gross negligence, fraud, illegal or dishonest act, or intentional harm on the part of the Corporation, its employees or agents;
 - (vii) maintain proper payroll records with respect to all employees of the Corporation; make payroll reports and returns required by law; and remit promptly to the proper authorities all deductions and payments for income tax, unemployment insurance, hospitalization, medical and other group coverage, Canada Pension Plan, Workers' Compensation, Employers' Health Tax, and any other deductions or payments which, from time to time, may be applicable to any such persons and/or their employer.
- (j) Materials, Equipment and Supplies**
subject to Article XII hereof, purchase on behalf of the Corporation such equipment, tools appliances, materials and supplies as are necessary for the proper operation and maintenance of the Property; maintain a current list of all inventory, equipment and chattels of the Corporation as part of its records; and, in any such purchase or in any contract for services effected on behalf of the Corporation, ensure that the Corporation is given the benefit of any volume or other price or service advantage which the Manager has obtained from the supplier;
- (k) Occurrence Report and Preventative Maintenance**
- (i) submit to the Board an occurrence report in respect of any significant accident, emergency, break-down or other situation or occurrence which in the opinion of the Manager ought to be brought to the attention of the Board; and follow up the occurrence so reported by informing the Board of the disposition of such occurrence or as the Board may require;
 - (ii) prepare, amend from time to time as required by circumstances, and, in each case, submit to the Board for approval a detailed schedule of the work to be performed by each person which the Corporation employs to work at the Property; assign to each such person on a regular basis the work contemplated by the work schedule and provide any needed directions; and provide such supervision of such work as may be necessary; to conduct each week a complete walk through inspection of the common elements for the purpose of identifying items which presently require or in the near future will require maintenance or repair; make arrangements for any corrective action; if required to do so by the Board, prepare and submit to the Board the monthly

written inspection report of items noted in the Property Manager's inspections; prepare a checklist setting out the status of maintenance or repair work in progress; and maintain a record of contraventions of the Act, the Declaration, the By-Laws and the Rules by Owners, residents and others which have come to the attention of the Property Manager and the steps taken to correct the situation;

- (iii) except with respect to equipment the preventative maintenance of which is carried out by a third party pursuant to a contract with the Corporation, prepare a preventative maintenance program for each major piece of equipment on the Property; submit such program to the Board for approval; make such program available for inspection by the Board or its representative at all reasonable times, maintain with respect to each such piece of equipment a log book recording maintenance, repairs and related costs; and maintain all available working drawings, as built blueprints, maintenance and operating manuals for mechanical and electrical systems on the Property that have been delivered to the Manager;

(l) Information and Emergency Situation

- (i) receive communications from Owners, residents, mortgagees, Government agencies and other interested parties to the Corporation, which communications, when action is required by the Manager or the Board, shall be requested to be in writing except in case of emergency; to the extent that the subject matter of any such communication is within the scope of the responsibilities and duties of the Manager under this Agreement, deal with and dispose, or co-ordinate the disposition, of such matter, provided, however, that any matter involving a policy decision or an interpretation of the Agreement Documents shall be referred to the Board; and, refer to the Board any communications other than those which the Manager is required to receive and deal with;

- (ii) keep the Board advised of the telephone number or numbers at which an agent or employee of the Manager may be reached, at any time during normal business hours in respect of any infraction of the Agreement Documents or at any time during the day or night, in respect of any emergency involving any part of the Property or any assets of the Corporation; make all arrangements to deal promptly with such infractions and immediately with any such emergency arising in connection with the maintenance and operation of the Property and assets of the Corporation; deal in the first instance with minor emergencies and infractions and forthwith report to the Board any major emergency or persistent, flagrant or serious violation of the Agreement Documents; it being understood that, if the Corporation informs the Manager of an occurrence which the Corporation considers to be an emergency of a major nature, the Manager shall take immediate steps to deal with such occurrence to the extent practicable, whether or not the Manager considers it to be correctly characterized as being of a major nature;

(iii) Fire and Safety Procedures

Record and put into practice a formal fire and safety plan which shall at the minimum include:

- 1) total compliance with the Ontario Fire Code
- 2) Identification of all residents requiring assistance in the event of an emergency
- 3) the formation and introduction of response team(s)
- 4) identification and elimination on a planned basis of hazards to safety;

(m) Notice of Meetings

at the request of the Board, schedule, arrange facilities and prepare all Notices and accompanying materials for all annual or special meetings of the Owners and deliver to the Owners and Mortgagees entitled thereto within the time(s) prescribed under the Act and the By-Laws such notices and other information as are required in connection with the holding of such meetings; and at the expense of the Corporation, copy, distribute or post all notices, other information and other announcements to Owners or residents and distribute or post them in adequate time prior to the applicable event; announcement of work to be performed in the common elements, and cause an authorized representative of the Manager to attend all meetings of the Board unless otherwise directed by the Board;

(n) Books and Records of the Corporation

Keep the Corporation's books of account and retain full and proper records regarding all financial transactions involved in the management of the Property; furnish to the Board within thirty (30) days following the end of each month financial statements summarizing the transactions made during such month as more particularly described in paragraph (p) below; (the Manager hereby acknowledges that such books and records are the property of the Corporation);

(o) Annual Budget

prepare and present to the Board for its approval at least two (2) months before the commencement of each fiscal year an estimated budget in writing for the following year in keeping with the budget guidelines previously adopted by the Board and to consult with the Board whenever it appears desirable or necessary to revise the Owners' contributions to the common expenses;

(p) Financial Reporting

- (i) provide the Board with monthly and year-to-date itemized unaudited financial statements showing:
 - (1) Corporation income on an accrual basis;
 - (2) dollar amount of common expense assessment collected;
 - (3) dollar amount of expenses by category on any accrual basis, as compared with budgeted expenses;
 - (4) the names of the Owners who are delinquent in payment of their required contribution to common expenses and the amount of each delinquency;
 - (5) the names and amounts of all other delinquent accounts;
 - (6) particulars of accounts, term deposits, certificates and any other information respecting investment income and other assets and liabilities of the Corporation in accordance with generally accepted accounting principles as at the date of the financial statement;
 - (7) particulars of significant variations from budget;
 - (8) income and expense statement;
 - (9) balance sheet;
- (ii) prepare all accounting and financial reporting which is required under the terms of this Agreement to be provided by the Manager to the Corporation in accordance with the reasonable requests of the Board and/or of the Corporation's auditors (if applicable) as to format and furnish the same within the reasonable time frame prescribed by the Board or (if applicable) the Corporation's auditors;
- (iii) provide the Treasurer of the Corporation on a monthly basis with a copy of the following:
 - (1) General bank statement summary;
 - (2) Reserve Fund bank statement summary;
 - (3) Bank Reconciliation for the General Account;
 - (4) Bank Reconciliation for the Reserve Account;
 - (5) Detailed general ledger analysis;

(q) The Register

maintain, at the Corporation's expense, a register in accordance with the Act; use its best efforts to keep an up-to-date record of the names and addresses of all unit Owners, those mortgagees who have notified the Corporation of their interest and of any tenants or other occupants of which the Manager has knowledge (the Corporation hereby acknowledges that it is responsible for forwarding forthwith to the Property Manager any written notice or other communication received by any Director or Officer of the Corporation from mortgagees or other person claiming an interest in any unit); and provide on an annual basis an updated list of Owners and residents recording the information shown in the register;

(r) Status Certificate

- (i) upon receipt of a written request from any person acquiring or proposing to acquire an interest in a unit from an Owner, and receipt of the fee prescribed by regulation under the Act, prepare for execution by the Board or, where a resolution of the Board authorizes the Manager to do so, by the Manager, and under the seal of the Corporation, a certificate with respect to such unit in the form and with the contents prescribed by such regulations (an "Status Certificate") and to issue such Status Certificate within the time limit prescribed by the Act;
- (ii) before preparing an Status Certificate, if time permits, inspect the common elements adjoining the unit, and, if the Manager has reason to believe that the unit is unoccupied or may have been altered by the Owner or occupant without the approval of the Board, the Manager shall enter into and inspect the unit to determine whether or not the Corporation has any claim against the Owner as contemplated by the Act and whether any violation of the Declaration, By-Laws or Rules exists;
- (iii) be responsible for the accuracy and completeness of all information included in an Status Certificate and related documentation, provided, however, that the Manager shall not be held liable for any error or omission in any Status Certificate if the same results from the failure of the Board to communicate to the Manager pertinent information that it has, either with respect to the specific unit or with respect to the Corporation in general, which should be taken into account in the preparation of an Status Certificate. Save as aforesaid, and notwithstanding the provisions of Article X, the Manager shall indemnify and save the Corporation harmless from any damages, demands, claims, costs, losses, actions, suits or obligations whatsoever arising out of any error or omission in the information contained in any Status Certificate of which the Manager had or ought to have had knowledge; this provision shall survive the termination of this Agreement;
- (iv) be entitled to the fee prescribed by Regulation pursuant to the Act for the preparation and issuance of Status Certificates and related documentation;

(s) Manager's Report and Access to Records

- (i) present to the Board at each regularly scheduled Board meeting a written Manager's Report, to serve as a formal form of communication from the Manager to the Board, which Manager's Report shall reflect, without limitation the directives of the Board to the Manager and show the actions of the Manager with respect to these directives of the Board; the Manager shall not be required to record minutes at any Board Meetings including the Annual General Meeting, the

Manager shall at the request of the Board and at the expense of the Corporation arrange for a Minute Taker;

- (ii) make available, all books and records pertaining to the operation of the Property and business of the Corporation, at reasonable times, and upon reasonable notice, whenever requested, to the Corporation, its auditors, any officer of the Corporation, any representative of the Board duly authorized in writing, and any Owner or his agent duly authorized in writing;

(t) Investment of Surplus & Reserve Funds

develop and monitor an investment program as approved by the Board to obtain an acceptable return on all revenues of the Corporation, including interest accumulating on surplus cash and upon long-term reserve accounts and, in this endeavour, invest all surplus cash and reserves in interest-bearing accounts with a Canadian Chartered Bank, Trust Company, or as directed by the Board and permitted by law;

(u) Fidelity Bond – Minto Management Limited

arrange, obtain and maintain a Fidelity Bond covering the Manager's own employees for, in the name, and at the expense of the Manager which Fidelity Bond shall not be terminated by either the insurer or the Manager unless sufficient prior notice of cancellation has been delivered by Registered Mail to the Corporation, all members of the Board and, if applicable, to the Corporation's auditors;

(v) Spending Restrictions

where the cost of performing work or services (other than utilities) and/or goods or materials to be furnished to the Corporation exceeds the sum of two thousand dollars (\$2,000), obtain and submit at least two (2) written tenders, unless the Board is satisfied with one tender, for presentation to the Board of Directors and obtain the approval of the Board prior to entering into the contract;

(w) Filing of Returns

in connection with all contracts to perform work or services entered into by the Manager, execute and file necessary documents and do and perform all acts required under the laws of any Federal, Provincial, Municipal or other Government body or authority, provided, however, that Corporation Tax Returns are to be filed by the Corporation's Auditor.

V. LEGAL SERVICES

The services of the Manager shall not include the provision of legal services of any kind but shall include the procuring of such services upon the express instructions of the Board.

VI. ACCESS TO UNITS

Subject to compliance with any applicable requirement, condition or restriction imposed by the Act, the Declaration and the By-Laws, the Manager, its employees and agents may enter into any unit or exclusive use area of the common elements for the purpose of carrying out the Manager's duties and responsibilities under this Agreement.

VII. MANAGER'S COMPENSATION

The Manager shall be compensated according to the following schedule, the current fees being due and payable from the current common expense assessments collected each month

Unless terminated in accordance with the provisions of Article XVI, a fee, Three Thousand Three Hundred and Seventy Dollars (\$3,370) per month during the term hereof, is payable monthly in advance, on the first day of each and every month for a period of one year. The Manager's fee includes all management staff salaries and all office expenses directly related to the business of the Manager with respect to the performance of the duties of the Manager hereunder, but does not include any expenses directly related to the business offices of the Corporation.

Notwithstanding any other provision of this agreement to the contrary, in addition to the management fees, and at the Corporation's request to perform any design and construction services relating to the Property other than those contemplated pursuant to this agreement, the Manager will provide such services only if the parties reach agreement upon the additional remuneration to the Manager for such services. Without limiting the generality of the foregoing, the Board agrees that if they wish the Manager to perform services relating to Major Repairs and Replacements of the Property, the Manager shall be entitled to be paid an additional fee for such services as follows:

- (a) for design co-ordination and preparation of working drawings, a minimum fee of 5% of the project costs;
- (b) for tendering, contract administration and construction supervision a minimum fee of 5% of the project costs.

Notwithstanding any other provision of this Agreement to the contrary, in addition to the Management fees, the Corporation shall pay to the Manager an amount equal to any and all goods and services taxes, sales taxes, including without limitation an HST, value added taxes or any other taxes imposed on the Manager with respect to the Management fees or any other amounts payable by the Corporation to the Manager under this Agreement, whether characterized as goods and services, sales tax, value added tax or otherwise, (herein called "value taxes"), it being the intention of the parties that the Manager shall be fully compensated or reimbursed by the Corporation with respect to any and all value taxes payable by the Manager. The amount of such value taxes so payable by the Corporation shall be calculated by the Manager in accordance with the applicable legislation and shall be paid at the same time as the amounts to which the value taxes apply are payable to the Manager under the terms of this Management Agreement or upon demand at such other time or times as the Manager may determine from time to time. Notwithstanding any other provision in this Agreement to the contrary, the Manager will have all the same remedies for the rights and recovery of such amount as it has for the recovery of the Management fees under the Agreement.

The Corporation shall provide, without charge, for the exclusive use of the Manager and its staff, such office accommodation as is designated in the Condominium Description as "Management Office". Including without limitation all office furniture and equipment.

Subject to Article XVI, the parties agree that at the expiration of the term of the Agreement resulting in a renewal, the Manager's fee will be renegotiated with the Corporation within sixty (60) days of the expiration of the original term and the revised and agreed upon fee shall be acknowledged in writing by both parties and such acknowledgement shall be deemed to amend accordingly the second paragraph of this Article VII for such renewal term and shall be appended to this Agreement.

VIII. UNIT REPAIRS, PLANS AND SPECIFICATIONS

- (a) notwithstanding any other provisions of this Agreement, the Manager is given no authority or responsibility for maintenance of or repairs to the units which shall be the sole responsibility of the Owners individually save and except in those circumstances where the Corporation has a statutory obligation to repair the unit after damage or in accordance with the Act or in accordance with the Agreement Documents upon the express written direction of the Board.
- (b) Any plans, drawings, specifications and architectural or engineering assistance which may be necessary or desirable to enable the Manager to discharge its duties pursuant to this Agreement, shall be provided at the expense of the Corporation, provided, however, that the Board or its designated representative from time to time shall authorize the retaining of any such assistance before any such expense is incurred.

IX. CO-OPERATION OF THE BOARD

The Corporation acknowledges that the Board must cooperate with the Manager to the extent required to enable the Manager to perform expeditiously, efficiently and economically the management services required under this Agreement and must provide such evidence of authority by way of certified resolution or otherwise and such specific directions as the Manager may reasonably require. In particular, the Board may designate, from time to time, the person who, with respect to any specific matter, or category of matters, relating to the management of the Property or the affairs of the Corporation, is authorized to represent the Board when the Manager wishes to consult with, or obtain the approval of, the Board before proceeding with any work, act or action; or for the purpose of giving directions or instructions to, or otherwise dealing with, the Manager; with respect to such matter or category of matters. If such designation is made, the Manager is directed not to consult with, obtain approval of, or accept directions or instructions with respect to such matter or matters from any other person. In the absence of designation, or if a designation is revoked, the President shall be deemed to be the person who has such authority.

X. INDEMNIFICATION

The Corporation shall, during and after the termination of this Agreement, indemnify and save the Manager completely free and harmless from any and all claims, actions, obligations, liabilities, costs, expenses and fees arising out of damage or injury to person or property in or about or in any way connected with the Property or incurred by reason of carrying out the provisions of this Agreement or acting upon the directions of the Corporation, except in the case of default of the Manager in complying with the provisions of this Agreement or any negligence, fraud, illegal or dishonest act, or intentional harm on the part of the Manager, its employees or agents. The Manager shall, during and after the termination of this Agreement, indemnify and save the Corporation completely free and harmless from any and all claims, actions, obligations, liabilities, cost, expenses and fees arising out of the default of the Manager in complying with the provisions of this Agreement or any negligence, fraud, illegal or dishonest act or intentional harm caused by the Manager, its employees or agents.

XI. COMPREHENSIVE LIABILITY INSURANCE

The Corporation shall obtain, or authorize the Manager to arrange for, comprehensive liability insurance on the Property to a limit of not less than five million dollars (\$5,000,000) inclusive, under the terms of which:

- (i) the Manager shall be named as an insured together with the Corporation, in each policy providing protection against any claims for personal injury, death, property damage or loss for which either the Corporation or the Manager might be held liable as a result of their respective obligations; and
- (ii) The insurer undertakes to provide the Manager at least thirty (30) days prior written notice of cancellation or of any material change in the provisions of any such policy.

The Corporation, upon request, will provide to the Manager a certificate of insurance in respect of any such policy.

XII. SPENDING AUTHORITY AND DEFICIT FINANCING

The annual budget shall constitute the major control, under which the Manager shall operate, and there shall be no substantial deviations therefrom, excluding such expenses as utilities, insurance and other expenses not within the control of the Manager, except as may be approved in writing by the Board. No expenses may be incurred for commitments made by the Manager in the name of the Corporation in

connection with the maintenance and operation of the Property in excess of the amounts allocated to the various classifications of expense in the approved budget; provided, however, that emergency repairs involving manifest danger to life or property, or immediately necessary for the preservation and safety of the Owners and residents, or required to avoid the suspension of any necessary services to the Property, may be made by the Manager irrespective of the cost limitation imposed by this paragraph. Notwithstanding this authority as to emergency repairs, the Manager shall, if at all possible, confer immediately with the Board regarding every such expenditure.

Unless the Board has specifically authorized such procedure, under no circumstances shall the Manager advance funds to the Corporation on a temporary loan basis whether interest is charged to the Corporation or not in the event of a cash deficit occurring in the Corporation's current account. The Manager shall notify the Board of any anticipated cash deficit and the Board shall take immediate steps to obtain the necessary funds to cover any such deficit in accordance with the By-Laws by either the levying of a special assessment, the delivery of a revised budget, or the exercise of its borrowing authority on behalf of the Corporation.

XIII. COLLECTION OF COMMON EXPENSES

The Manager, in addition to its covenant to enforce the Declaration and By-Laws as herein provided, shall actively pursue the collection of unpaid common expenses assessments from the Owners with a view to reducing these receivables to the minimum monthly balance and without incurring additional cost save in those instances where legal action, including the filing of notices of lien pursuant to the Act, is required. It is understood that the Manager shall instruct the Corporation's solicitor to file the notice of lien in the appropriate Land Registry Office within the time prescribed by the Act after the date on which the Owner first defaults.

In the event that the Manager fails to ensure the filing of a notice of lien covering the arrears of common expenses, interest charges and legal costs within the time specified under the Act resulting in any loss or any additional cost to the Corporation, the Manager shall be directly liable for same to the Corporation. This provision shall survive the termination of this Agreement.

XIV. FIDUCIARY RELATIONSHIPS

The Manager (if required) may engage any parent or subsidiary Company or any persons, firm or Company associated, affiliated or otherwise connected with the Manager (hereinafter called the "Affiliate") to perform any work or services for the Corporation within the scope of the Manager's duties under the provisions of this Agreement, without being in breach of any fiduciary relationship with the Corporation, subject, however, to the prior approval of the Board in each and any such instance and subject further to the provisions of Article XII hereof.

XV. RELATIONS WITH OWNERS AND RESIDENTS

- (a) The Manager shall promptly and courteously deal with all reasonable requests or complaints by the Board, any Owner or resident or any mortgagee of a unit relating to the management of the Property or the duties or obligations of the Manager pursuant hereto, and record in writing any such requests or complaints and the eventual disposition thereof;
- (b) The Manager shall maintain businesslike relations with Owners and residents whose service requests relating to the common elements shall be received, considered and recorded in systematic fashion in order to show the action taken with respect to each request. Complaints relating to common elements, the maintenance and repair of which is the responsibility of the Corporation shall be attended to by the Manager in as prompt and diligent a manner as possible.

XVI. TERMINATION

- (a) Either party may terminate this Agreement, without cause, with effect as at the last day of a calendar month, upon giving to the other party written notice specifying the termination date. Such notice shall be given to such other party prior to the commencement of the period of two (2) full calendar months ending on the date of termination. Upon expiration of such notice period, the Manager shall surrender to the Corporation the corporate seal, all contracts, records, files and other documents or information which may be pertinent to the continuing operation of the Property and the Corporation shall pay to the Manager any monies due to it as of the date of termination. For a period of twelve (12) months after such termination and for the purpose of settling any dispute or defending any claim, the Corporation shall provide to the Manager at all reasonable times and upon reasonable notice access to all such contracts, records, files and other documents or information.
- (b) In addition to the rights of the parties described in paragraph (a), this Agreement shall terminate immediately upon the happening of any of the following events:
- (i) the insolvency or bankruptcy of the Manager, or upon the Manager taking steps to wind up its business voluntarily or otherwise (including but without limiting the generality of the foregoing, if the Manager has a petition for a receiving order filed against it; if the Manager makes a proposal in bankruptcy; if the Manager makes an assignment of its property for the benefit of its creditors generally; or if a receiver or a trustee is appointed to manage or investigate the affairs of the Manager); or
 - (ii) The termination of the government of the Property by the Act; or
 - (iii) The Manager is insubordinate, reckless or grossly negligent in performing its duties hereunder.
- (c) Upon the termination of this Agreement and in addition to the Manager's obligations described in paragraph (a) above,
- (i) the Manager shall as soon as possible thereafter and within 60 days after the date of effective termination pay over any balance in the Corporation's bank account managed by the Manager remaining to the credit of the Corporation (less any amounts necessary to satisfy commitments properly made by the Manager to others prior to the date of termination), all post-dated cheques, and shall as soon as possible thereafter render a final accounting to the Corporation;
 - (ii) the Manager shall forthwith surrender to the Corporation or to the Corporation's representative designated in writing all the keys to the Property or any part thereof held by the Manager or any of its employees and all the books and records, other than accounting books and records, kept by the Manager in relation to the management of the Corporation which are the property of the Corporation, or that are in the possession of any employees of the Manager, including, without limitation, post-dated common expense assessment cheques, contracts, files, plans, drawings, specifications, architectural or engineering documents, manuals, maintenance and repair logbooks, and correspondence, provided, however that the Manager's own files relating to the Corporation shall be excluded;
 - (iii) all accounting books and records kept by the Manager in relation to the Management of the Corporation which are the property of the Corporation, or that are in the possession of any employees of the Manager, will be surrendered within two (2) full calendar months after the termination date, or after an audited statement, if required by either party, is presented;
 - (iv) The Corporation shall assume the obligations under any and all contracts, which the Manager has properly made for the purpose of arranging the services to be provided pursuant to this Agreement;
 - (v) Any liability incurred under this Agreement by either party to the other up to and including the date of termination of this Agreement or which arises from a claim made after such termination with respect to any occurrence prior to the termination, as well as all obligations of each party hereto to the other under this Article XVI, shall survive the termination of this Agreement.

XVII. NOTICE

Any notice required to be given by either party to the other shall be sufficiently given if delivered or mailed by prepaid registered post addressed to the Corporation, c/o the President at his address from time to time, and to the Manager, at 90 Sheppard Avenue East, Suite 500, Ottawa, Ontario M2N 3A1 and any such notice shall be conclusively deemed to have been given and received at the time of its personal delivery by one party to an Officer or Director of the other or in the case of the Manager to any person at the Manager's address, or in the event of service by mail, on the fifth (5th) working day after the day of such mailing, provided that if normal mail service is disrupted by reason of strikes, walkouts, slowdowns or other irregularities then so long as such disruptions exist, any notice required or permitted to be given hereunder shall be delivered personally or otherwise shall be deemed to be ineffective for all purposes hereof. Either party may by notice in writing to the other designate another address to which notices mailed more than ten (10) days after the giving of such notice of change of address shall be addressed.

XVIII. PARTIAL INVALIDITY

If any portion of this Agreement shall be for any reason declared invalid or unenforceable, the validity of any of the remaining portions of this Agreement shall not be thereby affected, and such remaining portions shall remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated, and it is hereby declared the intention of the parties hereto that they would have executed the remaining portion of this Agreement without including therein any such portions thereof that might be declared invalid.

XIX. SUCCESSORS AND PERMITTED ASSIGNS

This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto, provided always that this Agreement may only be assigned by the Manager with the express written consent of the Corporation. Such consent shall not be unreasonably withheld.

XX. GENDER AND NUMBER

Where applicable, or where required by the context, all references herein in the singular shall be construed to include the plural and references to masculine shall be construed to include the feminine and neuter genders.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals, attested by the hands of their respective Officers duly authorized in that behalf, this ____ day of _____ 201__.

OTTAWA CARLETON STANDARD CONDOMINIUM CORPORATION NO.

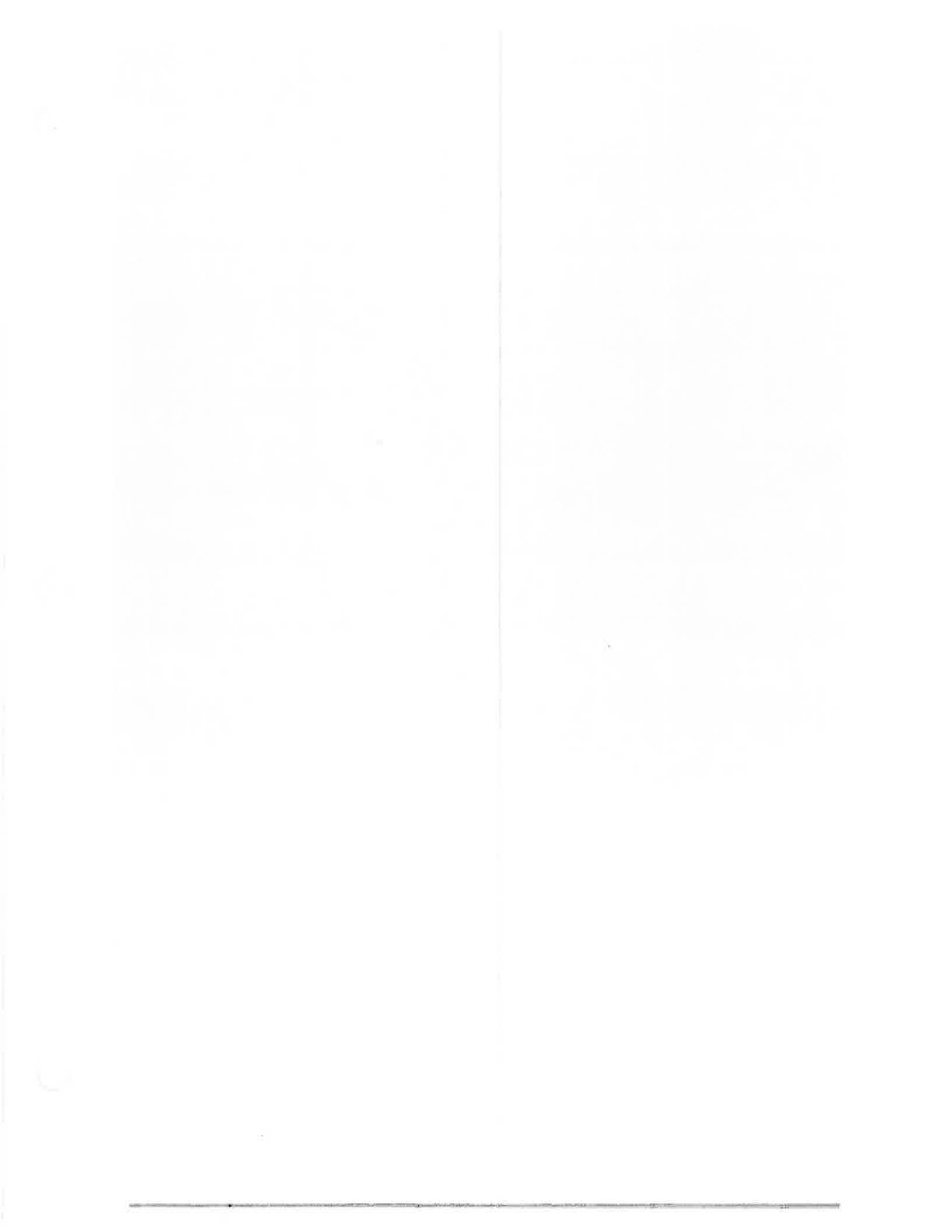
MINTO MANAGEMENT LIMITED

Per: _____

Per: _____

Per: _____

Per: _____



ARTICLE 3
OBLIGATIONS OF THE UTILITY MONITOR

3.1 Monthly Reading

The Utility Monitor shall cause the Revenue Meter System appurtenant to each dwelling unit to be read (either by a direct visual reading or through the Remote Monitoring System, or by any other method, provided same is reasonably reliable and accurate) and shall thereafter issue and submit an Invoice to each residential unit owner or tenant for Utility consumption for the immediate preceding month at the then current residential rate during the monthly billing period, on the express understanding that:

- (a) the Invoice shall oblige the unit owner to pay the full amount set out therein (the "Individual Share" to the Utility Monitor in full on or before the tenth (10th) day following the issuance of the Invoice (the "Due Date") by or on behalf of the said unit owner;
- (b) the Utility Monitor shall only be required to issue invoices directly to the registered owner of the residential unit or to whomsoever the registered owner may otherwise direct the Utility Monitor and the Corporation in writing; and
- (c) the Utility Monitor shall use its best efforts to collect the Individual Share from all each residential unit owner on a per unit basis on or before the respective Due Date and shall remit that portion of the Individual Share that relates to the cost of the Utilities consumed plus applicable taxes directly to the Corporation to be followed by a monthly report and accounting of all invoices as contemplated at Section 3.2. For greater certainty, that portion of the Individual Share, collected from each residential unit owner, which relates to the Administration Fee and all additional charges including, without limitation, applicable taxes, set-up fees, and all charges, penalties and interest relating to late payment, shall be for the account of the Utility Monitor and shall not be remitted to the Corporation. In connection with the foregoing, the Utility Monitor may implement a pre-authorized payment system with each dwelling unit owner being obliged to provide a sample cheque marked "void" directly to the Utility Monitor (and such other bank forms, authorizations, documents and instruments as may be reasonably required from time to time by the Utility Monitor in order to implement such pre-authorized payment plan system) and the Corporation shall, without charge, take all steps reasonably required by the Utility Monitor in order to facilitate the implementation of same.

3.2 Monthly Report

The Corporation agrees to provide the Utility Monitor with a copy of all Utilities bills for the property in accordance with the terms of Section 2.5 above in order to permit the Utility Monitor to carry out, on a timely basis, the following obligations. The Utility Monitor shall provide to the Corporation, within ten (10) days of receipt of a Utility bill, an accurate report calculating both the total aggregate cost of Utilities consumed by the owners and tenants of all residential units in the building, and the individual metered (as recorded) consumption of Utilities within each residential unit according to the register of owners and tenants supplied to the Utility Monitor by the Corporation in accordance with Section 2.4 hereof. The said monthly report from the Utility Monitor to the Corporation shall also indicate the costs associated with the remainder portion of the Supplier's Utilities bill for the common elements or other components of the building, once the amounts paid by the residential unit owners, excluding the Administration Fee, have been deducted.

3.3 Payment of Utility Bills and Deposit

Subject always to the Corporation honouring its obligations to the Utility Monitor as set forth in Article 2 above, the Utility Monitor shall pay promptly, on or before the twentieth day of each month, to the Corporation that portion of each Individual Share received by the Utility Monitor from residential unit owners or tenants, attributable to the cost of Utilities consumed by the residential units plus applicable taxes. Notwithstanding the foregoing and as set out in Section 2.8 hereof, the Corporation shall have sole responsibility and liability for the full payment of the monthly bulk Utilities bills and shall make such payments directly to the suppliers as and when same are due.

The Corporation shall be responsible to ensure that each unit owner maintain a deposit equal to the sum of \$200.00 (Two Hundred Dollars) or such other amount determined by the Corporation, acting reasonably. In the event that a unit owner does not pay to the Utility Monitor the amount so billed (the "defaulting unit owner"), the Corporation shall be entitled to utilize the deposit paid by the defaulting unit owner directly to the Utility Monitor and in the event that there is a shortfall or a unit owner has not maintained the requisite deposit, then the Utility Monitor and Corporation shall be entitled to all of the rights and remedies as set out in Section 7 of the registered Declaration of this Corporation, inclusive of the lien rights therein contained. In addition to those rights and obligations, the Corporation shall thereafter be entitled to require that the defaulting unit owner forthwith remit the requisite amount of funds with the Corporation to ensure that the unit owner maintains a deposit equal to the estimated sum of three (3) months of Invoices.

3.4 Diligence

The Utility Monitor agrees with the Corporation to charge and assess its Administration Fee as part of its monthly Invoice to each unit owner, and to follow up or at least on one occasion, initially with each unit owner or tenant respecting non payment of the monthly Invoice to the unit owner or tenant within ten (10) days of the due date noted on the monthly billing to the unit owner. The Utility Monitor agrees with the Corporation to observe and perform its service and initial collection efforts in a diligent manner in order, to reduce, as many as is reasonably possible, the number of unit owners or tenants who are late, or are consistently late, in payment of their monthly Utilities bills to the Utility Monitor, i.e., prior to the Utility Monitor requesting payment by the Corporation of arrears of utility charges pursuant to Section 2.9 hereof.

ARTICLE 4 RECORDS

4.1 Retention of Records

The Utility Monitor agrees to retain, until the expiry of five (5) years from the end of the calendar year in which they relate, copies of all statements and records it is required to maintain on behalf of the Corporation for or in respect of each residential unit owner in connection with the provision of its Services hereunder. All statements and records shall be kept in accordance with generally accepted accounting principles, and the Corporation shall be entitled to inspect such books and records from time to time, upon not less than two (2) Business Days advance written notice, and to make copies thereof at the expense of the Corporation.

ARTICLE 5 TERM

5.1 Term of Agreement

The term of the Agreement shall commence on the date of execution of this Agreement (which shall, for all purposes be the date mentioned above) and shall correspondingly expire five (5) years thereafter (the "Initial Term").

Provided that the Corporation is not and has not been in default under the terms of this Agreement, the Corporation shall have the right to renew this Agreement (subject to the Utility Monitor's agreement to continue to act in this role) for an additional term of two (2) years commencing from the date immediately following the last day of the Initial Term (the "Second Term") upon giving written notice to the Utility Monitor of its desire to renew the term of this Agreement as aforesaid, at least sixty (60) days prior to the end of the Initial Term. Notwithstanding the foregoing, there shall be no obligation on the part of the Utility Monitor to continue to act in this role notwithstanding the exercise of the right to renew.

5.2 Termination

Upon the termination of this Agreement, the Utility Monitor shall leave the Equipment Area in a neat, clean and safe condition, and the Revenue Meter System, and all ancillary items shall remain with the property.

In the event the Corporation defaults in the due and regular performance of any of its obligations hereunder and fails to fully rectify any such default within five (5) days of receiving written notice from the Utility Monitor then the Utility Monitor shall have the unilateral right and option of