



Ontario

118153

Ministry of
Consumer and
Commercial
Relations

Property Rights
Division
Land Registry
Office

LAND REGISTRY NO. 4

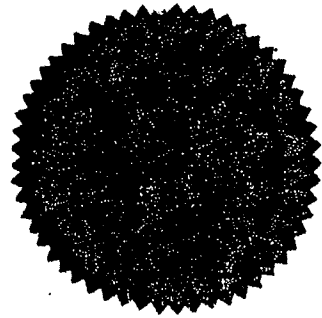
CERTIFIED to be a true copy of an instrument

registered or document deposited under No. 118153

in the Land Registry Office for Ottawa No. 4

DATED at Ottawa this 10th day of July 1972

Deputy M. Estica
LAND REGISTRAR



118153

DECLARATION MADE
PURSUANT TO
THE CONDOMINIUM ACT

State-
ment
of
Inten-
tion

1. MINTO CONSTRUCTION LIMITED, A private Company incorporated under the laws of the Province of Ontario, having its Head Office at the City of Ottawa, in the Regional Municipality of Ottawa-Carleton, (hereinafter referred to as the "Declarant")

the registered owner in fee simple with an absolute title of that certain parcel of land registered under the Land Titles Act as Parcel 29-1 register for Section Nepean - 1 R.F. situate in the Township of Nepean in the Regional Municipality of Ottawa-Carleton and Province of Ontario namely Block F and Block F1, Plan 645455 and Block A and Block A1, Plan 645456 which land is more particularly described in Schedule "A" hereto, declares its intention that the said parcel and the interests appurtenant thereto be governed by the Condominium Act from and after the registration of this Declaration and of the Description registered herewith.

Inter-
preta-
tion

II. In this Declaration, unless the context otherwise requires:

- (a) "The Act" means "The Condominium Act 1970" as amended.
- (b) "The Corporation" means the Corporation created under The Condominium Act by the registration of this Declaration and of the said Description.
- (c) Words and phrases defined in The Act have the meaning given to them by the Act.

III.

- (a) In case of conflict between any provision hereof and the Act, the Act governs. In case of conflict between any provision in any By-law or Rule and the Act or this Declaration, the Act or this Declaration, as the case may be, governs.
- (b) The invalidity of any part of this Declaration does not affect the validity of the remainder.
- (c) This Declaration is to be read with all changes of Gender and Number required by the Context.

118153

(d) The marginal notes hereto do not form part of this Declaration but are inserted for convenience of reference only.

IV. The property is a parcel of land having an area of 7.6 acres located in the Township of Nepean in the Regional Municipality of Ottawa-Carleton, on which there has been erected one hundred and twenty-one (121) garden homes.

Proportion of Common Interests and Common Expenses V. The proportions of the common interests appurtenant to each unit and the proportions in which the Owners of each unit are to contribute to the common expenses are as set out in Schedule "B" attached hereto.

Add-ress for Ser-vice VI. The address for service of the Corporation is: 318 Woodfield Drive, Ottawa, Ontario. K2G 3W9

The address for service of the Declarant is: P.O. Box 5152, Station "F", Ottawa, Ontario. K2C 3H8

Desc-ription of units VII. Monuments controlling extent and location of the units are the physical surfaces hereinafter described: (a) By the upper face of the concrete floor slab beneath the Unit and by the upper line and face of the two by eight floor joists protruding on the top floor; (b) By the upper face of the drywall of the top floor ceiling; (c) By the back face of the drywall on the exterior and party walls and the inner face of the basement concrete walls and the planes joining those surfaces. (d) By the unfinished interior surface of exterior windows and doors. (e) Notwithstanding paragraph (a), (b), (c) and (d), no unit includes structural walls or wires, cables, conduits, ducts or breaker boxes used for power.

1.8/53

- 3 -

Common
Expenses

VIII. Common expenses include but shall not be limited to the following:

- (a) The expense of the performance of any functions consistent with its objects which the Corporation has the right or duty to perform.
- (b) The cost of electricity, water, and other utilities or services purchased by the Corporation for use in Units or Common Elements.
- (c) The cost of borrowing money.
- (d) Management Agent fees.
- (e) Insurance Trustee fees.

Use of
Units

IX.

- (a) The Units shall be used as a single family private residences only.
- (b) No condition shall be permitted to exist and no activity shall be carried on in any unit or the common elements that constitutes a nuisance.
- (c) Each Owner shall require all residents in his Unit to comply with the Act, this Declaration, the By-laws, and the Rules in their use of the Units and Common Elements.

X.

- (a) Each Owner shall have the exclusive use of the inner surfaces of doors and windows facing into his unit.
- (b) Each Owner listed in Schedule "D" shall have the exclusive use of one outdoor parking space. The Board shall allocate the said parking spaces and may re-allocate them from time to time.
- (c) Each Owner listed in Schedule "E" shall have the exclusive use of the driveway to which his unit has access situated adjacent to each unit.
- (d) The Owner of each Unit shall have the exclusive use of the enclosed patio to which his unit has access, situated adjacent to each Unit being that portion of the common elements located

4 -

by being numbered the same as the unit number followed
by Affix "A" as shown on Sheet 2 of Part 1 of the
Description.

XI. No Owner shall lease his Unit unless he causes
the tenant to deliver to the Corporation an undertaking under seal
to the following effect:

I undertake that I and the members of my
household will, in using the Unit rented
by me and the Common Elements, comply with
the Condominium Act, and the Declaration,
By-laws and Rules of the Corporation during
the term of my tenancy.

XII. Each owner shall, in the event he conveys or
mortgages his unit, notify the Corporation of the conveyance or
mortgage within seven (7) days of the registration of the documents
relating thereto. Unit owner as used in the within paragraph shall
be deemed to include a Purchaser.

Us:
Un:

XIII.

- (a) Each Owner shall, subject to Section 17 of The Act, repair his
unit after damage.
- (b) When the Corporation is under a duty to repair any Unit, such
duty extends to all improvements to the Unit made by the
Declarant in accordance with its architectural plans, notwith-
standing that some of such improvements may be made after
registration of this Declaration.
- (c) Patios and the inner surfaces of windows and of doors of which
any Owner has exclusive use shall be maintained by the Owner
having exclusive use thereof.
- (d) No Owner shall make any structural change in or to his Unit,
or any change to an installation upon the Common Elements, or
maintain, decorate or repair any part of the Common Elements
(except for the inner surface of any window, or inner surface
of doors facing into any Unit, of which such Owner has the
exclusive use), 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, regulations or ordinances, and in accordance with conditions, if any, of such approval by the Board.

- (e) The Corporation shall keep a set of the Declarant's architectural plans together with the plans and specifications of any alterations from time to time made to the Common Elements or the Units with the approval of the Corporation.
- (f) All repairs by the Corporation shall be done under the supervision of an architect or engineer entitled to practice in the Province of Ontario and retained by the Corporation unless the Board determines that the work is minor and the services of an architect or engineer are not required.

XIV.

Physi-
cal
Damage
Insur-
ance

- (a) The Corporation shall to the extent available purchase and keep in force on the buildings including all improvements to the Units made by the Declarant and on the personal property owned by the Corporation at least the following insurance coverage:
 - (i) Fire and extended coverage insurance with vandalism, malicious mischief and water escape endorsements;
 - (ii) Boiler and machinery insurance.
- (b) Such insurance shall cover the full replacement value without deduction for depreciation and shall, to the extent obtainable from the insurance industry, contain the following:
 - (i) A waiver of any right of subrogation against the Corporation or any Owner or any member of the household of any Owner or the Managing Agent, except in case of arson or fraud by any Owner or member of his household.
 - (ii) A provision that in no event shall the coverage be brought into contribution with any insurance which may be separately placed by any Owner or Mortgagee.

118153

- 6 -

- (iii) Waivers of any defence arising from any act or omission or the breach of any statutory condition by the Corporation or any Owner or Mortgagee.
- (iv) A condition preventing cancellation or substantial modification by the carrier without at least sixty (60) days prior notice to all of the insureds and all mortgagees of all units.
- (c) The Corporation may also purchase such other physical damage insurance as may from time to time be authorized by By-law.
- (d) Any physical damage insurance purchased by the Corporation shall be written in the name of the Corporation and of the persons who are Owners from time to time as insureds with Mortgagee endorsements which Mortgagee endorsements shall be subject to the provisions hereof.
- (e) Physical damage insurance purchased by the Corporation may provide for deductibility in the amount of \$250.00 on a water escape claim, \$50.00 on any other claim or such other deductibility provision as may be authorized by By-law. That portion of the cost of repairing any loss which, but for the deductibility provision authorized by this sub-paragraph, would be payable by the insurer, shall be a common expense.
- (f) No mortgage may be placed against any Unit unless the Mortgagee agrees to waive any contractual or statutory provision giving him the right to prevent application of the insurance proceeds to repair. This paragraph shall be read without prejudice to any mortgagee's right to exercise the right of an Owner to vote or to consent if the Mortgage contains a provision giving the Mortgagee that right and to the Mortgagee's right to have the insurance proceeds if the property is not repaired.
- (g) The Board shall have the exclusive right on behalf of the Corporation and as agent for all Owners to adjust and settle all claims in respect of the insurance purchased by the Corpo-

7-

ration, and to give releases, and any claimant, including the Owner of a damaged unit, will be bound by such adjustment.

- (h) Provision shall be made for the issuance of certified copies of all policies and endorsements or certificates of insurance to the Owners. Provision shall be made for the issuance of certified copies of all policies and endorsements to the Mortgagees who have given a written notice to the Corporation of their mortgage. Renewal Certificates or certified copies of new policies shall be furnished to all Owners and Mortgagees not later than ten (10) days before the expiry of any current policy. The Master Policy shall be kept by the Corporation.
- (i) Before obtaining or renewing any insurance policy on the buildings, the Corporation shall obtain an independent appraisal of the buildings so as to ensure that the insurance is placed at full replacement value.
- (j) The Policies purchased by the Corporation pursuant to this paragraph shall provide for loss to be payable as follows:
 - (i) In the case of loss to personal property, to the Corporation.
 - (ii) In the case of loss to the property where the amount payable does not exceed one-sixth (1/6th) of One (1%) per cent of the total insurance stated in the policy in respect of the property, to the Corporation.
 - (iii) In all other cases to the insurance trustee.
- (k) The said policies of insurance shall provide that, in the event of substantial damage to the buildings and the owners do not vote for repair, and a notice of termination is registered pursuant to Section Eighteen of The Act, the monies payable under the said policies shall be paid directly to the insurance Trustee for or on behalf of the Corporation, without deduction for depreciation and the insurer shall have no option to repair or restore the premises.

Proceeds
of
Physical
Damage
Insurance

XV.

- (a) Whenever the Corporation receives insurance monies from the insurer on account of loss to the property, the Corporation shall disburse the monies for repair of the loss.
- (b) If any part of the monies so received is attributable to loss to a Unit, the Corporation may in the discretion of the Board pay that part directly to the Owner of the Unit who shall complete the repairs within sixty (60) days or such further time as the Board allows.

XVI.

Insurance
Trust
Agreement

- (a) 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 Corporation Act, and having a capital surplus and undivided profits of at least Ten Million Dollars (\$10,000,000.00) or shall be a Chartered Bank, which Agreement shall provide for the following as well as such other terms as the Board agrees to:
 - (i) The receipt by the Insurance Trustee of any proceeds of insurance under subparagraph (j) (iii), Paragraph XIII.
 - (ii) The holding of such proceeds in trust for those entitled thereto in accordance with this paragraph.
 - (iii) 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 an 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.

118/53

- (b) Whenever the Insurance Trustee receives any proceeds of insurance pursuant to the said Agreement, if the property is to be repaired, the Insurance Trustee shall disburse the monies in accordance with the Insurance Trust Agreement.
- (c) If the Insurance Trustee receives the proceeds of any insurance and the property is not to be repaired then upon receipt of a certificate duly executed under seal of the president and secretary of the Corporation of termination of the government of the property by The Act, the Insurance Trustee shall hold the monies in its hands in trust for the Owners and Mortgagees of the Units in their respective proportions of the Common Interests and shall pay the share in respect of each unit to the Mortgagees and the Owner of such unit as their interests may appear. For this purpose the Corporation shall be deemed to be a Mortgagee of any Unit against which it has registered a lien for arrears of Common Expenses.

Public XVII. The Corporation shall carry public liability insurance with inclusive limit in such amount as the Board may determine but not less than \$1,000,000.00 and without right of subrogation as against members of the Corporation and members of their households. The Owners and such other persons as the Board sees fit may be named as insureds in such insurance policy.

Indemnification XVIII. (a) Each Owner shall indemnify the Corporation against loss or expense incurred by it as the result of his wrongful act or omission, or the wrongful act or omission of any occupant of his Unit or of his servant or invitee, except to the extent that such loss or expense is covered by insurance purchased by the Corporation under Paragraph XIV.

(b) The Corporation shall indemnify any Owner against loss or expense resulting from its wrongful act or omission, except to the extent that such loss or expense is covered by insurance purchased by the Corporation under Paragraph XIV.

118153

- (c) Every director or officer of the Corporation shall from time to time and at all times be indemnified and saved harmless by the Corporation from and against:
- (i) All costs, charges and expenses whatsoever which such director or officer sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against him, for or in respect of any act, deed, matter or thing whatsoever, made, done or permitted by him, in or about the execution of the duties of his office;
 - (ii) All other costs, charges and expenses which he sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by his own wilful neglect or default.
- (d) No director shall be under any liability to the Corporation or an Owner for any act done by him as director or any omission to perform any act required by him as director except in case of fraud.

Notice XIX.

- (a) Whenever, under the By-laws, notice is required to be given to any Owner, similar notice shall be given to any Mortgagee who has notified the Corporation of registration of his mortgage.
- (b) No vote of members may be taken except after a meeting duly called for discussion of the matter on which the vote is taken.
- (c) A copy of the Minutes of each annual and special meeting of the Owners shall be furnished to any First Mortgagee on request.

XX.
Waiver

The failure of the Corporation or any Owner to take action to enforce any provision of the Act, the Declaration, the By-laws or the Rules shall not constitute a waiver of the right to do so thereafter.

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118153

Decisions
of the Board
XXI.

- (a) For the purpose of Subsections 1 and 2 of Section 14 of the Act, the Board shall decide whether any proposed addition, alteration or improvements to or renovation of the Common Elements or change in the assets of the Corporation is substantial.
- (b) When the Board makes a determination for the purposes of Subsection 1 of Section 17 of the Act whether there has been substantial damage to twenty-five (25%) per cent of the buildings, notice of the decision shall be given forthwith by registered mail to every mortgagee who has given notice to the Corporation of registration of his mortgage.

XXII.

- (a) There shall be no interference with the completion by the Declarant of the Units and Common Elements in accordance with its architectural plans and with the sale by the Declarant of the Units. Until all Units are completed and sold the Declarant may make such use of the unsold units and Common Elements as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.
- (b) The Declarant shall at all reasonable times be entitled to make such use of the Common Elements and shall have such rights of entry to Units sold by it as are required to enable it to complete the building and to carry out any work under any warranty given by it to the Purchaser of any Unit.

XXIII.

- (a) The Corporation will have the right to enter into any unit at any reasonable time on forty-eight (48) hours notice to the Owner or Occupant in order to make inspections with a view to discovering any condition which is likely to damage any part of the property, or to correct any such condition, or for the purpose of maintenance and repair of any installation in the property, which is necessary for the provision of services to

any Unit or the Common Elements. In case of emergency such entry may be made without notice. The right of entry shall be exercisable by the Board or by a person to whom the Board delegates it.

- (b) In case of loss for which an insurance claim is made, the representatives of the insurer will have the right to enter all units and the Common Elements at reasonable times to inspect the damage and any repairs.
- (c) An appraiser retained to make an appraisal for the purpose of subparagraph (i) of Paragraph XIV of this Declaration shall have the right to enter any Unit at any reasonable time on forty-eight (48) hours notice to the Owner.

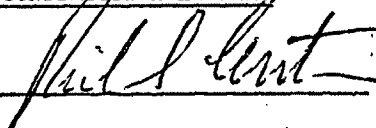
XXIV. The consent of all persons having registered encumbrances against the land or interest appurtenant to the land described in the description is contained in Schedule "C" attached hereto.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hand of its duly authorized officer.

DATED at Ottawa this 30th day of June, 1975

MINTO CONSTRUCTION LIMITED

Per: _____



SCHEDULE "A"

118/53

The whole of Block A and A-1 on Plan 645456 and the whole of Block F and F-1 on Plan 645455 of the Township of Nepean, in the Regional Municipality of Ottawa-Carleton designated as PARTS 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24 on a Plan of Survey of record in the Land Registry Office No. 4 for the Land Titles Division of Ottawa-Carleton at Ottawa as Plan 4R-1196

SUBJECT to the right and easement in favour of The Hydro Electric Power Commission of Ontario over PARTS 15, 20 and 21 on Plan 4R-1196 as set out in instrument 582193.

BEING part of Parcel 29-1 in the Register for Section Nepean-1 (R.F.).

14-

118153

SCHEDULE "B" REFERRED TO IN PARAGRAPH V
OF THE DECLARATION MADE PURSUANT TO THE
CONDOMINIUM ACT, 1970, BY MINTO CONSTRUCTION
LIMITED DATED THE 30TH DAY OF JUNE 1975

Proportion of Common
Interest appurtenant to
each unit and Percentage
in which Owner of each
Unit is to contribute
to Common Expenses

Level No.	Unit No.	
1	1 3B	.814
1	2 "	.814
1	3 "	.814
1	4 3A	.767
1	5 "	.767
1	6 3C	.777
1	7 3A	.767
1	8 "	.767
1	9 3B	.814
1	10 "	.814
1	11 "	.814
1	12 3A	.767
1	13 4B	.903
1	14 4A	.890
1	15 "	.890
1	16 "	.890
1	17 "	.890
1	18 4B	.903
1	19 3B	.814
1	20 "	.814
1	21 3A	.767
1	22 3B	.814
1	23 "	.814
1	24 3A	.767
1	25 3C	.777
1	26 3A	.767
1	27 3B	.814
1	28 "	.814

15-

118153

Proportion of Common Interest appurtenant to each unit and Percentage in which Owner of each Unit is to contribute to Common Expenses

Level No.	Unit No.		
1	29 3B		.814
1	30 3A		.767
1	31 3B		.814
1	32 "		.814
1	33 "		.814
1	34 3A		.767
1	35 3B		.814
1	36 3C		.777
1	37 3B		.814
1	38 "		.814
1	39 3A		.767
1	40 3B		.814
1	41 "		.814
1	42 "		.814
1	43 4B		.903
1	44 4A		.890
1	45 "		.890
1	46 "		.890
1	47 "		.890
1	48 "		.890
1	49 4B		.903
1	50 4A		.890
1	51 "		.890
1	52 "		.890
1	53 "		.890
1	54 "		.890
1	55 4B		.903
1	56 4A		.890
1	57 "		.890
1	58 "		.890
1	59 "		.890

118153

Proportion of Common
Interest appurtenant to
each unit and Percentage
in which Owner of each
Unit is to contribute
to Common Expenses

<u>Level No.</u>	<u>Unit No.</u>	
1	60 3C	.777
1	61 3A	.767
1	62 "	.767
1	63 3B	.814
1	64 4B	.903
1	65 4A	.890
1	66 "	.890
1	67 "	.890
1	68 "	.890
1	69 "	.890
1	70 3C	.777
1	71 3A	.767
1	72 "	.767
1	73 3B	.814
1	74 3C	.777
1	75 3C	.777
1	76 3A	.767
1	77 "	.767
1	78 3B	.814
1	79 "	.814
1	80 3C	.777
1	81 4B	.903
1	82 4A	.890
1	83 "	.890
1	84 "	.890
1	85 "	.890
1	86 4B	.903
1	87 3C	.777
1	88 3A	.767
1	89 "	.767
1	90 3B	.814

17-

118153

Proportion of Common Interest appurtenant to each unit and Percentage in which Owner of each Unit is to contribute to Common Expenses

Level No.	Unit No.		
1	91	3B	.814
1	92	"	.814
1	93	"	.814
1	94	"	.814
1	95	3A	.767
1	96	"	.767
1	97	3B	.814
1	98	"	.814
1	99	"	.814
1	100	"	.814
1	101	"	.814
1	102	3A	.767
1	103	3C	.777
1	104	4B	.903
1	105	4A	.890
1	106	"	.890
1	107	"	.890
1	108	"	.890
1	109	4B	.903
1	110	3C	.777
1	111	3A	.767
1	112	3B	.814
1	113	"	.814
1	114	3A	.767
1	115	3C	.777
1	116	3C	.777
1	117	3A	.767
1	118	3B	.814
1	119	"	.814
1	120	3A	.767
1	121	3C	.777

18-

SCHEDULE "C"

118153

CONSENT GIVEN

PURSUANT TO

THE LAND TITLES ACT

and

THE CONDOMINIUM ACT

IN THE MATTER OF Parcel 29-1 in the Register for Section Nepean - 1 (R.F.) in the Township of Nepean, in the Regional Municipality of Ottawa-Carleton and Province of Ontario namely,

The whole of Block A and A-1 on Plan 645456 and the whole of Block F and F-1 on Plan 645455 of the Township of Nepean in the Regional Municipality of Ottawa-Carleton designated as PARTS 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24 on a Plan of Survey of record in the Land Registry Office No. 4 for the Land Titles Division of Ottawa-Carleton at Ottawa as Plan 4R-1196.

CENTRAL MORTGAGE AND HOUSING CORPORATION being the Mortgagee named in a Mortgage dated the 21st day of November, 1974 and registered the 22nd day of November, 1974 as No. 663192 affecting the lands above described consents to the registration by Minto Construction Limited of a Declaration submitting the lands to government by The Condominium Act, 1970.

IN WITNESS WHEREOF Central Mortgage and Housing Corporation has hereunto affixed its corporate seal duly attested to by the hands of its proper signing officers authorized in that behalf.



CENTRAL MORTGAGE AND HOUSING CORPORATION

Per: _____

Per: _____

[Handwritten signature]
Vice-President

118153

SCHEDULE "D" REFERRED TO IN PARAGRAPH X
OF THE DECLARATION MADE PURSUANT TO THE
CONDOMINIUM ACT, 1970 BY MINTO CONSTRUCTION
LIMITED DATED THE 30TH DAY OF JUNE, 1975

<u>Level No.</u>	<u>Unit No.</u>
1	1
1	2
1	3
1	4
1	5
1	6
1	7
1	8
1	9
1	10
1	11
1	12
1	19
1	20
1	21
1	22
1	23
1	24
1	25
1	26
1	27
1	28
1	29
1	30
1	31
1	32
1	33
1	34
1	35
1	36

118153

<u>Level No.</u>	<u>Unit No.</u>
1	37
1	38
1	39
1	40
1	41
1	42
1	60
1	61
1	62
1	63
1	70
1	71
1	72
1	73
1	74
1	75
1	76
1	77
1	78
1	79
1	80
1	87
1	88
1	89
1	90
1	91
1	92
1	93
1	94
1	95
1	96
1	97

21-

118153

<u>Level No.</u>	<u>Unit No.</u>
1	98
1	99
1	100
1	101
1	102
1	103
1	110
1	111
1	112
1	113
1	114
1	115
1	116
1	117
1	118
1	119
1	120
1	121

22-

118153

SCHEDULE "E" REFERRED TO IN PARAGRAPH X
OF THE DECLARATION MADE PURSUANT TO THE
CONDOMINIUM ACT, 1970 BY MINTO CONSTRUCTION
LIMITED DATED THE 30TH DAY OF JUNE, 1975

<u>Level No.</u>	<u>Unit. No.</u>
1	13
1	14
1	15
1	16
1	17
1	18
1	43
1	44
1	45
1	46
1	47
1	48
1	49
1	50
1	51
1	52
1	53
1	54
1	55
1	56
1	57
1	58
1	59
1	64
1	65
1	66
1	67
1	68
1	69
1	81
1	82

23-

118153

<u>Level No.</u>	<u>Unit No.</u>
1	83
1	84
1	85
1	86
1	104
1	105
1	106
1	107
1	108
1	109

24-

Dated June 30 A.D. 19 75

MINTO CONSTRUCTION LIMITED

318 Woodfield Drive

118153

Received at 3.33 o'clock P.M. on day of

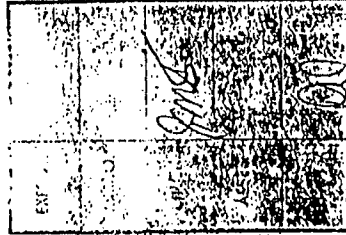
JUNE 30 1975

PROPERTY OF LAND REGISTRY NO. 4

Land Registry Office at Ottawa No. 4

[Signature] LAND REGISTRAR

LAND REGISTRY #4



DECLARATION

under the Condominium Act, 1970

SOLEWAY, WRIGHT, HOUSTON, GALLIGAN & MCKIMM

BARRISTERS, ETC.

100 KING STREET WEST, OTTAWA, ONTARIO, K5S 1S5

[Handwritten notes and signatures]