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2017-02-16



Corps INR de ✓

Condominium Plan No.

Corporation No.

Registrant

60002

989

CONDOMINIUM DECLARATION

Units 1 to 194 - part of 2728796/1 &
Unit 195 - balance of 2728796/1 &

Deposit

ALL CT. 2728796/1

DECLARATION

THIS DECLARATION of covenants, conditions and restrictions (hereinafter called the "Declaration") is made and executed pursuant to *The Condominium Act*, Continuing Consolidation of the Statutes of Manitoba, Chapter C170, or any successor legislation thereto (hereinafter referred to as the "Act"), at the City of Winnipeg, in the Province of Manitoba, the 15th day of December, 2016, by Glasshouse Lofts Inc., a corporation having its registered office in the City of Winnipeg, in the Province of Manitoba (hereinafter called the "Declarant").

WHEREAS:

1. The Declarant is the registered owner of the land hereinafter legally described as follows:

Lot 2, Plan 55794 WLTO, in RL 1 Parish of St. John

2885143/1
part of 2728796/1 (the "Land").

2. The Declarant intends that the land, and the interests appurtenant thereto described in the Plan (as defined below), or subsequently added to the common elements, and all buildings and improvements constructed thereon shall be governed by the Act;

3. The Declarant is desirous of establishing for its own benefit and for the mutual benefit of all future owners or occupants of the property or any part thereof; certain easements and rights in, over and upon the property, and certain mutually beneficial restrictions and obligations with respect to the property and the use, conduct and maintenance thereof;

4. The Declarant desires and intends that the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in the property shall at all times enjoy the benefits of and shall hold their interest together with and subject to the rights, easements, privileges and restrictions hereinafter set forth, and as provided by the Act, By-Laws and the rules hereinafter referred to, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of the property and are established for the purpose of enhancing and protecting the value, desirability and attractiveness thereof;

5. The consents of all persons having registered encumbrances against the Land are annexed as Schedule "A" hereto;

6. The property to which this Declaration relates does not, at the date hereof, and will not at the date of registration of this Declaration in the Winnipeg Land Titles Office, contain rented residential premises that are occupied by tenants. At the date hereof, and at the date of registration of this Declaration in the Winnipeg Land Titles Office, some or all of the Units may be occupied by persons who have purchased Units from the Declarant on a relationship defined in the Act as "interim occupancy";

7. The Declarant intends that the registration of this Declaration and a Plan will create a Corporation as defined in the Act comprised of Common Elements and one hundred and ninety-five (195) Units, one hundred and ninety-six (194) of which will be Residential Units and one (1) will be a Commercial Unit;

8. A description of the common elements to be created upon registration, their proposed uses and any restrictions or qualifications that will apply to them is attached as Schedule "B" to this Declaration;

9. This Declaration is not for a phased development and will consist of one (1) 21-storey building comprised of one hundred and ninety-five (195) Units, one hundred and ninety-four (194) of which will be Residential Units and one (1) will be a Commercial Unit, to be constructed as shown in the Plan which has been prepared in accordance with the provisions of the Act and is submitted for registration contemporaneously herewith. The particulars of the Building is as described on Schedule "B" attached hereto; and

10. The Declarant does not intend to retain ownership of a Unit.

PART I
INTRODUCTORY

1.01

Definitions

The following terms used herein have the meanings set out below, unless the context otherwise requires:

- (a) "Act" means *The Condominium Act, Continuing Consolidation of the Statutes of Manitoba, Chapter C170* or any successor legislation thereto;
- (b) "Board of Directors" or "Board" means the Board of Directors of the Corporation;
- (c) "Building" means the Condominium Building;
- (d) "Character of the Project" means the character of a contemporary design, mixed use but primarily residential condominium development;
- (e) "Commercial Unit" means the ground level Unit that is designated for use for commercial purposes by the Declarant and is not considered to be a Residential Unit;
- (f) "Common Elements" shall have the meaning given to it by the Act and shall include that part of the Walkway on the Land;
- (g) "Compliant Commercial Use" means a use that:
 - (i) is permitted by City of Winnipeg Zoning By-laws;
 - (ii) is consistent with the Character of the Project; and
 - (iii) does not cause an unreasonable interference to the use and enjoyment of the other Units or of the Common Elements.
- (h) "Condominium Building" means that building on the Lands;
- (i) "Condominium Parkade" means that portion of the Parkade that is leased or owned by the Corporation on behalf of the Owners which interest (leasehold or freehold) forms a common asset of the Corporation;
- (j) "Corporation" or "Condominium Corporation" shall mean the corporation formed pursuant to the Act by the filing of this Declaration and the Plan in the Winnipeg Land Titles Office;
- (k) "Declarant" means Glasshouse Lofts Inc. and any successor-in-title who acquires all of the Property owned by Glasshouse Lofts Inc.;
- (l) "Land" shall have the meaning ascribed to it in Recital 1 of the preamble hereof;
- (m) "Office/Hotel Building" means the building housing office space and a hotel located at the corner of Portage Avenue and Donald Street in Winnipeg, Manitoba;
- (n) "Owner" means the registered Owner or Owners, and each of them, of a Unit;

- (o) "Parkade" means the parkade located at the corner of Hargrave Street and Ellice Avenue, Winnipeg, Manitoba, consisting of the Condominium Parkade and the Public Parkade;
- (p) "Parkade Lease" means the lease between the Corporation and the owner of the Parkade or the Condominium Parkade and forms a common asset of the Corporation;
- (q) "Public Parkade" means that part of the Parkade that is not part of the Condominium Parkade;
- (r) "Plan" means the plan which will be prepared in accordance with the Act, and is to be registered with this Declaration by the Declarant in the Winnipeg Land Titles Office, and any amendments thereto;
- (s) "Property" or "Project" means the Land and interests appurtenant thereto as described in the Plan, or subsequently added to the Common elements, and all buildings and improvements constructed thereon;
- (t) "Reserve Fund" means the reserve fund established under Part XII of the Declaration;
- (u) "Residential Units" means the Units located in the Building that are not considered to be the Commercial Unit;
- (v) "Standard Unit Description" means the specifications of what constitutes a standard unit applicable to any class of Unit for the purpose of determining the responsibility for repairing improvements, damages and for insuring improvements as described in Schedule "D" to this Declaration;
- (w) "Termination" shall mean withdrawal of the Property from the Act and shall include withdrawal as a result of damage;
- (x) "Unit" shall have the meaning assigned to it by Clause 2.01 hereof;
- (y) "Unit Owner" or "Owner" means the Owner of a Unit;
- (z) "Walkway" means that above ground pedestrian walkway that connects the Building with the Parkade and the bridge to the property adjacent to the Project to the west, which at the date of this Declaration is an Office/Hotel Building.

Other terms used herein shall have ascribed to them the definitions contained in the Act, as amended from time to time.

1.02 Submission of Property to the Act

The recitals herein are true, and the Property is hereby submitted to the provisions of the Act, and by virtue of the Act, the terms of this Declaration, the Plan, the By-Laws and the common element rules are imposed upon the Property for the benefit of all of the Units and all persons interested therein from time to time.

1.03 Particulars of Units

The Units, without any reference to any improvements therein, and the boundaries of each Unit shall be as shown in the Plan which has been prepared in accordance with the provisions of the Act and is submitted for registration contemporaneously herewith and the proportions expressed in the percentages allocated to each Unit in which the Owners are to have voting rights in the Corporation, to share in the common elements and common assets, to receive credit for interest earnings from the investment of monies in the reserve fund, to receive credit for interest received from Owners upon late payment of contributions to the reserve fund or the common expenses, to contribute to the common expenses, to contribute to the reserve fund and to have debited with an expenditure out of money in the reserve fund, shall be as follows:

- (a) the percentage allocated to each of Units 1 to 113, inclusive, 115 to 142, inclusive, 144 to 155, inclusive, 157 to 162, inclusive, and 164 to 194, inclusive; for voting rights in the Corporation shall be 0.5%, and the percentage allocated to Units 114, 143, 156, 163, and 195 for voting rights in the Corporation shall be 1.0% ; and
- (b) the percentage allocated to each of the 195 Units for contribution to common expenses and the reserve fund and for the proportion of common elements, credit for interest earnings from the investment of money in the reserve fund, credit for interest received from Owners upon late payment of contributions to the reserve fund, and debit of an expenditure out of money in the reserve fund, shall be as set out on Schedule "C" hereto.

1.04 Name of Property

The name of the Property shall be "Glasshouse Lofts Condominium".

1.05 Intentions

All of the Property is held, and shall be held, conveyed, mortgaged, encumbered, leased, occupied and improved subject to and together with the following covenants, conditions, restrictive uses, limitations and obligations, all of which are declared to be in furtherance of a plan for the improvement of the total property and all parts thereof, and the subdivision thereof, and to enure to the benefit of and to be binding upon the Declarant, its successors and assigns, and any persons acquiring or owning an interest in the Property, their grantees, successors, heirs, executors, administrators and assigns.

1.06 First Meeting

(a) As soon as practicable after the registration of this Declaration, the Unit Owners may, on three (3) days' notice, or in the event that all Owners can be present, then without notice, hold their first meeting for the purposes of electing a Board of Directors which Board of Directors shall consist of a minimum of three (3) persons and a maximum of five (5) persons. The Board of Directors so elected may, without notice, hold its first meeting providing a quorum of Directors is present.

(b) So long as the Declarant is the registered owner of one hundred (100%) per cent of the common elements, the written approval of the Declarant may be substituted for actions otherwise requiring the approval of a duly constituted meeting of Owners.

1.07 First Annual General Meeting of Owners

The Declarant must hold the first general annual meeting of Owners within six (6) months after the date on which 50% plus one of the units have been conveyed to purchasers.

1.08 Mandatory Replacement of the Board of Directors

As required by the Act, a new Board for the Corporation shall be elected within six (6) months after the Declarant ceases to be the Owner of a majority of the Units, provided however that any person who was a member of the Board prior to such election and any person being or being in any way connected with or related to or engaged by the Declarant shall not, by reason of such prior membership or by reason of such connection with, relation to, or engagement by the Declarant, be disqualified to be nominated for and to be elected at such election as a director.

PART II
UNITS

2.01 Meaning of "Unit"

Wherever in any agreement of sale or other agreement respecting a Unit, or in this Declaration, the By-Laws, the common element rules, or any mortgage or conveyance of a Unit, the term "Unit" is used, it shall include for all purposes the interest in the common elements appurtenant to such Unit and all improvements constructed upon the Unit unless a contrary intention is specifically stated.

2.02

Boundaries of Units

The boundaries of the Units are as shown on the Plan. The limits of each Unit are as follows:

- (a) Each Unit is bounded vertically by:
 - (i) The upper surface and plane of the concrete floor slab and its production.
 - (ii) The lower surface and plane of the concrete floor slab and its production.
- (b) Each Unit is bounded horizontally by:
 - (i) The backside surface and plane of the drywall sheathing and its production on walls separating one Unit from another Unit or from the Common Elements.
 - (ii) The unit side surfaces of exterior doors, door frames, windows and window frames, said doors and windows being in a closed position and the unit side surfaces of all glass panels contained therein.
 - (iii) In the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surfaces and planes of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

2.03

Occupation and Use

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

- (a) Each Residential Unit shall be occupied and used in accordance with the applicable zoning by-laws pertaining to the Property and for no other purpose whatsoever. The number of individuals who may occupy the Residential Unit shall be the same as the number permitted by the local municipal by-laws from time to time. Notwithstanding the foregoing, a Unit may not be used as an office or a business where customers, employees, agents, suppliers, invitees, or guests are attending at the unit outside of normal business hours for a downtown office, or where there is an unreasonable amount of comings from or goings to the Unit by individuals at any time. For clarity and as an example, two or more individuals per hour who do not reside or work in the Unit, on average, during a normal business day would be considered excessive comings and goings. The foregoing shall not prevent the Declarant from completing the Condominium Parkade and the Condominium Building and all improvements to the Property, maintaining Units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs for marketing/sales/leasing purposes upon the Common Elements, and within or outside any Unit to which the Declarant still holds title, until all Units in the Corporation have been conveyed by the Declarant, or its related companies;
- (b) The Commercial Unit shall be occupied and used only for a Compliant Commercial Use. For greater certainty and without limitation, the use of the Commercial Unit as a restaurant and/or bar is permitted as long as such use remains a Compliant Commercial Use;
- (c) PROVIDED however that the foregoing shall not prevent the Declarant from maintaining Units and improvements thereon and therein as models for display and sale purposes and as sales and administrative offices, and otherwise maintaining displays and signs until all Units have been sold by the Declarant;
- (d) No sign, advertisement or notice of any type shall be inscribed, painted, affixed, or displayed on any part of the inside or outside of any Residential Unit except for signs marketing the Property or the Corporation or Units contained therein by the Declarant and/or its related companies;

- (e) No sign, advertisement or notice of any type shall be inscribed, painted, affixed, or displayed on any part of the inside or outside of the Commercial Unit except for signs that: (i) comply with all applicable City of Winnipeg By-laws; (ii) are consistent with the Character of the Project; (iii) are not affixed to any glass. The occupant of the Commercial Unit shall be entitled to affix a sign that complies with the foregoing requirements to the exterior canopy adjacent to the Commercial Unit even though that is part of the Common Elements. Such signage may be lit; however backlit box signage is not permitted. The Owner of the Commercial Unit shall be responsible for the maintenance and repair of the sign and those parts of the Common Elements that the sign is attached to. The Owner of the Commercial Unit shall remove the sign if the Commercial Unit is vacated, and shall indemnify the Corporation for any and all damage, costs, liabilities, or expenses suffered by the Corporation including any damage done to any other Unit or to the Common Elements.
- (f) No Unit shall be occupied or used by an Owner or anyone else, in such a manner as is likely to damage or injure any person or property (including any other Units or any portion of the Common Elements) or in a manner that will impair the structural integrity, either patently or latently, of the Units and/or Common Elements, or in a manner that will unreasonably interfere with the use or enjoyment by the other owners of the Common Elements or their respective Units, or that may result in the cancellation or threat of cancellation of any insurance policy referred to in this Declaration, or that may increase any insurance premiums with respect thereto, or in such a manner as to lead to a breach by an Owner or by the Corporation of any provisions of this Declaration, By-laws, and/or any agreement authorized by By-law. If the use made by an Owner of a Unit, other than the Declarant (except as is contemplated in this Declaration or in the By-laws, or any agreement authorized by By-law) causes injury to any person or causes latent or patent damage to any Unit or to any part of the Common Elements, or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being cancelled, then such Owner shall be personally liable to pay and/or fully reimburse the Corporation for all costs incurred in the rectification of the aforesaid damages, and for such increased portion of the insurance premiums so payable by the Corporation (as a result of such Owner's use) and such Owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such Owners' breach of the foregoing provision of this subparagraph and such Owner shall pay with his or her next monthly contribution towards the Common Expenses after receipt of a notice from the Corporation, all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards Common Expenses and recoverable as such;
- (g) No change shall be made in the colour of any exterior glass, window, door or screen of any Unit except with the prior written consent of the Board. Each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls, including awning and/or storm shutters, doors or windows of the Condominium Building, nor shall an Owner grow any type of plant, shrubbery, flower, vine or grass outside his or her Unit, except with the prior written consent of the Board, and further, when approved, subject to the Rules. All shades or other window coverings shall be lined in white or off-white to present a uniform appearance to the exterior of the Condominium Building. No clothesline or similar device shall be allowed on any portion of the Property, nor shall clothes or other laundry be hung anywhere on the Property. Only seasonal furniture is allowed on exclusive use balcony, terrace, or patio areas. All such items shall be safely secured in order to prevent such items from being blown off the exclusive use balcony, terrace, or patio areas by high winds. Exclusive use balconies and terraces shall not be used for the storage of any goods or materials;
- (h) In the event the Board determines, in its sole discretion, acting reasonably, that any noise, odour or offensive action is being transmitted to another Unit and that such noise, odour or offensive action constitutes an unreasonable interference in the use and enjoyment of the Units or Common Elements (regardless of whether that Unit is adjacent to or wherever situated in relation to the offending Unit), then the Owner of such Unit shall at his or her own expense take such steps as shall be necessary to abate such noise, odour or offensive action to the satisfaction of the Board. In the event the Owner of such Unit fails to abate the noise, odour or offensive action, the Board shall take such steps as shall be necessary to abate the noise, odour or offensive action and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, odour or offensive action, which expenses are to include reasonable solicitor's fees on a solicitor and his or her own client basis;
- (i) No exterior aerial, antenna or satellite dish shall be placed on the Property, including Units and Common Elements. Notwithstanding the foregoing, the Corporation shall be permitted to place one or more satellite dishes or antenna on the roof of the Condominium Building or Condominium Parkade if required to provide communication and/or television service to the Units and Common Elements of the Corporation on a bulk basis, or as commercial rental to a third party;
- (j) No Unit shall be occupied or be used by anyone in such a manner as to interfere with the reasonable use, occupation and quiet enjoyment of any other Unit or of the common elements except that the Commercial Unit shall be operated in the same manner as would a prudent and reasonable Owner keeping in mind the

Character of the Project. Notwithstanding the foregoing sentence, no activity shall be permitted or maintained in any Unit, which causes or produces any noise that constitutes an unreasonable interference in the use and enjoyment of the Units or Common elements because of its volume, duration, frequency or shrillness, discernible outside and affecting other Units or the Common Elements of the Project;

- (k) The Owner of each Unit shall comply and shall require all residents and visitors to his Unit to comply with the Act, this Declaration, the Parkade Lease, and the By-Laws and the rules and regulations passed pursuant thereto;
- (l) No Owner shall make or permit any smoke to enter another unit; and
- (m) No Owner shall use (or allow to be used) his or her Unit or deal with his or her Unit in a manner which is contrary to the terms of any restrictive covenant or caveat registered against title to his or her Unit.
- (n)
 - (i) For the purpose of this subparagraph 2.03(n), "Vertical/Horizontal Party Wall" means a vertical or horizontal wall constructed along the boundary between two (2) Residential Units shown in the Description as a vertical plane. Notwithstanding section 3.07 of this Declaration, where, and to the extent that concrete, concrete block or masonry portions of walls/floors/ceilings or columns located within the Residential Unit are not load-bearing walls or columns, and contain no service conduits that service any other Unit or the Common Elements, an Owner may, with prior written consent of the Board which may attach any reasonable condition to its consent, including obtaining the approval of the insurer of the Property and the Owner's written agreement to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims, and/or liabilities which the Corporation may suffer or incur as a result of or in connection with such work:
 - A. erect, remove or alter any internal walls or partitions within his or her Residential Unit; or
 - B. where he/she is the Owner of two (2) or more adjoining Residential Units, erect, remove or alter along all or part of those portions of the vertical or horizontal boundaries of each of such adjoining Residential Units shown in the Description as a line or plane, any Vertical/Horizontal Party Wall between his or her Residential Unit and such adjoining Residential Unit, or any soundproofing or insulating material on his or her Residential Unit side of such Vertical/Horizontal Party Wall.
 - (ii) Prior to performing any work which an Owner is entitled to perform pursuant to this subparagraph 2.03 (n), the Owner shall lodge with the Board the drawings and specifications detailing the location, materials and method of construction and installation of such work, together with a certificate addressed to the Corporation from a duly qualified architect and/or structural engineer certifying that if the work is carried out in accordance with the drawings and data so lodged with the Board, the structural integrity of the Common Elements will not be impaired and such work will not interfere with or impair any structure where there is functioning or operating machinery and equipment which is part of the Common Elements.
 - (iii) All work performed under subparagraph 2.03(n)(i) above will be carried out in accordance with:
 - A. the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances;
 - B. the provisions of the By-Laws of the Corporation and the conditions, if any, of approval by the Board; and
 - C. the drawings, specifications and data lodged with the Board.

- (iv) Forthwith following the completion of any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall deliver a further certificate from the said architect and/or engineer, or such other architect and/or engineer as may be acceptable to the Board, certifying that the work has in fact been completed in accordance with the drawings and data previously lodged with the Board, the structural integrity of the Common Elements has not been impaired, and that such work has not interfered with or impaired any structure or the functioning or operation of any machinery and equipment which is part of the Common Elements; or failing such certifications, specifying in reasonable detail the reasons why such certification cannot be made.
- (v) Notwithstanding the removal of the whole or any portion of any demising or partition wall or floor/ceiling as aforesaid, the adjoining Residential Units thereto shall still constitute two separate Residential Units, as illustrated in the Description and all rights and obligations of the Owner(s) of the said two adjoining Residential Units, whether arising under the Act, the Declaration, the By-Laws or the Rules of the Corporation, shall remain unchanged.

2.04

Requirements for Leasing

(a) Residential Units

- (i) Subject to the proviso hereinafter set forth, no Owner shall lease his Unit unless he causes the tenant to deliver to the Corporation an agreement signed by the tenant to the following effect:

"I, _____, covenant and agree that I, members of my household and my guests from time to time, will, in using the Unit rented by me and the common elements, comply with the Condominium Act, the Declaration and the By-Laws and all rules and regulations of the Condominium Corporation during the term of my tenancy."

- (b) No tenant shall be liable for the payment of common expenses, reserve fund contributions, or other payments that the Owner is required to pay to the Corporation, unless notified by the Corporation that the Owner is in default of payment of common expenses in which case the tenant shall, subject to any lawful requirements to the contrary arising under or by virtue of The Residential Tenancies Act (Manitoba), deduct from the rent payable to the Owner, the Owner's share of the common expenses, reserve fund contributions, or other payments that the Owner is required to pay to the Corporation, and shall pay the same to the Corporation.
- (c) Any Owner leasing his Unit shall not be relieved hereby from any of his or her obligations with respect to the Unit, which shall be joint and several with his or her tenant.
- (d) Any Owner leasing his or her Unit shall, prior to the time of possession by the tenant or tenants thereof (the "Tenant" which term shall include family members or anyone living or working in the Unit and not paying rent if the Unit Owner is not also residing or working in the Unit), be obliged to pay to the Corporation an amount of money (the "Leasing Levy") in such amount, to be held and used by the Corporation for such purposes, and to be so held and used subject to the conditions and terms provided for herein, namely:
 - (i) the amount of the Leasing Levy shall be such amount as is from time to time stipulated in the Corporation's By-laws subject to the provisions of the Act. If the By-laws are silent on the amount of the Leasing Levy then the Leasing Levy shall be the maximum permitted by the Act and its regulations;
 - (ii) the purposes for which the Leasing Levy is to be used shall be:
 - A. for the purpose of financing the costs and expenses which are incurred by the Corporation in repairing any damage or destruction to the Property caused by the Tenant, Tenant's family members or any invitee, customer, or guest of the Tenant; and
 - B. for the purpose of financing the costs and expenses which are incurred by the Corporation in enforcing compliance by the Tenant, the Tenant's family members or any invitee, customer, employee, supplier, or guest of the Tenant, and for the purpose of financing the

costs and expenses which are incurred by the Corporation in enforcing compliance by the Owner of the Unit of his obligations under the Act, this Declaration, the By-laws or any rules and regulations of the Corporation;

C. obligations to enforce or ensure compliance by the persons aforesaid, with the Act, this Declaration, the Corporation's By-laws and any rules and regulations of the Corporation;

(iii) upon termination of the lease or tenancy, the Corporation shall refund the Leasing Levy to the Owner, less any portion thereof used by the Corporation or allocated by the Corporation to be used for the purpose or purposes aforementioned. Provided, however, that if the Unit is to be occupied by another Tenant the Corporation may retain the Leasing Levy and the Owner shall remit any deficiency necessary for the Leasing Levy for the incoming Tenant;

(iv) the Board of Directors of the Corporation shall have sole discretion to determine when to take or retain monies from out of an Owner's Leasing Levy for the purposes aforementioned subject to the provisions of this Declaration and the Act;

(v) when an Owner owes the Corporation a Leasing Levy or some portion thereof in accordance with the foregoing, but such Owner fails to pay the same to the Corporation when it is due, the amount so due shall be and be deemed to be an assessment or additional assessment of common expenses by the Corporation to the Owner with respect to his Unit concerned, and, the same shall be recoverable from such Owner by the Corporation and shall be enforceable against him and by way of lien against such Owner's Unit concerned in the same manner as for and with respect to due but unpaid assessments for other common expenses;

the payment of a Leasing Levy by an Owner to the Corporation shall not relieve the Owner from any of his or her obligations with respect to the Unit, including, without limitation, the Owner's responsibility to reimburse the Corporation for all costs and expenses incurred by the Corporation in repairing or rebuilding any portion of the Property damaged or destroyed by the Owner's Tenant (or others for whom the Tenant is responsible), provided however that the Owner's monetary obligations to the Corporation for such costs and expenses shall be reduced by the amount of the Owner's Leasing Levy which is applied by the Corporation on account of such costs and expenses.

2.05 Commercial Units

(a) Any Owner of the Commercial Unit may lease its Unit on whatever terms the Owner considers appropriate provided that such tenant covenants and agrees with the Corporation to comply with *The Condominium Act* (Manitoba), the Declaration and the By-laws and all rules and regulations of the Corporation and the Board of Directors may require evidence of such covenant to the Corporation to be delivered to the Corporation;

(b) No tenant of the Commercial Unit shall be liable for the payment of Common Expenses associated with their leased Unit 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 payment to the Owner, the Owner's share of the Common Expenses, and shall pay the same to the Corporation;

(c) Any Owner leasing the Commercial Unit shall not be relieved thereby from any of his obligations with respect to the Commercial Unit, which obligations shall be joint and several with its tenant;

2.06 Maintenance

(a) By the Corporation:

(i) The Corporation shall maintain (in addition to the common elements) the following parts of the Units:

A. the complete Project structure, including interior load bearing walls, but excluding, with respect to the interior load bearing walls only, reasonable wear and tear, shifting and cracking due to settlement, shrinkage, expansion and contraction, and excluding interior partitions in private areas of all individual Units;

- B. the complete Project plumbing system, excluding fixtures, pipes, traps and other plumbing components located within and serving individual Units unless the same serve more than one (1) Unit, or the Common Elements. Notwithstanding the foregoing, the Corporation shall maintain the hot water tank in each unit;
- C. The complete heating and air conditioning systems within the Project, but excluding fixtures, equipment, duct work and other heating and air conditioning system components located within and serving individual units unless same serve more than one unit, or a unit and the common elements. Notwithstanding the foregoing, the Corporation shall maintain any heat pumps in any unit;
- D. the complete fire alarm system for the Project;
- E. the complete intercom and security systems for the Project, but excluding components and wiring forming part thereof located within and serving individual units unless the same serve more than one unit, or one unit and the common elements;
- F. the complete Project electrical system, excluding separate meters serving individual Units, if any, and fixtures and wiring located within and serving individual Units unless the same serve more than one (1) Unit, or the Common elements. For purposes of clarity, the Corporation shall not be responsible to maintain and repair the electrical panels and any part of the electrical system in the Unit after the electrical panels;
- G. the kitchen, bathroom or other exhausting system or systems (including duct work) for the Project, excluding exhaust fans, grills and duct work located within and serving individual Units unless the same serve more than one (1) Unit or Common elements. Notwithstanding the foregoing the Corporation shall maintain and repair the dryer vent, regardless of whether or not it serves more than one unit;
- H. the cable (and if applicable, the satellite) television system and wiring therefor, excluding internal wiring and components located within and serving individual Units unless the same serve more than one (1) Unit or Common elements;
- I. the exterior of all units; and
- J. notwithstanding anything else contained in this Declaration or the By-laws the Owner of the Commercial Unit shall be responsible for cleaning and maintaining the exterior of the Unit (regardless if it is part of the Unit or part of the Common Elements), including its doors and windows at the Owner's sole cost;

(b) Maintenance by the Unit Owner

Each Owner shall:

- (i). Maintain and keep in good repair the parts of his Unit not required to be maintained by the Corporation pursuant to Subsection 2.05(a), including without limiting the generality of the foregoing:
 - A. The interior surface of doors which provide the means of ingress and egress from his or her Unit and repair damage to those doors caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees, customers, employee, supplier, agents, or invitees to his or her Unit;
 - B. The interior surface of all windows in Residential Units and interior and exterior surfaces of all windows and window sills contiguous to his or her Unit and which are accessible by the balcony, terrace, or patio, together with the balcony, terrace, or patio itself which has been designated as an exclusive use area in respect of such Unit; and shall be responsible for the costs incurred by the Corporation to repair damage to those windows caused by the

negligence of the Owners, residents, family members, guests, visitors, customers, employee, supplier, agents, tenants, licensees or invitees to the Unit;

- C. All appliances and equipment in Units such as stoves, refrigerators, dishwashers, clothes washers, clothes dryers and all other appliances and fixtures;
 - D. Any kitchen and bathroom exhausting system including ceiling and hood mounted fans and grills serving the unit only; and
 - E. Any heating and air conditioning equipment which serves or benefits his or her individual Unit exclusively (which equipment, whether located wholly or partly within the Unit boundaries), shall be maintained and kept in good order by the Owner, notwithstanding that any such maintenance may be required as a result of reasonable wear and tear. Notwithstanding the foregoing, any heat pump in the unit shall be maintained by the Corporation;
- (ii) Permit the Corporation and its agents, at all reasonable times on notice (except in case of emergency when no notice is required) to enter in or on his Unit for the purpose of:
- A. Maintaining, repairing or replacing pipes, wires, cables and ducts, conduits, plumbing and other facilities for the furnishing of utilities or services in, or to the Unit or capable of being used in connection with the enjoyment of any other Unit;
 - B. Maintaining, repairing or replacing Common Elements; or
 - C. ensuring that the Declaration and By-laws are being observed;
- (iii) Permit the Corporation and its agents, to access the Common elements or any part of his or her unit that the Corporation is required to maintain and repair for the purpose of repairing, maintaining, repairing after damage, replacing, inspecting, or improving the Common elements even if it is necessary to remove, tear down, damage, or alter portions of the Unit, including the interior walls of the Unit (for example, to gain access to the basement walls through any interior drywall or insulation). The responsibility for and cost of making good, replacing, or repairing any such removal, tearing down, damage or alteration, shall be that of the Owner provided the Corporation was not negligent in effecting such removal, tear down, damage or alteration.
- (iv) forthwith carry out all work that may be required pursuant to this Declaration or ordered by any public authority in respect of his Unit;
- (v) permit the Corporation and its agents, at all reasonable times to carry out its maintenance obligations under the Act or this Declaration;
- (vi) pay all rates, taxes, charges and assessments that may be payable in respect of his Unit;
- (vii) pay interest on all accounts in respects of rates, taxes, charges and assessments as permitted by this Declaration;
- (viii) notify the Corporation forthwith of:
- A. any change in ownership or occupation of the Unit;
 - B. any intention to rent the Unit; or

C. any encumbrances registered against the Unit.

(ix) Tightly wrap, tie, deposit and otherwise deal with garbage as directed by the Board, and by the applicable by-laws and regulations of the municipality in which the Project is located;

(x) Comply with all reasonable requests of the Board;

(xi) indemnify and save harmless the Corporation from and against all and every liability, loss, expense, cost, outgoing, claim and demand, whatsoever, directly and indirectly arising out of or as a result of:

A. the failure of the Owner to adhere to, comply with, and strictly observe this Declaration and all by-laws, resolutions, rules and regulations;

B. the failure of the Owner to repair, and maintain his Unit and any improvements or additions thereto or the Common elements in accordance with this Declaration, and all by-laws, resolutions, rules and regulations;

C. all and every breach, default and contravention of this Declaration, and all by-laws, resolutions, common element rules by the Owner.

(c) Owners Obligation to Repair after Damage

Subject to the provisions of the Act and this Declaration, the Corporation shall repair the Common Elements and the Units after damage. Such obligation shall be to exclude damage to any improvements made to the Units by the unit owner or their predecessors on title. If the Act contains a provision allowing for a standard Unit By-law, "improvements" shall be determined by reference to the Act.

PROVIDED HOWEVER that a Unit owner shall pay the cost of repairing damage to his Unit to the extent that such costs are not recoverable under insurance required to be held by the Corporation. Nothing herein shall relieve an Owner described in subparagraph 2.05(c)(i) hereof from liability to compensate the Owner of the damaged Unit described in subparagraph 2.05(c)(i) or from liability and responsibility to repair his own Unit as stipulated in subparagraph 2.05(c)(i).

(i) Notwithstanding the foregoing, any Unit Owner who, by his actions or conduct, causes damage to his Unit, any other Unit, or Common Elements, shall be responsible for the repair of and compensation for such damages, whether or not such action or conduct is negligent or not; PROVIDED HOWEVER that the Corporation shall apply to the repair of and compensation for such damages insurance proceeds payable in connection therewith under any policy or policies of insurance held by the Corporation.

(ii) The Corporation may perform maintenance and make repairs and compensation that an Owner is obliged to perform and make and that he does not perform and make within a reasonable time, and in such event, such an Owner shall be deemed to have consented to having such maintenance performed and such repairs and compensation made by the Corporation, aforesaid, without liability to the Corporation. Furthermore, such Owner shall reimburse the Corporation in full for the cost and amount of such maintenance, repairs and compensation, including any legal or collection expenses incurred by the Corporation in order to collect the costs and amounts expended but the Corporation in respect of such maintenance, repairs or compensation, and all such sums of money shall bear interest at a rate of two per cent (2%) in excess of the per annum interest rate being charged by the Royal Bank of Canada, Winnipeg, Manitoba or such other rate as may be approved by law. The Corporation may collect all such sums of money in such instalments as the Board of Directors may decide upon, and such instalments shall be added to the monthly contributions of such Owner towards the common expenses, after receipt of a notice from the Corporation to that effect. In the case of any sign on the Commercial Unit or Common Elements adjacent thereto the Corporation may remove, at the Owner of the Commercial Unit's expense any sign that is not properly maintained or repaired, or does not comply with this Declaration

Pets

- (a) No animal, livestock, fowl, insect, reptile or pet of any kind shall be kept in any Residential Unit, other than the common household pets owned by a resident of a Unit, as would be normal and acceptable as pets (considering type, size and size of the Residential Unit, among other things) in any development similar to the development in which the Unit is located, as determined and permitted by the Board in its sole and absolute discretion. In no event shall there be more than two pets in any Unit and no more than one dog. Notwithstanding the foregoing, no animal which is deemed by the Board, in its sole and absolute discretion, to be a nuisance shall be kept by any owner in any Unit and no dogs that will be a danger to residents shall be permitted in any Unit or common elements. Such owner shall within the two (2) weeks of receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the Unit and common elements. The Board may, in its discretion, create rules setting a maximum weight for permitted pets provided that no such limit shall apply to any seeing eye dog, guide dog, dog to assist the hearing impaired or dog to assist the physically challenged. No breeding of animals, livestock, fowl, insect, reptile or pet of any kind shall be carried on, in or around any Unit or on the common elements. For the purpose of this Declaration the terms "common household pet" shall mean dog, domestic cat, caged bird or fish, or any other animal that the Board may designate as a common household pet in its sole and absolute discretion, from time to time.
- (b) Any municipal bylaws in effect in the municipality in which the Project is located shall have effect within the Common elements and any Unit. Municipal enforcement officers are hereby authorized to enforce the municipality's By-laws in the common elements and any Unit.
- (c) Any and all permitted pets which may bear a leash will be required to wear one when on the Common elements. No pet shall be kept on or allowed to run at large over any part of the Common Elements. The Owner or occupier shall promptly pick up from the Common elements and all Units, and dispose of in a garbage receptacle, all excrement of his or her pet. No Owner shall feed pigeons, gulls or other birds designated by the Board from the windows, decks, or patios of his Unit without the written approval of the Board.

PART III
COMMON ELEMENTS

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 of a Residential Unit shall have the right to the use and enjoyment of the Common Elements in common with all other Owners of Residential Units except as hereinafter stated, and such rights shall extend to the Owner and members of the immediate family and guests and other authorized occupants and visitors of the Owner. Notwithstanding the foregoing, with respect to the use of those areas of the common elements intended for recreational or social use, such right shall not extend to customers, suppliers, employees, or invitees of unit owners who primarily utilize their Residential Units as offices, or the customers, suppliers, employees, or invitees of tenants who primarily utilize the Residential Unit they are leasing as offices. The Owner of the Commercial Unit and all authorized occupants or visitors of the Commercial Unit shall not be entitled to use those parts of the Common Elements designed to solely serve the residential component of the Project, including all areas on the interior of the Building that does not form part of the Commercial Unit.

Exclusive Common Elements

Subject to the provision of the Act, this Declaration, the By-laws and the rules and regulations passed pursuant thereto the Owner of each Unit shall have the exclusive use of the:

- (a) the balcony, terrace, or patio which is immediately adjacent to his or her unit and shown as exclusive use common elements (E Units) on the Plan, all railings therefor, and the doors onto such balcony, terrace, or patio;
- (b) such parking spaces designated in accordance with paragraph 3.03 of this Declaration.
- (c) such storage locker(s) designated in accordance with paragraph 3.04 of this Declaration.

- (d) One mail box in the central area for the use of receiving mail as may be designated by the Declarant;

3.03 Parking Spaces

The following rights, restrictions, and conditions apply to parking spaces:

- (a) So long as the Declarant owns any unit in the Property the Declarant shall have the sole ability to designate parking spaces until such time as all units have been sold or there remains no undesignated parking spaces, and shall be entitled to be paid such price as it may establish from time to time for such designation.
- (b) Once the Declarant no longer owns a unit in the Property and is unavailable or unwilling to designate parking spaces as aforesaid, but one or more parking spaces remain undesignated then the Corporation shall thereupon and thereafter have the sole and exclusive right to designate the same on terms it shall determine from time to time;
- (c) The Corporation may charge a monthly fee for the use of such parking space(s) for all costs associated with the Parkade Lease, and the maintenance and repair, snow clearing and electrical costs associated with such parking space. All such rent shall be deemed to be additional contributions to the common expenses and may be recoverable as such;
- (d) a parking space designated for the exclusive use of a unit may be re-designated to another unit by the Board from time to time provided the owners of the two units consent to such re-designation in writing. Unit owners shall be entitled to lease parking spaces to other owners upon such terms and conditions as such owners shall agree upon, provided, however, that notification of such leasing arrangements shall be, forthwith following the making thereof, communicated in writing, to the Corporation and provided that such leasing arrangement will automatically terminate on the transfer of one of the owners units, whether voluntary or not. All leases of parking spaces shall be subject to the Parkade Lease.

3.04 Storage Lockers

The following rights, restrictions, and conditions apply to storage lockers:

- (a) So long as the Declarant owns any unit in the Property the Declarant shall have the sole ability to designate storage lockers until such time as all units have been sold or there remains no undesignated storage lockers, and shall be entitled to be paid such price as it may establish from time to time for such designation.
- (b) Once the Declarant no longer owns a unit in the Property and is unavailable or unwilling to designate storage lockers as aforesaid, but one or more storage lockers remain undesignated then the Corporation shall thereupon and thereafter have the sole and exclusive right to designate the same on terms it shall determine from time to time;
- (c) The Corporation may charge a monthly fee for the use of such storage locker(s) for the maintenance and repair, associated with such storage locker. All such rent shall be deemed to be additional contributions to the common elements and may be recoverable as such;
- (d) a storage locker designated for the exclusive use of an unit may be re-designated to another unit by the Board from time to time provided the owners of the two units consent to such re-designation in writing. Unit owners shall be entitled to lease storage lockers to other owners upon such terms and conditions as such owners shall agree upon, provided, however, that notification of such leasing arrangements shall be, forthwith following the making thereof, be communicated in writing to the Corporation and provided that such leasing arrangement will automatically terminate on the transfer of one of the owners units, whether voluntary or not.

3.05 Restrictive Access

Without the consent in writing of the Board of Directors no Owner shall have any right of access to those parts of the Common elements used from time to time for any utility areas, delivery of utilities, maintenance, storage areas, operating

machinery or other parts of the common elements used for the care, maintenance or operation of the Property, including but not limited to common lighting and any room used to store the Corporation's equipment.

3.06 Maintenance and Repair of Common elements

The Corporation shall maintain and repair the Common elements, except that each Unit Owner shall maintain and repair:

- (a) fixtures or equipment and wiring connecting same to the Unit, the operation of which is controlled by the Owner, including any air conditioner, and all external lighting (including providing light bulbs);
- (b) all doors providing ingress to and egress from his or her Unit, and their casements, including all doors opening onto a balcony, terrace, or patio adjacent to his or her unit; and
- (c) all windows, and their casements, located in the exterior walls that form the physical boundary of the Unit. However, the Corporation shall be responsible for the clearing of all windows that are not onto a balcony, terrace, or patio;
- (d) any storage locker to which the unit owner is entitled to the exclusive use of;
- (e) the balcony, terrace or patio, and its railings, immediately adjacent to his or her unit (excepting structural repair to such balcony, terrace, or patio and railing which, subject to the terms of this Declaration, shall be done by the Corporation).

3.07 Substantial Changes

- (a) No substantial addition, alteration or improvement to or renovation of the common elements or substantial change in the assets of the Corporation shall be made unless first approved by a vote of the Owners who own at least eighty (80%) per cent of the common elements. Notwithstanding the provisions of Paragraph 11.01 of this Declaration, a meeting shall be held to discuss any substantial addition, alteration or improvement to or renovation of the common elements or substantial change in the assets of the Corporation prior to any vote taken, which vote may then be taken at the meeting, or in writing as contemplated by Paragraph 11.01, or by a combination thereof.
- (b) The Corporation may, by a vote of the Owners required by the Act at a meeting called in accordance with the Act and the By-laws, make any other addition, alteration or improvement to or renovation of the Common elements, or may make any other change in the assets of the Corporation.
- (c) For the purposes of this Paragraph 3.06, the Board shall decide whether any addition, alteration or improvement to or renovation of the Common elements, or any change in the assets of the Corporation, is substantial, having regard to the definition of "substantial change" set out within s.172(2) of the Act.

3.08 Changes Required by Municipality or Government

Where a substantial change in the Common elements or a substantial addition to the assets of the Corporation is required by the City of Winnipeg or any other governmental authority to be done within fifteen (15) days or less, the Corporation shall comply without a meeting or a vote. When a Municipal or Governmental authority requires a substantial change in the Common elements or a substantial addition to the assets of the Corporation within any other specified time, the Corporation shall make such changes in the procedure as may be reasonably necessary to comply with the specified time allowed, and the proceedings shall in all respects be as binding as if all necessary formalities has been complied with.

PART IV
COMMON EXPENSES AND RESERVE FUND

4.01

Specification of Common Expenses

Common expenses shall be as defined in the Act, and shall include

- (a) all sums of money levied against or charged to the Corporation on account of any and all services or other obligations of the Corporation pursuant to this Declaration, the By-laws, or the Act, and all utilities and services for the common elements or for all of the Units, including without limiting the generality of the foregoing, levies or charges for:
 - water and refuse disposal;
 - maintenance materials, tools and supplies;
 - snow and ice removal and grass cutting (if necessary) on the common elements;
 - such reasonable estimation of the cost of water supply to the common elements (to be reimbursed to the Owner whose Unit supplied such water);
 - maintenance on the Units required of the Corporation pursuant to this Declaration;
 - all office equipment and stationery normally required for the efficient conduct of the Corporation's affairs;
- (b) the payment of realty taxes (including local improvement charges) levied against the Property, until such time as taxes are levied against each Unit;
- (c) all costs payable by the Corporation to comply with its obligations to maintain the common elements and parts of the Units pursuant to any legislation, regulation, this Declaration, or the By-laws;
- (d) payment of any remuneration payable pursuant to any management contract which may be entered into between the Corporation and a Property Manager;
- (e) insurance premiums for insurance coverage maintained by the Corporation;
- (f) the cost of materials, furnishings and equipment for use in and about the common elements, including the repair, maintenance or replacement thereof;
- (g) the cost of appraisals made pursuant to this Declaration;
- (h) the cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation providing that each borrowing in excess of \$1000.00 must be approved by the Unit Owners at meetings duly called for the purpose of obtaining such approval. For purposes of clarity, multiple borrowings for the same purpose shall be considered one borrowing;
- (i) the cost of all legal, accounting and auditing services provided to the Corporation;
- (j) all further items of expense or replacement reserves which may from time to time be determined by the Directors of the Corporation to form part of the common expenses, such determination of the Directors to be final and binding upon all Owners;

- (k) 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, the Declaration and By-laws of the Corporation or other law or by agreement;
- (l) All sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including without limiting the generality of the foregoing, levies or charges payable on account of:
 - (i) Insurance premiums;
 - (ii) water and sewage respecting common elements and units, unless separately metered or check-metered;
 - (iii) waste disposal and garbage collection for Residential Units, unless provided by the municipality;
 - (iv) maintenance materials, tools and supplies;
 - (v) snow removal and landscaping as budgeted by the Condominium; and
 - (vi) fuel, including gas, oil and hydro-electricity unless separately metered or check-metered to a Unit;
- (m) 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;
- (n) All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance, replacement or leasing of personal property for the use and enjoyment in or about the common elements;
- (o) All sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or pertained 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;
- (p) The cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof;
- (q) The cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation;
- (r) The fees and disbursements of the Insurance Trustee, if any, and of obtaining insurance appraisals;
- (s) all sums required to be paid to the reserve or contingency fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation; and
- (t) all realty taxes and common expenses for any Units owned by the Corporation.

4.02

Unit Taxes Not Included in Common Expenses

Subject to the provisions of Clause 4.01(b) hereof, taxes on each Unit do not form part of the common expenses, and are the responsibility of the individual Unit Owner. All business taxes, charges, or levies of any nature or sent from a governmental authority as a result of the ownership or operation of a business in a Unit, including the Commercial Unit, are the responsibility of the applicable Owner.

4.03 Payment of Common Expenses

Each Owner shall contribute to the common expenses in the percentage set forth in Clause 1.03(b) hereof. Each Owner's share of the common expenses as herein provided shall be paid to the Corporation in accordance with the provisions of the By-Laws of the Corporation.

Notwithstanding the foregoing if any Units remain unsold and owned by the Declarant from time to time and remain unoccupied, or occupied only as a display home or sales office, the Declarant shall be obliged to pay in connection with such Units only their actual operating expenses, which shall exclude, with limiting the generality of the foregoing, capital expenditures, and prepaid items to the extent attributable to any subsequent period and not a full share of common expenses. The Declarant shall not be required to pay contribution towards the reserve fund with respect to any Unit unsold and owned by the Declarant which remains unoccupied or occupied only as a display home or sales office.

4.04 Priority

Should the Corporation file a lien for unpaid common expenses, it shall have the priority appointed to it by the Act.

4.05 Establishment of Reserve Fund

The Corporation shall establish and maintain one or more reserve funds in accordance with the Act.

4.06 Payment of Contributions to Reserve Fund

Each Owner shall contribute proportionately to the reserve fund of the Corporation in the percentage set forth in Clause 1.03(b) hereof. Each Owner's share of the reserve fund shall be paid to the Corporation in accordance with the By-Laws of the Corporation.

4.07 Allocation of Reserve Fund Interest and Reserve Fund Expenditures

The reserve fund account kept for each Unit shall be:

- (a) credited with a proportion of the interest earnings resulting from the investment of money in the reserve fund or received from Owners upon the late payment of contributions to the reserve fund;
- (b) debited with a proportion of any expenditure out of the money in the reserve fund; and
- (c) in the percentages set forth in Sub-Clause 1.03(b) hereof.

4.08 Repair After Damage

In the event that:

- (a) the Corporation is obligated to repair any part of the common elements, the Corporation shall hold all proceeds and shall disburse same in order to satisfy the obligation of the Corporation to make such repairs;
- (b) there is no obligation by the Corporation to repair the common elements and there is Termination in accordance with the provisions of the Act, or otherwise, the Corporation shall hold all proceeds for the Owners in the same proportions as their respective interest in the common elements and shall, subject to the provisions of Clause 5.02(e) hereof, pay such proceeds to the Owners in such proportions upon registration of a notice of termination by the Corporation;

- (c) the Board determines that there has not been substantial damage in accordance with the provisions of the Act, the Corporation shall proceed to repair the common elements;
- (d) the Board determines that there has been substantial damage in accordance with the provisions of the Act, the Corporation shall immediately give written notice thereof by registered mail to all mortgagees who have notified the Corporation of their interest in the Property according to the provisions of Article 11.09 hereof;
- (e) notwithstanding anything to the contrary herein contained, any proceeds payable by the Corporation to an Owner, in accordance with the provisions of Sub-Clause (b) of this Article, shall be subject to payment firstly, in favour of any first mortgagee, who has a mortgage registered against the Unit of such Owner, of all monies required to fully pay and discharge such mortgage, secondly, in favour of the Corporation in satisfaction of the amount due under any liens registered by the Corporation against such Unit, and thereafter to any other mortgagee or mortgagees who have a mortgage or mortgages registered against the Unit of such Owner, of all monies required to fully pay and discharge such other mortgage or mortgages, and if more than one, in order of their entitlement to such proceeds, as provided by law.

PART V INSURANCE

5.01

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 fire with extended coverage and such other perils as the Board may from time to time deem advisable, insuring:
 - (i) the Property, excluding improvements made or acquired by an Owner;
 - (ii) personal property owned by the Corporation in an amount equal to the full replacement cost of the personal property and such personal property, without deduction for depreciation, which policy may be subject to a loss deductible clause.
- (b) Insurance against damage by fire with extended coverage and such other perils as the Board of Directors may from time to time deem advisable, insuring the units, but excluding any improvements made by the owners thereof, in an amount equal to the full insurable 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 shall, if obtainable, contain the following provisions:
 - (i) waivers of subrogation against the Corporation, its manager, agents, employees and servants, and owners and any members of their household, their guests and the occupants of a unit, except for arson and fraud;
 - (ii) 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 including any mortgagee recorded in the policy or policies, and the Insurance Trustee who has given notice to the insured;
 - (iii) a provision waiving any defence based on co-insurance or on invalidity arising from the conduct of any insured or any act or omission or breach of a statutory condition of any insured;
 - (iv) all policies of insurance shall provide that the same shall be primary insurance in respect of any other insurance carried by any unit owner;

- (v) a waiver of the insurer's option to repair, rebuild, or replace in the event that after damage the government of the Property by the Act is terminated;
- (vi) a loss deductible clause.
- (c) Public liability and property damage insurance insuring the liability of the Corporation, its agents, caretakers, contractors, property managers, and others for whom the Corporation is legally responsible, and the Owners (in respect of their respective interests in the Common elements) from time to time, in amounts to be determined by the Board of Directors. The coverage afforded by such insurance shall apply to any action brought against any of the insured by any other insured in the same manner as though separate policies were issued to each;
- (d) Directors and officers liability insurance;
- (e) Such policy or policies of insurance shall insure the interests of the Corporation and the Unit Owners from time to time, as their respective interests may appear, with mortgagee endorsements, which shall be subject to the provisions of the Act this Declaration; and shall, if obtainable, contain the following provisions:
 - (i) a loss deductible in such amount as the Corporation may arrange;
 - (ii) waivers of subrogation against the Corporation, its manager, agents, employees and servants, and Unit Owners and any members of their household, their guests and the occupants of a Unit, except for arson and fraud;
 - (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 including any mortgagee recorded in the policy or policies;
 - (iv) a provision waiving any defence based on co-insurance or of invalidity arising from the conduct of any act or omission or breach of a statutory condition of any insured;
 - (v) all policies of insurance shall provide that the same shall be primary insurance in respect of any other insurance carried by any Unit Owner;
- (f) a waiver of the insurers option to repair, rebuild, or replace in the event that after damage the government of the Property by the Act is terminated

5.02

General Provisions

- (a) At such time as the Board may deem advisable, or when required by the Act, the Board shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the Property, excluding the Units, and/or the personal property owned by the Corporation, for the purpose of determining the amount of insurance to be effected pursuant to Clause 5.01 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 agent 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 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 the application of the insurance proceeds in satisfaction of an obligation to repair. This Sub-Clause (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent, if the mortgage itself contains a provision

giving the mortgagee that right and also to the right of any mortgagee to receive the proceeds of any insurance policy, if the property is not repaired.

- (d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each Owner and a duplicate original or certified copy of the policy to each mortgagee; renewal certificates or certificates of new insurance policies shall be furnished to each Owner and mortgagee not later than ten (10) days before the expiry of any current insurance policies. The master policy for 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 this Declaration.

5.03 By the Owner

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation. Each Owner shall obtain and maintain the following insurance at such Owner's own expense:

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

5.04 Uninsurable Owners

- (a) Proposed Purchaser Uninsurable

The Board may prohibit the sale of any Unit if it is found that the proposed purchaser is uninsurable to the extent set out in Part VI hereof, or would render the Property, or any part thereof, uninsurable to the extent set out in Part V.

- (b) Owner Becoming Uninsurable

If an Owner becomes uninsurable or adversely affects the Property insurability or insurance rates, unless said Owner makes adequate compensation to keep the Project fully insured as herein provided and pays any extra costs in connection therewith, the Corporation shall have the Option for sixty (60) days following a demand made against the said Owner for compensation and extra costs in connection therewith to purchase such Owner's Unit at a price to be agreed upon or arbitrated. It shall so purchase the Unit if Owners owning at least eighty (80%) per cent of the Units vote in favour of the purchase at a meeting called for that purpose. On expiry of the said sixty (60) days following the demand for compensation and extra costs, the said option in favour of the Corporation shall expire.

PART VI
INDEMNIFICATION

6.01 Indemnification

Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, his family or any member thereof; any other resident of his Unit or any guests, customer, employee, supplier, agent, invitee or licensee of such Owner or resident to or with respect to the common elements and/or all other Units, except for any loss, costs, damages, injury a liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation (such exception not to include any deductible payable under an insurance policy which shall be the responsibility of such Owner).

All payments pursuant to this Clause 7.01 are deemed to be additional contributions towards the common expenses and are recoverable as such.

PART VII
DAMAGE

7.01 Repair After Damage

Subject to the provisions of the Act and this Declaration, the Corporation shall repair the Units (excluding improvements as referred to in this Declaration) and the Common Elements after damage.

7.02 Unit Owners to Repair Units After Damage

Subject to the provisions of the Act and this Declaration, the Corporation shall repair each Unit after damage except that the Owners shall be responsible for the repairing of, and all costs incurred in the repairing of additions, improvements or betterments made or acquired by an Owner. The Corporation's obligations to repair shall extend to any improvements in the Unit as determined by reference to and Standard Unit Description for the class of unit to which the Owner's Unit belongs.

7.03 Procedure When Damage Occurs

Board to Determine Extent of Damage

- (a) Where damage to the Units and Common Elements occurs, the Board shall determine within thirty (30) days of the occurrence whether there has been substantial damage within the meaning of the Act ("Substantial Damage").

Damage Less Than 25%

- (b) Where the Board determines under Sub-Clause 7.02(a) hereof that there has not been Substantial Damage, then the Corporation shall repair the common elements, and each Unit excluding any improvements or betterments. Each Unit Owner shall be responsible for any repair of any improvements to his or her respective Unit.

Damage More Than 25%

- (c) (i) Where the Board determines under Sub-Clause 7.02(a) hereof that there has been Substantial Damage, and Owners owning eighty (80%) per cent of the common elements vote for repairs within sixty (60) days of the determination referred to in Sub-Clause 8.02(a) hereof, the Corporation shall repair the common elements. Each Unit Owner shall repair his or her respective Unit after damage including all improvements thereon.

- (ii) Where the Board determines under Sub-Clause 7.02(a) hereof that there has been Substantial Damage, and if the costs of repairing the damage is covered by insurance to the extent of ninety-five (95%) per cent or more, all of the Owners shall and do hereby agree to vote in favour of repair when voting for repair after damage.

Owners Vote Against Repair

- (d) Subject to the provisions of Clause 7.02(c)(ii) hereof, where the Board determines that there has been Substantial Damage, and where, on a vote within the said sixty (60) day period, the Owners owning eighty (80%) per cent of the Units and common elements do not vote for repair, the Corporation shall, within ten (10) days of the vote, register a notice of termination.

Owners Not Voting

- (e) Where there is no vote within the said sixty (60) days, the Corporation shall, within ten (10) days after the expiry of the said sixty (60) day period, register a notice of termination.

7.04 Decisions Regarding Reconstruction

All decisions with regard to reconstruction, adjustment of losses, letting or reconstruction contracts (except the decision whether or not to reconstruct, which shall be made as provided in Clause 7.02 hereof) shall be made by the Corporation. The authority of the Corporation shall include the type of materials to be used, and the timing of and method of reconstruction. However, the decoration and interior finishing of each Unit shall be in the discretion of each Owner; provided, however that any excess in the cost of such interior decorating of a Unit over and above the cost of restoring the Unit to its original condition shall be paid by the Owner.

7.05 Copy of Plans and Specifications

A set of the original plans and specifications of the Land, including plans of any alterations or improvements to the common elements from time to time, shall be maintained in the office of the Corporation from time to time, at all times for the use of the Board, to assist them in rebuilding or repairing any damage to the common elements.

7.06 Contribution to Common Expenses to Abate During Reconstructions

Abatement After Damage

- (a) Subject to Clause 7.05(b) hereof, if a Unit is rendered uninhabitable as a result of damage, the contribution of the respective Owner towards common expenses shall abate until the Unit is restored.

Capital Expenditures Not to Abate

- (b) Sub-Clause (a) hereof shall not apply to expenses that benefit the Project permanently nor to the cost of rebuilding, or facilitating the rebuilding.

PART VIII SALE

8.01 Vote Required

- (a) The complete Property or any part of the common elements may be sold if authorized by a vote of Owners who own at least eighty (80%) per cent of the common elements and by the consent of the persons having registered claims against the Property or the parts of the common elements, as the case may be, created after the registration of this Declaration and the Plan. In voting on a proposed sale, the Owners voting against the sale shall vote first and be recorded.

- (b) If any dissenting Owner intends to have the fair market value of the Property being sold determined pursuant to Section 262 of the Act, he shall so indicate by serving notice to that effect on the Corporation within ten (10) days after the registration of the notice of withdrawal pursuant to Section 263 of the Act and if he does not so do, he shall not be entitled to the benefit of the provisions of Section 265 of the Act.

8.02 Proceeds of Sale of part of Common elements

In the event of sale of part of the common elements, the proceeds shall be credited to the reserves of the Corporation.

PART IX
EXPROPRIATION OF PART OF COMMON ELEMENTS

9.01 Expropriation of Part of Common elements

If no Units are affected by an expropriation and the expropriation includes part of the common elements, the compensation shall be negotiated and finalized by the Corporation, whether or not proceedings are necessary, and the compensation, less such amounts as may be required to reconstruct or repair, shall be distributed among the Owners and mortgagees in proportion to their interest in the common elements, except in the case of exclusive common elements. The compensation for exclusive common elements shall be negotiated and finalized by the Unit Owner whose exclusive common element is taken, and the compensation paid shall belong to such Owner subject to the interest of the mortgagee.

PART X
TERMINATION

10.01 Vote Required

Termination of the government of the Property by the Act may be authorized by a vote of the Owners who own not less than eighty (80%) per cent of the common elements and by the consent of the persons having registered claims against the Property created after the registration of this Declaration and the Plan.

10.02 Management after Termination

If the government of the Property by the Act is terminated, the following rules shall apply:

- (a) Board and Officers to Continue. The Board and the Officers thereof shall continue to have all powers, duties and obligations in connection with the Property that they had prior to Termination.
- (b) Sale to be Made. The Board and the Officers thereof shall endeavour to sell the Property at the earliest possible time for the best possible price and on the best obtainable terms.
- (c) Valuation on Termination.
 - (i) The Board of Directors shall appoint an appraiser to assess the value of the Property. The appraiser shall first assess the value of individual Units by means of a comparative appraisal of each Unit to every other Unit on the Property. The assessment shall be both Land and improvements thereon, and shall take into account the dimensions of the Land and its location on the Property, and the number, size and quality of the buildings and structures which form the improvements thereon. Each Unit shall then be allocated a value by means of this assessment.
 - (ii) The appraiser shall then assess the value of the common elements by taking into account the dimension of the Land and the number, size and quality of the buildings and structures thereon. The common elements shall then be allocated a value by means of this assessment.

(iii) The value of the Property will be the addition of all Unit values and the value of the common elements.

(iv) Each Unit will be allocated a percentage value by means of the following calculation:

Value of Unit

Value of Property x 100

(v) On sale of the Property the amount payable to each Unit Owner will be its percentage (as determined by the above calculation) of the sale proceeds received by the Corporation.

(d) Occupancy of Units. Until sale, each Owner shall continue to occupy his Unit notwithstanding that as a result of termination he no longer owns the specific Unit. He shall pay as rent for the Unit occupied his share of the total expenses of the Property, whether he occupies the Unit or not, so long as the Unit is fit for occupation.

(e) Responsibility for Mortgages. Each Owner shall continue to be responsible for payment of all monies due from time to time under mortgages that were formerly charges against his Unit.

(f) Determination of Share of Expenses. The method of determining the share of expenses of any Owner if some Units are unfit for occupancy shall be as follows:

The percentage share of common expenses of the Unit Owner shall be divided by the total share of common expenses of the Units fit for use, and multiplied by 100, and this shall be the new percentage of common expenses of the Owner.

(g) Election of Officers and Government of Property. If more than one hundred and eighty (180) days elapse before sale, the election of Directors and Officers and all other provisions of the By-Laws relating to the government of the Property shall continue in the same way as if the Property were still governed by the Act.

PART XI
ADMINISTRATION AND GENERAL

11.01 Method of Voting

Whenever the provisions of the Act, this Declaration and the By-Laws or the common element rules require a vote of Owners, unless specifically otherwise specified, each Owner may vote in person at a meeting or by proxy, or by affixing his signature to the resolution on which the vote is to be taken. He may vote in this way either for or against any resolution, and notwithstanding that the provision requiring the vote indicates that the vote is to be taken at a meeting.

11.02 Rights of Entry

(a) The Corporation, or any insurer of the Property or any part thereof their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the common elements over which any Owner has the exclusive use, at all reasonable times and upon giving reasonable notice for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the Property, or carrying out any duty imposed upon the Corporation.

(b) In the case of an emergency, an agent or agents of the Corporation may, without notice, enter a Unit at any time for the purpose of repairing the Unit, common elements or part of the common elements over which any Owner has the exclusive use, and for the purpose of correcting any condition which might result in damage to the Property, or loss to the Property, or if there is fear of any risk to life or health of any person or animal. The Corporation or any one authorized by it may determine whether an emergency exists.

- (c) If an Owner shall not be personally present to grant entry to his Unit, the Corporation, or its agent or agents, may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof; provided that they exercise reasonable care.
- (d) The rights and authority hereby reserved to the Corporation, its agents or any insurer or its agents, do not impose any responsibility of liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-Laws.

11.03 Passing or Amending By-Laws

- (a) Unless otherwise provided herein, By-Laws of the Corporation shall be passed or amended at a meeting of Unit Owners called for that purpose in the manner set out within the Act by an affirmative vote of Owners who own not less than seventy-five (75%) per cent of the voting rights in attendance, in person or by proxy, at such meeting, in accordance with the Act. Notwithstanding the foregoing, any By-Law or amendment of a By-Law that directly affects the use of the Commercial Unit may be passed without the affirmative vote of the Owner of the Commercial Unit.

11.04 Amendment of Condominium Declaration

Except with respect to those provisions in this Declaration which are merely declaratory of provisions in the Act and which therefore may not be amended by the consents of the persons hereinafter referred to, all matters contained in this Declaration (except for the address for service which may be changed by a Resolution of the Corporation or the individual consents needed in accordance with paragraph 11.03) may be amended in accordance with the Act. Notwithstanding the foregoing, but subject to Section 2.03 of this Declaration, any amendment directly affecting the use or permitted use of the Commercial Unit must have the consent of the Owner of the Commercial Unit. Pursuant to Section 2.03 the Owners may restrict the use of the Commercial Unit in accordance with that Section.

11.05 Vested Rights not to be Adversely Affected Without Consent

Notwithstanding the foregoing provisions of this Part XI, no amendment to the Condominium Declaration or the Condominium Plan or either of them shall be binding upon an Owner where the amendment would do or result in any one or more of the following, namely, the physical reduction of the subject matter or matters comprising the Owner's Unit, a decrease in the voting rights attaching to or referable to an Owner's Unit or an increase in an Owner's percentage responsibility or share of responsibility for the payment of Common Expenses referable to his Unit without the Owner first providing his or her written consent to such amendment.

11.06 Quorum for Unit Owners Meetings

Except as otherwise provided in this Declaration, the By-laws, or the Act, no business shall be transacted at any annual or special meeting of the Unit Owners unless a quorum of persons entitled to vote for a minimum of fifty (50%) percent or more of the units are present at the time when the meeting proceeds to business.

11.07 Resolution on Conflict of Provisions

In the event of a conflict between the provisions of the Act and those of the Declaration, the By-Laws or the common element rules, the provisions of the Act shall govern; subject to the Act, the provisions of the Declaration shall govern; subject to the Act and the Declaration, the provisions of the By-Laws shall govern. Provisions of the common element rules shall only be valid so long as they are not in conflict with anything in the Act, the Declaration or By-Laws.

11.08 Binding Effect of Condominium Documents

This Declaration and the by-Laws of the Corporation and the common element rules shall, insofar as they are intended to be binding upon the Owners and other persons interested in the Property from time to time shall remain binding after termination on all such persons to the same extent, as if all such person had signed the original Declaration, By-Laws and common element rules.

11.09

Units, Subject to Declaration, By Laws and Common Element Results

All present and future Owners, tenants and residents of Units, their families, guests, employees, agents, customers, suppliers, invitees or licencees, shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and any other rules and regulations of the Corporation.

The acceptance of a deed or transfer, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an agreement that the provisions of this Declaration, the By-Laws and any other rules and regulations of the Corporation as they may be amended from time to time, are accepted and ratified by such Owner, tenant, resident or other person aforesaid, and all or such provisions 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 deed or transfer or lease or occupancy agreement.

11.10

Severability of Provisions

The provisions hereof shall be deemed independent and severable, and the invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

11.11

Waiver

The failure to take action to enforce any provision contained in the Act, this Declaration, the By-Laws or any other rules and regulations of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive such provision.

11.12

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 respective Unit or at such other address as is given in writing by the Owner to the Corporation for the purpose of notice, and to each mortgagee who has notified the Corporation of its interest in the Property at such address as such mortgagee shall from time to time advise the Corporation of in writing; and if mailed as aforesaid, the same shall be deemed to have been received and to be effective on the second business day following the day on which it was mailed. Any Owner or mortgagee may change his address for service by notice given to the Corporation in the manner aforesaid.

11.13

Address for Service

The address for service on the Corporation is:

c/o Thompson Dorfman Sweatman LLP
2200 - 201 Portage Avenue
Winnipeg, Manitoba,
R3B 3L3
Attention: Douglas J. Forbes

11.14

Headings

The headings do not form part of this Declaration but are inserted for convenience of reference only.

11.15

Number and Gender

This Declaration is to be read with all changes of number and gender required by context.

[the remainder of this page is left intentionally blank. The next page is the signature page]

11.16

Effective Date

This Declaration shall take effect upon registration.

IN WITNESS WHEREOF the Declarant has executed this Declaration on the 15th day of December, 2016.



Witness
Douglas Jon Forbes
A lawyer practicing in the Province
of Manitoba
Thompson Dorfman Sweatman LLP
2200 - 201 Portage Avenue
Winnipeg, Manitoba
R3B 3L3

GLASSHOUSE LOFTS INC.

Per: _____


Douglas McKay - Director

SCHEDULE "A" TO DECLARATION GLASSHOUSE LOFTS CONDOMINIUM

CONSENT

GLASSHOUSE LOFTS INC.

GLASSHOUSE LOFTS CONDOMINIUM

In accordance with the requirements of The Condominium Act, Continuing Consolidation of the Statutes of Manitoba, Chapter C170, and in accordance with the requirements of Section 12(4) thereof, Canada ICI Capital (Man) Corporation hereby consents to the registration of the Condominium Declaration annexed hereto, regarding the land and premises commonly known as Glasshouse Lofts Condominium, Winnipeg, Manitoba and legally described as follows:

LOT 2 PLAN 55794 WLTO

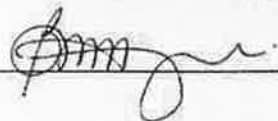
IN RL 1 PARISH OF ST JOHN

DATED at the City of ^{Edmonton} ~~Winnipeg~~, in the Province of ^{Alberta} ~~Manitoba~~, this ^{22nd} day of



April, 2016.

CANADA ICI CAPITAL (MAN)
CORPORATION


Witness

Per: 

TO WIT:

I, CINDY SUTHERLAND of
the City of Winnipeg, in Manitoba.
Edmonton Alberta
 

1. THAT I was personally present and did see the attached Consent duly signed and executed by BERNIE LONG-HOOPER on behalf of Canada ICI Capital (Man) Corporation, named therein.

2. THAT the said Consent was executed at the City of Winnipeg, in Manitoba.

3. THAT I know the said BERNIE LONG-HOOVER and that he/she is of the full age of eighteen years.

4. THAT I am a subscribing witness to the said Consent.

Edmonton
Winnipeg in the Province of
Alberta
Manitoba, this 22 day of

April, 2016

Impwst

A Commissioner for Oaths/Notary
Public in and for the Province of

Manitoba Alberta
My Commission Expires on:

OCT. 15, 2016

MARLYS RIVEST

C. Sutherland

CONSENT

GLASSHOUSE LOFTS INC.

GLASSHOUSE LOFTS CONDOMINIUM

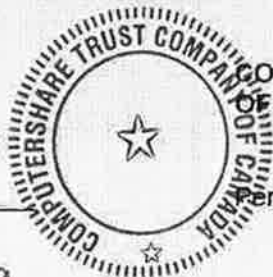
In accordance with the requirements of The Condominium Act, Continuing Consolidation of the Statutes of Manitoba, Chapter C170, and in accordance with the requirements of Section 12(4) thereof, Computershare Trust Company of Canada hereby consents to the registration of the Condominium Declaration annexed hereto, regarding the land and premises commonly known as Glasshouse Lofts Condominium, Winnipeg, Manitoba and legally described as follows:

LOT 2 PLAN 55794 WLTO
IN RL 1 PARISH OF ST JOHN

DATED at the City of ^{Toronto} ~~Winnipeg~~, in the Province of ^{Ontario} ~~Manitoba~~, this 17 day of ^{Oct} ~~Nov~~, 2016.

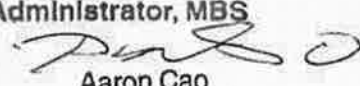
Witness


Warren A. Chang
Administrator, MBS



COMPUTERSHARE TRUST COMPANY
OF CANADA


Samuel S. Liaw
Administrator, MBS


Aaron Cao
Professional, MBS

ATCC 31565
3M 17444

1. *Chlorophyll a* (Chl a)

1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 26

CANADA

PROVINCE OF ~~MANITOBA~~ *Ontario*

TO WIT:

Warren A. Chang
Administrator, MBS

I, _____ of

the City of ~~Winnipeg~~ *Toronto* in ~~Manitoba~~ *Ontario*

MAKE OATH AND SAY:

1. THAT I was personally present and did see the attached Consent duly signed and executed by **Samuel S. Liaw** ~~Administrator, MBS~~ on behalf of Computershare Trust Company of Canada, named therein. **Aaron Cao**
Professional, MBS

2. THAT the said Consent was executed at the City of ~~Winnipeg~~ *Toronto* in ~~Manitoba~~ *Ontario*.

3. THAT I know the said **Samuel S. Liaw** ~~Administrator, MBS~~ and that he/she is of the full age of eighteen years. **Aaron Cao**
Professional, MBS

4. THAT I am a subscribing witness to the said Consent.

SWORN BEFORE ME at the City of

~~Winnipeg~~ *Toronto* in the Province of *Ontario*

~~Manitoba~~, this *17* day of

June, 2016


Warren A. Chang
Administrator, MBS

A Commissioner for Oaths/Notary
Public in and for the Province of ~~Manitoba~~ *Ontario*

My Commission Expires on:

Show Ching Judy Kang
~~Notary Public in and for~~
The Province of Ontario
100 University Ave., 11th Fl.,
Toronto, ONTARIO M5J 2Y1
416-263-9214

Warren A. Chang
Administrator

Samuel S. Lee
Administrator

John C. Lee
Administrator

Samuel S. Lee
Administrator

John C. Lee
Administrator

John C. Lee
Administrator

John C. Lee
Administrator
John C. Lee
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John C. Lee
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John C. Lee
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John C. Lee
Administrator

CONSENT

GLASSHOUSE LOFTS INC.

GLASSHOUSE LOFTS CONDOMINIUM

In accordance with the requirements of The Condominium Act, Continuing Consolidation of the Statutes of Manitoba, Chapter C170, and in accordance with the requirements of Section 12(4) thereof, Aviva Insurance Company of Canada hereby consents to the registration of the Condominium Declaration annexed hereto, regarding the land and premises commonly known as Glasshouse Lofts Condominium, Winnipeg, Manitoba and legally described as follows:

LOT 2 PLAN 55794 WLTO

IN RL 1 PARISH OF ST JOHN

Vancouver

*(nm)
British Columbia*

DATED at the City of Winnipeg, in the Province of Manitoba, this 9 day of

may, 2016.

**AVIVA INSURANCE COMPANY OF
CANADA**

Per: _____

[Signature]

**Tom Reeves
Aviva Insurance Company of Canada**

[Signature]
Witness

[Signature]
Barrister & Solicitor
1600 - 925 WEST GEORGIA
VANCOUVER, B.C. V6C 3P7
(604) 685 3455

Aviva Insurance Company of Canada
Tom Reeves

CANADA

PROVINCE OF MANITOBA

TO WIT:

) I, MANDEEP DHALIWAL of (ND)
) the City of Winnipeg, in Manitoba-
) VANCOUVER BRITISH COLUMBIA
)
)

MAKE OATH AND SAY:

1. THAT I was personally present and did see the attached Consent duly signed and executed by TOM REEVES on behalf of Aviva Insurance Company of Canada, named therein.

2. THAT the said Consent was executed at the City of Vancouver British Columbia (ND) in Manitoba.

3. THAT I know the said TOM REEVES and that he/she is of the full age of eighteen years. (ND)

4. THAT I am a subscribing witness to the said Consent.

SWORN BEFORE ME at the City of

(ND) VANCOUVER
Winnipeg in the Province of
BRITISH COLUMBIA
Manitoba, this 10th day of

May, 2016

(Signature)
A Commissioner for Oaths/Notary
Public in and for the Province of
Manitoba
My Commission Expires on:

(Signature)

FRANS LOTZ
Barrister & Solicitor
1800 - 925 WEST GEORGIA ST.
VANCOUVER, B.C. V8C 3L2
(604) 685-3456

FRANS LOTZ
Barrister & Solicitor
1800 - 822 WEST GEORGIA ST.
VANCOUVER, B.C. V6C 3L5
(604) 682-3456

CONSENT

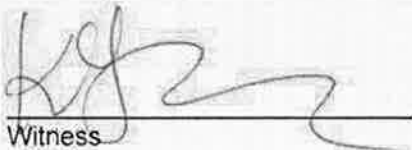
GLASSHOUSE LOFTS INC.

GLASSHOUSE LOFTS CONDOMINIUM

In accordance with the requirements of The Condominium Act, Continuing Consolidation of the Statutes of Manitoba, Chapter C170, and in accordance with the requirements of Section 12(4) thereof, 310 Donald Inc. hereby consents to the registration of the Condominium Declaration annexed hereto, regarding the land and premises commonly known as Glasshouse Lofts Condominium, Winnipeg, Manitoba and legally described as follows:

LOT 2 PLAN 55794 WLTO
IN RL 1 PARISH OF ST JOHN

DATED at the City of Winnipeg, in the Province of Manitoba, this 4th day of
March, 2016.


Witness

310 DONALD INC.

Per: 

TO: WIT:

I, Kailee Grimmettson of
the City of Winnipeg, In Manitoba

1. THAT I was personally present and did see the attached Consent duly signed and executed by Scott Stephenson on behalf of 310 Donald Inc., named therein.
2. THAT the said Consent was executed at the City of Winnipeg, in Manitoba.
3. THAT I know the said Scott Stephenson and that he/she is of the full age of eighteen years.
4. THAT I am a subscribing witness to the said Consent.

SWORN BEFORE ME at the City of
Winnipeg in the Province of
Manitoba, this 4th day of

March, 2016

K. Hill
A Commissioner for Oaths/Notary
Public in and for the Province of
Manitoba
My Commission Expires on: _____

[Handwritten signature]

CONSENT

GLASSHOUSE LOFTS INC.

GLASSHOUSE LOFTS CONDOMINIUM

In accordance with the requirements of The Condominium Act, Continuing Consolidation of the Statutes of Manitoba, Chapter C170, and in accordance with the requirements of Section 12(4) thereof, Shaw Cablesystems Limited hereby consents to the registration of the Condominium Declaration annexed hereto, regarding the land and premises commonly known as Glasshouse Lofts Condominium, Winnipeg, Manitoba and legally described as follows:

LOT 2 PLAN 55794 WLTO

IN RL 1 PARISH OF ST JOHN

DATED at the City of ^{Calgary} ~~Winnipeg~~, in the Province of ^{Alberta} ~~Manitoba~~, this ^{29th} day of ^{February} ~~February~~, 2016.

Witness

MARCY LARISSA WILLIAMS

SHAW CABLESYSTEMS LIMITED

Per:

Larry Long

Vice President, Technical Operations



1. MARCY LARISSA WILLIAMS of
the City of Winnipeg, in ~~Manitoba~~
Calgary Alberta

MAKE OATH AND SAY:

1. THAT I was personally present and did see the attached Consent duly signed and executed by LARRY LONG on behalf of Shaw Cablesystems Limited, named therein.
2. THAT the said Consent was executed at the City of Calgary, in Alberta.
3. THAT I know the said LARRY LONG and that he ~~she~~ is of the full age of eighteen years.
4. THAT I am a subscribing witness to the said Consent.

SWORN BEFORE ME at the City of
Calgary
Winifred in the Province of
Alberta
Manitoba, this 21st day of

February 2016

A Commissioner for Oaths/Notary Public in and for the Province of Manitoba
My Commission Expires on:

October 29, 2018

MYRA JAYNE EMPEY



CONSENT


GLASSHOUSE LOFTS INC.

GLASSHOUSE LOFTS CONDOMINIUM

In accordance with the requirements of The Condominium Act, Continuing Consolidation of the Statutes of Manitoba, Chapter C170, and in accordance with the requirements of Section 12(4) thereof, MTS Inc. hereby consents to the registration of the Condominium Declaration annexed hereto, regarding the land and premises commonly known as Glasshouse Lofts Condominium, Winnipeg, Manitoba and legally described as follows:

LOT 2 PLAN 55794 WLTO
IN RL 1 PARISH OF ST JOHN

DATED at the City of Winnipeg, in the Province of Manitoba,
this 23rd day of February 2016.


Witness, Kerry Allum

MTS INC.

Brenda Matte, Manager Property Acquisition

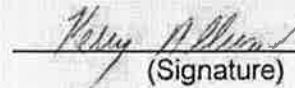
AFFIDAVIT OF SUBSCRIBING WITNESS

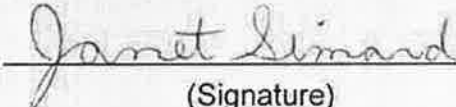
CANADA) I, Kerry Allum,
PROVINCE OF MANITOBA) of The City of Winnipeg,
TO WIT:) in the Province of Manitoba, Clerk

Make Oath and Say THAT:

1. I was personally present and did see Brenda Matte, Manager Property Acquisition, execute the within consent for and on behalf of MTS Inc. ("MTS").
2. I personally know the said Brenda Matte and she is of the full age of majority.
3. Brenda Matte has advised me and I do verily believe that she has the authority to bind MTS.
4. The said instrument was executed at The City of Winnipeg, in Manitoba.

SWORN before me at the City of Winnipeg,)
in the Province of Manitoba,)
this 23rd day of February, 2016.)


(Signature)
Kerry Allum


(Signature)
Janet Simard
(Print Name)

Address: 627 Erin Street
Winnipeg, Manitoba R3G 2W1
Telephone #: 204-941-7846

Commissioner For Oaths in and for the Province of Manitoba
My Commission Expires: July 13, 2016

CONSENT

GLASSHOUSE LOFTS INC.

GLASSHOUSE LOFTS CONDOMINIUM

In accordance with the requirements of The Condominium Act, Continuing Consolidation of the Statutes of Manitoba, Chapter C170, and in accordance with the requirements of Section 12(4) thereof, Centra Gas Manitoba Inc. hereby consents to the registration of the Condominium Declaration annexed hereto, regarding the land and premises commonly known as Glasshouse Lofts Condominium, Winnipeg, Manitoba and legally described as follows:

LOT 2 PLAN 55794 WLTO
IN RL 1 PARISH OF ST JOHN

DATED at the City of Winnipeg, in the Province of Manitoba, this 7th day of
MARCH, 2016.


Witness

CENTRA GAS MANITOBA INC.

Per: 

Glenn W Gray
Manager, Property Department

Manitoba Hydro
Approved


Property

CANADA

PROVINCE OF MANITOBA

TOWIT:


) I, Gordon Carnegie,
) of the City of Winnipeg, in the
) Province of Manitoba,
)

MAKE OATH AND SAY:

1. THAT I was personally present and did see GLENN W. GRAY, Manager, Manitoba Hydro Property Department, execute the within Consent.
2. THAT I know the said GLENN W. GRAY, Manager of the Manitoba Hydro Property Department, and am satisfied that he is of the full age of eighteen years.
3. THAT the said Consent was executed at the City of Winnipeg, in the Province of Manitoba and that I am a subscribing witness thereto.

SWORN before me at the City
of Winnipeg, in the Province of
Manitoba, this 2nd day of
MARCH, 2016.

) 
) Gordon Carnegie
)



A Commissioner for Oaths in and for the
Province of Manitoba.

My commission expires December 29, 2016

CONSENT

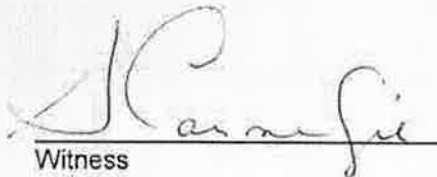
GLASSHOUSE LOFTS INC.

GLASSHOUSE LOFTS CONDOMINIUM

In accordance with the requirements of The Condominium Act, Continuing Consolidation of the Statutes of Manitoba, Chapter C170, and in accordance with the requirements of Section 12(4) thereof, The Manitoba Hydro-Electric Board hereby consents to the registration of the Condominium Declaration annexed hereto, regarding the land and premises commonly known as Glasshouse Lofts Condominium, Winnipeg, Manitoba and legally described as follows:

LOT 2 PLAN 55794 WLTO
IN RL 1 PARISH OF ST JOHN

DATED at the City of Winnipeg, in the Province of Manitoba, this *2nd* day of
MARCH, 2016.


Witness

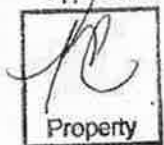
THE MANITOBA HYDRO-ELECTRIC
BOARD

Per: _____



Glenn W Gray
Manager, Property Department

Manitoba Hydro
Approved



CANADA

PROVINCE OF MANITOBA

TO WIT:

)
)
)
)
)


I, Gordon Carnegie,
of the City of Winnipeg, in the
Province of Manitoba,

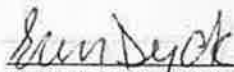
MAKE OATH AND SAY:

1. THAT I was personally present and did see GLENN W. GRAY, Manager, Manitoba Hydro Property Department, execute the within Consent.
2. THAT I know the said GLENN W. GRAY, Manager of the Manitoba Hydro Property Department, and am satisfied that he is of the full age of eighteen years.
3. THAT the said Consent was executed at the City of Winnipeg, in the Province of Manitoba and that I am a subscribing witness thereto.

SWORN before me at the City
of Winnipeg, in the Province of
Manitoba, this 2nd day of
MARCH, 2016.

)
)
)
)


Gordon Carnegie



A Commissioner for Oaths in and for the
Province of Manitoba.

My commission expires December 29, 2016

CONSENT

GLASSHOUSE LOFTS INC.


GLASSHOUSE LOFTS CONDOMINIUM

In accordance with the requirements of The Condominium Act, Continuing Consolidation of the Statutes of Manitoba, Chapter C170, and in accordance with the requirements of Section 12(4) thereof, Steinbach Credit Union Limited hereby consents to the registration of the Condominium Declaration annexed hereto, regarding the land and premises commonly known as Glasshouse Lofts Condominium, Winnipeg, Manitoba and legally described as follows:

LOT 2 PLAN 55794 WLTO
IN RL 1 PARISH OF ST JOHN

DATED at the City of Winnipeg, in the Province of Manitoba, this day of
2016.

STEINBACH CREDIT UNION LIMITED


Witness



Per: 

Dave Hargrave
Commercial
Account Manager

Tom Britten
Commercial Account Manager



Account Manager
Communications
Department

CANADA.

PROVINCE OF MANITOBA

TO WIT:

) I, Susan Kenny-Tarrant of
)
) the City of Winnipeg, in Manitoba
)
)

MAKE OATH AND SAY:

1. THAT I was personally present and did see the attached Consent duly signed and executed by Dave Hargrave and Tom Britten on behalf of Steinbach Credit Union Limited, named therein.

2. THAT the said Consent was executed at the City of Winnipeg, in Manitoba.

3. THAT I know the said Dave Hargrave and Tom Britten and that he/she is of the full age of eighteen years.

4. THAT I am a subscribing witness to the said Consent.

SWORN BEFORE ME at the City of

Winnipeg in the Province of

Manitoba, this 1st day of

March, 2016

J. MacKenzie
A Commissioner for Oaths/Notary
Public in and for the Province of
Manitoba

My Commission Expires on:

June 21, 2017

Susan Kenny-Tarrant

SCHEDULE "B" TO DECLARATION GLASSHOUSE LOFTS CONDOMINIUM

DESCRIPTION OF COMMON ELEMENTS

The Common Elements are all those portions of the Project that are not the Units, and include:

- (a) Lobby
- (b) Gym and Fitness Centre
- (c) Theatre Room
- (d) Rooftop Terrace and Lounge
- (e) Storage Lockers
- (f) Hallways
- (g) Elevators
- (h) mechanical rooms

The Common Elements also that portion of the enclosed Walkway on the Lands

BUILDING DIMENSIONS

Glasshouse Lofts Condominium comprises a single 21-storey building having the following approximate dimensions:

Length	=	37.4 Metres
Width 1	=	18 Metres
Width 2	=	24.7 Metres
Height	=	70 Metres

SCHEDULE "C" TO DECLARATION GLASSHOUSE LOFTS CONDOMINIUM

Upon registration of the Declaration to which this Schedule is attached and the Plan referred to therein the portions expressed in the percentages allocated to each unit in which the owners are to share in the common elements, to receive credit for interest earnings from the investment of monies in the reserve fund, to receive credit for interest received from owners upon late payment of contributions to the reserve fund, to contribute to the common expenses, to contribute to the reserve fund and to have debited with an expenditure out of money in the reserve fund shall be shared with the initial phase on a unit by unit basis, as set out below:

UNIT NUMBER	SUITE/CIVIC ADDRESS	PERCENTAGE INTEREST FOR THE COMMON ELEMENTS, TO RECEIVE CREDIT FOR INTEREST EARNING FROM THE INVESTMENT OF MONIES IN THE RESERVE FUND, TO RECEIVE CREDIT FOR INTEREST RECEIVED FROM OWNERS UPON LATE PAYMENT OF CONTRIBUTIONS TO THE RESERVE FUND, TO CONTRIBUTE TO THE COMMON EXPENSES, TO CONTRIBUTE TO THE RESERVE FUND AND TO HAVE DEBITED WITH AN EXPENDITURE OUT OF MONEY IN THE RESERVE FUND	EXCLUSIVE USE COMMON ELEMENT ASSOCIATED WITH UNIT AS SHOWN ON PLAN
		<i>Title Numbers</i>	
1	101	1.622% 2885144/1	
2	207	0.657% 2885145/1	
3	206	0.333% 2885148/1	
4	205	0.582% 2885150/1	E1
5	204	0.516% 2885151/1	E2
6	203	0.384% 2885152/1	E3
7	202	0.479% 2885153/1	E4
8	201	0.484% 2885155/1	E5
9	309	0.657% 2885156/1	
10	308	0.333% 2885157/1	
11	307	0.582% 2885158/1	E6
12	306	0.516% 2885159/1	E7
13	305	0.384% 2885161/1	E8
14	304	0.479% 2885162/1	E9
15	303	0.584% 2885165/1	E10
16	302	0.334% 2885167/1	
17	301	0.525% 2885168/1	
18	409	0.657% 2885169/1	
19	408	0.333% 2885170/1	
20	407	0.582% 2885171/1	E11
21	406	0.516% 2885172/1	E12
22	405	0.384% 2885173/1	E13
23	404	0.479% 2885174/1	E14
24	403	0.584% 2885175/1	E15
25	402	0.334% 2885176/1	
26	401	0.525% 2885177/1	
27	509	0.657% 2885178/1	
28	508	0.333% 2885179/1	
29	507	0.582% 2885181/1	E16
30	506	0.516% 2885182/1	E17
31	505	0.384% 2885184/1	E18
32	504	0.479% 2885185/1	E19
33	503	0.584% 2885187/1	E20
34	502	0.334% 2885189/1	
35	501	0.525% 2885200/1	
36	610	0.527% 2885201/1	E30
37	609	0.333% 2885202/1	
38	608	0.582% 2885203/1	E21
39	607	0.516% 2885204/1	E22
40	606	0.384% 2885205/1	E23
41	605	0.479% 2885206/1	E24
42	604	0.584% 2885207/1	E25
43	603	0.629% 2885208/1	E26
44	602	0.455% 2885210/1	E27
45	601	0.449% 2885211/1	E28

Title numbers

46	611	0.522%	2885213 / 1	E29
47	710	0.527%	2885215 / 1	E40
48	709	0.333%	2885216 / 1	
49	708	0.582%	2885217 / 1	E31
50	707	0.516%	2885218 / 1	E32
51	706	0.384%	2885249 / 1	E33
52	705	0.479%	2885251 / 1	E34
53	704	0.584%	2885252 / 1	E35
54	703	0.629%	2885253 / 1	E36
55	702	0.455%	2885254 / 1	E37
56	701	0.449%	2885255 / 1	E38
57	711	0.486%	2885256 / 1	E39
58	810	0.527%	2885259 / 1	E50
59	809	0.333%	2885262 / 1	
60	808	0.582%	2885264 / 1	E41
61	807	0.516%	2885265 / 1	E42
62	806	0.384%	2885266 / 1	E43
63	805	0.479%	2885267 / 1	E44
64	804	0.584%	2885268 / 1	E45
65	803	0.629%	2885269 / 1	E46
66	802	0.455%	2885270 / 1	E47
67	801	0.449%	2885271 / 1	E48
68	811	0.522%	2885272 / 1	E49
69	910	0.527%	2885273 / 1	E60
70	909	0.333%	2885274 / 1	
71	908	0.582%	2885279 / 1	E51
72	907	0.516%	2885280 / 1	E52
73	906	0.384%	2885281 / 1	E53
74	905	0.479%	2885282 / 1	E54
75	904	0.584%	2885283 / 1	E55
76	903	0.629%	2885284 / 1	E56
77	902	0.455%	2885285 / 1	E57
78	901	0.449%	2885286 / 1	E58
79	911	0.522%	2885288 / 1	E59
80	1010	0.527%	2885289 / 1	E70
81	1009	0.333%	2885290 / 1	
82	1008	0.582%	2885291 / 1	E61
83	1007	0.516%	2885292 / 1	E62
84	1006	0.384%	2885293 / 1	E63
85	1005	0.479%	2885295 / 1	E64
86	1004	0.584%	2885296 / 1	E65
87	1003	0.629%	2885297 / 1	E66
88	1002	0.455%	2885298 / 1	E67
89	1001	0.449%	2885299 / 1	E68
90	1011	0.486%	2885300 / 1	E69
91	1110	0.527%	2885302 / 1	E80
92	1109	0.333%	2885303 / 1	
93	1108	0.582%	2885304 / 1	E71
94	1107	0.516%	2885305 / 1	E72
95	1106	0.384%	2885306 / 1	E73
96	1105	0.479%	2885307 / 1	E74
97	1104	0.584%	2885308 / 1	E75
98	1103	0.629%	2885309 / 1	E76
99	1102	0.455%	2885310 / 1	E77
100	1101	0.449%	2885311 / 1	E78
101	1111	0.522%	2885312 / 1	E79
102	1210	0.527%	2885313 / 1	E90
103	1209	0.333%	2885314 / 1	
104	1208	0.582%	2885315 / 1	E81
105	1207	0.516%	2885316 / 1	E82
106	1206	0.384%	2885317 / 1	E83
107	1205	0.479%	2885318 / 1	E84
108	1204	0.584%	2885319 / 1	E85
109	1203	0.629%	2885320 / 1	E86

Title Numbers

110	1202	0.455%	2885322 / 1	E87
111	1201	0.449%	2885323 / 1	E88
112	1211	0.522%	2885325 / 1	E89
113	1309	0.527%	2885326 / 1	E100
114	1308	0.917%	2885327 / 1	E91
115	1307	0.516%	2885328 / 1	E92
116	1306	0.384%	2885329 / 1	E93
117	1305	0.479%	2885330 / 1	E94
118	1304	0.584%	2885331 / 1	E95
119	1303	0.629%	2885332 / 1	E96
120	1302	0.455%	2885333 / 1	E97
121	1301	0.449%	2885334 / 1	E98
122	1310	0.522%	2885335 / 1	E99
123	1410	0.527%	2885336 / 1	E110
124	1409	0.333%	2885337 / 1	
125	1408	0.582%	2885338 / 1	E101
126	1407	0.516%	2885339 / 1	E102
127	1406	0.384%	2885340 / 1	E103
128	1405	0.479%	2885341 / 1	E104
129	1404	0.584%	2885342 / 1	E105
130	1403	0.629%	2885343 / 1	E106
131	1402	0.455%	2885345 / 1	E107
132	1401	0.449%	2885346 / 1	E108
133	1411	0.522%	2885347 / 1	E109
134	1509	0.527%	2885348 / 1	E119
135	1508	0.333%	2885349 / 1	
136	1507	0.582%	2885350 / 1	E111
137	1506	0.516%	2885352 / 1	E112
138	1505	0.384%	2885353 / 1	E113
139	1504	0.479%	2885354 / 1	E114
140	1503	0.584%	2885355 / 1	E115
141	1502	0.629%	2885357 / 1	E116
142	1501	0.455%	2885358 / 1	E117
143	1510	0.973%	2885359 / 1	E118
144	1610	0.527%	2885360 / 1	E129
145	1609	0.333%	2885361 / 1	
146	1608	0.582%	2885363 / 1	E120
147	1607	0.516%	2885364 / 1	E121
148	1606	0.384%	2885365 / 1	E122
149	1605	0.479%	2885367 / 1	E123
150	1604	0.584%	2885368 / 1	E124
151	1603	0.629%	2885369 / 1	E125
152	1602	0.455%	2885370 / 1	E126
153	1601	0.449%	2885371 / 1	E127
154	1611	0.486%	2885372 / 1	E128
155	1708	0.527%	2885373 / 1	E138
156	1707	0.917%	2885374 / 1	E130
157	1706	0.516%	2885375 / 1	E131
158	1705	0.384%	2885376 / 1	E132
159	1704	0.479%	2885378 / 1	E133
160	1703	0.584%	2885382 / 1	E134
161	1702	0.629%	2885383 / 1	E135
162	1701	0.455%	2885384 / 1	E136
163	1709	0.973%	2885386 / 1	E137
164	1810	0.527%	2885387 / 1	E148
165	1809	0.333%	2885389 / 1	
166	1808	0.582%	2885391 / 1	E139
167	1807	0.516%	2885392 / 1	E140
168	1806	0.384%	2885394 / 1	E141
169	1805	0.479%	2885395 / 1	E142
170	1804	0.584%	2885396 / 1	E143
171	1803	0.629%	2885397 / 1	E144
172	1802	0.455%	2885398 / 1	E145
173	1801	0.449%	2885399 / 1	E146

174	1811	0.522%	2885400/1	E147
175	1910	0.527%	2885401/1	E158
176	1909	0.333%	2885402/1	
177	1908	0.582%	2885403/1	E149
178	1907	0.516%	2885404/1	E150
179	1906	0.384%	2885405/1	E151
180	1905	0.479%	2885406/1	E152
181	1904	0.584%	2885407/1	E153
182	1903	0.629%	2885408/1	E154
183	1902	0.455%	2885409/1	E155
184	1901	0.449%	2885410/1	E156
185	1911	0.486%	2885411/1	E157
186	2009	0.527%	2885412/1	E167
187	2008	0.333%	2885413/1	
188	2007	0.582%	2885414/1	E159
189	2006	0.516%	2885415/1	E160
190	2005	0.384%	2885416/1	E161
191	2004	0.479%	2885417/1	E162
192	2003	0.584%	2885418/1	E163
193	2002	0.629%	2885419/1	E164
194	2001	0.455%	2885421/1	E165
195	2010	0.973%	2885422/1	E166

SCHEDULE "D" TO DECLARATION GLASSHOUSE LOFTS CONDOMINIUM

Standard Unit Description

(Note: This explanatory note does not form part of this Schedule but is inserted for convenience. This Schedule C to the Declaration designates the types of units in the Project and their specifications and shows detailed floor plans of each type, to better assist the Condominium Corporation and unit owners in determining Standard Unit Description in the event of an insurable loss.)

INTRODUCTION

A. Pursuant to the Act and the Declaration, the Corporation is required to obtain and maintain property insurance of the Units against damage written on all-risks full replacement costs basis but excluding all additions and improvements or betterments made or acquired by Owners.

B. Each Owner is responsible to insure all additions and improvements or betterments made or acquired including upgrades requested by an original Owner, and all furnishings, appliances, ceiling, floor and wall coverings of his or her Unit.

C. Any component of a Unit over and above the Standard Unit Description shall be considered an "improvement and betterment to the Unit", of which the responsibility to insure such components shall be the Owners.

1. The Standard Unit Description hereinafter provided does not include the Common Elements of the Corporation as described in the Declaration which shall be issued by Corporation.

2. Standard Unit Description shall be defined as all those components of the Unit as defined in the Declaration and the Plan and shall include only:

Finishes

All existing insulation, poly vapour barriers and drywall (any reference to drywall shall mean drywall that is ½ inches in thickness or such greater thickness as the Manitoba Building Code may require), including taping, sanding, one coat of primer paint and one coat of finishing paint

Exposed concrete ceilings

Floor assemblies to and including the sub-floor;

All window units

All installations with respect to the provision of water, drainage and sewer services for the Unit

All installations with respect to the provision of heat and ventilation

All installations with respect to the provision of electricity, including electrical panel at the unit (if any), switches, outlets, and switch and outlet covers, telephone cable and outlets and rough-ins, cable television cable and outlets and rough-ins, all requisite smoke detectors as required by applicable regulation hard-wired into the electrical system, one standard stove electrical outlet

Rough-in for dishwasher, rough in for over-the-range microwave oven, rough-in for washer and drying, one standard dryer electrical outlet, rough in for central vac, and heat detectors/fire alarm

All interior partitions and walls completed to the drywall, including taping, sanding, one coat of primer paint and one coat of finishing paint
all suite entry doors, all balcony doors, all interior doors, door trim Builder's Standard door hardware, light fixtures, floor trim, window and internal window trim (all trim shall be of Builder's Standard quality and shall be finished with one coat of primer paint and one coat of finishing paint)

All partitions and walls between units including where applicable insulation, resilient channels, and vapour barrier, completed to the drywall (including taping, sanding, one coat of primer paint and one coat of finishing paint)

All-Builder's Standard grade bathroom exhaust fans;

All interior structural components, finishes, fixtures, mechanical systems, which shall be constructed to Builders Standard grade

Such other components of the unit which the Declarant would have been required to construct by the then current regulations as at the time of damage or repair in order to achieve building permit compliance

General Unit Furnishings

Hollow-core sliding doors on ceiling or wall mounted tracks
Unit owner's choice of pre-finished engineered hardwood floors in all living areas, kitchens and bedrooms
Balconies with swing patio door(s) for access
Solid core suite entry door with security viewer
Brushed aluminum contemporary hardware

Kitchens

Closed cabinetry and engineered stone countertop and ceramic backsplash
Single basin undermount stainless steel sink, with single-lever retractable faucet
Overhead track lighting

Appliances

Energy Star stainless steel kitchen appliances consisting of a frost-free refrigerator, self-cleaning stove, twenty-four (24) inch dishwasher and over-the-range combined microwave fan-hood
All-in-one stacked twenty-seven (27) inch washer-dryer

Bathrooms

Cabinetry made from the same material as the kitchen cabinetry
Vanity mirror
Contemporary white water-efficient toilet, single lever faucet and hand-held showerhead
Full height porcelain tub tile surround
Porcelain tile flooring
Skirted Bathtub
Pressure balanced valves in all showers

Mechanical Features (Heating, Cooling, Ventilation and Plumbing)

Individual Unit Thermostat
Ducts covered by drywall bulkheads
Heat recovery ventilators as part of each Unit's ventilation system
Sprinklers and smoke detectors as per Building Code

Electrical and Communications Features

Service panel with breakers
Separate meter for each Unit for electricity usage
Pre-wired telephone and cable outlets in living areas and bedrooms
Switch controlled receptacles in living areas and bedrooms, light fixture(s) in foyer, track or pot lighting in kitchen and rough-in for overhead fixture in dining room

3. Builder's Standard grade of all finishes, fixtures, etc. that define the Standard Unit Description are listed in the attached Annexes.

4. Anything within the Unit which is not described in the definition of a Standard Unit Description shall be considered an improvement and betterment to the Unit. For great certainty and without limiting the generality of the foregoing, the Standard Unit Description shall not include:

- (a) wall coverings other than paint as described above, including panelling, other wood treatments, tiles, textured paint and/or wall paper;
- (b) storm doors, window coverings, drapery hardware, blinds;
- (c) any upgrades of any items referred to as being "Builder's Standard grade or quality";
- (d) any addition, alternation or improvement to any Exclusive Common Element by an Owner.

5. For clarification, the consequence of such definition of Standard Unit Description is to cause each and every component of each Unit, that is not specifically stated to be part of the Standard Unit Description to be classified, considered and defined as an improvement and betterment thereby making the Owner(s) of such Unit fully responsible for obtaining and maintaining all property insurance written on an all-risks or replacement cost basis, and thereby relieving the Corporation from being required to obtain or provide any insurance on account thereof.

6. If any component of the Standard Unit Description must be upgraded or changed in order to comply with any applicable governmental by-law, regulation or code while being repaired or replaced on account of insurable damage or destruction, the said upgrade or change shall be considered part of the Standard Unit Description despite not being clearly defined herein as being part of the Standard Unit Description.

7. Nothing herein shall relieve an Owner of any obligation to maintain, repair and where necessary replace any component of his or her Unit as set out in the Declaration and By-laws and *The Condominium Act*.

8. In the event that a fixture or construction feature is no longer available and there is dispute as to what may constitute a Builder's Standard, comparison shall be had to the quality of similar products or features being offered at the time of damage by builders of new construction of similar value to the Unit in which or to which the damage has occurred. If there is a disagreement as to what constitute Builder's Standard, the issue shall be exclusively and conclusively determined by the insurance adjusters retained by and acting on behalf of the Corporation's insurer and the decision of such adjusters shall be binding on the Corporation and all its Owners and Owner's mortgagees.

9. References to specific brands of equipment or materials are deemed to include equivalent brands.

10. Standard Unit Descriptions do not include fixtures which are part of the Common Elements. To the extent that any attached Annex includes fixtures which are part of the Common Elements, they are included for reference and information purposes. They are not intended to be part of the Standard Unit Description.

11. In the Glasshouse Lofts Condominium there are fourteen (14) different Types of Standard Units. Each Type is based upon a different model of unit. The Standard Unit for each Type is described further in the attached Annexes:

Unit a1

Having an area of approximately four hundred and thirty-five (435) square feet and containing the features and materials noted above in paragraph 2, all built in accordance with the dimensions and layout as provided in the attached Annexes.

Unit a2

Having an area of approximately five hundred and two (502) square feet and containing the features and materials noted above in paragraph 2, all built in accordance with the dimensions and layout as provided in the attached Annexes.

Unit a3

Having an area of approximately five hundred and eighty-seven (587) square feet and containing the features and materials noted above in paragraph 2, all built in accordance with the dimensions and layout as provided in the attached annexes.

Unit a4

Having an area of approximately five hundred and ninety-four (594) square feet and containing the features and materials noted above in paragraph 2, all built in accordance with the dimensions and layout as provided in the attached Annexes.

Unit b1

Having an area of approximately six hundred and eighty-two (682) square feet and containing the features and materials noted above in paragraph 2, all built in accordance with the dimensions and layout as provided in the attached Annexes.

Unit b2

Having an area of approximately six hundred and thirty-five (635) square feet and containing the features and materials noted above in paragraph 2, all built in accordance with the dimensions and layout as provided in the attached Annexes.

Unit c1

Having an area of approximately six hundred and twenty-six (626) square feet and containing the features and materials noted above in paragraph 2, all built in accordance with the dimensions and layout as provided in the attached Annexes.

Unit c2

Having an area of approximately six hundred and seventy-four (674) square feet and containing the features and materials noted above in paragraph 2, all built in accordance with the dimensions and layout as provided in the attached Annexes.

Unit c3

Having an area of approximately six hundred and eighty-nine (689) square feet and containing the features and materials noted above in paragraph 2, all built in accordance with the dimensions and layout as provided in the attached Annexes.

Unit c4

Having an area of approximately seven hundred and sixty-three (763) square feet and containing the features and materials noted above in paragraph 2, all built in accordance with the dimensions and layout as provided in the attached Annexes.

Unit c5

Having an area of approximately seven hundred and sixty-one (761) square feet and containing the features and materials noted above in paragraph 2, all built in accordance with the dimensions and layout as provided in the attached Annexes.

Unit c6

Having an area of approximately eight hundred and twenty-two (822) square feet and containing the features and materials noted above in paragraph 2, all built in accordance with the dimensions and layout as provided in the attached Annexes.

Unit c7

Having an area of approximately eight hundred and fifty-eight (858) square feet and containing the features and materials noted above in paragraph 2, all built in accordance with the dimensions and layout as provided in the attached Annexes.

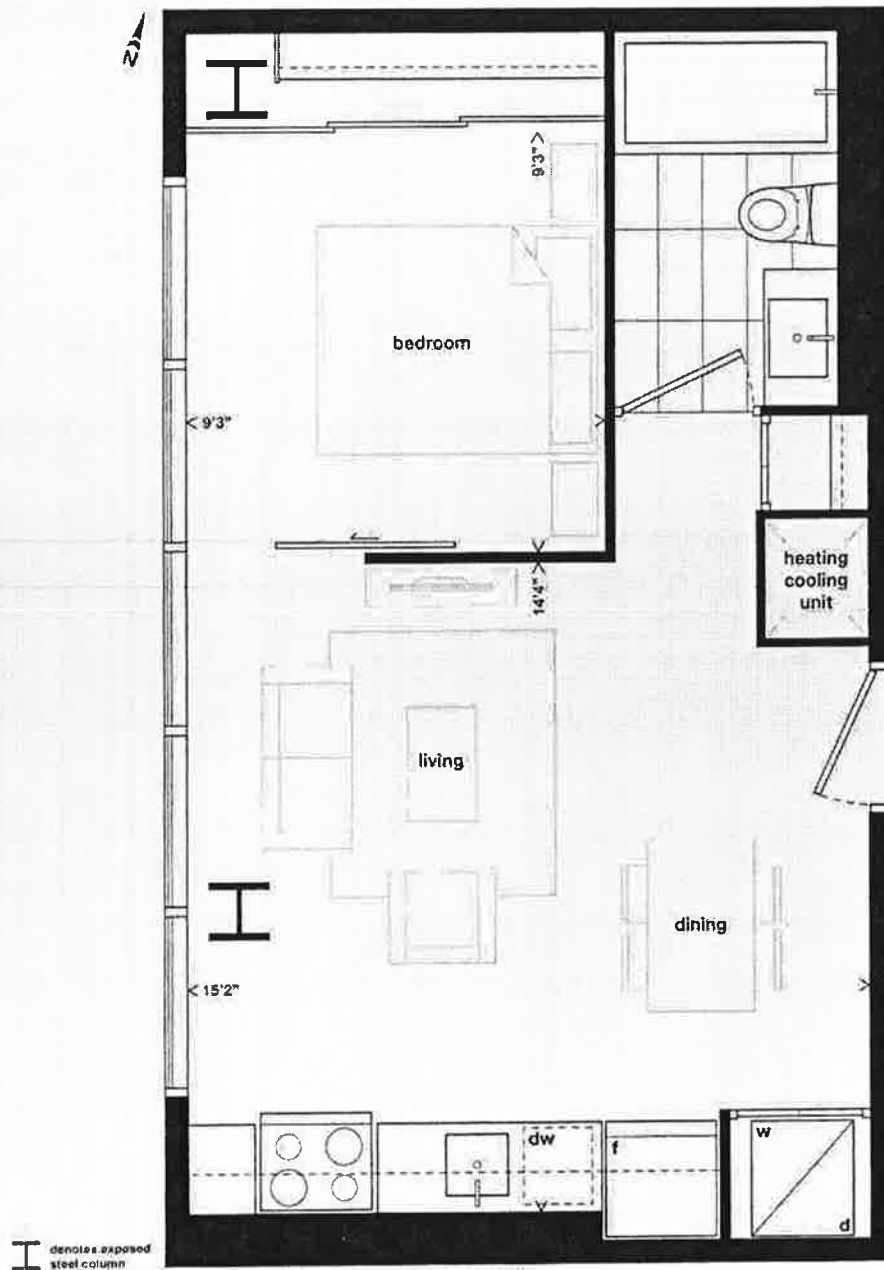
Commercial Unit

Having an area of approximately two thousand, one hundred and twenty (2120) square feet and containing the features described under the heading "Finishes" in paragraph 2, all built in accordance with the dimensions and layout as provided in the attached Annexes.

ANNEXES TO

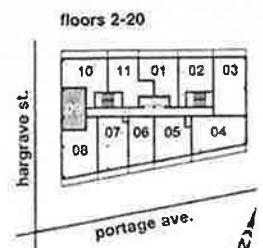
SCHEDULE "D" TO DECLARATION GLASSHOUSE LOFTS CONDOMINIUM

one bedroom
435 sq.ft.



glasshouse
 skylofts in the city

All sizes and specifications are subject to change without notice. E & O E

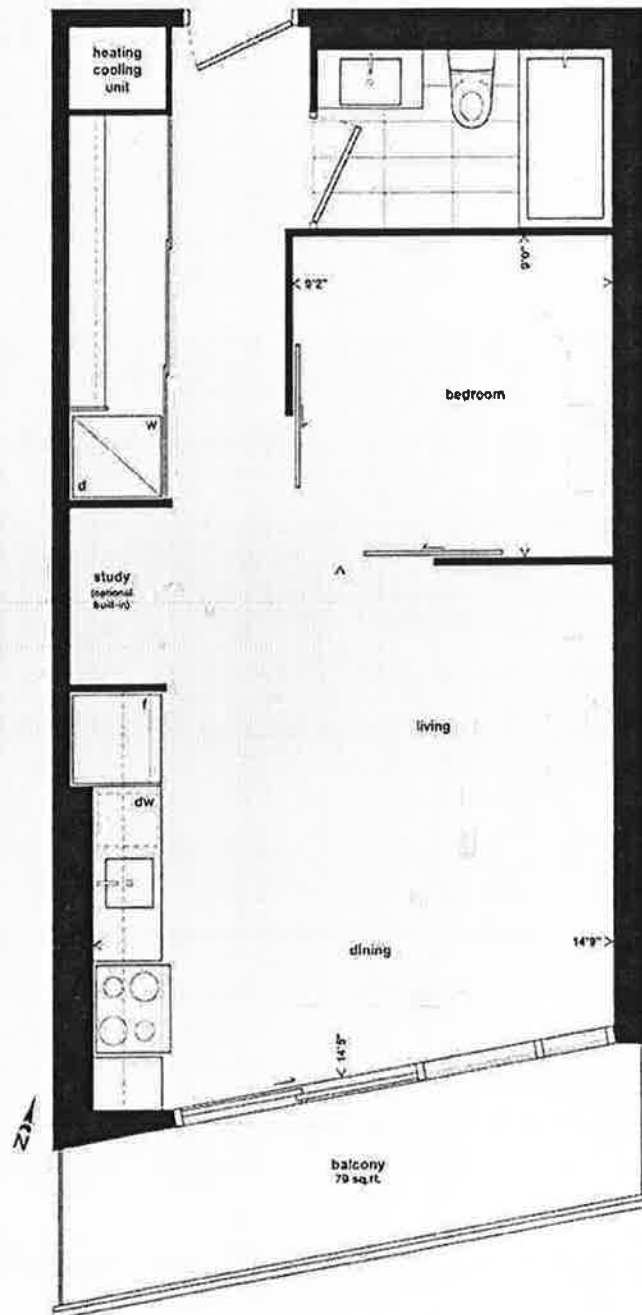


one bedroom

502 sq.ft.

plus 79 sq.ft. balcony

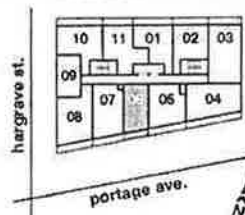
SOLD OUT



glasshouse
skylofts in the city

All sales and specifications are subject to change without notice. © 2001.

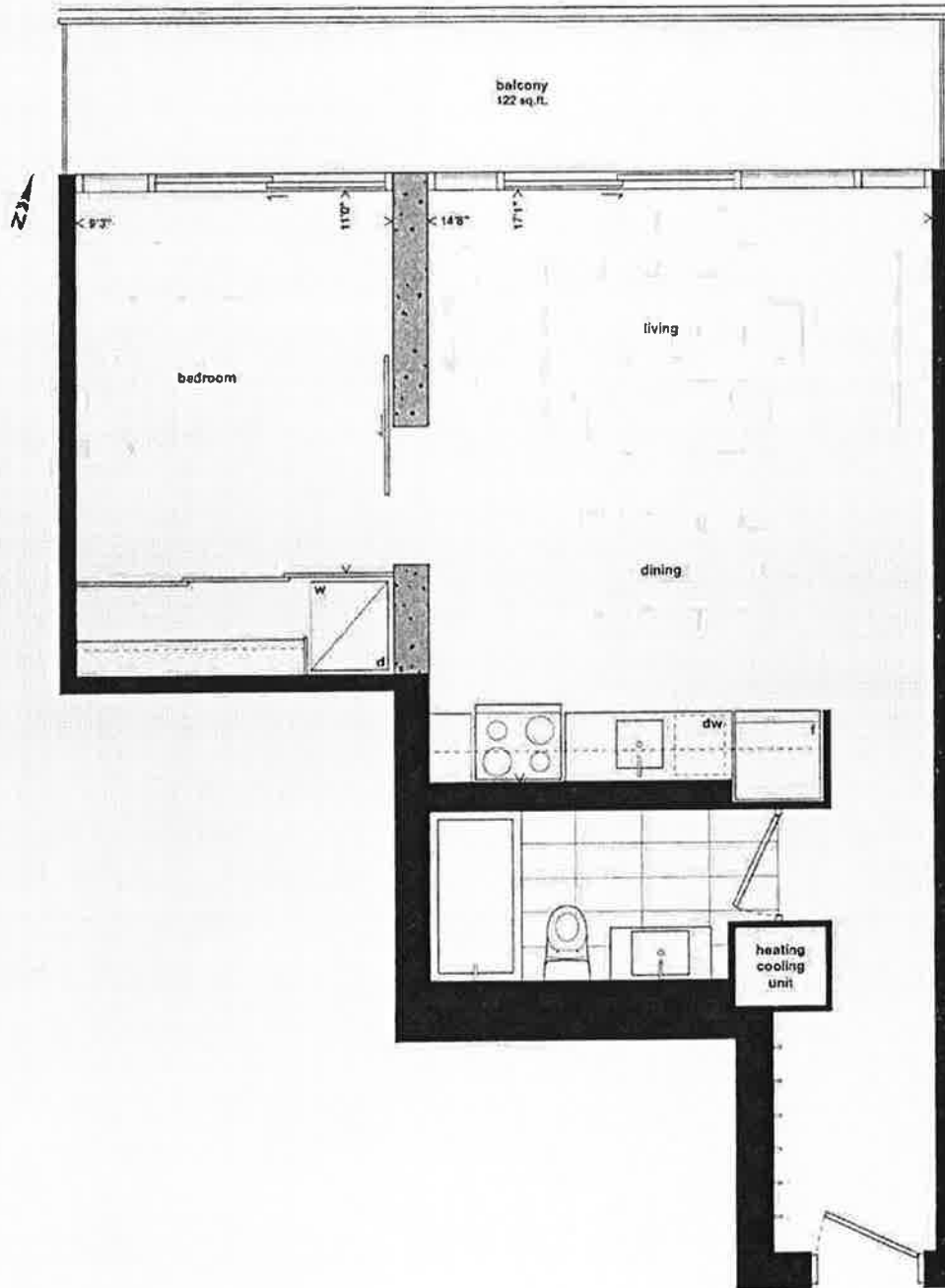
floors 2-20



one bedroom

587 sq.ft.

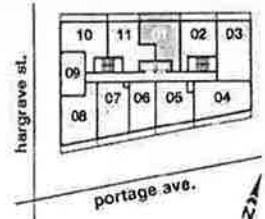
plus 122 sq.ft. balcony



glasshouse
skylofts in the city

All sizes and specifications are subject to change without notice. E & O E

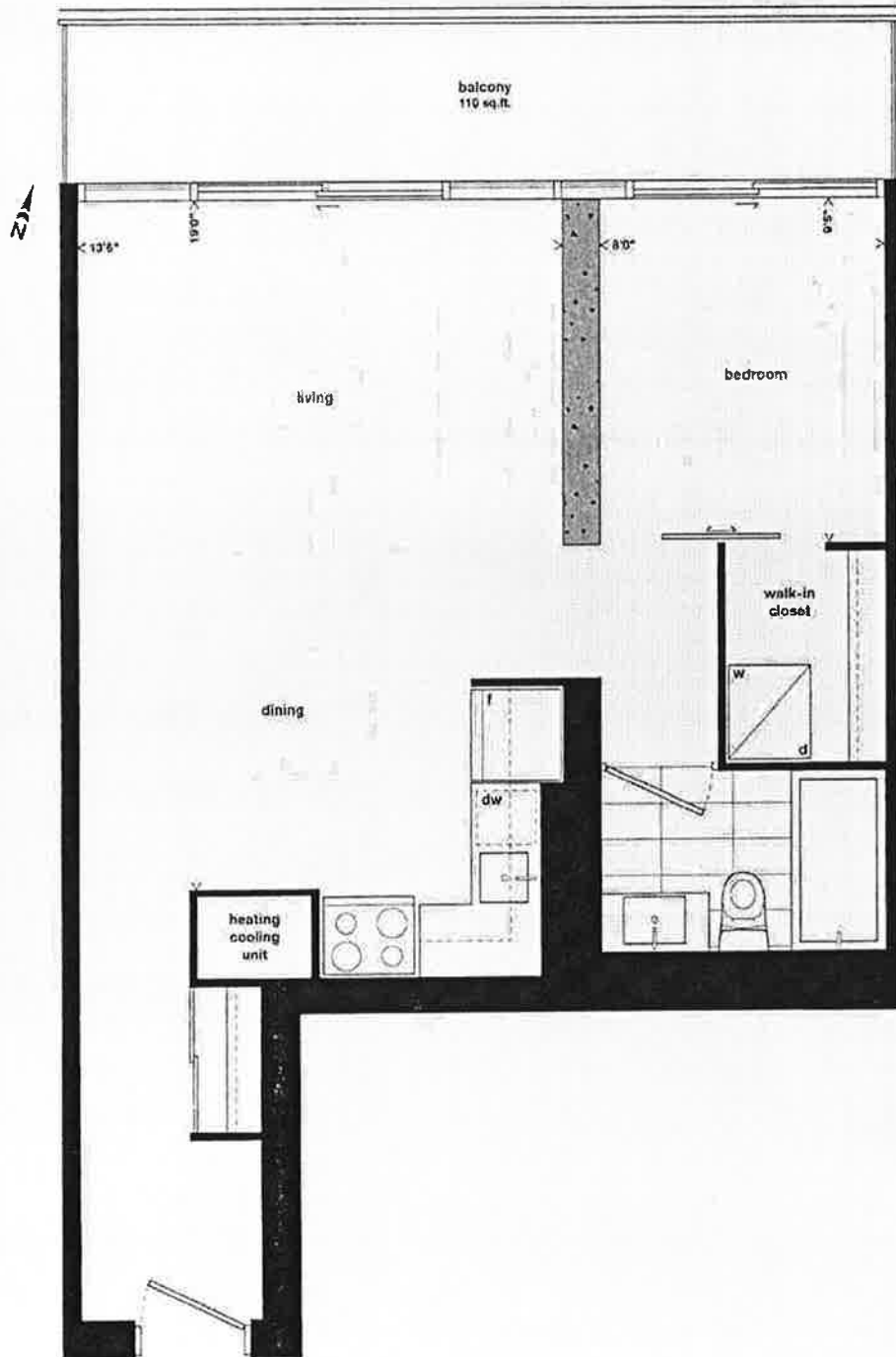
floors 6-20



one bedroom

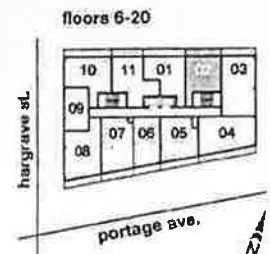
594 sq.ft.

plus 110 sq.ft. balcony



glasshouse
skylofts in the city

All sizes and specifications are subject to change without notice. E.A.C.E.



a6

one bedroom
686 sq.ft.



glasshouse
skylofts in the city

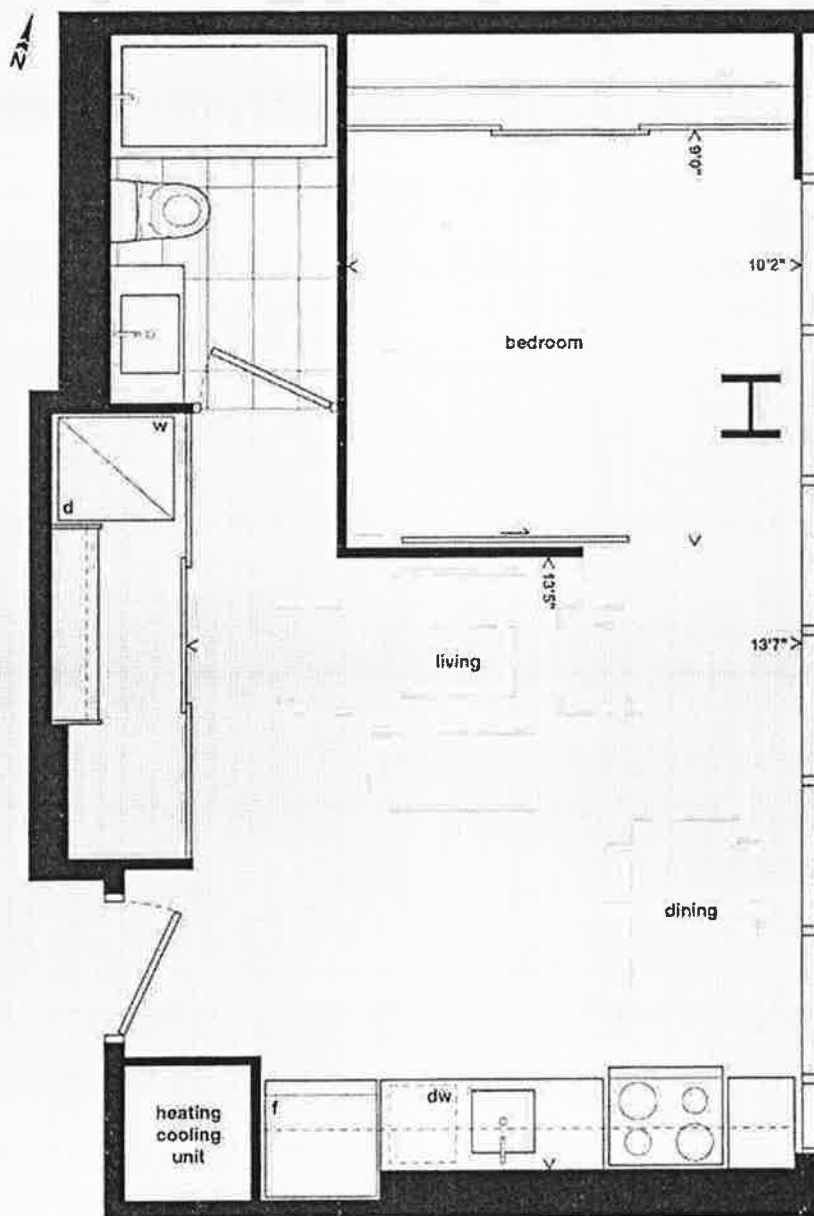


All sizes and specifications are subject to change without notice. E & O E

a7

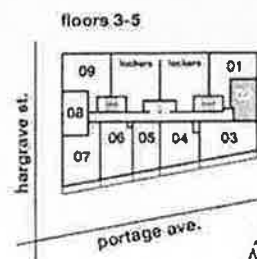
one bedroom
436 sq.ft.

SOLD OUT



I denotes exposed steel column

glasshouse
skyllofts in the city



All sizes and specifications are subject to change without notice. E & O E

one bedroom+den

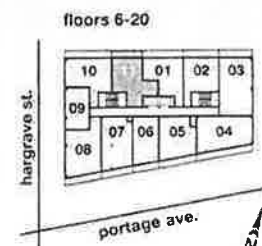
682 sq.ft.

plus 95 sq.ft. balcony



glasshouse
skylofts in the city

All sizes and specifications are subject to change without notice. E.A.O.B.

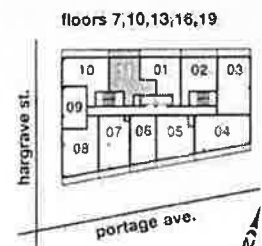


one bedroom
635 sq.ft.
 plus 109 sq.ft. balcony

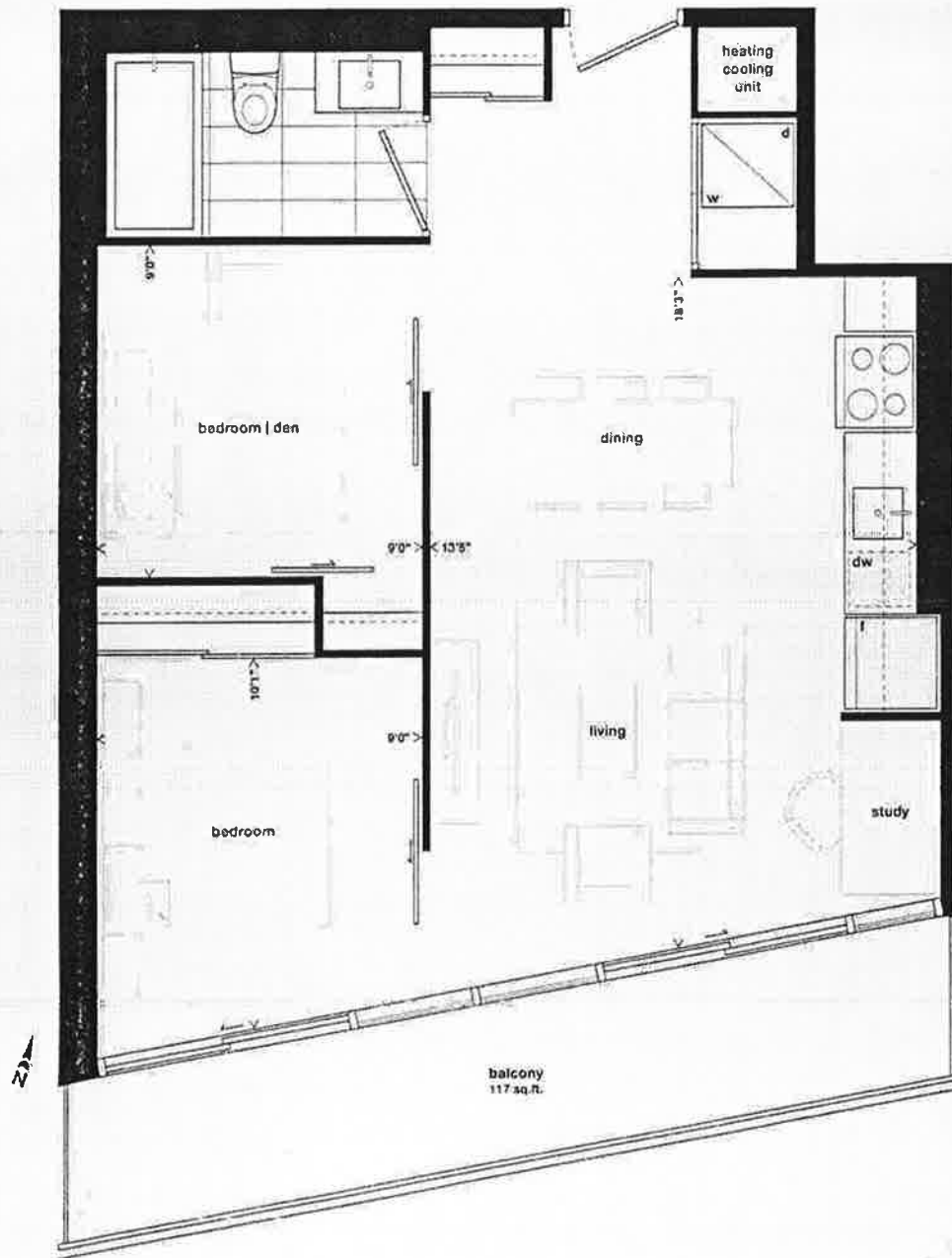


glasshouse
 skylofts in the city

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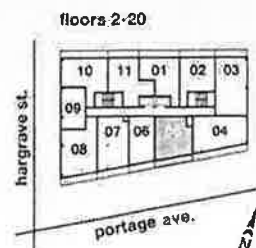


two bedroom
626 sq.ft.
 plus 117 sq.ft. balcony

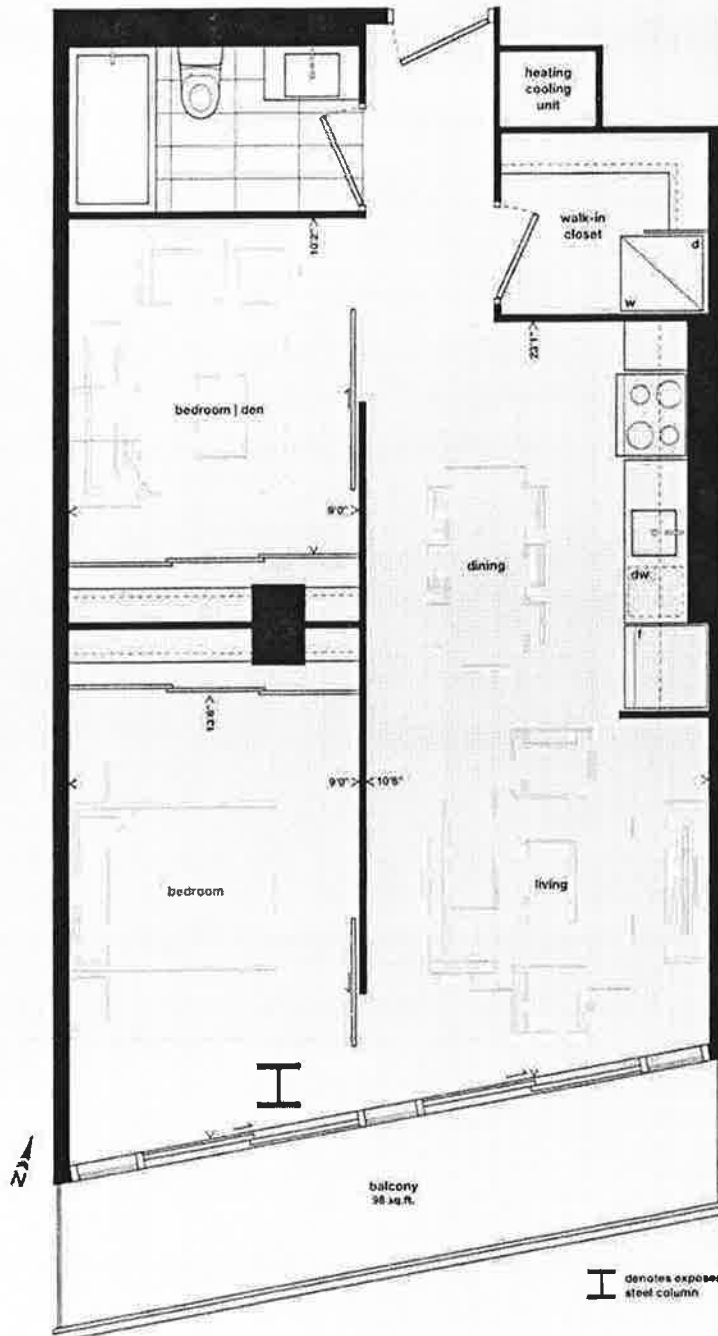


glasshouse
 skylofts in the city

All sizes and specifications are subject to change without notice. E. & O. E.

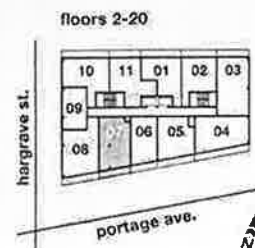


two bedroom
674 sq.ft.
 plus 98 sq.ft. balcony

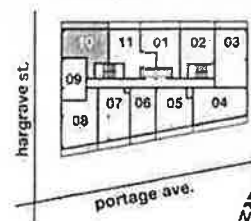


glasshouse
 skylofts in the city

All sizes and specifications are subject to change without notice. F-30-E

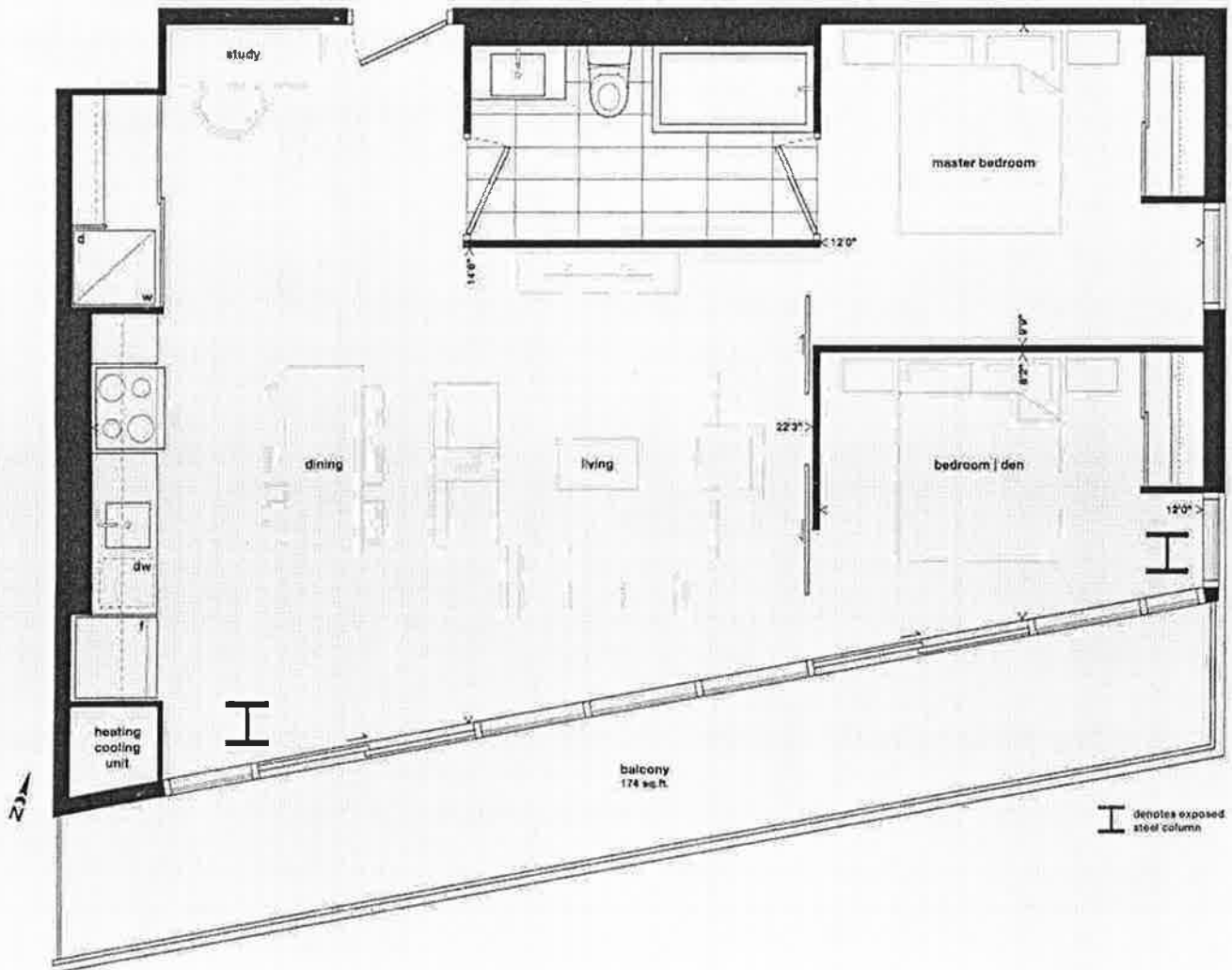


plus 144 sq.ft. balcony



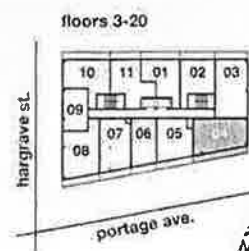
All sizes and specifications are subject to change without notice. E & O E.

two bedroom
763 sq.ft.
 plus 174 sq.ft. balcony

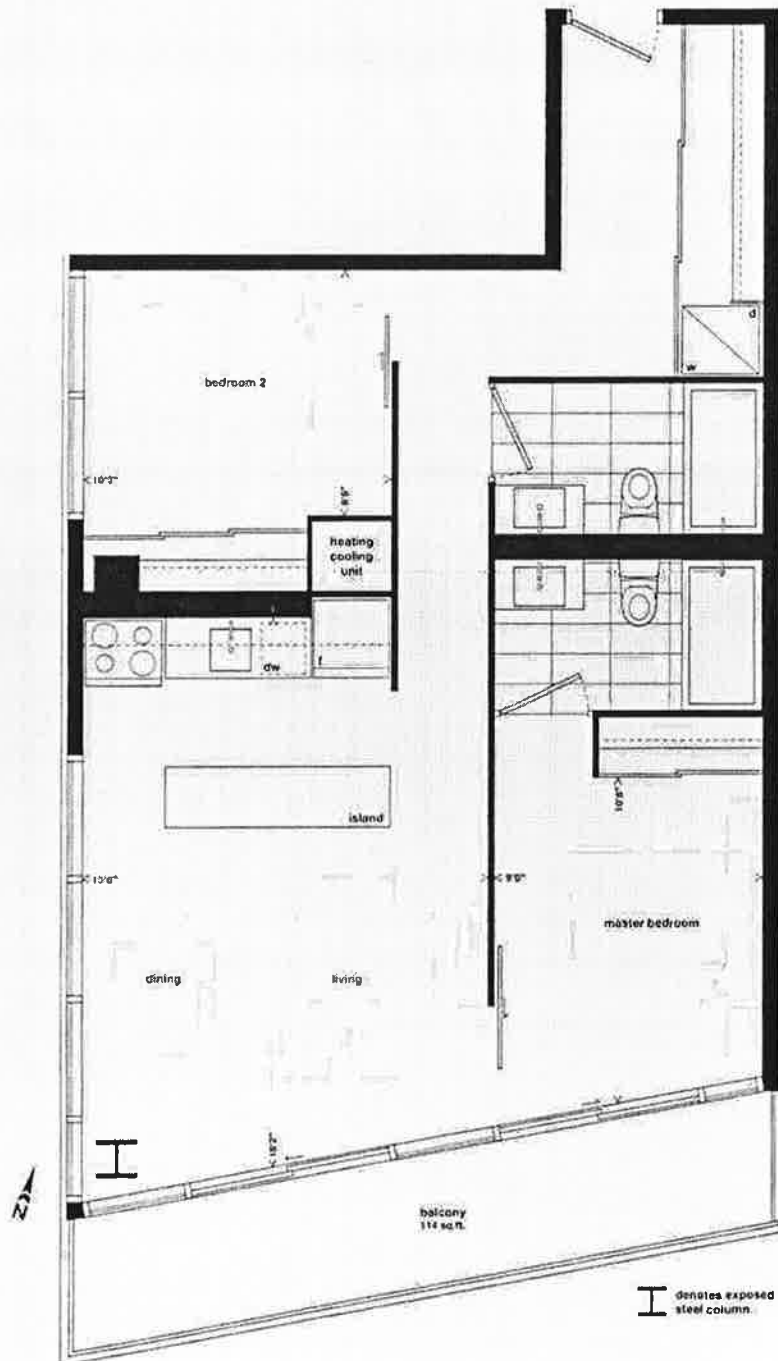


glasshouse
 skylofts in the city

All sizes and specifications are subject to change without notice. E&OE.

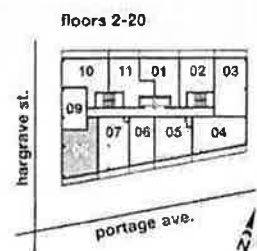


two bedroom
761 sq.ft.
 plus 114 sq.ft. balcony

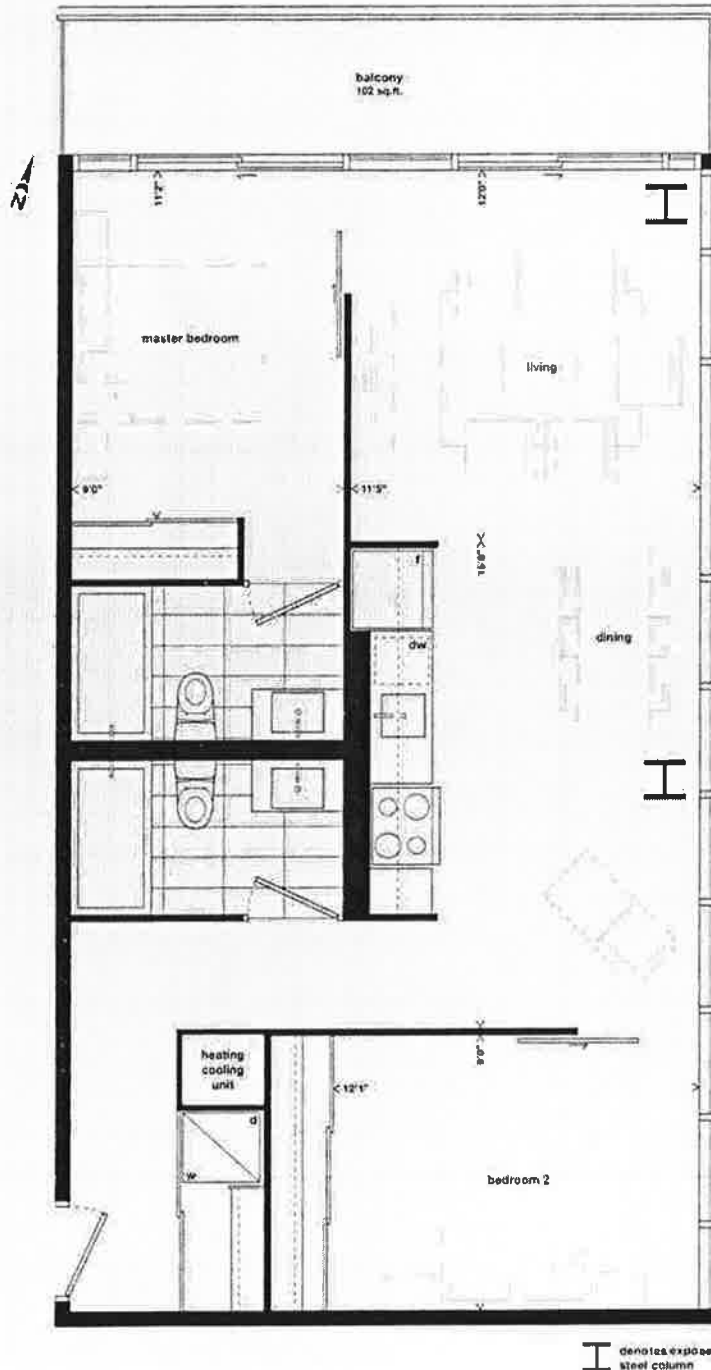


glasshouse
 skylofts in the city

All sizes and specifications are subject to change without notice. E.S.G.E.

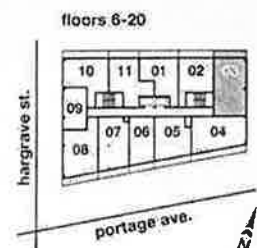


two bedroom
822 sq.ft.
 plus 102 sq.ft. balcony



glasshouse
 skylofts in the city

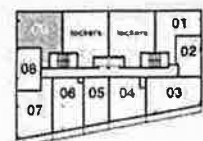
All sizes and specifications are subject to change without notice. E.A.D. 01



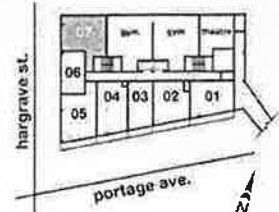
two bedroom
858 sq.ft.



floors 3-5



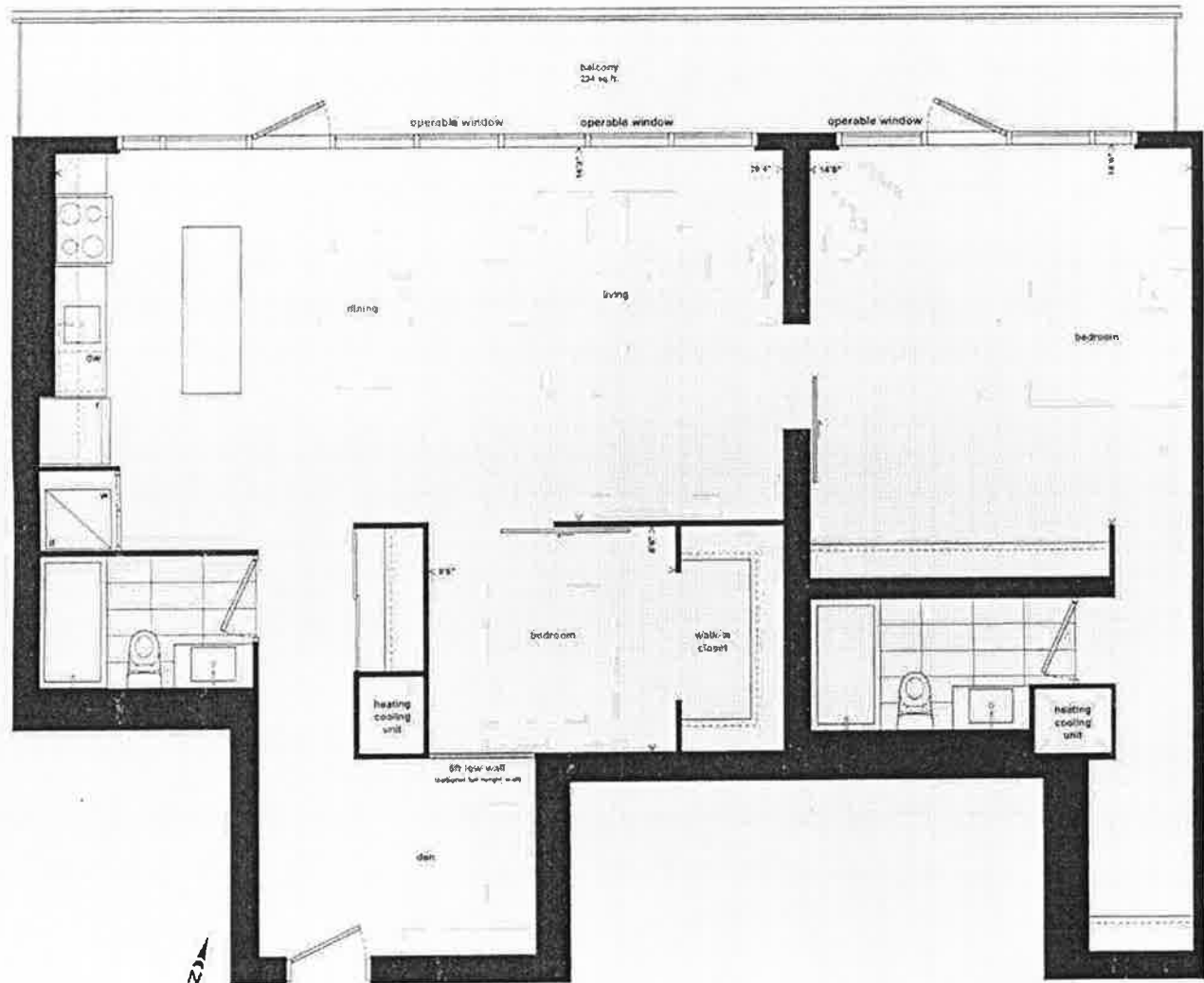
floor 2



glasshouse
skylofts in the city

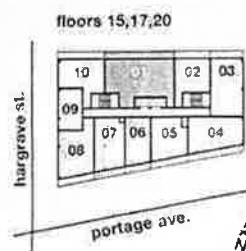
All sizes and specifications are subject to change without notice. © 2009

two bedroom+den
1,271 sq.ft.
 plus 234 sq.ft. balcony



glasshouse
 skylofts in the city

All sizes and specifications are subject to change without notice. E&OE



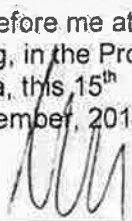
STATUTORY DECLARATION – NOT IN RESPECT OF A CONDOMINIUM CONVERSION

IN THE MATTER OF: THE CONDOMINIUM ACT, C.C.S.M. c.C170 (the "Act")
The condominium declaration respecting the land legally described
as: Lot 2, Plan 55794 WLTO, in RL 1 Parish of St. John (the
"Condominium Declaration")

I, Douglas McKay, of the City of Winnipeg, in the Province of Manitoba, do solemnly declare that:


1. I am the Director of Glasshouse Lofts Inc., the registered owner of the lands and premises described in the attached Condominium Declaration.
2. The attached Condominium Declaration is not in respect of a condominium conversion as defined by the Act.
3. No part of lands and premises described in the attached Condominium Declaration include or form part of a building that, at any time before the registration of the declaration or amendment that created the units, was occupied in whole or in part by any person, including a tenant, other than a person:
 - (a) occupying a proposed unit under an interim occupancy; or
 - (b) occupying the building or any part of it for the sole purpose of marketing the proposed units.
4. I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me at the City
of Winnipeg, in the Province
of Manitoba, this 15th
day of December, 2016.



A Notary Public in and for the
Province of Manitoba

)
)
)
)



Douglas McKay

December 12th, 2016

The Property Registry
276 Portage Ave
Winnipeg, MB
R3C 0B6

Attention: District Registrar

Re: Concordance regarding Plan of Condominium (Deposit No. 1407-2016)
GLASSHOUSE LOFTS CONDOMINIUM
Being Lot 2, Plan 55794
RL 1, Parish of St. John

Dear Sir:

I write this letter to confirm that:

1. The civic address numbering of the suites of the above described Condominium has been completed (each suite number is attached to each corresponding unit entrance door).
2. I have personally superintended the site survey on the 12th day of December, 2016, subsequent to the civic address numbering and
3. The following table (shown on pages 2 and 3) is a correspondence between the unit numbers of the above described Plan of Condominium and the civic addresses/suite numbers:

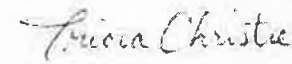
298 Fort Street
Winnipeg, Manitoba
R3C 1E5

180-A, 5th St.
Morden, Manitoba
R6M 1C9

Phone: 204-284-5999
800-665-6609
Fax: 204-452-7877
Web: www.barnesduncan.com

Christian P. Korell, M.L.S., B.Sc.Eng.
Donald F. Shiach, M.L.S.
Jesse P.S. Carels, M.L.S., C.L.S., B.Sc.Eng.
Kelly W. Mantik, M.L.S.
Michael E. Sippola, M.L.S.
Tricia Christie, M.L.S., C.L.S., B.Sc.Eng.
Daniel B.J. Gaulton, M.L.S.
Matthew Skinner, P.Eng.
Brett Carels, P.Eng.

Dated this 12th day of December, 2016


Tricia Christie
Manitoba Land Surveyor

GLASSHOUSE LOFTS CONDOMINIUM – 311 HARGRAVE ST, WINNIPEG, MB

Unit #	Suite #
1	101
2	0207
3	0206
4	0205
5	0204
6	0203
7	0202
8	0201
9	0309
10	0308
11	0307
12	0306
13	0305
14	0304
15	0303
16	0302
17	0301
18	0409
19	0408
20	0407
21	0406
22	0405
23	0404
24	0403
25	0402
26	0401
27	0509
28	0508
29	0507
30	0506
31	0505
32	0504
33	0503
34	0502
35	0501
36	0610
37	0609
38	0608

Unit #	Suite #
39	0607
40	0606
41	0605
42	0604
43	0603
44	0602
45	0601
46	0611
47	0710
48	0709
49	0708
50	0707
51	0706
52	0705
53	0704
54	0703
55	0702
56	0701
57	0711
58	0810
59	0809
60	0808
61	0807
62	0806
63	0805
64	0804
65	0803
66	0802
67	0801
68	0811
69	0910
70	0909
71	0908
72	0907
73	0906
74	0905
75	0904
76	0903

Unit #	Suite #
77	0902
78	0901
79	0911
80	1010
81	1009
82	1008
83	1007
84	1006
85	1005
86	1004
87	1003
88	1002
89	1001
90	1011
91	1110
92	1109
93	1108
94	1107
95	1106
96	1105
97	1104
98	1103
99	1102
100	1101
101	1111
102	1210
103	1209
104	1208
105	1207
106	1206
107	1205
108	1204
109	1203
110	1202
111	1201
112	1211
113	1309
114	1308

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Brett Carels, P.Eng.

Our File: 15-1208



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Morden, Manitoba
R6M 1C9

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Daniel B.J. Gautron, M.L.S.
Matthew Skinner, P.Eng
Brett Carels, P.Eng

Our File: 15-1208

Unit #	Suite #
115	1307
116	1306
117	1305
118	1304
119	1303
120	1302
121	1301
122	1310
123	1410
124	1409
125	1408
126	1407
127	1406
128	1405
129	1404
130	1403
131	1402
132	1401
133	1411
134	1509
135	1508
136	1507
137	1506
138	1505
139	1504
140	1503
141	1502
142	1501
143	1510
144	1610
145	1609
146	1608
147	1607
148	1606
149	1605
150	1604
151	1603
152	1602
153	1601
154	1611
155	1708

Unit #	Suite #
156	1707
157	1706
158	1705
159	1704
160	1703
161	1702
162	1701
163	1709
164	1810
165	1809
166	1808
167	1807
168	1806
169	1805
170	1804
171	1803
172	1802
173	1801
174	1811
175	1910
176	1909
177	1908
178	1907
179	1906
180	1905
181	1904
182	1903
183	1902
184	1901
185	1911
186	2009
187	2008
188	2007
189	2006
190	2005
191	2004
192	2003
193	2002
194	2001
195	2010



**AMENDMENT TO DECLARATION OF
WINNIPEG CONDOMINIUM CORPORATION NO. 989**

WHEREAS the Declaration of Winnipeg Condominium Corporation No. 989 (the "**Corporation**") was registered in the Winnipeg Land Titles Office on the 16th day of February, 2017 as No. 4815206/1 (referred to herein as the "**Declaration**");

AND WHEREAS the Corporation wishes to correct a minor typographical or printing error in accordance with section 25 of *The Condominium Act C.C.S.M. c. C170*;

AND WHEREAS it has been determined that the amendment does not affect any person's rights, interests or obligations;

NOW THEREFORE the Declaration is amended as follows:

1. The "PERCENTAGE INTEREST FOR THE COMMON ELEMENTS, TO RECEIVE CREDIT FOR INTEREST EARNING FROM THE INVESTMENT OF MONIES IN THE RESERVE FUND, TO RECEIVE CREDIT FOR INTEREST RECEIVED FROM OWNERS UPON LATE PAYMENT OF CONTRIBUTIONS TO THE RESERVE FUND, TO CONTRIBUTE TO THE COMMON EXPENSES, TO CONTRIBUTE TO THE RESERVE FUND AND TO HAVE DEBITED WITH AN EXPENDITURE OUT OF MONEY IN THE RESERVE FUND" ascribed to Unit 1 (Suite/ Civic Address 101) in Schedule "C" of the Declaration shall be deleted and replaced with the following: "1.617%".
2. In all other respects the Declaration shall remain the same.

IN WITNESS WHEREOF the Corporation has caused to be executed by the hands of its proper officers, duly authorized in that behalf of this 14th day of March, 2017.

**WINNIPEG CONDOMINIUM
CORPORATION NO. 989**

Per: _____

Name: Douglas McKay
Office: Vice-President

(I have authority to bind the Corporation)