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Jane Sajud

Land Registrar / Registrateur, Simcoe #51 Barrie

DECLARATION

CONDOMINIUM ACT, 1998

RENFREW STANDARD CONDOMINIUM PLAN NO. 19

NEW PROPERTY IDENTIFIER'S BLOCK 57819

RECENTLY : PIN 57359-0371

DECLARANT : CALABOGIE PEAKS ULC

Solicitor: Martin Z. Black

ADDRESS: 200-1770 Woodward Drive, Ottawa, ON K2C 0P8

PHONE: (613) 722-0015

No. OF UNITS 14

FEES : \$75.90 for plan + (\$5.00 x 14 units) = \$145.90

DECLARATION

MADE PURSUANT TO THE *CONDOMINIUM ACT, 1998*

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

Calabogie Peaks ULC

(hereinafter referred to as the "Declarant")

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

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

1 INTRODUCTORY

1.1 Interpretation. Unless the context otherwise requires the terms used herein shall have ascribed to them the meaning contained in the Act. The following terms shall have the following meanings:

- (a) **"Board"** means the board of directors of the condominium corporation;
- (b) **"Condominium"** means the freehold condominium created upon the registration of this Declaration and of the description under the Act;
- (c) **"Corporation"** means the condominium corporation created upon the registration of this Declaration and of the description under the Act;
- (d) **"Owner"** means the owner or owners of the freehold estate in a Unit, but does not include a mortgagee unless in possession;
- (e) **"Shared Facilities Agreement"** means the Shared Facilities Agreement registered as Instrument No. RE257189 against the Property;
- (f) **"Unit"** means all of those parts of the Condominium designated as a Unit by the description.

1.2 Statement of intention. The Declarant intends that the lands and interests appurtenant to the property described in Schedule "A" be governed by the Act, and any amendments thereto. The registration of this Declaration and the description will create a freehold condominium corporation that constitutes a standard condominium corporation as defined in the Act.

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

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

The description of a Unit shall include:

- all electrical wiring, cables, conduits, lines and connections which serve that Unit only and which run from the electrical panel in that Unit to electrical outlets or fixtures in that Unit; and
- in the case of Units that contain fireplaces, the Unit shall include the fireplace and vent leading from the Unit

Notwithstanding the foregoing, the Unit shall not include:

- heating, air-conditioning or air-treatment equipment and systems which serves that Unit only and the appurtenances, ducts connections, etc., with respect thereto, no matter where located;
- concrete floor slabs, concrete columns, structural members or any load bearing walls and partitions contained within the Unit and showing on the Description;
- all sanitary sewers, storm sewers, surface drainage facilities, gas and/or propane mains, electric power cables, telephone cables, satellite or cable television distribution systems, cables, wires, water mains, conduits, pipes, inlets, outlets, connections, equipment, devices and other appurtenances which provide services to another Unit or Units or the Common Elements

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

1.6 Address for Service, Mailing Address and Municipal Address. The Corporation's address for service and mailing address shall be 30 Barrett Chute Road Calabogie ON K0J 1H0 or such other address as the Corporation may determine in accordance with the provisions of the Act. The Corporation's municipal address is 30 Barrett Chute Road, Calabogie, Ontario K0J 1H0.

1.7 Approval Authority Requirements. There are no conditions imposed by the approval authority to be included in this Declaration.

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

2 COMMON EXPENSES

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

2.2 Payment of Common Expenses. Each Owner, including the Declarant, shall pay to the Corporation a proportionate share of the common expenses, as may be provided for by the by-laws of the Corporation, and the assessment and collection of contributions toward the common expenses may be regulated by the Board pursuant to the by-laws of the Corporation.

2.3 Reserve Fund. The Corporation shall establish and maintain one or more Reserve Funds and shall collect from the Owners as part of their contribution towards the common expenses, all amounts that are reasonably expected to provide sufficient funds for major repair and replacement of common elements and assets of the Corporation all in accordance with provisions of the Act. No part of any Reserve Fund shall be used except for the purpose for which the fund was established. The Reserve Fund(s) shall constitute an asset of the Corporation and shall not be distributed to any Owner(s) except on termination of the Corporation in accordance with the provisions of the Act.

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

3 COMMON ELEMENTS

- 3.1 Use of Common Elements. Subject to the provisions of the Act, this Declaration and the By-laws, and any Rules and regulations passed pursuant thereto, each Owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.

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

- (a) will result in a contravention of any term or provision set out in the Act, this Declaration, the By-laws and Rules of the Corporation;
- (b) is likely to damage the property of the Condominium, injure any person, or impair the structural integrity of any Unit or common element;
- (c) will unreasonably interfere with the use and enjoyment by the other Owners of the common elements and/or their respective Units; or
- (d) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy.

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

- 3.2 Exclusive Use Areas. Those areas of the common elements over which certain Owners have exclusive use are set out in Schedule "F" attached hereto.

- 3.3 Restricted Access. Without the consent in writing of the Board, no Owner shall have any right of access to those parts of the common elements used from time to time for utilities, care, maintenance, housekeeping, storage or operation of the Property or any part thereof as designated by the Board, from time to time. These areas include the Housekeeping, Electrical and Utility Rooms. This section shall not apply to any mortgagee holding mortgages on at least thirty percent (30%) of the Units who shall have a right of access for inspection upon forty-eight (48) hours' notice to the Corporation or its property manager.

- 3.4 Modifications of Common Elements, Assets and Services

- (a) General Prohibition

No Owner shall make any change or alteration to the common elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the common elements (except for maintaining those parts of the common elements which he or she has a duty to maintain in accordance with the provisions of this Declaration) without obtaining the prior written approval of the Board and having entered into an agreement with the Corporation in accordance with section 98 of the Act. With respect to the balconies or patios which form part of the Owner's exclusive use common elements, there shall be no alterations permitted, no enclosures or other structures, and no placement thereon of anything other than seasonal furniture, and without limitation, no placement of heavy planters.

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

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

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

The Corporation may, by a vote of Owners who own at least sixty-six and two-thirds percent (66 2/3%) of the Units, make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Corporation or a substantial change in a service the Corporation provides to the Owner in accordance with subsections 97(4), (5) and (6) of the Act.

3.5 Declarant Rights. Notwithstanding anything provided in this declaration to the contrary and notwithstanding any by-law or rule of the Corporation hereafter passed to the contrary, it is expressly stipulated and declared that:

- (a) the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the common elements and the use of any unoccupied Unit, for the purposes of implementing, operating and/or administering the Declarant's marketing, sale, construction and/or customer-service program(s) with respect to any unsold Units on the Property or in any of the Declarant's other projects;
- (b) the Declarant shall be entitled to erect and maintain signs, flags, displays and sales areas for marketing, rental and sales purposes including a sales and/or rental office and models for display and sales purposes relating to proposed or existing Units on the Property or other similar proposed or existing Units belonging to the Declarant not located on the Property, upon the common elements and within or outside any unsold Units on the Property, pursuant to the Declarant's ongoing marketing program, at such locations and having such dimensions as the Declarant may determine in its sole discretion until all Units on the Property are sold and conveyed by the Declarant. The Declarant, its sales personnel, agents, invitees and tenants are entitled to use the common elements for access to and egress from the Units including model homes, rental and/or sales offices and to show the common elements to prospective purchasers and tenants of Units in the Property and of any other projects of the Declarant and may park upon any unallocated parking spaces on the Property, until such time as all of the Units on the Property and in the Declarant's other projects are sold and conveyed;
- (c) so long as the Declarant owns one or more Units in the Condominium, the Corporation shall take no action which, in the Declarant's opinion, would adversely affect the Declarant's marketing program with respect to the Units of the Corporation and any other similar projects of the Declarant;
- (d) the Declarant, as well as any company affiliated with the Declarant, or other person approved in writing by the Declarant shall be irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy, to sell, lease, rent or transfer Units owned by the Declarant or such person, as the case may be, for any period and under any terms to any tenants, purchasers or transferees without the consent of any person including the Corporation being required;
- (e) it is the intent of this section that neither the Corporation nor the Board shall interfere with the construction, sale, lease, rent or transfer of such Units by the Declarant. Accordingly, any rule or regulation adopted either by the Board or the Corporation which is inconsistent with the intent of this paragraph shall be null and void. The costs of any action concerning the enforcement of any rights hereunder shall be borne by the party against whom a judgment is rendered. The Declarant (and any person or affiliated company designated by the Declarant as above provided) shall at all times act fairly and reasonably in its exercise of the rights reserved by this section.

4 **UNITS**

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

- (a) The Units shall be occupied and used for residential purposes as defined in and in conformity with the zoning and property standards by-laws of Greater Madawaska Township and for no other purpose.

- (b) No Unit shall be occupied or used by any one in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance referred to in this Declaration. Should the occupation or use of a Unit result in an increase of premium payable by the Corporation for any policy or policies of insurance, then the Owner of such Unit shall be liable to the Corporation for the increased premium payable which shall be charged back to the Owner as additional contributions towards common expenses and shall be recoverable as such or recoverable by any other procedure the Corporation elects.
- (c) The Owner of each Unit shall comply and shall require all residents, tenants, occupants and visitors to his or her Unit to comply with the Act, this Declaration, and the by-laws, and the rules and regulations passed pursuant thereto.
- (d) No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the Owner is in default of payment of common expenses, in which case, the tenant shall deduct from the rent payable to the Owner the Owner's share of the common expenses and shall pay the same to the Corporation.
- (e) Any Owners leasing their Unit shall not be relieved from any of their obligations with respect to the Unit which shall be joint and several with their tenant.
- (f) Save and except for interior decorating and minor alterations of a cosmetic nature, no Owner shall make any change or alteration to the Unit, including the removal, installation, extension or other structural alteration of any toilet, bathtub, wash basin, sink, door leading to the exterior of the Unit, window, or heating, air conditioning, plumbing or electrical installations contained in or forming part of his Unit, or any alteration of load-bearing walls or walls containing service conduits which service other Units, or any alteration which effects the Common Elements, without the written consent of the Board, which may attach any reasonable condition to its consent or which in its absolute discretion withhold its consent;
- (g) Where and to the extent that portions of walls or columns located within a Unit are not load-bearing walls or columns, and contain no service conduits that service any other Unit or the Common Elements, an Owner may, with the prior written consent of the Board which may attach any reasonable condition to its consent, including the approval of the insurer of the Property, erect, remove or alter any interior walls or partitions within his Unit.
- (h) All work performed under the paragraphs above shall be carried out in accordance with the provisions of all relevant municipal and other government by-laws, rules, regulations or ordinances; and the conditions, if any, of approval by the Board
- (i) No animal, livestock or fowl shall be permitted in the Units or on the Common Elements, provided that general household pets restricted to dogs, domestic cats, caged birds or fish, or any other animal that the Board may designate shall be allowed ("the Permitted Pets"). No Pet, which is deemed by the Board or the property manager, in their sole absolute discretion, to be dangerous or a nuisance shall be kept by any Owner in any Unit. Such Owner shall, within two days receipt of a written notice from the Board requesting the removal of such pet, permanently remove such pet from the Property. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a danger to the residence of the Corporation, shall be permitted in any Unit. In addition, any pets allowed to be kept in the Units shall not be kept unattended on any portion of the Common Elements. All pets must always be kept under personal supervision and control and held by leash during ingress and egress from a Unit. In no event shall any domestic pet be permitted in any interior portion of the Common Elements.
- (j) All glass doors and windows shall be covered by draperies, blinds or other appropriate window coverings, of a similar nature to those initially installed in the Unit sufficient to interrupt sunlight
- (k) All hard floors, except in the kitchen, entrance foyer and bathrooms, shall be covered by carpeting to the extent of at least 70% percent of the area of any such floor.

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4.2 Rights of Entry.

- (a) The Corporation, or any insurer of the Property, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the exclusive use Common Elements, at all reasonable times upon giving reasonable notice for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the Property, or carrying out any duty imposed upon the Corporation. Without limiting the generality of the foregoing, the Corporation shall be permitted to exercise the aforementioned rights to maintain, repair and replace as required, all heating, air-conditioning and air treatment equipment which serves only his Unit, no matter where located, and the appurtenances, ducts and connections with respect thereto.
- (b) In case of an emergency, an agent of the Corporation may enter a Unit or exclusive use Common Elements, at any time and without notice, for the purpose of repairing the Unit, Common Elements or exclusive use Common Elements, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists.
- (c) If an Owner is not personally present to grant entry to the Unit or exclusive use Common Elements, the Corporation, or its agents, may enter upon such Unit or exclusive use Common Elements, without being liable for any claim or cause of action for damages by reason thereof, provided that they firstly take reasonable steps to obtain permission from the Owner or occupant of such Unit and provided that they exercise courtesy and reasonable care in conducting the activity which requires their entry into such Unit or exclusive use Common Elements.
- (d) The Corporation shall retain a key to each lock to and within each Unit and its exclusive use Common Elements. No Owner shall change any lock or place any additional locks on the doors to and within any unit and the exclusive use Common Elements without the prior written consent of the Corporation.
- (e) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the by- laws.

5 MAINTENANCE AND REPAIRS

5.1 Repairs and Maintenance by Owner. Each Owner shall maintain his/her Unit, save and except for the balconies, decks and patios and, subject to the provisions of this Declaration and section 123 of the Act, Owners shall repair their Units after damage, except for the balconies, decks and patios all at their own expense. Repairs and maintenance of Units shall be performed by Owners to a standard and using materials consistent with the quality of those used in the original construction thereof and as may be otherwise required by the Board of Directors. In addition, each Owner shall:

- (a) at all times maintain sufficient heat in their Units to prevent the freezing of water pipes. In the event an Owner defaults in payment of any propane or power charges, the Corporation may pay same to prevent any discontinuance of service to the Unit and such costs shall be charged back to the Owner, shall be deemed to be additional contributions to the common expenses and shall be recoverable as such or recoverable by any other procedure the Corporation elects;
- (b) be responsible for removal of snow and ice from their exclusive use balconies, decks and patios. Without limiting the generality of any other provision herein, any Owner who fails to remove snow and ice as required herein or fails to do so in a prudent manner shall be responsible for any injury or damage resulting therefrom;
- (c) maintain the interior surface of doors which provide the means of ingress and egress from their Unit and maintain the interior surface of windows, whether such doors and windows are part of a Unit or part of the common elements. In the event any window or any door requires replacement the Owner shall replace such door or window in an expeditious and timely manner, failing which the Corporation may carry out the replacement of such door

or window and the cost of same shall be charged back to the Owner as additional contributions towards the common expenses and shall be recoverable as such or recoverable by any other procedure the Corporation elects;

- (d) Maintain, repair and replace bathtub enclosures, tiles, shower pans, ceiling exhaust fans and fan motors located in the kitchen and bathroom areas of the unit
- (e) Maintain, repair and replace when required any system, appliance or fixture that serves his unit only
- (f) Maintain, repair and replace when required floor coverings, paint finishes to the drywall and ceiling finishes in the Unit
- (g) replace any exterior light bulbs in light fixtures affixed to a part of the common elements immediately adjacent to the Owner's Unit and shall be responsible for paying electricity applicable thereto;
- (h) be responsible for maintenance, repair and replacement of any fireplace and all related venting and apparatus whether located within the Unit or on the common elements; and
- (i) maintain and repair any deck and/or handicap ramp and/or landscaping which has been installed by an Owner with the consent in writing of the Board.

5.2 Repairs by Corporation Where Owner Defaults. The Corporation shall make any repairs that an Owner is obligated to make and that the Owner does not make within a reasonable time; and in such an event, an Owner shall be deemed to have consented to having repairs done by the Corporation; and an Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such sums of money shall bear interest at the rate per annum which is the prime rate of the Bank of Canada plus five percent (5%) per annum, compounded monthly at the time the work is done. The Corporation may collect all such sums of money in such instalments as the Board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such Owner, after receipt of a notice from the Corporation thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such or recoverable by any other procedure the Corporation elects.

5.3 Repairs and Maintenance by the Corporation.

- (a) The Corporation shall maintain and repair the balconies, decks and patios and the common elements at its own expense. If repairs are required to the asphalt surfaces in the parking spaces as a result of spills or leakages, the costs of such repairs shall be charged back to the Owner of the exclusive use rights in the parking space and shall be deemed to be additional contributions to the common expenses and recoverable from the Owner as such.
- (b) Except for the Owner's exclusive use balconies, decks and patios, the Corporation shall, at its own expense, be responsible for ice and snow removal throughout the common elements.
- (c) The Corporation shall, at its own expense, be responsible for lawn maintenance throughout the common elements. The Corporation or its authorized agent shall have the right to enter into the rear yards of Units without notice for purposes of cutting the grass; provided that if access to such yards is prohibited or obstructed for any reason whatsoever, the Corporation shall not be liable for its failure to perform same and, notwithstanding the right of entry, the Corporation assumes no responsibility or liability for care or supervision of any Unit, except as specifically provided in this declaration and the by-laws.
- (d) The Corporation shall, at its own expense, be responsible for the maintenance and repair of
 - heating, air-conditioning or air-handling and treatment equipment and the appurtenances, ducts connections, etc., with respect thereto, no matter where located;
 - concrete floor slabs, concrete columns, structural members or any load bearing partitions contained within the Unit;

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- all sanitary sewers, storm sewers, surface drainage facilities, gas and/or propane mains, electric power cables, telephone cables, satellite or cable television distribution systems, cables, wires, water mains, conduits, pipes, inlets, outlets, connections, equipment, devices and other appurtenances which provide services to another Unit or Units or the Common Elements
- (e) The Corporation shall, at its own expense, be responsible for the payment of Shared Expenses as set out in the Shared Facilities Agreement, and for honouring and complying with all obligations required pursuant to the Shared Facilities Agreement.

6 INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

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

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

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

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

- (a) the Corporation is obligated to repair any Unit under section 5.2 hereof, in accordance with the provisions of the Act, the insurance trustee, if one shall have been appointed, shall hold all proceeds pursuant to the conditions in Section 6.1 (a) for the Corporation and shall disburse same in accordance with the provisions of the insurance trust agreement, in order to satisfy the obligation of the Corporation to make such repairs;
- (b) there is no obligation by the Corporation to repair any Unit in accordance with the provisions of the Act and if there is termination in accordance with the Act, the insurance trustee shall hold all proceeds for the Owners in the proportion of their respective interests in the common elements and shall pay such proceeds to the Owners in such proportions, upon registration of a notice of termination by the Corporation; or
- (c) the Board, in accordance with the provisions of the Act, determines that:
 - (i) there has not been substantial damage to twenty-five percent (25%) of the buildings, or
 - (ii) there has been substantial damage to twenty-five percent (25%) of the buildings and within sixty (60) days thereafter the Owners who own eighty percent (80%) of the Units do not vote for termination,

the insurance trustee shall hold all proceeds for the Corporation and Owners whose Units have been damaged, as their respective interests may appear, in accordance with the provisions of the

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insurance trust agreement in order to satisfy their respective obligations to make repairs, pursuant to the provisions of Articles of this Declaration and the Act.

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

7 INSURANCE

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

- (a) insurance against damage by all risks (including fire, extended coverage and malicious damage) and sudden and accidental breakdown of pressure machinery and electrical utility supply objects, computer, data processing and communications equipment and such other perils as the Board may from time to time deem advisable, insuring the Property, excluding the Units, and personal property owned by the Corporation in an amount equal to the full replacement cost of such real and personal property, without deduction for depreciation, which policy may be subject to a loss deductible clause;
- (b) insurance against damage by all risks (including fire, extended coverage and malicious damage) and sudden and accidental breakdown of pressure machinery and electrical utility supply objects, computer, data processing and communications equipment and such other perils as the Board may from time to time deem advisable, insuring the Units, but excluding those items to be insured by the Owners as set forth in subparagraph 7.2(a) hereof, in an amount equal to the full replacement cost of such Units without deduction for depreciation. Such policy or policies of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear, with mortgagee endorsements, which shall be subject to the provisions of this Declaration and the insurance trust agreement, and shall contain the following provisions:
 - (i) that loss shall be payable to the insurance trustee if any is appointed pursuant to the terms of Section 6.1(a),
 - (ii) waivers of subrogation against the Corporation, its manager, agents, employees and servants and Owners, and any member of the household, or guests of any Owner or occupant of a Unit and insurance trustee, except for arson and fraud, vehicle impact, vandalism or malicious mischief,
 - (iii) that such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days' prior written notice to all parties whose interests appear thereon, and to the insurance trustee,
 - (iv) all policies of insurance shall provide that the same shall be primary insurance in respect of any other insurance carried by any Owner,
 - (v) a waiver of the insurer's option to repair, rebuild, or replace in the event that after damage the Corporation is terminated, and
 - (vi) reasonable deductibles not exceeding 3% of the replacement cost of the insured property,
- (c) public liability and property damage insurance insuring the liability of the Corporation and the Owner from time to time, with limits to be determined by the Board but not less than \$5,000,000.00, and without right of subrogation as against the Corporation, its manager, agents, servants and employees, and as against the Owners, and any member of the household or guests or any Owner or occupant of a Unit;

- (d) machinery insurance to the extent required as the Board may from time to time deem advisable;
- (e) directors and officer's liability insurance without an exclusion based on or attributable to any wrongful act in procuring, effecting and maintaining insurance, or with respect to amount, form, conditions or provision of such insurance and with limits of at least \$2,000,000.00,
- (f) employee dishonesty insurance (form A) with the definition of "employee" to include non-compensated elected directors and officers of the Corporation, having limits sufficient to cover the exposure to loss but in no event less than \$100,000.00;
- (g) depositor's forgery insurance with limits sufficient to cover the exposure to loss, but in no event less than \$50,000.00; and
- (h) insurance against the liability of the Corporation resulting from a breach of duty as occupier of the common elements or land that the Corporation holds as an asset.

7.2 By the Owner. It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, or any other insurance, if deemed necessary or desirable by any Owner, may be obtained and maintained by such Owner:

- (a) insurance on any improvements and betterments made or acquired by the Owner, and for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within the Unit, and his or her personal property and chattels stored elsewhere on the Property, including automobile or automobiles, and for loss of use and occupancy of the Unit in the event of damage, which policy or policies of insurance shall contain a waiver of subrogation against the Corporation, its manager, agents, employees and servants, and against the other Owners and any members of their household, except for vehicle impact, arson and fraud, vandalism and malicious mischief;
- (b) public liability insurance covering any liability of any Owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.

An improvement to a Unit shall be determined by reference to a standard unit for the class of unit to which the Unit belongs as provided in the Act.

7.3 General Provisions.

- (a) At least every three (3) years or more often as required by legislation, or at such other time as the Board may deem advisable, and also upon the request of a mortgagee or mortgagees holding mortgages on fifty percent (50%) or more of the Units, the Corporation shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be effected pursuant to section 7.1 hereof and the cost of such appraisal shall be a common expense.
- (b) The Corporation, its Board, and its officers, shall have the exclusive right, on behalf of itself and as Agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the Board may, in writing, authorize an Owner to adjust any loss to his or her Unit.
- (c) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent, if the mortgage itself contains a provision giving the mortgagee that right, and also to the right of any mortgagee to receive the proceeds of any insurance policy, if the property is not repaired.

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- (d) A certificate or memorandum of all insurance policies, and endorsements thereto shall be issued as soon as possible to each Owner and a duplicate original or certified copy of the policy to each mortgagee; renewal certificates or certificates of new insurance policies shall be furnished to each Owner and renewal certificates or certified copies of new insurance policies to each mortgagee not later than ten (10) days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by an Owner or mortgagee on reasonable notice to the Corporation.
 - (e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in the Declaration.
 - (f) Any proceeds of insurance payable to an Owner of a Unit and any assets of the Corporation distributable to an Owner of a Unit shall be subject to the claim of any mortgagee holding a mortgage registered on title as of the day prior to such payment or distribution and to satisfaction of any amount due under any liens in favour of the Corporation against the Unit.
 - (g) Should an Owner use a Unit which will result in an increase in the insurance premiums payable by the Corporation, then such Owner shall be liable to pay such increase of the insurance premium. All payments pursuant to this clause are deemed to be additional contributions toward the common expenses and recoverable as such or by such other procedure the Corporation elects.
 - (h) Any deductible loss under the Corporation's policy relating to damage to a Unit shall be the responsibility of the Owner of the Unit and shall be added to the common expenses payable for the Owner's Unit. In addition, any deductible loss under the Corporation's policy relating to damage to any part of the property which results from a negligent act or omission of the Owner, or his or her guests, agents or occupants, shall be the responsibility of the Owner and shall be added to the common expenses payable for the Owner's Unit.

8 INDEMNIFICATION

- 8.1 Indemnification. Each Owner shall indemnify and save harmless the Corporation from and against any loss, cost, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, the Owner's family or any member thereof, any other resident or occupant of that Unit or any guests, tenants, invitees, licensees or agents of such Owner or resident to or with respect to the common elements and/or all other Units, except for any loss, cost, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation but this exception shall not apply to vehicle impact, arson, fraud, vandalism and malicious mischief. All payments pursuant to this clause are deemed to be additional contributions toward the common expenses and recoverable as such or by such other procedure the Corporation elects.

9 GENERAL MATTERS AND ADMINISTRATION

- 9.1 Units Subject to the Act, Declaration, By-laws, Rules and Regulations. All present and future Owners, tenants and residents of Units, their families, guests, invitees, licensees or agents shall be subject to and shall comply with the provisions of the Act, this Declaration, the by-laws, and any other rules and regulations of the Corporation. The acceptance of a transfer/deed of land, or the entering into a lease, or the entering into occupancy of any Unit, shall constitute an agreement that the provisions of the Act, this Declaration, the by-laws, and any other rules and regulations, as they may be amended from time to time, are accepted by such Owner, tenant or resident, and all of such provisions shall be deemed and taken to be covenants running with the Unit and shall bind any person having, at any time, any interest or estate in such Unit, as though such provisions were recited and stipulated in full in each and every such transfer/deed of land or lease or occupancy agreement.
- 9.2 Invalidity. Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event all the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

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- 9.3 Waiver. The failure to take action to enforce any provision contained in the Act, this Declaration, the bylaws, or any other rules and regulations of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.
- 9.4 Notice. Except as hereinbefore set forth, any notice, direction or other instrument required or permitted may be given if served personally by delivering same to the party to be served, or to any officer of the party to be served, or may be given by ordinary mail, postage prepaid, addressed to the Corporation at its address for service herein, to each Owner at his or her respective Unit or at such other address as is given by the Owner to the Corporation for the purpose of notice, and to each mortgagee who has notified its interest to the Corporation at such address as is given by each mortgagee to the Corporation for the purpose of notice, and if mailed as aforesaid the same shall be deemed to have been received and to be effective on the first business day following the day on which it was mailed. Any Owner or mortgagee may change its address for service by notice given to the Corporation in the manner aforesaid.
- 9.5 Interpretation. This Declaration shall be read with all changes of number and gender required by the context. The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

DATED at Calabogie, in the Province of Ontario, this 20th day of August, 2020.

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

CALABOGIE PEAKS ULC

Per: _____

Paul Murphy

Name: Paul Murphy

Title: President

I have authority to bind the Corporation

SCHEDULE A

Legal Description

Part of PIN 57359 - 0371

Part of Block 2, Plan 49M-102, designated as Parts 1 and 2 on Plan 49R-19479, Township of Greater Madawaska, County of Renfrew (being the "Condominium Lands")

Subject to a right-of-way and easement in perpetuity over part of said Block 2, Plan 49M-102, designated as Part 2 on Plan 49R-19479, as in RE257276

Together with a right-of-way and easement over, across and upon parts of the common elements in Renfrew Standard Condominium Plan No. 17, designated as Part 3 on Plan 49R-19479, as in RE257276

Together with a right-of-way and easement in favour of the Condominium Lands in perpetuity for vehicular and pedestrian access over, across and upon Block 4, Plan 49M-102, Township of Greater Madawaska, County of Renfrew, as in RE258801

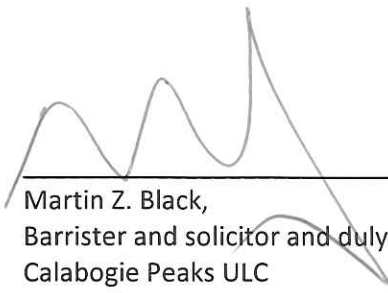
Together with a right-of-way and easement in perpetuity for pedestrian access over, across and upon parts of said Block 2, Plan 49M-102 designated as Parts 5 and 6 on Plan 49R-19479, Township of Greater Madawaska, County of Renfrew, as in RE258801

Reserving a right-of-way and easement in perpetuity in favour of the owners from time to time of Block 1 on said Plan 49M-102, being PIN 57359-0365, Block 3 on said Plan 49M-102, being PIN 57359-0367, and Block 4 on said Plan 49M-102, on said Plan 49M-102, being PIN 57359-0368, for pedestrian access over, across and upon part of said Block 2, Plan 49M-102, designated as Part 2 on Plan 49R-19479 (being part of the Common Elements of the Condominium Lands)

Land Titles Office of Renfrew (No. 49)

In my opinion, based on the parcel register and the plans and documents recorded therein, the legal description is correct, the easements described will exist in law upon the registration of the declaration and the description, and the Declarant is the registered owner of the property and appurtenant interests.

DATED this 20th day of August, 2020.



Martin Z. Black,
Barrister and solicitor and duly authorized agent for
Calabogie Peaks ULC

SCHEDULE B

CONSENT OF MORTGAGEE

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

- Not applicable as there are no charges on title

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SCHEDULE C

BOUNDARIES OF UNITS AND MONUMENTATION

Each Unit shall comprise the area within the bold lines as shown on Part 1, Sheets 2 and 3 of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the Units are the physical surfaces referred to below, and are illustrated on Part 1, Sheets 2 and 3 of the Description and all dimensions refer to such monuments.

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

A. The VERTICAL boundaries of Units 1 to 8, Level 1, and Units 1 to 6, Level 2 are:

- (i) The backside surface of gypsum board, plywood or cement board sheeting, as the case may be, of the exterior walls of the Unit dividing the Unit from the Common Elements. Where applicable, the said surface is projected across openings for pipes, wires and vents and through the floor system separating the second floor from the loft of Unit 3, Level 2.
- (ii) The unitside surface of window glass, and the unfinished unitside surface of window sash and window frame.
- (iii) The unfinished unitside surface of doors leading out of the Unit, in a closed position, the unitside surface of the glass in said doors, where applicable, and the unfinished unitside surface of the door frame.

B. The HORIZONTAL boundaries of Units 1 to 8, Level 1, and Units 1 to 6, Level 2 are:

- (j) Upper: The backside surface of drywall on the ceiling of the unit.
- (ii) Lower: The upper finished surface of the concrete floor slab of the units on Level 1.
The upper surface of the concrete topping of the floors of the units on Level 2.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on PART 1, SHEETS 2 & 3 (both inclusive) of the Description.

Dated: August 20th, 2020



D.S. McMorran
Ontario Land Surveyor

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

SCHEDULE D

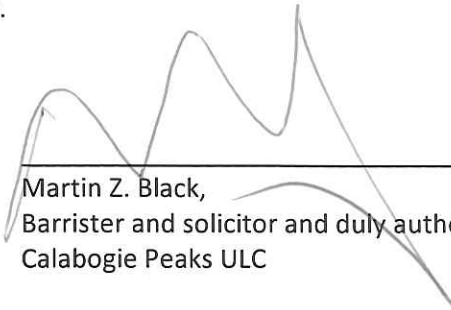
PROPORTIONATE INTERESTS

Proportion of interest in the common elements and proportion of the contribution to the common expenses attributable to each unit as expressed in percentages:

Unit No	Level No	Proportionate Contribution to Common Expenses Percentage Interest in Common Elements
1	1	8.24912%
2	1	3.77397%
3	1	8.24912%
4	1	3.77397%
5	1	3.77397%
6	1	8.24912%
7	1	3.77397%
8	1	8.24912%
1	2	8.24912%
2	2	3.77397%
3	2	10.15673%
4	2	3.77397%
5	2	17.70473%
6	2	8.24912%
TOTAL		100.00000%

The above percentage and calculations are hereby verified as totalling one hundred percent (100%).

DATED at Ottawa this 20th day of August, 2020.



Martin Z. Black,
Barrister and solicitor and duly authorized agent for
Calabogie Peaks ULC

SCHEDULE E

SPECIFICATION OF COMMON EXPENSES

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

- (a) all sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act or this declaration and by-laws of the Corporation or other law or by agreement;
- (b) all sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:
 - Insurance premiums
 - Water, wastewater, electricity, propane, natural gas, fuel and/or oil; except to the extent separately metred or sub-metred for each unit
 - Waste disposal and garbage collection services to the units and to the common elements
 - Snow removal and landscaping services to the units and to the common elements
 - Repairs and maintenance for which the Corporation is responsible
- (c) all sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager;
- (d) all sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;
- (e) the cost of equipment for use in and about the common elements, including the repair, maintenance or replacement thereof;
- (f) uninsured losses (including insurance deductibles), the fees and disbursements of the Insurance Trustee, if any, and of obtaining insurance appraisals;
- (g) the cost of maintaining fidelity bonds as provided by by-law;
- (h) all other expenses of the Corporation incurred by it or the Board in the performance of the objects and duties of the Corporation whether such objects or duties are imposed under the provisions of the *Condominium Act*, this Declaration or performed pursuant to any By-law;
- (i) the payment of realty taxes (including local improvement charges) levied against the Property until and then except to the extent that taxes are levied against each unit on an individual basis;
- (j) the cost of borrowing money for the purpose of caring out the objects and duties of the Corporation, and the repayment thereof including principal and interest;
- (k) the Corporation's share of obligations under the Shared Facilities Agreement; and
- (l) all sums required to be paid to the reserve or contingency fund as required by the Act or in accordance with the annual budget of the Corporation.

SCHEDULE F

EXCLUSIVE USE COMMON ELEMENTS AREAS

Subject to the provisions of the Declaration, the By-laws and Rules of the Corporation and the right of entry in favour of the Corporation thereto and thereon, for the purposes of facilitating any requisite maintenance and/or repair work, or to give access to the utility and service appurtenant thereto:

- a. The owners of Units 1 to 8, Level 1, shall have the exclusive use of the patios adjacent to each such Unit as illustrated in outline on Part 2, Sheet 2, of the Description, numerically designated and with the prefix letter "T", and as assigned below.
- b. The owners of Units 1 to 6, Level 2, shall have the exclusive use of the balconies adjacent to each such Unit as illustrated in outline on Part 2, Sheet 3, of the Description, numerically designated and with the prefix letter "B", and as assigned below.
- c. The owners of all Units shall have the exclusive use of the parking spaces as illustrated in heavy outline on Part 2, Sheet 1, of the Description, numerically designated and with the prefix letter "P", and as assigned below.

Unit No.	Level No.	Parking Spaces	Patios	Balconies
1	1	P4	T1	
2	1	P3	T2	
3	1	P8	T3	
4	1	P7	T4	
5	1	P12	T5	
6	1	P13	T6	
7	1	P15	T7	
8	1	P16	T8	
1	2	P2		B1
2	2	P1		B1
3	2	P6		B2
4	2	P5		B2
5	2	P9, P10, P11		B3, B4
6	2	P14		B4

SCHEDULE G

CERTIFICATE OF ARCHITECT OR ENGINEER

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

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

(Check whichever boxes are applicable)

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

DATED this 13 day of July, 2020.


Guy Somers, P.Eng. Professional Engineer