

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

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

THE DOUGLAS MACDONALD DEVELOPMENT CORPORATION

(hereinafter called the "Declarant")

WHEREAS the Declarant is the owner in fee simple of lands and premises situated 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 buildings upon the said lands containing 71 dwelling units.

WHEREAS the Declarant intends that the said lands, together with the said buildings constructed thereon shall be governed by the Act,

NOW, THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

PART I

INTRODUCTORY

Definitions

1. a) All terms used herein shall have ascribed to them the meanings contained in the Act, as amended from time to time.
- b) notwithstanding anything herein contained, the definition of "unit" shall be extended for the purposes of the duties to repair and maintain pursuant to the Act and this declaration, to include all improvements made by the Declarant in accordance with its plans, notwithstanding that any of said improvements may be made after the registration of this declaration;

Statement of Intention

2. The Declarant intends that the lands and premises described in Schedule "A" be governed by the Act, and any amendments thereto.

Encumbrances

3. The consent of all parties having registered encumbrances against the lands, or interest appurtenant to the lands, described in Schedule "A" is contained in Schedule "B" attached.

Description of Units

4. The monuments controlling the extent of the units are set forth in Schedule "C" attached hereto.

5. Each owner shall have an undivided interest in the common elements as tenants in common with all other owners in the same proportion as set forth in Schedule "D" and shall contribute to the common expenses in the proportion set forth opposite each unit number in Schedule "E" attached hereto. The total of the proportions of the common interest shall be one hundred percent (100%).

Address for Service

6. The Corporation's mailing address and address for service shall be:

210 Colonnade Road
Nepean, Ontario
K2E 7L5

or such other address as the Board may by resolution determine.

Specifications of Common Expenses

PART II COMMON EXPENSES

1. Common expenses, without limiting the definition thereof as described thereto by the Act, shall include the following:

- a) all expenses of the Corporation incurred by it in the performance of its objects and duties whether such objects or duties are imposed under the provisions of the Act or of the within declaration or performed pursuant to any registered By-Law of the Corporation.
- b) all sums of money payable to the Corporation on account of any and all public and private suppliers of insurance coverage, utilities and services including, without limiting the generality of the foregoing, monies payable on account of:

- maintenance and repairs to the common elements
- electricity for common elements
- waste disposal
- ground, roadway, parking area maintenance and snow removal
- maintenance materials, tools and supplies
- sewer and water charges for common elements

- c) all sums of money required by the Corporation for the acquisition of retention or leasing 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, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial 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 to 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 Schedule "E" 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 authorized by By-Law, that the Corporation borrows from time to time as in its discretion is necessary or desirable to so 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 all the cost of paying the interest on, and principal of any such loan to the common expenses;

- h) the cost of borrowing money for the carrying out of the duties and objects of the Corporation;
- i) all sums of money paid or payable by the Corporation on account of any taxes which may from time to time be assessed or levied against the Corporation or the Property, excluding the units;
- j) the fees and disbursements of the Insurance Trustee, if any.

Payment of
Common
Expenses

2. 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 Corporation, and the assessments and collection of contributions toward the common expenses may be regulated by the Board pursuant to the By-Laws of the Corporation.

3. Each owner shall pay for all electricity, fuel and water consumed by him in the unit, which payment shall be made directly to the supplier of said electricity, fuel and water.

PART III COMMON ELEMENTS

Use of Common
Elements

1. Subject to the provisions of the Act, this declaration, 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.

Restrictive
Access

2.a) Without the consent of the Board no owner shall have the right of access to those parts of the common elements used from time to time by the Corporation as an administration area, utility area, building maintenance, storage area, operating machinery or any other parts of the common elements used for the care, maintenance or operation of the property or by any servant of the Corporation in connection with the care, maintenance or operation of the property. Provided that any first mortgagee holding mortgages on not less than ten percent (10%) of the units shall have the

right to inspect any part of the property including any of the areas herein mentioned, but said mortgagee shall give to the Corporation two (2) clear days written notice of its intent to inspect.

Exclusive Use
Common Elements

3. Subject to the provisions of the Act, this Declaration, the By-laws and the rules and regulations passed pursuant thereto, the owner of each unit shall have the exclusive use of those parts of the common elements as follows:

- a) Each owner shall have the exclusive use of the patio to which his unit has sole access, situated adjacent to each unit being that portion of the common elements located by being numbered the same as the unit number followed by "A" as shown on Part 1, Sheet 2 of the description.
- b) Each owner shall have the exclusive use of the parking space being that portion of the common elements located by being numbered the same as the unit number followed by "P" as shown on Part 1, Sheet 2 of the description.

Parking

4. The common elements exterior parking shall be subject to this declaration, the By-Laws and the rules and regulations passed pursuant thereto and the direction of the Board from time to time.

PART IV UNITS

1. The occupation and use of the units shall be in accordance with the following restrictions and stipulations:

Use of Units

- a) The units shall be occupied and used only as private single family residences and for no other purposes, provided, however, that the foregoing shall not prevent the Declarant from maintaining units as models for display, sale and rental purposes, and otherwise maintaining displays and signs to allow Declarant to sell or rent units;
- b) 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.

- c) The owner of each unit shall comply, and shall require all residents and visitors to his unit to comply, with the Act, this declaration, and the By-Laws, and the rules and regulations passed pursuant thereto.
 - d) No owner shall make any structural change in or to his unit or make any change to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except for maintenance of those parts of the common elements which he has the duty to maintain, without the written consent of the Board.
 - e) No condition shall be permitted to exist and no activity shall be carried on in any unit or the common elements by an owner or the family or guests of the owner of the units that would constitute a nuisance.
 - f) No owner of any unit shall keep a pet, including any animal, in said unit or allow any pet, including any animal, in the common areas that disturbs any other owner or owners of any units, and for the purposes of this declaration a pet, including any animal, shall be deemed to be disturbing any other owner or owners of any unit if the Board shall determine that it so disturbs any other owner or owners of any units.
2. a) 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:

Requirements
for Leasing

"I, _____, covenant and agree that I, the members of my household and my guests from time to time, will, in using the unit rented by me and the common elements, comply with the Condominium Act, the declaration and the By-Laws, and all rules and regulations of the Condominium Corporation, during the term of my tenancy and I further agree that I shall be liable for the payment of the common expenses upon being notified by the Corporation that the owner is in default in payment of common expenses, provided that I shall be at liberty to deduct from the rent payable to the owner, the owner's share of the common expenses, and I shall pay said share of common expenses to the Corporation."

- b) The owner agrees that notwithstanding any terms in any lease that the tenant shall be at liberty to deduct from the rent the owner's share of the common expenses for which the owner is in default of paying and the tenant shall be at liberty to pay said share of common expenses to the Corporation.
 - c) 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.
3. Every unit owner shall give written notice to the Board of any change of ownership or occupancy of his unit within ten (10) days of the said change of ownership or occupancy. Unit owner as used in the within paragraph shall be deemed to include a purchaser.

PART V

BY-LAWS

- 1. The Board may pass by-laws, not contrary to the Act or to this declaration,
 - a) to govern the number, qualification, nomination, election, term of office and remuneration of the directors;
 - b) to regulate the meetings, quorum and functions of the board;
 - c) to govern the appointment, remuneration, functions, duties and removal of agents, officers and employees of the Corporation and the security, if any, to be given by them to it;
 - d) to govern the management of the property;
 - e) to govern the maintenance of the units and common elements;
 - f) to govern the use and management of the assets of the Corporation;
 - g) specifying duties of the Corporation;
 - h) to govern the assessment and collection of contributions towards the common expenses;
 - i) authorizing the borrowing of money to carry out the objects and duties of the Corporation; and

- j) respecting the conduct generally of the affairs of the corporation.

PART VI MAINTENANCE AND REPAIRS

1. a) Each owner shall maintain his unit, and, subject to the provisions of this declaration, each owner shall repair his unit at his own expense.
 - b) 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.
 - c) Each owner shall be responsible for all damages to any and all other units and to the common elements, which are caused by the failure of the owner to so maintain and repair his unit, save and except for any such damages to the common elements for which the cost of repairing same may be recovered under any policy or policies of insurance held by the Corporation.
 - d) 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 at the rate of one and one-half percent (1 1/2%) per month or such other rate of interest as is determined by the Board of Directors from time to time. The Corporation shall have a lien for the amount of the said repairs against the unit and its appurtenant interest, which lien may be enforced as a mortgage and the Corporation may register a notice of said lien. The Corporation may collect all 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.
2. The Corporation shall repair and maintain the common elements.

PART VII

DAMAGE

Procedure
where damage
occurs

1. Where the Board has determined that there has been substantial damage to twenty-five per cent (25%) of the units, notice of such determination shall be given within ten (10) days thereof to all owners and mortgagees, with such notice to the mortgagees to be sent by registered mail. Such notice may be combined with notice to the owners of a meeting called for the purpose of voting for repair.

2. A complete set of all the original architectural and structural plans for the units, including plans for the additions, alterations or improvements from time to time made to the common elements or to any unit with the prior consent in writing of the Board, shall be maintained by the Corporation at all times, for the use of the Corporation in rebuilding or repairing any damage to the units, and for the use of any owner.

PART VIII

INSURANCE

By the
Corporation

1. a) The Corporation shall obtain and maintain insurance on its own behalf and on behalf of the owners of the units and common elements, excluding improvements and betterments made or acquired by an owner, against major perils to the replacement cost thereof, and against such other perils as may be specified by the declaration or By-laws, and for this purpose the Corporation shall be deemed to have an insurable interest in the units and common elements.
- b) Any payment by an insurer under a policy of insurance entered into under sub-paragraph (a) shall, notwithstanding the terms of the policy, be paid to the order of insurance trustees, if any, or otherwise shall be paid to or to the order of the Corporation and, subject to subsection 2 of Section 42 of the Condominium Act, the Corporation shall forthwith use the proceeds for the repair or replacement of the damaged units and common elements so far as the same may be effected lawfully.
- c) Insurance obtained and maintained by the Corporation under sub-paragraph (a) shall be deemed not to be other insurance for the purpose of any prohibition of or condition against other insurance in a policy of an owner insuring against loss of or damage to his unit or his interest in the common elements and covering only to the extent that the insurance

placed by the Corporation is inapplicable, inadequate or ineffective.

- d) Notwithstanding section 127 of the Insurance Act or the provisions of the policy, a policy of insurance issued under sub-paragraph (a) and any other policy of insurance except another policy issued under sub-paragraph (a), are not liable to be brought into contribution with each other.
- e) The Corporation shall obtain and maintain insurance against its liability resulting from breach of duty as occupier of the common elements or arising from the ownership, use or operation, by it or on its behalf, of boilers, machinery, pressure vessels and motor vehicles, in addition to such other insurance as may be specified in the declaration or By-laws.
- f) Notwithstanding the terms of a policy issued under sub-paragraph (a), no act of any person shall be deemed to be a breach of the conditions of the policy where such act is prejudicial to the interests of the Corporation or the owners.
- g) A policy of insurance issued under sub-paragraph (a) shall be deemed to include provision for sixty days notice sent by registered mail to be given by the insurer to the Corporation and to the insurance trustees, if any, in the event of termination of the insurance by the insurer.

General
Provisions

- 2. a) Prior to obtaining any policy or policies of insurance under sub-clause (1) of this Part VIII, or any renewal or renewals thereof, or at such other time as the Board may deem advisable, 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 affected pursuant to sub-clause (1) of this Part VIII 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) No mortgages may be placed against any unit unless the mortgagee agrees to waive any contractual or statutory provision giving the mortgagee the right to have the proceeds of any insurance policy or policies applied on account of the mortgage and thereby prevent application of the proceeds of any insurance policy or policies towards the repair of the property pursuant to the provisions of this declaration. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent, if the mortgage itself contains a provision giving the mortgagee that right, and also to the right of any mortgagee to receive the proceeds of any insurance policy, if the property is not repaired.
- 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 certified copies of new insurance policies shall be furnished to each owner and mortgagee not later than ten (10) days before the expiry of any current insurance 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 this declaration.

By the Owner

3. 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, agents, 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. 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 have a capital surplus and undivided profits of at least \$10,000,000.00 or shall be a Chartered Bank in Canada, which agreement shall, without limiting its generality, provide for the following:

- a) the receipt by the Insurance Trustee of any proceeds of insurance coverage obtained and maintained by the Corporation where such proceeds exceed \$5,000.00;
- b) the holdings of such proceeds in trust for those entitled thereto pursuant to the provisions of the declaration;
- c) the disbursement of such proceeds in accordance with the provisions of the declaration and the Insurance Trust Agreement.

In the event that the Corporation is unable to enter into such an agreement with such Trust Company or Chartered Bank by reason of their refusal to act, the Corporation may enter into an 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 such fees and disbursements shall constitute a common expense.

PART IX

INDEMNIFICATION

1. 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 any act or omission of such owner, his family or any member thereof, any other resident of his unit or any guests, invitees or licensees of such owner or resident to or with respect to the common elements and/or all other units, except for any loss, costs, damages, injury 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 towards the common expenses and recoverable as such.

PART X

EXPROPRIATION

Expropriation
of the whole
of the
property

1.a) 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 and finalized by the Corporation subject to the ratification of such compensation by the owners of seventy-five percent (75%) 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 compensation shall be paid to the owners in the proportion of their respective common interest, subject to the rights of any mortgage or lien claimant.

Notice of
Expropriation

b) Notice of expropriation shall be given by the Corporation to all owners and mortgagees within ten (10) days of receipt of Notice of Expropriation by the Corporation.

Owner's
Personal
Compensation

c) Notwithstanding the foregoing, each owner shall have the right to negotiate and settle his personal compensation for additions, alterations or improvements made by each owner to his unit after registration of the declaration, the cost of moving and similar items personal to each owner.

PART XI

EXPROPRIATION OF COMMON ELEMENTS

1. If no units are expropriated and the expropriation includes only part of the common elements, then compensation shall be negotiated and settled by the Board, whether or not proceedings are necessary. The Board of Directors may deal with the compensation in any one or more of the following ways;

a) to pay any compensation so received to the owners in the proportion of their respective common interest, subject to the rights of any mortgagee or lien claimant;

- b) to use the compensation to add to, change or alter the common elements;

EXPROPRIATION OF SOME OF THE UNITS

PART XII

AND PART OF COMMON ELEMENTS

- 1. a) In the event of a partial expropriation which includes some units, each owner whose unit is expropriated shall deal with the expropriation authority with regard to compensation relating to his unit and common interest and shall have no further interest in the property except to receive the compensation to which he is entitled from the expropriating authority in respect of his unit and common interest.
- b) The provisions of Paragraph XI hereof shall apply with respect to that part of the expropriation dealing with part of the common elements.
- c) The Board of Directors of the Corporation shall negotiate and settle the compensation for any damage to the property suffered by the remaining owners, whether or not proceedings are necessary, and the compensation so received from the expropriating authority less expenses involved, if any, in obtaining such compensation, and less any such monies as in the opinion of the Board of Directors is required to restore the property, shall be paid to the remaining owners, subject to the rights of any mortgagee or lien claimant.
- d) The percentage contribution towards common expenses of the remaining owners shall be recalculated on the basis that the percentage contribution to common expenses of the owners expropriated shall be divided amongst the remaining owners in the same ratio that the percentage contributions to the common expenses to the remaining owners bear to each other.
- e) The common interest of the remaining owners shall be recalculated on the basis that the common interest of the owners expropriated shall be divided amongst the remaining owners in the same ratio that the common interest of the remaining owners bears to each other.

PART XIII

GENERAL MATTERS AND ADMINISTRATION

- Rights of Entry 1. a) The Corporation, or any insurer of the property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any unit

or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property or carrying out any duty imposed upon the Corporation.

- b) In case of an emergency, an agent of the Corporation may enter a unit at any time and without notice, for the purpose of repairing any units, common elements or part of the common elements over which any owner has the exclusive use, 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 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.

Units subject to declaration, common elements and regulations 2. All present and future owners, tenants and residents of units, their families, guests, invitees or licencees, shall be subject to, and shall comply with, the provisions of this declaration, the By-Laws and any other rules and regulations of the Corporation.

The acceptance of a deed or transfer, or the entering into 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 are recited and stipulated in full in each and every such deed or transfer or lease or occupancy agreement.

Invalidity

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

Waiver

4. 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.

Notice

5. 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 who has notified his interest to the Corporation at such address as is given by each mortgagee to the Corporation for the purpose of notice; and if mailed as aforesaid the same shall be deemed to have been received and to be effective on the first business day following the day or which it was mailed. Any owner or mortgagee may change his address for service by notice given to the Corporation in the manner aforesaid.

Rights and
Authority

6. The rights and authority herein reserved to the Corporation, its agents or any insurer or its agents, do not impose any responsibility or liability whatever for the care and supervision of any unit except as specifically provided herein.

Model Units

7. Nothing herein contained shall prevent, and no By-Law or rules and regulations shall be made to prevent, the Declarant from completing all improvements to the property, remedying defects, maintaining units as models for display, leasing and sale purposes and otherwise marketing and leasing units and maintaining 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.

Costs

8. Whenever, pursuant to the Act, this declaration, the By-Laws or the rules and regulations or an Order or a Judgment of a Court, Tribunal, or a Board of competent jurisdiction, a sum is owing to the Corporation by an owner, such sum shall include all costs, including any legal or collection costs incurred by the Corporation in order to collect such sums, and all monies owing shall bear interest as the Corporation may, by By-Law, from time to time determine. 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 contribution towards the common expenses of such owner, after receipt of a notice from the Corporation thereof. All such payments shall be deemed to be additional contributions towards the common expenses and recoverable as such.

Power of Sale

9. If any unit owner shall be enjoined by a Court, Board or Tribunal of competent jurisdiction from committing any acts or doing any thing as a result of proceedings instituted by the Corporation and fails to obey any such injunction, the Corporation may, in addition to any other remedy it may have for breach of such injunction, seek an order of a Court of competent jurisdiction that the unit of such owner be sold and such Court shall, if satisfied that the said injunction has been breached, order the sale of the unit upon such terms and conditions as if such sale were ordered under the provisions of the Partition Act, R.S.O., 1980, Chapter 369 and amendments thereto.

Construction of Declaration

10. This declaration shall be read with all changes of number and gender required by the context.

Marginal Notes

11. The marginal notes and headings of this declaration form no part of the declaration but shall be deemed to be inserted for convenience of reference only.

IN WITNESS WHEREOF, the Declarant has hereunto affixed its corporate seal under the hands of its proper signing officers duly authorized in that behalf, this 6th day of September 1988.

) THE DOUGLAS MACDONALD
) DEVELOPMENT CORPORATION
)

)
)
) per: David Spillenaar
) Authorized Signing Officer -
) David Spillenaar
)

SCHEDULE A

In the City of Gloucester, Regional Municipality of Ottawa-Carleton, being Block 60, Plan No. 4M-643, registered in the Land Registry Office for the Land Titles Division of Ottawa-Carleton No. 4, being Parcel 60-1, Section 4M-643.

SUBJECT TO an easement described in Instrument Number 581795 in favour of Skyline Cablevision Limited, its successors and assigns, in perpetuity over the whole of Block 60, Plan No. 4M-643.

SCHEDULE B

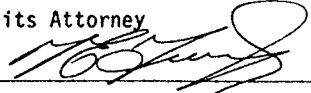
CONSENT UNDER CLAUSE B OF SUBSECTION 1
OF SECTION 3 OF THE ACT

THE TORONTO-DOMINION BANK, having registered encumbrances within the meaning of Clause (b) of Subsection 1 of Section 3 of the Condominium Act registered as numbers 482994, 486949, 488506, 547351 and 547352 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton No. 4, hereby consents to the registration of this Declaration pursuant to the Condominium Act against the lands or interest appurtenant to the lands described in the description.

DATED at Toronto, this 12th day of September, 1988.

THE TORONTO-DOMINION BANK

by its Attorney



I have the authority to bind
The Toronto-Dominion Bank.

ALBERT E. LIVY
Manager, Administration
Mortgage Dept., Head Office

Forest Pointe Village
Phase II

SCHEDULE "C"

Unit Boundary Monumentation

The boundaries of the units are the physical surfaces hereinafter referred to:

HORIZONTAL BOUNDARIES

- a) The upper surface of the drywall ceiling on the upper floor.
- b) The upper surface of the poured concrete floor slab in the basement.
- c) In the vicinity of the upper floor overhang the lower boundary of the unit is the lower line and plane of the floor joists forming the overhang.
- d) In the vicinity of the bow window and box bay window, the upper boundary of the unit is the upper surface of the drywall.
- e) The above boundary of (a) shall be produced across the attic opening on the second floor.
- f) The above boundary of (b) shall be produced across the floor drain in the basement.

VERTICAL BOUNDARIES

- a) The unitside line and plane of the framed stud wall forming exterior walls and walls dividing the units.
- b) The unitside unfinished surface of the poured concrete foundation walls in the basement.
- c) The unitside unfinished surface of all doors and door frames leading out of unit.
- d) The unitside unfinished surface of all window panes and window frames.

All fireplaces are free standing, prefabricated units that lie wholly within the unit boundaries described above.

Notwithstanding the foregoing the unit shall not include such wires or public utility lines which serve other units as well as that of the owner.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT the above unit boundaries correspond to the unit boundaries reflected on the cross sections shown on Part 1, Sheet 1 of the Description.

DATED at Ottawa this 26th day of September, 1988.

WEBSTER & SIMMONDS SURVEYING LTD.

Per: 

D.A. Simmonds, Ontario Land Surveyor

PROPORTION OF COMMON INTERESTS
EXPRESSED IN PERCENTAGES

Common Interest
&
Common Expense
%

<u>Unit</u>	<u>Level</u>	
1	1	1.432676
2	1	1.432676
3	1	1.432676
4	1	1.210991
5	1	1.210991
6	1	1.444640
7	1	1.444640
8	1	1.444640
9	1	1.444640
10	1	1.432676
11	1	1.210991
12	1	1.210991
13	1	1.432676
14	1	1.432676
15	1	1.444640
16	1	1.444640
17	1	1.432676
18	1	1.432676
19	1	1.432676
20	1	1.432676
21	1	1.432676
22	1	1.444640
23	1	1.444640
24	1	1.432676
25	1	1.432676
26	1	1.432676
27	1	1.432676
28	1	1.432676
29	1	1.432676
30	1	1.210990
31	1	1.210990
32	1	1.210990
33	1	1.444640
34	1	1.444640
35	1	1.432676
36	1	1.432676
37	1	1.210991
38	1	1.210991
39	1	1.444640
40	1	1.444640
41	1	1.432676
42	1	1.432676
43	1	1.444640
44	1	1.444640
45	1	1.444640

Common Interest
&
Common Expense
%

<u>Unit</u>	<u>Level</u>	
46	1	1.432676
47	1	1.432676
48	1	1.432676
49	1	1.432676
50	1	1.444640
51	1	1.444640
52	1	1.444640
53	1	1.432676
54	1	1.432676
55	1	1.432676
56	1	1.432676
57	1	1.444640
58	1	1.444640
59	1	1.444640
60	1	1.432676
61	1	1.432676
62	1	1.432676
63	1	1.432676
64	1	1.432676
65	1	1.444640
66	1	1.444640
67	1	1.432676
68	1	1.432676
69	1	1.432676
70	1	1.432676
71	1	1.432676

TOTAL 100.000000

PROPORTION OF CONTRIBUTION TO COMMON
EXPENSES EXPRESSED IN PERCENTAGES

Common Interest
&
Common Expense
%

<u>Unit</u>	<u>Level</u>	
1	1	1.432676
2	1	1.432676
3	1	1.432676
4	1	1.210991
5	1	1.210991
6	1	1.444640
7	1	1.444640
8	1	1.444640
9	1	1.444640
10	1	1.432676
11	1	1.210991
12	1	1.210991
13	1	1.432676
14	1	1.432676
15	1	1.444640
16	1	1.444640
17	1	1.432676
18	1	1.432676
19	1	1.432676
20	1	1.432676
21	1	1.432676
22	1	1.444640
23	1	1.444640
24	1	1.432676
25	1	1.432676
26	1	1.432676
27	1	1.432676
28	1	1.432676
29	1	1.432676
30	1	1.210990
31	1	1.210990
32	1	1.210990
33	1	1.444640
34	1	1.444640
35	1	1.432676
36	1	1.432676
37	1	1.210991
38	1	1.210991
39	1	1.444640
40	1	1.444640
41	1	1.432676
42	1	1.432676
43	1	1.444640
44	1	1.444640
45	1	1.444640

<u>Unit</u>	<u>Level</u>	<u>Common Interest & Common Expense %</u>
46	1	1.432676
47	1	1.432676
48	1	1.432676
49	1	1.432676
50	1	1.444640
51	1	1.444640
52	1	1.444640
53	1	1.432676
54	1	1.432676
55	1	1.432676
56	1	1.432676
57	1	1.444640
58	1	1.444640
59	1	1.444640
60	1	1.432676
61	1	1.432676
62	1	1.432676
63	1	1.432676
64	1	1.432676
65	1	1.444640
66	1	1.444640
67	1	1.432676
68	1	1.432676
69	1	1.432676
70	1	1.432676
71	1	1.432676
	TOTAL	100.000000

1000000

1000000

Gail Bounsall
GAIL BOUNSALL
ASSISTANT DEPUTY LAND
REGISTRAR

CCP. 4413

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