

TO: THE MASTER OF TITLES AT OTTAWA

DECLARATION
PART 1
MANDATORY STATUTORY PROVISIONS

ARTICLE 1

OWNER

DOUGLAS MacDONALD HOMES LIMITED, a company incorporated under the laws of the Province of Ontario, having its head office at 3856 Richmond Road, in the Township of Nepean, in the Regional Municipality of Ottawa-Carleton, in the province of Ontario, declares that it is the owner in fee simple of the lands and premises in the Township of Gloucester, in the Regional Municipality of Ottawa-Carleton, as more particularly described in Schedule "A" hereto.

ARTICLE 11

STATEMENT OF INTENTION

DOUGLAS MacDONALD HOMES LIMITED intends that the said lands and premises and interests appurtenant thereto as described in Schedule "A" hereto as is more particularly described in the Description that is submitted herewith for registration be governed by The Condominium Act, Revised Statutes of Ontario 1970, Chapter 77 and any amendments thereto, hereinafter referred to as "the Act".

ARTICLE 111

CONSENT OF REGISTERED ENCUMBRANCERS

The persons as described in Schedule "C" hereto, each having a registered charge, mortgage, lien or other claim securing the payment of money against the lands and premises as described in the said Description or a part thereof, hereby consent to the submission of the within Declaration for registration.

ARTICLE 1V

PROPORTIONS OF COMMON INTEREST AND CONTRIBUTIONS TO THE COMMON EXPENSES

The land described in the said Description as of the time of registration of this Declaration and thereafter shall be comprised of units (severally hereinafter designated by Number) and of common elements.

The proportions of the interest in the common elements appurtenant to the units shall be the proportion of the common interest of the respective units in the common elements as is hereinafter set forth in Schedule "D" hereto opposite the number designating the respective unit or units.

The expenses of the performance of the objects and duties of the Corporation created upon registration of this Declaration and the said Description (herein after called the "Corporation") together with any expenses hereinafter specified as common expenses shall be common expenses.

The proportions of the common expenses in which the owners of the respective units shall contribute to the common expenses are as is hereinafter set forth in Schedule "D" hereto opposite the number designating the unit or units owned by the respective owner.

ARTICLE V

ADDRESS FOR SERVICE

The address for service shall be 1974 Falkirk Crescent, City of Ottawa, or such other address as the Board may from time to time by resolution designate.

PART 11

MANDATORY REGULATORY PROVISIONS

ARTICLE 1

MONUMENTATION

The monuments controlling the extent of units are fully described in Schedule "B" hereto.

PART 111

PERMISSIVE STATUTORY PROVISIONS

ARTICLE 1

COMMON EXPENSES

Common Expenses, without limiting the definition thereof as ascribed thereto by the Act, shall include the following:

- (a) All expenses of the Corporation incurred by it in the performance of its object and duties whether such objects or duties are imposed under the provisions of the Act or of the within Declaration or performed pursuant any registered By-law of the Corporation;
- (b) All sums of money payable by the Corporation on account of any and all public and private suppliers of insurance coverage, utilities and service (excluding electricity and fuel consumed in the units, which shall be the responsibility of the owners of the said units) including, without limiting the generality of the foregoing, monies payable on account of:
 - insurance premiums
 - water

- waste disposal
 - fuel
 - maintenance materials, tools and supplies
- (c) 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 or replacement of personal property for the use and enjoyment in or about the common elements;
- (d) All sums of money paid or payable by the Corporation for legal, engineer, accounting, auditing, expert appraising, advising, maintenance, manager and secretarial advice and services required by the Corporation in the performance by the Corporation of its objects and duties;
- (e) All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation;
- (f) All sums of money assessed by the Corporation (which sums shall be assessed in the same proportions as the proportions designated for common expenses in Article IV of Part 1 hereof) for collection from the unit or units owners to be set aside in a separate fund (hereinafter called the "Reserve Fund") and to be applied from time to time, in whole or in part, in the absolute discretion of the Corporation to the payment of any expenses the Corporation deems necessary or desirable for the performance of the objects or duties of the Corporation;
- (g) All sums of money payable under Clause (b) of Article VI of Part III hereof;
- (h) All sums of money payable on account of realty taxes (including local improvement charges) levied against the property, until such time as such taxes are levied against each unit;
- (i) The fees and disbursements of the Insurance Trustee, if any;
- (j) The cost of maintaining the fidelity bonds as provided in the By-laws.

ARTICLE 11

EXCLUSIVE USE OF PARTS OF COMMON ELEMENTS

- (a) The owners of Units 1 to 65 both inclusive, shall have the exclusive subject to the provisions of this Declaration, the By-laws of the

Corporation and the rules and regulations passed pursuant thereto, of the parking space designated in the Description and numbered the same as the Unit with the affix "P" shown on Part 1, Sheet 2 of the Description.

- (b) The owners of Units 1 to 65 both inclusive, shall have the exclusive use subject to the provisions of this Declaration, the By-laws of the Corporation and the rules and regulations passed pursuant thereto of the patio space adjoining the Unit at the rear thereof and as designated in the Description and numbered the same as the Unit with the affix "A" shown on Part 1, Sheet 2 of the Description.

No owner shall without the written consent of the Board have access to those parts of the common elements designated by the Board from time to time as utilities areas, building maintenance, storage areas, managers' offices, or any other part of the common elements used for the care or maintenance of the property.

ARTICLE 111

OCCUPATION AND USE OF UNITS AND COMMON ELEMENTS

- (a) Units 1 to 65 both inclusive shall not be occupied by more than one single family and shall be used only as residence for such single family and for no other purpose;
- (b) No unit shall be occupied by anyone whose occupancy shall give rise to the cancellation or the threatened cancellation of any policy of insurance referred to in this Declaration. There shall be no duty imposed upon the Corporation to inquire into the acceptability of the occupier of any unit as an insured on any such policy of insurance;
- (c) If any unit owner shall do or permit anything to be done in the unit and/or common elements or bring or keep anything thereon which will in any way increase the risk of fire or other perils insured against and consequently will increase the premium rate of the policy or policies of insurance, then the unit owner shall pay in his next monthly contribution towards the common expenses after receipt of notice from the Corporation, all increases, in premium in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contribution towards the common expenses and recoverable as such. There shall be no duty imposed upon the Corporation to inquire into any matters which may increase the risk of fire or other perils

insured against;

- (d) No unit owner shall do or permit anything to be done in the unit and/or common elements or bring or keep anything thereon which may give rise to the cancellation or the threatened cancellation of any policy of insurance referred to in this Declaration;
- (e) Nothing herein contained shall prevent and no By-law or house rule shall be made to prevent Douglas MacDonald Homes Limited from completing the buildings and all improvements to the property, remedying defects, maintaining units as models for display and sale purposes and otherwise marketing units and maintaining marketing and/or construction offices, displays and signs, provided that they are in accordance with any applicable by-laws of the municipality in which the property is situated
- (f) Except as herein provided, no part of the common elements shall be used for any purpose other than for such purpose or purposes as are incident to the use of the units as single family private residences. Notwithstanding the foregoing no part of the common elements shall be occupied or used for parking, standing, placing, storing, leaving, leave standing, permitting the leaving of any motorized vehicle including an automobile, snowmobile, bicycle, motorcycle, truck or any other type of vehicle or accommodation including a trailer, bicycle, cart, wagon, boat, houseboat or any other article or thing which the Board may from time to time by By-law passed pursuant to the provisions of Section 10 of the said Act deemed to adversely affect the use of the common elements for residential purposes. The Board, may in the absolute discretion of the Board, upon determining that a part of the common elements have been or are being occupied for a purpose herein prohibited cause such use or occupation to be terminated in such manner as the Board, in its sole discretion, deems necessary, the costs of which shall be borne jointly and severally by the owner of such unit having exclusive use of the part of the common element so affected, where applicable, and the owner of such chattel which is found to be in violation of such prohibited use or occupation. Not herein shall be deemed to prevent the parking of a motor vehicle (as defined from time to time by the Board) in the parking space as provided in Clause (a) of Article 11 of Part III hereof, or such part or parts of the common elements designated by the Board as "general parking".

- (g) 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 element to which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy, remedying any condition which would result in damage to the property, or carrying out any duty imposed upon the Corporation. In the case of an emergency, an agent of the Corporation may enter the unit at any time without notice, for the purpose of correcting any condition which might result in damage or loss to the property. The Corporation or anyone authorized by it may determine whether an emergency exists. If any owner shall not be personally present to grant entry to his unit, the Corporation or its agents may forcibly enter upon such unit without rendering them liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care. The rights and authority hereby reserved to the Corporation, its agents or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any unit except as specifically provided.
- (h) The Board may from time to time designate such part or parts of the common elements as "General Parking" for the use and occupation by such owner or owners, their guests, agents or tenants or such other persons as the Board may from time to time determine for the purpose of parking motor vehicles. The Board may lease any part or parts or all of the parts of the common elements so designated for such period and upon such terms and conditions as the Board may from time to time determine. No part of the said parts of the common elements so designated may be used by any person without the prior consent of the Board.
- (i) The part of the common elements on which is constructed a service building shall be used by the Corporation as the head office of the Corporation and for such maintenance and administrative purposes as the Board may from time to time determine, provided that in no event shall the space be used for residential purposes.

ARTICLE IV

PROVISIONS RESTRICTING GIFTS, LEASES AND SALES
OF THE UNITS AND COMMON ELEMENTS

The provisions of the said Act, this Declaration and the registered By-laws of the Corporation shall apply.

ARTICLE V

THE BOARD OF DIRECTORS

The specification of the number, qualification, nomination, election, term of office, compensation and removal of members of the Board, and the meetings, quorum, functions and officers of the Board shall be specified from time to time by the registered By-laws of the Corporation.

ARTICLE VI

DUTIES OF THE CORPORATION

The duties of the Corporation shall, without limiting the duties imposed under the Act, or this Declaration or performed pursuant to any registered By-law of the Corporation, include the following:

- (a) To settle, adjust, compromise or refer to arbitration any claim or claims which may be asserted by or on behalf of the Corporation or the property or any part thereof;
- (b) Subject to the prior authorization by By-law in each instance, to borrow such amounts from time to time as in its discretion it is necessary or desirable to borrow in order to protect, maintain, preserve, or insure the due and continued operation of the property in accordance with the terms hereof, and to secure any such loan by mortgage, pledge or charge of any of the real or personal property of the Corporation and to add the cost of paying the interest on, and principal of such loan to the common expenses;
- (c) Subject as herein provided, to retain and hold any securities or other property, either real or personal, which shall be received at any time hereunder, whether or not such property be of the character authorized by any law present or future for the investment of trust funds;
- (d) Subject as herein provided, to sell, convey, exchange, give an option or other right to buy, assign or otherwise dispose of any and all real and personal property at any time held hereunder by the Corporation, either at public auction or private sale, for cash or upon credit, s

or unsecured, and at such time or times and in such manner and for such price as the Corporation in its absolute discretion deems advisable, and to make, execute and deliver good and sufficient deeds and conveyances thereof and therefor;

- (e) To employ and pay the compensation of such counsel, engineers, accountants, experts, appraisers, advisers, maintenance and repairmen or other persons as it may deem advisable;
- (f) To enter into such management agreement or agreements with any person, firm or company and on such terms and conditions as the Corporation may in its sole and absolute discretion determine from time to time provided that no such management agreement shall exceed a term of two (2) years including any and all rights of renewal thereof. Notwithstanding the foregoing, the Corporation may in its sole and absolute discretion enter into any agreement or agreements with any public or private supplier of electric power, telephone service or any fuel including oil or gas for the purpose of such supplier repairing, replacing, operating and maintaining the equipment necessary to service such power, telephone service or fuel.
- (g) To lease such part or parts of the common elements as hereinbefore provided in paragraph (h) of Article III of Part III hereof.

ARTICLE VII

MAJORITY TO MAKE BY-LAWS

The provisions of the Act shall apply.

ARTICLE VIII

ASSESSMENT AND COLLECTION OF
CONTRIBUTIONS TOWARD THE
COMMON EXPENSES

The assessment and collection of contributions toward the Common Expenses shall be regulated by the registered By-laws of the Corporation.

ARTICLE IX

MAJORITY REQUIRED TO MAKE SUBSTANTIAL
CHANGES IN THE COMMON ELEMENTS AND
ASSETS OF THE CORPORATION

The provisions of the Act shall apply.

ARTICLE X

SUBSTANTIAL ADDITION, ALTERATION
OR IMPROVEMENT TO OR RENOVATION
OF THE COMMON ELEMENTS

The provisions of Subsections 1 and 2 of Section 14 of the Act shall apply.

ARTICLE XI

OBLIGATION TO REPAIR AND MAINTAIN
UNITS AND COMMON ELEMENTS

(a) Repairs by the Owners:

All repairs to any unit shall be made by the owner of such unit unless the damage to a unit is included in a determination that there has been substantial damage to 25 percent or more of the buildings as provided in Section 17 of the Act. The Corporation shall make any repairs that an owner is obliged to make and are not made within a reasonable time. Should such repairs by the Corporation be made necessary as a result of the failure of an owner to make such repairs, such owner shall be deemed to have consented to having such repairs made by the Corporation and such owner shall be obliged to reimburse the Corporation for the cost of such repairs;

(b) Repairs by the Corporation:

All repairs to the common elements shall be made by the Corporation. The Corporation shall repair all units providing there has been a determination of substantial damage to 25 percent or more of the buildings. The owners who own at least 80 percent of the common elements have voted to repair as provided in Section 17 of the Act;

(c) Maintenance by the Owners:

All maintenance of units shall be made by the respective owners of such units and shall include all exterior and interior glass and screens.

(d) Maintenance by the Corporation:

(i) The Corporation shall maintain the common elements except such glass and screen portions as set out in Article XI(c).

(ii) Notwithstanding the duty imposed upon the owners to maintain their respective units, the Corporation shall as agents for the respective owners, maintain those parts limited to the exterior surfaces of the doors, door frames and window frames situate at the outer limit of the units, the costs of which shall be included as common expenses

(e) Restrictions on Repairs and Maintenance:

No owner shall, unless there is a duty herein provided, repair or maintain any part of the property. In the event an owner either repairs or maintains any part of the property, except where a duty has been imposed upon such owner to repair or maintain, the Corporation shall effect such repairs, maintenance or renovations as the Board may in its sole discretion direct of such repairs or maintenance effected by such owner and such owner shall pay the Corporation for the costs of such repairs, maintenance or renovations.

ARTICLE XII

SPECIFICATION OF PERCENTAGE OF SUBSTANTIAL DAMAGE
TO BUILDING AND OF MAJORITY REQUIRED
TO AUTHORIZE REPAIR

The provisions of the Act shall apply.

ARTICLE XIII

MAJORITY REQUIRED FOR A SALE OF THE PROPERTY
OR OF PART OF THE COMMON ELEMENTS

The provisions of the Act shall apply.

ARTICLE XIV

MAJORITY REQUIRED TO TERMINATE GOVERNMENT OF
THE PROPERTY BY THE ACT

The provisions of the Act shall apply.

ARTICLE XV

OTHER MATTERS CONCERNING THE PROPERTY

(a) Notices:

(i) After Substantial Damage:

Where the Board has determined whether there has been substantial damage to 25 percent or more of the buildings, notice of such determination shall within 10 days thereof be given by registered mail to the owners and mortgagees entered in the register kept for such purpose in accordance with the provisions of By-law No. 1 of the Corporation. Such notice may be combined with the notice to the owners of a meeting of members called for the purpose of voting for repair, or termination of the Condominium Corporation.

(ii) General:

Any notice required or permitted to be given hereunder to an owner shall be properly given if served personally or mailed by prepaid registered

mail to such owner at the address entered in the register kept for such purpose in accordance with the provision of By-law No. 1 of the Corporation, and if served personally shall be deemed to have been given on the date of such service, and if mailed, shall be deemed to have been given on the date next following the mailing thereof at a post office in the Regional Municipality of Ottawa-Carleton. Any notice required or permitted to be given to the Corporation shall be properly given if delivered or mailed by prepaid registered post to the Corporation at 1974 Falkirk Crescent

City of Ottawa

or such address as may from time to time be determined by resolution of the Board, a copy of which has been duly registered, and such notice shall be deemed to have been given on the date so delivered or on the day next following the mailing thereof in the said Regional Municipality of Ottawa-Carleton.

(b) Additions, Alterations or Improvements by Owners:

No owner shall make any structural change in or to his unit or units or any change to an installation upon the common elements, maintain, decorate, alter or repair any part of the common elements without the prior written consent thereto of the Board. Any such change shall, if approved by the Board, be made in accordance with the provisions of all relevant municipal and other governmental by-laws, rules and regulations, or ordinances, and in accordance with the conditions, if any, of such approval by the Board.

(c) Insurance:

(1) The Corporation shall be required to obtain and maintain to the extent obtainable by the Board from the Insurance industry the following insurance:

(aa) Insurance (under a policy which may be subject to a loss deductible clause) against damage by fire and extended coverage and such other perils as the Board may from time to time deem advisable, in an amount equal to the full replacement cost, without deduction for depreciation, insuring,

(i) the property excluding the units

(ii) personal property owned by the Corporation, but not including furnishings, furniture or other personal property supplied or installed by the owners.

(bb) Insurance against damage by fire and extended coverage and such other perils as the Board may from time to time deem advisable, insuring the units as they existed at the date of registration of this Declaration and excluding any improvements made by the owners, in an amount equal to the full replacement cost of such units without deduction for depreciation.

Providing there has been a determination by the Board of substantial damage to at least 25 percent of the buildings, such policy or policies of insurance shall provide that loss shall be payable to the Insurance Trustee, and the Corporation shall have the exclusive right to adjust any loss with the insurer and the owner of a damaged unit shall be bound by such adjustment.

In the event that:

(i) the Corporation is obliged to repair any unit insured the Insurance Trustee shall hold all proceeds for the Corporation and pay the same to the Corporation in order to satisfy its obligation to make such repairs;

(ii) there is no obligation by the Corporation to repair any unit in accordance with the provisions of Section 17 (2) of the Act, and there is termination in accordance with the provisions of Section 18 of the Act or otherwise the Insurance Trustee shall hold all proceeds from all policies of insurance obtained by the Corporation under this Article and in force for the owners in such proportions upon registration of a notice of termination by the Corporation;

Notwithstanding anything to the contrary herein contained, any proceeds payable by the Insurance Trustee to the owners in accordance with the provisions of this sub-paragraph (bb)(ii) shall be subject to payment in favour of any mortgagees to whom such loss shall be payable in such policy of insurance, and in satisfaction of any liens registered by the Corporation against such unit.

(cc) Public liability and property damage insuring the liability of the Corporation with limits to be determined by the Board but in no event for less than ONE MILLION DOLLARS (\$1,000,000.00).

(dd) Such policy or policies of insurance shall provide that loss shall be payable to the Insurance Trustee.

(2) All policies of physical damage insurance placed as herein provided shall to the extent obtainable, be endorsed to provide the following:

(aa) The insured shall be described as the Corporation and the owners from time to time as their respective interest may appear;

bb) The insurer shall waive subrogation against the Corporation and the owners, except for arson and fraud;

cc) Such policies shall not be cancelled or substantially modified by the insurer without at least sixty (60) days prior written notice to all parties appearing on such policies as having an interest therein and to the Insurance Trustee;

(dd) Such policies shall not be void or voided by reason of any act or omission by the insured or any of them not a breach of any statutory condition by the insured or any of them;

(ee) The insurer shall forthwith, at the request of any mortgagee having an interest in the whole or any part of the property, provide such mortgagee with either a duplicate original or a certified copy of such policies together with certified copies of all endorsements thereon;

(ff) The insurer shall provide each first mortgagee with either a duplicate original or certified copy of such policies together with certified copies of all endorsements thereon or with a

sub-policy or with a certificate of insurance;

(gg) The insurer shall, not later than ten (10) days prior to the date upon which such a policy expires, deliver to the Corporation and first mortgagee either a certificate certifying that such policy has been renewed or the original or a certified copy of such new policy of insurance as may have been issued to replace such policy;

(hh) Any coverage provided or moneys payable under any such policies shall not be brought into contributions with any coverage or moneys payable under any insurance purchased by a unit owner or mortgagee;

(ii) Subject to the provisions of sub-paragraph (c) (1)(bb) of this Article, such policy shall provide that loss shall be payable to the Corporation and the Insurance Trustee where such loss exceeds the sum of TEN THOUSAND DOLLARS (\$10,000.00) otherwise loss shall be payable to the Corporation;

(jj) Providing there has been a determination by the Board of substantial damage to at least 25 percent of the Building and there is termination in accordance with the provisions of Section 18 of the Act, the insurer shall waive statutory condition number 13 allowing it to repair, rebuild or replace the property instead of making payment.

Prior to obtaining any policy of insurance or any renewal thereof the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the property, for the purpose of determining the amount of insurance to be effected pursuant to this Article the cost of such appraisal shall be a common expense.

(3) By the Owner:

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

(a) Insurance on any additions or improvements made by the owner to his unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupancy of his unit in the event of damage, which policy or policies of insurance shall contain waiver of subrogation against the Corporation, its manager,

employees and servants, and against the other owners and any members of their household, except for vehicle impact, arson and fraud.

(b) Public liability insurance covering any liability of any owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.

(4) Insurance Trustee:

The Board on behalf of the Corporation shall enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under the Loan and Trust Corporations Act and having a capital surplus and undivided profits of at least \$10,000,000.00 or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:

(aa) the receipt by the Insurance Trustee of any proceeds of insurance payable to the Corporation where such proceeds exceed the sum of TEN THOUSAND DOLLARS (\$10,000.00);

(bb) receipt by Insurance Trustee of any proceeds of insurance payable to the Insurance Trustee as required by sub-paragraph (c)(1)(bb) of this Article;

(cc) the holding of such proceeds in trust for those entitled thereto;

(dd) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust agreement;

In the event that the Board is unable to enter into such agreement with such Trust Company or such Chartered Bank by reason of their refusal to act the Board may enter into such agreement with such other Corporation authorized to act as a Trustee, as in its discretion the Board may deem advisable. The Corporation shall pay the fees and disbursements of any insurance trustee and any such fees and disbursements shall constitute a common expense.

(d) Indemnification:

(1) Each owner shall indemnify the Corporation against any loss, cost, damage or injury caused to the common elements because of the act or omission of such owner or the residents of his unit or units or by any guest of such owner or resident except for any loss, cost, damage or injury insured against by the Corporation save and except for wilful damage. The Corporation shall have the same remedies for non-payment of such indemnification as it has to collect common expense levies.

(2) The Corporation shall indemnify and save harmless the owner of each unit from any losses, damages or liabilities whatsoever which the owner may suffer or incur with respect to any damage done to the unit as the result of the negligence or wilful act of the agents, servants or independent contractors of the Corporation or for any damage to the unit substantially resulting from the repair or maintenance by the Corporation of the common elements, provided that notwithstanding anything hereinbefore contained, the owner agrees to look solely to the funds received from the insurer of the public liability and property damage insurance in the event of such loss.

(e) Units Subject to Declaration, By-laws, Rules and Regulations:

(1) All present and future owners, tenants and residents of units shall be subject to and shall comply with the provisions of the Declaration, the By-laws and the Rules and Regulations. The acceptance of a deed of transfer or the entering into a lease or the entering into occupancy of any unit shall constitute an agreement that the provisions of this Declaration, the By-laws and the Rules and Regulations as they may be amended from time to time are accepted and ratified by such owner, tenant or resident and all of such provisions shall be deemed and taken to be covenants running with the lands and shall bind any person having at any time, any interest or estate in such unit as though such provisions were recited and stipulated in full in each and every such deed or transfer or lease.

(2) For the purposes of this Section if an owner desires to lease his premises, then he shall furnish to the Corporation an undertaking signed by the Lessee that the Lessee and other residents of the unit will comply with the provisions of the Act, the Declaration, the By-laws and the Rules and Regulations relating to the use of the unit and common elements. The owner making a lease shall not be relieved thereby from any of his obligations which shall be joint and several with his Lessee.

(f) Expropriation:

(1) Total Expropriation:

In the event of expropriation of the whole of the property, the compensation to be paid for the whole of the property shall be negotiated:

finalized by the Corporation subject to the ratification of such compensation by the owners of 75 percent of the common interest at a special meeting called for the purpose, whether or not proceedings are necessary, and the compensation less expenses involved, if any, in obtaining the said compensation, shall be distributed among the unit owners in proportion to their interest in the common elements.

(2) Part of Common Elements Only Taken:

If no units are affected by the 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 shall be distributed among the owners in proportion to their interest in the common elements.

(g) Invalidity:

The Invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity and enforceability or effect of the remainder of this Declaration and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

(h) Waiver:

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

(i) Gender:

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

(j) Headings:

The headings in the body of this Declaration form a part of the Declaration but shall be deemed to be inserted for convenience of reference or

(k) Voting Rights of Mortgagee or Chargee:

Where a mortgage or charge registered against the title to either all units or a unit and the interest of the common elements appurtenant to the unit so provides, the mortgagee or chargee shall have the right to

- (1) exercise all voting rights of the owner or owners from time to time of the unit;
- (2) revocably authorize the owner or owners from time to time of the unit to vote in the place and stead of the mortgagee or chargee; provided that such rights may be exercisable only by the mortgagee or chargee having first title priority over any other mortgagee or chargee of the relevant unit.

Any notice required to be given by the Corporation to an owner shall also be given to every mortgagee on record in like manner provided such mortgagee is entered in the Register kept for such purpose in accordance with the provisions of By-law No. 1 of the Corporation 12 days before the date of the meeting.

(l) Common Expense Statement:

The Corporation shall, upon demand by a registered encumbrancer, a unit owner or the agent of such owner, provide within ten (10) days of receipt of such demand, a Statement of such owner's liability to or equity in the common expense account as at the most recent date for payment of common expense levies. The Board shall from time to time establish the fee to be paid for every such statement provided.

(m) Reserve Fund Investments:

Pending application of the Reserve Fund, the Corporation shall cause the same to be deposited in a separate account with a Chartered Bank Trust Company or to be invested in securities in which Trust funds may be invested under the applicable statute law of the Province of Ontario or partly deposited in one or more such accounts and partly invested in such securities as the Corporation may in its absolute discretion determine from time to time, and any income from such deposits and securities shall be added to the capital of the Reserve Fund.

(n) Costs:

All costs, charges and expenses and all solicitors' charges (as between a solicitor and his client) which may be incurred by the Corporation taking any action, including the institution of an action or summary proceeding against an owner, shall immediately become due and payable by such owner and may be added to and recovered in the same manner as the recovery of an owner's default in his obligations to contribute to the Corporation towards the Common Expenses.

(o) Power of the Corporation:

Unless otherwise provided all powers conferred upon the Corporation may be exercised by the Board of Directors of the Corporation.

(p) Definitions:

The definitions as determined in the said The Condominium Act, Revised Statutes of Ontario 1970, Chapter 77 as amended, shall apply to all words and phrases hereof where applicable.

(q) Interpretations:

The provisions of The Interpretations Act, R.S.O. 1970, Chapter 225 as amended shall apply to the interpretation of all words and phrases hereof.

THIS DECLARATION is made pursuant to
The Condominium Act, R.S.O. 1970,
Chapter 77.

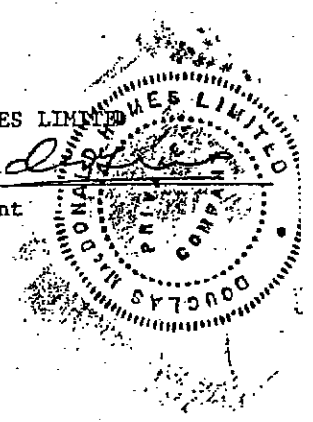
DATED AT OTTAWA this 17th day of October, 1978

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

DOUGLAS MacDONALD HOMES LIMITED

Per: 

Vice-President



The Condominium Act

CONSENT UNDER CLAUSE B OF SUBSECTION 1
OF SECTION 3 OF THE ACT

THE BANK OF NOVA SCOTIA having a registered
encumbrance within the meaning of clause B of subsection 1 of section 3 of
The Condominium Act registered as Number 178436 in the Land Registry Office
for the Land Titles Division of Ottawa Number 4 hereby consents to the registrar
of this declaration pursuant to The Condominium Act against the land or interest
appurtenant to the land described in the description.

Dated at Ottawa this 24th.
day of October, 1978.

THE BANK OF NOVA SCOTIA

Per [Signature]
General Manager
Per [Signature]
Secretary



BNS Document
No. 26/13/78
Approved for
Execution

SCHEDULE "A"

ALL AND SINGULAR those certain parcels or tracts of lands and premises situate, lying and being in the Township of Gloucester in the Regional Municipality of Ottawa-Carleton in the Province of Ontario and being more particular described as follows:

FIRSTLY:

Part of Block D on Registered Plan 890, Township of Gloucester, Regional Municipality of Ottawa-Carleton designated as Part 1 on a Plan of Survey of Record in the Land Registry Office No. 4 for the Land Titles Division of Ottawa-Carleton as Plan Number 4R-1695.

SECONDLY: Part of Block C on Registered Plan 890, Township of Gloucester, Regional Municipality of Ottawa-Carleton designated as Part 2 on a Plan of Survey of Record in the Land Registry Office No. 4 for the Land Titles Division of Ottawa-Carleton as Plan 4R-2504

and being the whole of Parcel C-3 in the Register for Section 890. *AP*

SCHEDULE "B"

MONUMENTATION

The monuments which control the extent of the units, are the physical surfaces hereinafter referred to:

HORIZONTAL BOUNDARIES OF UNITS ARE:

- a) The lower boundary of the unit is the upper surface of the poured concrete floor slab.
- b) The upper boundary of the unit is the upper surface of the drywall ceiling on the upper floor.
- c) Where the top floor protrudes, the lower boundary of the unit will be the upper line and face of the 2" x 8" floor joists.
- d) In the vicinity of the recessed entryway (certain units only) the upper boundary of the unit is the lower surface of the precast concrete step below the entryway and the lower boundary of the unit is the upper line and face of the 2" x 8" floor joists above such entryway.

VERTICAL BOUNDARIES OF UNITS ARE:

- a) The interior face of the poured concrete foundation wall in the basement and the unit side line and face of the 2" x 4" studs forming exterior walls and walls dividing the units.
- b) The above boundaries of a) are produced across openings for windows and doors leading out of the unit.

Notwithstanding the foregoing, the unit shall not include such pipes, wires, conduits, ducts, flues or public utility lines within the unit which serve other units in the Condominium as well as that of the Owner.

SCHEDULE "C"

ENCUMBRANCER

REGISTERED INSTRUMENT NUMBER

THE BANK OF NOVA SCOTIA

178436

SCHEDULE "D"

<u>UNIT NUMBER</u>	<u>LEVEL NUMBER</u>	<u>PROPORTION OF COMMON INTEREST AND CONTRIBUTION OF COMMON EXPENSES IN PERCENTAGES</u>
1	1	1.53846%
2	1	1.53846%
3	1	1.53846%
4	1	1.53846%
5	1	1.53846%
6	1	1.53846%
7	1	1.53846%
8	1	1.53846%
9	1	1.53846%
10	1	1.53846%
11	1	1.53846%
12	1	1.53846%
13	1	1.53846%
14	1	1.53846%
15	1	1.53846%
16	1	1.53846%
17	1	1.53846%
18	1	1.53846%
19	1	1.53846%
20	1	1.53846%
21	1	1.53846%
22	1	1.53846%
23	1	1.53846%
24	1	1.53846%
25	1	1.53846%
26	1	1.53846%
27	1	1.53846%
28	1	1.53846%
29	1	1.53846%
30	1	1.53846%
31	1	1.53846%
32	1	1.53846%

cont'd

SCHEDULE "D"

<u>UNIT NUMBER</u>	<u>LEVEL NUMBER</u>	<u>PROPORTION OF COMMON INTEREST AND CONTRIBUTION OF COMMON EXPENSES IN PERCENTAGES</u>
33	1	1.53846%
34	1	1.53846%
35	1	1.53846%
36	1	1.53846%
37	1	1.53846%
38	1	1.53846%
39	1	1.53846%
40	1	1.53846%
41	1	1.53846%
42	1	1.53846%
43	1	1.53846%
44	1	1.53846%
45	1	1.53846%
46	1	1.53846%
47	1	1.53846%
48	1	1.53846%
49	1	1.53846%
50	1	1.53846%
51	1	1.53846%
52	1	1.53846%
53	1	1.53846%
54	1	1.53846%
55	1	1.53846%
56	1	1.53846%
57	1	1.53846%
58	1	1.53846%
59	1	1.53846%
60	1	1.53846%
61	1	1.53846%
62	1	1.53846%
63	1	1.53846%
64	1	1.53846%
65	1	1.53856%

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">1127128</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">CERTIFICATE OF RECEIPT</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">RÉCEPISSE</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">OTTAWA-CARLETON (4)</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">'98 06 16 11 32</p>	(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 4 pages	
	(3) Property Identifier(s)	Block 15150 15160	Property 0001 to 0064 incl. 0001 to 0065 incl.	Additional See Schedule
	(4) Nature of Document NOTICE OF AGREEMENT (Under Section 71 of the Land Titles Act)			
	(5) Consideration ONE 00/100 Dollars \$ 1.00			
	(6) Description All of the units and appurtenant common interests in property elements comprising the Carleton Condominium Plan No. 150 City of Gloucester, Regional Municipality of Ottawa-Carleton All of the units and appurtenant common interests in property elements comprising the pro Carleton Condominium Plan No. 160 City of Gloucester, Regional Municipality of Ottawa-Carleton Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) at Ottawa.			
	(7) This Document Contains:		(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedules for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>
	New Property Identifiers		Additional: See Schedule <input type="checkbox"/>	
Executions		Additional: See Schedule <input type="checkbox"/>		

(8) This Document provides as follows:

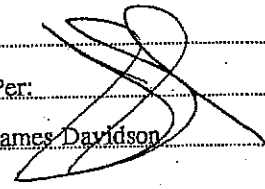
TO: The Land Registrar for the Land Titles Division of Ottawa-Carleton (No. 4)

CARLETON CONDOMINIUM CORPORATION NO. 150, having an unregistered estate, right, interest or equity in the land registered as Property Identifier Number 15150 0001 to 0064, inclusive, hereby applies and Section 71(1) of the Land Titles Act for the entry in the Register of a Notice of Agreement, dated May 15, 1998 and made between CARLETON CONDOMINIUM CORPORATION NO. 150 and CARLETON CONDOMINIUM CORPORATION NO. 160. *registered in the name of Carleton Condominium Corporation No. 160 on behalf of the registered owners*

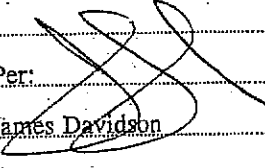
~~CARLETON CONDOMINIUM CORPORATION NO. 160, having an unregistered estate, right, interest or equity in the land registered as Property Identifier Number 15160 0001 to 0065, inclusive, hereby applies and Section 71(1) of the Land Titles Act for the entry in the Register of a Notice of Agreement, dated May 15, 1998 and made between CARLETON CONDOMINIUM CORPORATION NO. 150 and CARLETON CONDOMINIUM CORPORATION NO. 160. *registered in the name of Carleton Condominium Corporation No. 160 on behalf of the registered owners*~~

The evidence in support of this application consists of the Agreement dated May 15, 1998. Continued on Schedule

(9) This Document relates to Instrument number(s)

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
CARLETON CONDOMINIUM CORPORATION NO. 150 on behalf of the registered owners by its solicitors, Nelligan/Power	Per:  James Davidson	1998 06 12

(11) Address for Service: c/o 1900 - 66 Slater Street, Ottawa, Ontario, K1P 5H1

(12) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
CARLETON CONDOMINIUM CORPORATION NO. 160 on behalf of the registered owners by its solicitors, Nelligan/Power	Per:  James Davidson	1998 06 12

(13) Address for Service: c/o 1900 - 66 Slater Street, Ottawa, Ontario, K1P 5H1

(14) Municipal Address of Property Multiple	(15) Document Prepared by: NELLIGAN/POWER Box 241 Suite 1900 66 Slater Street Ottawa, Ontario K1P 5H1 James Davidson	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">Fees and Tax</th> </tr> <tr> <td>Registration Fee</td> <td></td> </tr> <tr> <td> </td> <td></td> </tr> <tr> <td> </td> <td></td> </tr> <tr> <td>Total</td> <td></td> </tr> </table>	Fees and Tax		Registration Fee						Total	
Fees and Tax												
Registration Fee												
Total												

THIS AGREEMENT dated this 15 day of May, 1998.

BETWEEN:

CARLETON CONDOMINIUM CORPORATION NO. 150

(Herein called "CCC #150")

AND:

CARLETON CONDOMINIUM CORPORATION NO. 160

(Herein called "CCC #160")

WHEREAS:

- I. There is a common boundary between the lands which comprise Carleton Condominium Plan No. 150 and Carleton Condominium Plan No. 160. The two condominiums are adjacent to one another.
- II. CCC #150 and CCC #160 have together constructed a playground (herein called the "Playground") which lies partly on the CCC #150 lands and partly on the CCC #160 lands. That is, the Playground straddles the boundary between the two condominiums.
- III. The Playground comprises the following features:
 - a) a wooden play structure;
 - b) a swing set;
 - c) a slide.These features are herein called the "Playground Structures".
- IV. CCC #150 and CCC #160 wish to confirm their shared rights and responsibilities with respect to the Playground and the Playground Structures.

Accordingly, in consideration of the mutual covenants contained herein, each corporation on its own behalf and on behalf of the owners of the units therein, from time to time, covenants and agrees with the other as follows:

1. Use of Playground and Playground Structures

The residents of CCC #150 and the residents of CCC #160 shall be entitled to make reasonable use of the Playground (including the Playground Structures), subject to the Playground Rules and any other relevant Rules of either condominium corporation.

2. Sharing of Costs and Liability

CCC #150 and CCC #160 shall equally share all expenses for the operation, inspection, maintenance, repair and replacement of the Playground (including the Playground Structures).

The condominium corporations shall share equally all liabilities and obligations with respect to the Playground (including the Playground Structures).

3. Administration

There shall be a Committee comprised of two (2) directors from each of CCC #150 and CCC #160 (for a total of 4 Committee members)(herein called the "Committee"), which shall be responsible for the administration of the Playground. The Boards of each of CCC #150 and

CCC #160 shall, by resolution, designate the two committee members from the respective condominiums. The Committee shall meet at least annually, on a date or dates to be determined by agreement between CCC #150 and CCC #160. The Committee procedures shall otherwise be established by agreement between the condominium corporations.

Without limiting the generality of the foregoing, the Committee shall:

- (a) establish an annual budget for the operation and maintenance of the Playground (including the Playground Structures);
- (b) establish a reserve fund for long-term repair and replacement of the Playground Structures, in accordance with the *Condominium Act*;
- (c) make the necessary arrangements for maintenance and repair of the Playground (including the Playground Structures);
- (d) establish rules (herein called "Playground Rules") relating to the use of the Playground, which must then be passed by each of the condominium corporations in accordance with the *Condominium Act*;
- (e) obtain and maintain insurance, in the names of CCC #150 and CCC #160, in accordance with the *Condominium Act*, covering the following risks:
 - (i) the risk of damage to the Playground (including the Playground Structures);
 - (ii) the risk of liability to either or both of the condominium corporations with respect to the Playground (including the Playground Structures).
- (f) deal with any proposed changes to the Playground (including the Playground Structures), provided that any required approving votes from the owners in each of the condominiums are also obtained for these purposes.

4. Term and Termination

This Agreement shall be for a term of twenty (20) years, commencing the 15 day of May, 1998, and ending on the 14 day May, 2018. During the term of this Agreement, either condominium corporation may terminate the Agreement, without cause, upon one (1) year's written notice to the other condominium corporation.

Upon termination of this Agreement, any necessary payments shall be made by the condominium corporations, or adjustments shall be made as between the condominium corporations, so as to ensure that there is equal treatment of the two condominium corporations with respect to the Playground.

This Agreement may be renewed or extended by further written agreement between the condominium corporations.

5. Arbitration

The condominium corporations agree to submit to arbitration any dispute respecting the interpretation or application of this Agreement.

6. General

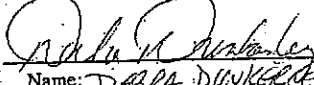
- (a) The condominium corporations agree to execute and deliver such further and other instruments, agreements and writings and do and perform and cause to be done and performed such further and other acts and things that may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

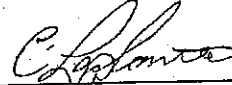
- (b) This Agreement shall ensure to the benefit of and be binding upon the parties hereto, their respective successors and assigns and all the owners from time and time of the units and common elements of the respective lands.
- (c) If any term, covenant or condition of this Agreement to any extent is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term, covenant and condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.
- (d) This Agreement shall not be modified or amended except by instrument in writing signed by the parties or by their permitted successors or assigns.
- (e) All words and terms employed in this Agreement shall have the meanings and definitions ascribed to them in the *Condominium Act*.
- (f) All references to the parties shall include their respective owners, managers, employees, agents, workers, contractors, residents, tenants, invitees and administrators.

IN WITNESS WHEREOF the parties have hereunto affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

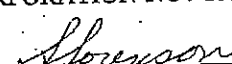
SIGNED, SEALED AND DELIVERED)


CARLETON CONDOMINIUM CORPORATION NO. 150

Per: 
 Name: DEBRA DUNKLELEY
 Title: PRESIDENT

Per: 
 Name: C. LAPLANTE
 Title: SEC

CARLETON CONDOMINIUM CORPORATION NO. 160

Per: 
 Name: S. SORENSON
 Title: PRESIDENT

Per: 
 Name: L. THEORET
 Title: SECRETARY

THIS AGREEMENT dated this 15 day of May, 1998.

BETWEEN:

CARLETON CONDOMINIUM CORPORATION NO. 150

(Herein called "CCC #150")

AND:

CARLETON CONDOMINIUM CORPORATION NO. 160

(Herein called "CCC #160")

WHEREAS:

- I. There is a common boundary between the lands which comprise Carleton Condominium Plan No. 150 and Carleton Condominium Plan No. 160. The two condominiums are adjacent to one another.
- II. CCC #150 and CCC #160 have together constructed a playground (herein called the "Playground") which lies partly on the CCC #150 lands and partly on the CCC #160 lands. That is, the Playground straddles the boundary between the two condominiums.
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- (d) establish rules (herein called "Playground Rules") relating to the use of the Playground, which must then be passed by each of the condominium corporations in accordance with the *Condominium Act*;
- (e) obtain and maintain insurance, in the names of CCC #150 and CCC #160, in accordance with the *Condominium Act*, covering the following risks:
 - (i) the risk of damage to the Playground (including the Playground Structures);
 - (ii) the risk of liability to either or both of the condominium corporations with respect to the Playground (including the Playground Structures).
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Upon termination of this Agreement, any necessary payments shall be made by the condominium corporations, or adjustments shall be made as between the condominium corporations, so as to ensure that there is equal treatment of the two condominium corporations with respect to the Playground.

This Agreement may be renewed or extended by further written agreement between the condominium corporations.

5. Arbitration

The condominium corporations agree to submit to arbitration any dispute respecting the interpretation or application of this Agreement.

6. General

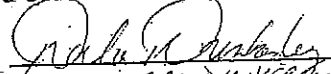
- (a) The condominium corporations agree to execute and deliver such further and other instruments, agreements and writings and do and perform and cause to be done and performed such further and other acts and things that may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

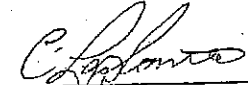
- (b) This Agreement shall ensure to the benefit of and be binding upon the parties hereto, their respective successors and assigns and all the owners from time and time of the units and common elements of the respective lands.
- (c) If any term, covenant or condition of this Agreement to any extent is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term, covenant and condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.
- (d) This Agreement shall not be modified or amended except by instrument in writing signed by the parties or by their permitted successors or assigns.
- (e) All words and terms employed in this Agreement shall have the meanings and definitions ascribed to them in the *Condominium Act*.
- (f) All references to the parties shall include their respective owners, managers, employees, agents, workers, contractors, residents, tenants, invitees and administrators.

IN WITNESS WHEREOF the parties have hereunto affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

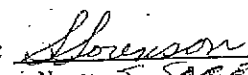
SIGNED, SEALED AND DELIVERED)

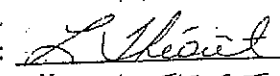
CARLETON CONDOMINIUM CORPORATION NO. 150

Per: 
 Name: DEBRA DUNKLEY
 Title: PRESIDENT

Per: 
 Name: C. LAPLANTE
 Title: SEC

CARLETON CONDOMINIUM CORPORATION NO. 160

Per: 
 Name: S. SORENSON
 Title: PRESIDENT

Per: 
 Name: L. THEORET
 Title: SECRETARY