

DECLARATIONMADE PURSUANT TO THE CONDOMINIUM ACT, R.S.O. 1980, CH. 84

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of the Condominium Act, R.S.O. 1980, Chapter 84, and the regulations made thereunder (all of which are hereinafter referred to as the "Act"), BY:

CANOTEK DEVELOPMENTS CORPORATION, a company
incorporated under the laws of the Province of
Ontario

Hereinafter called the "Declarant"

WHEREAS the Declarant is the owner in fee simple of the lands and premises situate in the City of Gloucester, in the Regional Municipality of Ottawa-Carleton and being more particularly described in Schedule "A" and in the description submitted herewith by the Declarant for registration in accordance with Section 4 of the Act;

AND WHEREAS the Declarant has constructed on the lands described in Schedule "A", two (2) buildings containing forty-five (45) industrial units;

AND WHEREAS the Declarant intends that the said lands together with the said buildings situated thereon shall be governed by the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE ONE - INTRODUCTION

Section 1.01 **Interpretation.** The terms used herein shall have ascribed to them the meaning contained in The Condominium Act, R.S.O. 1980, Ch. 84.

Section 1.02 **Statement of Intention.** The Declarant intends that the lands and premises described in Schedule "A" be governed by the Act, and any amendments thereto.

Section 1.03 **Consent of Encumbrancers.** The consent of all persons having registered encumbrances against the land or interest appurtenant to the land described in Schedule "A" is contained in Schedule "B" attached hereto.

Section 1.04 **Boundaries of Units and Monuments.** The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of the units in Schedule "C" attached hereto.

Section 1.05 **Common Interests and Common Expenses.** Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners and shall contribute to the common expense in the proportions set forth opposite each unit number in Schedule "D" attached hereto. The total of the proportions of the common interests shall be one hundred percent (100%).

Section 1.06 **Address for Service.** The Corporation's address for service and mailing address shall be:

5350 Canotek Road
Unit 27
Gloucester, Ontario
K1Y 8Y8

or such other address as the corporation may by by-law determine.

ARTICLE TWO - COMMON EXPENSES

Section 2.01 **Payment of Common Expenses.** Each owner, including the Declarant, shall pay to the Corporation his proportionate share of the common expenses, as may be provided for by the by-laws of the

- e) the fees and disbursements of the Management Company;
- f) the cost of furniture and equipment for use in and about the common elements including the repair, maintenance or replacement thereof;
- g) the cost of repairing and maintaining the common elements;
- h) the cost of legal, accounting, auditing and engineering services or other professional advice and services required by the Corporation in the performance by the Corporation of its duties and powers;
- i) the fees and disbursements of the Insurance Trustee;
- j) the cost of maintaining fidelity bonds as provided in the By-laws;
- k) the cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation.

Corporation, and the assessment and collection of contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the Corporation.

The common expenses shall be the expenses of the performance of the objects and duties of the Corporation and without limiting the generality of the foregoing, shall include such other expenses as are listed in Schedule "E" attached hereto.

Notwithstanding the said Schedule "E", to the end that the Corporation not incur large unfunded financial obligations or a large indebtedness without the specific consent of the owners, common expenses exclude monies required to be raised:

- (a) to pay for any undertaking which costs more than Ten Thousand Dollars (\$10,000.00) and is not required by law, or
- (b) to repay or pay the costs of any borrowing of money which is in excess of Five Thousand Dollars (\$5,000.00) or raises the outstanding indebtedness of the Corporation to more than Ten Thousand Dollars (\$10,000.00),

unless the undertaking and its cost or the borrowing and its cost, respectively as the case may be, have received separate approval by a majority of the owners at a meeting duly called for obtaining such approval.

ARTICLE THREE - COMMON ELEMENTS

Section 3.01 Use of Common Elements.

- (a) Subject to the provisions of the Act, this Declaration and the By-laws, and any rules and regulations passed pursuant thereto, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.

(b) The owners shall have the right to install night depositories, awnings, heating and air-conditioning units, venting and ducts and signs that may encroach on the common elements and the owner thereof shall have the right to install, repair and/or remove same at their sole and unfettered discretion, provided same comply with applicable government laws, by-laws and regulations and do not materially affect the structural or aesthetic integrity of the building and the signs are consistent with those in place at the time of registration hereof. The owners shall also have the right to trim trees and shrubs on the common elements which may encroach on his night depositories, awnings, heating and air-conditioning units, venting, ducting and signs.

Section 3.03 Restrictive Access. Without the consent in writing of the board, no owner shall have any right of access to those parts of the common elements used from time to time as utilities areas, building maintenance storage areas, operating machinery, or any other parts of the common elements used for the care, maintenance or operation of the property. Provided, however, that this paragraph shall not apply to any first mortgagee holding mortgages on at least ten percent (10%) of the units who shall have a right of access for inspection upon forty-eight (48) hours' notice to the Corporation.

Section 3.04 Substantial Change to Property.

(a) The Corporation may by a vote of members, who own eighty percent (80%) of the units, make any substantial additions, alterations or improvements to, or renovation of the common elements, or make any substantial change in the assets of the Corporation.

(b) For this purpose, any addition, alteration or improvement to, or renovation of the common elements, or any change in the assets of the Corporation shall be deemed to be substantial if the cost of such additions, alteration or improvement to

or renovations of the common elements or change in the assets is in excess of ten percent (10%) of the current annual budget.

- (c) The Corporation may by a vote of majority of the members 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.

ARTICLE FOUR - UNITS

Section 4.01 **Occupation and Use.** The occupation and use of the units shall be in accordance with the following restrictions and stipulations:

- (a) Units shall be occupied and used for any professional, business, commercial or industrial purpose not otherwise prohibited by law; and in conformity with the zoning by-laws of the Corporation of the City of Gloucester.
- (b) The provisions of subparagraph (a) shall not prevent the Declarant from completing the building and all improvements to the property, maintaining units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs until all units have been sold by the Declarant.
- (c) No unit shall be occupied or used by anyone in such a manner as to result in the cancellation or threat of cancellation, of any policy of insurance referred to in this Declaration.
- (d) The owner of each unit shall comply and shall require all employees, customers and visitors to his unit to comply with the Act, this Declaration, and the rules and regulations passed pursuant thereto.
- (e) 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, the employees of my company or business, my guests, customers and my invitees 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."

- (f) No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the owner is in default of payment of common expenses, in which case the tenant shall deduct, from the rent payable to the owner, the owner's share of the common expenses, and shall pay the same to the Corporation.
- (g) Any owner leasing his unit shall not be relieved hereby from any of his obligations with respect to the unit, which shall be joint and several with his tenant.
- (h) The owners of the units are permitted to change the configuration of the partition walls within their units, provided such walls or partitions are non load bearing and contain no service conduits that service any other unit, or common elements; otherwise, no owner of the said units shall make any structural change or alteration in or to his unit.
- (i) Units may be leased in part, provided there is compliance with governmental laws, by-laws and regulations and the aesthetic integrity of the Condominium Corporation is maintained.
- (j) No owner shall make any change to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except as provided in Article 3.01(b) hereof, and except for maintenance of those parts of the common elements which he has the duty to maintain, without the consent of the board.

Section 4.02 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

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 case of an emergency, an agent of the Corporation may enter a unit at any time and without notice, for the purpose of repairing the unit, common elements, or for the purpose of correcting any condition which might result in damage or loss to the property. The Corporation or anyone authorized by it may determine whether an emergency exists.
- (c) If an owner shall not be personally present to grant entry to his unit, the Corporation, or its 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 Corporation shall retain a key to all locks for each unit. No owner shall change any lock or place any additional locks on the doors to any unit or in the unit without immediately providing to the Corporation a key for each new or changed lock. In addition, all common element keys remain the property of the Corporation and shall not be duplicated or distributed.
- (e) The rights and authority hereby reserved to the Corporation, its agents or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any unit except as specifically provided in this Declaration or the By-laws.

ARTICLE FIVE - MAINTENANCE AND REPAIRS

Section 5.01 **Repairs and Maintenance by Owner.** Each owner shall maintain his unit, and, subject to the provisions of this Declaration and Section 42 of the Act, each owner shall repair his unit after damage, all at his own expense.

Section 5.02 **Repairs by Corporation.** The Corporation shall make any repairs that an owner is obligated to make and that he does not make within a reasonable time; and in such an event; an owner shall be deemed to have consented to having repairs done to his unit by the Corporation; and an owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such sums of money shall bear interest from the date the costs are incurred at the prime rate of The Royal Bank of Canada plus five percent (5%) per annum. The Corporation may collect all such sums of money in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such owner, after receipt of a notice from the Corporation thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

Section 5.03 **Repair and Maintenance of Common Elements by the Corporation.** The Corporation shall repair and maintain the common elements at its own expense.

ARTICLE SIX - INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

Sectin 6.01 **Insurance Trustee.** The Corporation shall enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under The Loan and Trust Corporations Act, or shall be a Chartered Bank, which agreement shall, without limiting the generality, provide the following:

- (a) the receipt by the Insurance Trustee of any proceeds of insurance payable to the Corporation;
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of this Declaration;
- (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement;
- (d) the notification by the Insurance Trustee to the mortgagee of any insurance monies payable by it.

In the event that the Corporation is unable to enter into such agreement with such Trust Company, or such Chartered Bank, by reason of their refusal to act, the Corporation may enter into such Agreement with such other corporation authorized to act as a Trustee, as the owners may approve by by-law at a meeting called for that purpose. The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a common expense.

Section 6.02 In the event that:

- (a) The Corporation is obligated to repair any unit under paragraph 2 of Article Five hereof, in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement, in order to satisfy the obligation of the Corporation to make such repairs.
- (b) There is no obligation by the Corporation to repair any unit in accordance with the provisions of the Act and if there is termination in accordance with the Act, the Insurance Trustee shall hold all proceeds of the owners in the proportion of the respective interests in the Common Elements and shall pay such proceeds to the owners in such proportions, upon registration of a notice of termination by the Corporation.
- (c) The board, in accordance with the provisions of the Act, determines that:

- (i) there has not been substantial damage to twenty-five percent (25%) of the building, or
 - (ii) there has been substantial damage to twenty-five percent (25%) of the building and within sixty (60) days thereafter the owners who own eighty percent (80%) of the units do not vote for termination,
- the Insurance Trustee shall hold all proceeds for the Corporation and owners whose units have been damaged, as their respective interests may appear, in accordance with the provisions of the Insurance Trust Agreement, in order to satisfy their respective obligations to make repairs, pursuant to the provisions of Article Six of this Declaration and the Act.

Notwithstanding anything to the contrary herein contained, any proceeds payable by the Insurance Trustee to an owner, in accordance with the provisions of paragraph (b) of this subclause 6.02 of Article Six hereof, shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss be payable in such policy or policies of insurance and in satisfaction of the amount due under any liens registered by the Corporation against such unit.

ARTICLE SEVEN - INSURANCE

Section 7.01 **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 the units;
 - (ii) personal property owned by the Corporation but not including furnishings, furniture, or other personal property supplied or installed by the owners;

in an amount equal to the full replacement cost of such real and personal property, without deduction for depreciation, which policy may be subject to a loss deductible in the maximum amount of One Thousand Dollars (\$1,000.00);

- (b) insurance against damage by fire with extended coverage and such other perils as the board 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 replacement cost of such units without deduction for depreciation.
- (c) Such policy or policies of insurance shall insure the interests of the Corporation and the owners from time to time, as their respective interest may appear, with mortgagee endorsements, which shall be subject to the provisions of the Condominium Act and shall contain the following provisions:
 - (i) that loss shall be payable to the Insurance Trustee and all mortgagees who hold mortgages registered against the units and/or common elements from time to time;
 - (ii) waivers of subrogation against the Corporation, its manager, agents, employees and servants and owners, and any employees, agents, servants, customers or guests of any owner or occupant of a unit, except for arson or 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, and to the Insurance Trustee;
 - (iv) waivers of any defence based on co-insurance or of invalidity arising from the conduct or 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 the owner;
- (vi) 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;
- (d) public liability and property damage insurance insuring the liability of the Corporation and the owner from time to time, with limits to be determined by the board, and without right of subrogation as against the Corporation, its manager, agents, servants and employees, and as against the owners, and any member of the household or guests of any owner or occupant of a unit;
- (e) machinery and equipment insurance to the extent required as the board may from time to time deem advisable.

Section 7.02 General Provisions.

- (a) Prior to obtaining any policy or policies of insurance under sub-clause (1) of this Clause Seven, or any renewal or renewals thereof, or at such other time as the board may deem advisable, and also upon the request of a mortgagee or mortgagees holding mortgages on fifty percent (50%) or more of the units, the Corporation shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be affected pursuant to sub-clause (1) of this Clause Seven and the cost of such appraisal shall be a common expense.
- (b) The Corporation, its board and its officers shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the

owner of a damaged unit, shall be bound by such adjustment. Provided, however, that the board may, in writing, authorize an owner to adjust any loss to his unit.

- (c) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent, if the mortgage itself contains a provision giving the mortgagee that right, and also 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 renewal certificates or certified copies of new insurance policies to each mortgagee not later than ten (10) days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the Corporation.
- (e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in the Declaration.
- (f) Any proceeds of insurance payable to an owner of a unit and any assets of the Corporation distributable to an owner of a unit shall be subject to the claim of any mortgagee holding a mortgage registered on title as of the day prior to such

payment or distribution and to satisfaction of any amount due under any liens in favour of the Corporation against the unit.

Section 7.03 **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, and for loss of use and occupancy of his unit in the event of damage, which policy or policies of insurance shall contain a waiver of subrogation against the Corporation, its manager, agents, employees and servants, and against the other owners and their employees, agents, servants or customers, except for 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.

ARTICLE EIGHT - INDEMNIFICATION

Section 8.01 **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, and their employees, agents, servants and customers thereof, any other occupant of this unit, or any guests, invitees or licencees of such owner or occupant to or with respect to the common elements and/or all

other units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation.

All payments pursuant to this clause are deemed to be additional contributions toward the common expenses and recoverable as such but shall not have priority over the interest of any mortgagee of the unit.

ARTICLE NINE - GENERAL MATTERS AND ADMINISTRATION

Section 9.01 **First Meeting.** As soon as possible after the registration of this Declaration, the members shall, on ten (10) days' notice in writing, hold their first meeting for the purposes of electing directors. The board so elected may, without notice, hold its first meeting, provided a quorum of directors is present.

Section 9.02 **Units Subject to Declaration, By-laws, Rules and Regulations.** All present and future owners and tenants of units, their employees, agents, servants, customers, guests, invitees or licensees 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 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, as they may be amended from time to time, are accepted and ratified by such owner, tenant or resident, and all of such provisions shall be deemed and taken to be covenants running with the unit and shall bind any person having, at any time, any interest or estate in 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.

Section 9.03 **Invalidity.** Each of the provisions of this Declaration shall be deemed to be independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event all the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Section 9.04 **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 any such provision.

Section 9.05 **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 by the owner to the Corporation for the purpose of notice, and to each mortgagee whose mortgage is registered against any unit or the common elements; and if mailed as aforesaid the same shall be deemed to have been received and to be effective on the tenth (10th) 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.

Section 9.06 **Restrictive Use of Parts of the Common Elements.** Subject to the provisions of the Declaration, By-laws of the Corporation and the rules and regulations passed pursuant thereto, the respective members of the managerial and maintenance staff of the Corporation shall have the restrictive use of those parts of the common

elements designated by the Corporation to be used for the care, maintenance or operation of the property including, without limiting the generality of the foregoing, those parts to be used for utilities areas, building maintenance storage areas and operating machinery.

Section 9.07 **Construction of Declaration.** This Declaration shall be read with all changes of number and gender required by the context.

Section 9.08 **Headings.** The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

DATED at Ottawa, this *10th* day of *October*, 1986.

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

CANOTEK DEVELOPMENTS CORPORATION

PER: 

RICHARD LLEWELLYN WILSON

SCHEDULE "A"

LEGAL DESCRIPTION

In the City of Gloucester, in the Regional Municipality of Ottawa-Carleton, formerly in the Township of Gloucester, in the Regional Municipality of Ottawa-Carleton, being composed of part of Lot 15, Concession I (Ottawa Front) of the Geographic Township of Gloucester, designated as Parts 1 and 2 on Reference Plan 4R-5402, deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton at Ottawa.

Being all of Parcel 15-1, Section Gloucester 1, Ottawa Front.

SUBJECT TO an easement, described in Instrument NS 229901, (462306 L.T.) in favour of THE HYDRO ELECTRIC COMMISSION OF THE CITY OF OTTAWA, its successors and assigns over part of said Lot 15 designated as Part 2 on Plan 4R-5402.

SCHEDULE "B1"

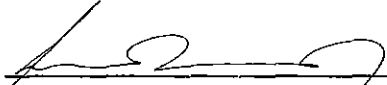
CONSENT OF ENCUMBRANCERS


MORGUARD TRUST COMPANY, having a registered mortgage within the meaning of clause (b) of subsection 1 of Section 3 of the Condominium Act, R.S.O. 1980, Ch. 84 registered as Instrument No. N315480, in the Land Registry Office for the Registry Division of Ottawa-Carleton (No. 5) now in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Instrument No. 462310 hereby consents to the registration of this Declaration pursuant to the Condominium Act, R.S.O. 1980, Ch. 84 against the lands or instrument appurtenant to the land described in the Description.

IN WITNESS WHEREOF MORGUARD TRUST COMPANY has hereto affixed its corporate seal under the hands of its proper officers duly authorized on its behalf.

DATED at Ottawa, this 7th day of ~~NOVEMBER~~ 1986.




MARTIN WEILAND, Mgr. of Mortgage Admin.


JAMES C. TAYLOR
Asst. Manager, Claims Dept.

SCHEDULE "B2"

CONSENT OF ENCUMBRANCERS

MARY ROSS, as to an undivided 3% interest, ANITA PHOMIN, as to an undivided 74% interest, DERVIS GASKIN, as to an undivided 17% interest, and ALEX REID and BRIAN SMITH as to an undivided 6% interest together, having a registered mortgage within the meaning of clause (b) of subsection 1 of Section 3 of the Condominium Act, R.S.O. 1980, Ch. 84 registered as Instrument No. N307435, in the Land Registry Office for the Registry Division of Ottawa-Carleton (No. 5) now in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Instrument No. 462308, which was assigned to them by Instrument No. N322799 registered in the Registry Office of Ottawa-Carleton (No. 5), now in the Land Titles Office of Ottawa-Carleton (No. 4) as Instrument No. 462313 hereby consent to the registration of this Declaration pursuant to the Condominium Act, R.S.O. 1980, Ch. 84 against the lands or instrument appurtenant to the land described in the Description.

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

DATED at Ottawa, this 17 day of October, 1986.

Mary Ross
MARY ROSS

A. Phomin
ANITA PHOMIN

D. Gaskin
DERVIS GASKIN

A. Reid
ALEX REID

B. Smith
BRIAN SMITH

SCHEDULE "C"

The monuments controlling the extent and location of the units are the physical surfaces hereinafter described:

1. VERTICAL BOUNDARIES OF UNITS ARE:

- a) the backside surface of the drywall on exterior walls;
- b) vertical planes, the location of which are controlled by measurements shown on Part 1, Sheet 1 of the Description;
- c) vertical planes joining the centre line of steel columns;
- d) unit side unfinished surface of concrete block wall forming electrical room;
- e) the above boundaries of (a) are produced across all openings for windows and doors leading out of the unit.

2. HORIZONTAL BOUNDARIES OF UNITS ARE:

- a) the lower boundary of the unit is the lower surface of the unfinished poured concrete floor slab beneath the unit;
- b) the upper boundary of the unit is a horizontal plane parallel to and perpendicularly distant 5.45 metres above the upper surface of the unfinished concrete floor slab described in 2a);
- c) lower line and face of the wooden floor joist above the electrical room.

Notwithstanding the foregoing, the unit shall not include any structural steel columns within the unit or such pipes, wires, conduits, ducts, flues or public utility lines that service other units than that of the owner.

SURVEYOR'S CERTIFICATE

I hereby certify that the above unit boundary monumentation corresponds with the unit boundaries reflected in the cross section shown on Part 1, Sheet 1 of the Description.

Dated at Ottawa this 10th day of NOVEMBER, 1986.


WILLIAM J. WEBSTER, O.L.S.

SCHEDULE "D"

PROPORTION OF COMMON INTERESTS AND EXPENSES

Unit No.	Level	Proportion of Common Interest Appurtenant to Each Unit	Percentage in Which each Unit is to Contribute to Common Expenses
1	1	2.207%	2.0833%
2	1	2.207%	2.0833%
3	1	2.086%	2.0833%
4	1	2.086%	2.0833%
5	1	2.086%	2.0833%
6	1	1.947%	2.0833%
7	1	2.473%	2.0833%
8	1	2.086%	2.0833%
9	1	2.050%	2.0833%
10	1	2.086%	2.0833%
11	1	2.050%	2.0833%
12	1	2.086%	2.0833%
13	1	1.816%	2.0833%
14	1	1.957%	2.0833%
15	1	1.957%	2.0833%
16	1	1.957%	2.0833%
17	1	1.957%	2.0833%
18	1	1.957%	2.0833%
19	1	1.957%	2.0833%
20	1	1.957%	2.0833%
21	1	1.957%	2.0833%
22	1	1.671%	2.0833%
23	1	1.957%	2.0833%
24	1	1.957%	2.0833%
25	1	1.816%	2.0833%
26	1	1.956%	2.0833%
27	1	2.050%	2.0833%
28	1	2.086%	2.0833%
29	1	2.086%	2.0833%
30	1	2.050%	2.0833%
31	1	2.403%	2.0833%
32	1	2.086%	2.0833%
33	1	1.906%	2.0833%
34	1	2.046%	2.0833%
35	1	2.046%	2.0833%
36	1	2.046%	2.0833%
37	1	2.046%	2.0833%
38	1	2.046%	2.0833%
39	1	2.046%	2.0833%
40	1	2.046%	2.0833%
41	1	2.207%	2.0833%
42	1	2.207%	2.0834%
43	1	4.692%	4.1671%
44	1	4.813%	4.1671%
45	1	4.813%	4.1671%
TOTALS		100.00%	100.00%

SCHEDULE "E"

SPECIFICATION OF COMMON ELEMENTS

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

- a) all sums of money levied against or charged to the Corporation on account of any and all public and private suppliers of insurance coverage, services and equipment including, without limiting the generality of the foregoing, levies or charges for:
 - landscaping
 - insurance premiums and all costs related to securing insurance coverage
 - water and equipment in relation thereto
 - waste disposal
 - maintenance materials, tools and supplies
 - snow removal
 - maintenance of recreation amenities
 - hydro and heating for the common elements only (hydro and heating for each unit to be paid by each unit owner)
- b) payment of any remuneration payable pursuant to any management contract which may be entered into between the Corporation and a manager;
- c) shared expenses incurred with respect to the obligations incurred by the Corporation with any other person, firm or corporation;
- d) remuneration payable by the Corporation to any employees or independent contractors deemed necessary for the proper operation and maintenance of the property;