

FOR OFFICE USE ONLY

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CLARIDGE HOMES (RIVERSIDE) INC.
RECEPISSE
OTTAWA-CARLETON (4)
98 DEC 24 10 33

(1) Registry Land Titles (2) Page 1 of 18 pages

(3) Property Block Property
Identifier(s) 04125-0087 Additional: See Schedule

(4) Nature of Document
APPLICATION TO REGISTER NOTICE OF AN UNREGISTERED ESTATE, RIGHT, INTEREST OR EQUITY Sec. 71 of Act

(5) Consideration
Dollars \$

(6) Description
Lots 4 to 9, both inclusive, and Part of Lots 1, 2 and 3, Plan 27, Part of Lots A to E, both inclusive, part of one foot reserve and part of Redmond Place closed by By-law 109-95 (Inst. No. LT1105876) and part of one foot reserve and part of Redmond Place closed by By-law 197-62 (Inst. No. CR445186), Plan 68, Part of Lot F, Concession D (RF), Part of Echo Drive closed by Judge's Order Inst. No. CR260365, being Part of Lots E and F, Concession D (RF), City of Ottawa, Regional Municipality of Ottawa-Carleton, designated as Parts 1 to 8, both inclusive, Plan 4R-14374

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Additional Parties Other

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

(8) This Document provides as follows:
TO: The Land Registrar for the Land Titles Division of Ottawa-Carleton No. 4

Claridge Homes (Riverside) Inc. has an unregistered estate, right, interest or equity in respect of the land described in Box 6 above in the name of Claridge Homes (Riverside) Inc. and hereby applies under Section 71 of the Land Titles Act for entry of a Notice of Agreement in the register for the said lands.

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature
Y M D
CLARIDGE HOMES (RIVERSIDE) INC. 1998 12 21
by its solicitor, *Abraham Feinstein*
Abraham Feinstein

(11) Address for Service 2001-210 Gladstone Avenue, Ottawa, Ontario K2P 0Y6

(12) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature
Y M D

(13) Address for Service

(14) Municipal Address of Property
multiple

(15) Document Prepared by:
Susan M. Gibson
Soloway, Wright
427 Laurier Avenue West
Suite 900
Ottawa, Ontario K1R 7Y2
BOX 313/hb

Fees and Tax	
Registration Fee	50
Total	

AGREEMENT

BETWEEN:

CLARIDGE HOMES (RIVERSIDE) INC.

hereinafter called "Claridge"

OF THE FIRST PART

AND:

CLARIDGE HOMES (RIVERSIDE) INC.

on behalf of future Owners

OF THE SECOND PART

WHEREAS Claridge is the owner of the lands and premises described in Schedule "A" hereto attached (hereinafter called the "Lands");

AND WHEREAS there will be erected on the Lands sixty-one (61) residential townhouse units (hereinafter called the "Units");

AND WHEREAS each of the Units (including the land on which the Unit is constructed) is described in Schedule "B" hereto attached;

AND WHEREAS Claridge intends to sell each of the Units;

AND WHEREAS part of the Lands is located within the limits of registered plans of subdivision and for the purpose of conveying Units on such lands Claridge intends to register a By-Law passed by the City of Ottawa exempting such lands from the part lot control provisions of *The Planning Act* of Ontario;

AND WHEREAS part of the Lands is located outside the limits of registered plans of subdivision and for the purpose of conveying Units on such lands Claridge intends to obtain the consent of the Committee of Adjustment of the City of Ottawa to sever same pursuant to *The Planning Act* of Ontario;

AND WHEREAS the Owners will have a Co-tenancy Interest and shall enjoy certain rights with respect to Shared Property, more particularly hereinafter set forth;

AND WHEREAS as a condition of the passage of the part lot control exemption by-law and the consent of the Committee of Adjustment, Claridge is required to enter into an agreement to regulate and administer the Shared Property, and to ensure that this agreement is binding on the Purchasers and Owners;

AND WHEREAS this agreement is necessary to define and establish the rights and obligations with respect to the use, operation, management, supervision, maintenance, repair and replacement by the Owners, mortgagees and tenants, from time to time respectively of the Units on the Lands and with respect to the said Shared Property;

AND WHEREAS pursuant to this Agreement, all purchasers will take title subject to a covenant to be bound by the provisions of this Agreement.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions.

- (a) "Co-tenancy Interest" means the tenancy in common interest in the lands described in Schedule "C".
- (b) "Lands" means all of the lands and premises described in Schedule "A" attached hereto.
- (c) "Owner" means the owner of one of the units on the Lands.
- (d) "Proportionate Share" means the equal percentage that each of the Owners shall bear of the Shared Expenses.
- (e) "Shared Elements" means certain elements of the project which are for the joint and mutual use and benefit of only certain Owners. These elements are described in Section 2.4.
- (f) "Shared Expenses" means the expenses relating to the maintenance and repair of the Shared Property and are described herein in Section 4.1.
- (g) "Shared Property" means that part of the Lands and appurtenances thereon which are described in Section 2.3 and Schedule "C".

1.2 Schedules. The Schedules to this agreement are part of the agreement and are as follows:

- Schedule "A" - Legal Description of the Lands
- Schedule "B" - Legal Description of the Owners' Units
- Schedule "C" - Legal Description of the Co-tenancy Interest
- Schedule "D" - Shared Expenses
- Schedule "E" - Rules and Regulations
- Schedule "F" - Estoppel Certificate
- Schedule "G" - Site Plan

2. OWNERSHIP RIGHTS

2.1 The Units. In this agreement, unless the context otherwise requires, the word "Part" when followed by a number shall apply to and mean the lands described by that number on a reference plan registered in the Land Registry Office for the Registry Division of Ottawa-Carleton (No. 4) as 4R-14374 and the buildings erected thereon. The Units to which this agreement applies are identified in Schedule "B".

X REF 6.2

2.2 Co-tenancy Interest. The Owners share a Co-tenancy Interest in the lands described in Schedule "C". During the ownership of the Owner's Co-tenancy Interest, each Owner shall have the right in common with other Owners of Units and subject to this agreement to use and enjoy the lands described in Schedule "C".

2.3 Shared Property. The Shared Property includes the following:

- (a) a private street including all vehicular accesses from the public streets known as Colonel By Drive and Concord Avenue and all those pedestrian accesses to Units leading from the private street designated as Shared Property on the Site Plan attached hereto as Schedule "G";
- (b) services and utilities located on or under the Shared Property and on or under the Units to service the Units and the Shared Property, including hydro transformers, pathway lights, catch basins, street lighting and fire hydrants together with conduits and enclosures for hydro and cable utilities;
- (c) certain parking spaces which exist for the exclusive use of certain Owners designated on the Site Plan attached hereto as Schedule "G";
- (d) certain parking spaces designated for visitors as designated on the Site Plan attached hereto as Schedule "G";
- (e) landscaped areas adjacent to certain Units which exist for the exclusive use of certain Owners as set out in Section 2.6;
- (f) mutual easements for access, services and utilities, repair, maintenance and replacement;
- (g) landscaped areas lying outside individual Units and at the entrances to the Lands;
- (h) the sound attenuation fence along the easterly boundary of the Lands;
- (i) common storm sewers, sanitary sewers, and watermains for the mutual benefit and joint use of all the Owners;
- (j) pathways leading from the public and private streets to the access routes; RIGHTS OF WAY
- (k) community mailboxes; and X REF 4.1(S)
- SNOW REMOVAL OF WALKWAYS ON GREENFIELD
- MAINTENANCE " " " "
- ELECTRICAL SYSTEM
- (l) any other elements located in the Shared Property which benefit all owners.

2.4 Shared Elements. In addition to the Shared Property, the Owners acknowledge that party or dividing walls exist for the joint use and mutual benefit of certain Owners. These party walls divide the Units and are for the benefit of the Owners who own Units on each side of the walls. The party walls are shown on Reference Plan 4R-14374.

Other Shared Elements between these Unit Owners are:

- (a) the roof elements above their party walls;
- (b) structural elements supporting and enclosing the party walls;
- (c) privacy fences separating the rear yards of the Units abutting Greenfield Avenue along the easterly boundary of the Lands.

The Shared Elements shall exist in perpetuity unless the Owners who, from time to time, enjoy Shared Elements between each other mutually agree otherwise in writing.

2.5 Parking Spaces. Each space forming part of the Shared Property shall be numbered and allocated for the exclusive use of certain Owners or for use by visitors as designated on the Site Plan attached hereto as Schedule "G".

2.6 Landscaped Areas. The Owners acknowledge there are landscaped areas adjacent to certain Units which form part of the Shared Property which shall be allocated for the exclusive use of the Owners and occupants of such Units subject to the terms of this Agreement and the requirements of the City of Ottawa and the National Capital Commission:

- (a) Builder Units 1 and 3 - the Shared Property lying between the south wall of the Units and the southerly boundary of the Lands;
- (b) Builder Unit 4 - the Shared Property lying between the south wall of the Unit and the southerly boundary of the Lands and between the west wall of the Unit and the common walkway on the west side;
- (c) Builder Units 5 & 6 - the Shared Property lying between the west wall of the Units and the common walkway on the west side;
- (d) Builder Unit 7 - the Shared Property lying between the west wall of the Unit and the common walkway on the west side and between the north wall of the Unit and the common walkway on the north side;
- (e) Builder Unit 8 - the Shared Property lying between the north wall of the Unit and the common walkway on the north side;
- (f) Builder Units 12, 13 and 14 - the Shared Property lying between the south wall of the Units and the common walkway on the south side;
- (g) Builder Unit 15 - the Shared Property lying between the south wall and the common walkway on the south side and between the west wall of the Unit and the common walkway on the west side;
- (h) Builder Units 16 to 21 inclusive - the Shared Property lying between the west wall of the Units and the common walkway on the west side;
- (i) Builder Unit 22 - the Shared Property lying between the west wall of the Unit and the common walkway on the west side and between the north wall of the Unit and the common walkway on the north side;
- (j) Builder Units 23 and 24 - the Shared Property lying between the north wall of the Units and the common walkway on the north side;
- (k) Builder Unit 26 - the Shared Property lying between the south and west walls of the Unit and the common walkway on the south and west sides all of which is west of the private walkway leading to the Unit;
- (l) Builder Units 27, 28 and 29 - the Shared Property lying between the west wall of the Units and the common walkway on the west side;
- (m) Builder Unit 30 - the Shared Property lying between the west and north walls of the Unit and the common walkway on the west and north sides.

No one other than the Owner to whom is allocated the exclusive use of parking and/or landscaped areas may make any use of such areas. The allocation of exclusive use areas under this Agreement may not be amended without the written consent of the Owner(s) affected and no rules or regulations may be passed or other amendments to this Agreement made to derogate from rights of the Owner(s) to the exclusive use of such areas without their written consent.

- 2.7 Shared Expenses. Each of the Owners shall contribute in equal shares to the Shared Expenses.
- 2.8 Restriction on Sale. Upon accepting delivery of a transfer of a Unit and Co-tenancy Interest, the Owner agrees that the ownership of the Co-tenancy Interest may not be sold, assigned, transferred, pledged, charged, or encumbered in any manner unless, at the same time:
- (a) the Owner shall have sold, assigned, transferred, pledged, charged or encumbered the Unit purchased with the Co-tenancy Interest. It is the intent of this Agreement that the Co-tenancy Interest always be inseparable from the ownership of the Unit;
 - (b) the Owner shall have sold, assigned, transferred, pledged, charged or encumbered the Owner's interest in this Agreement. It is the intent of this Agreement that the Co-tenancy Interest be inseparable from the rights, duties and obligations of the Owners pursuant to this Agreement.
- 2.9 Transferee's Covenant. All contracts for the sale of a Unit to any purchaser or by subsequent purchasers shall contain the following provision, which shall be incorporated in all transfers of a Unit from the Owner (or from subsequent purchasers) so that it shall be a covenant which runs with the Lands for the benefit of the Owners:
- X REF 7.2
- With the intention that this covenant shall run with and bind the lands herein described for the benefit of all others having an interest in such lands, the Transferee, for himself and his heirs, executors and assigns, agrees that he shall not use, occupy or deal with the lands, or any part thereof or any interest therein, except in accordance with the provisions of the Shared Property and Co-tenancy Agreement registered on the 24 day of DECEMBER, 1998 as Instrument No. 1172030
- 2.10 Claridge's Rights and Obligations. Claridge has the same rights and obligations as the Owners in respect of the Shared Property and Claridge shall cease to have such rights and obligations upon the completion of the sale of the Units and the Co-tenancy Interest.
- 2.11 Contractual Relationship Between Owners. Each Owner of a Unit is deemed to have contracted directly with each other Owner with respect to the provisions in this Agreement.

2.12 Relationship of Owners. The Owners are not considered to be and shall not be deemed to be engaged in a business or as a general partnership, a limited partnership, a company, shareholders of a corporation, a joint venture, a joint stock company or an association nor shall the Owners or any of them for any purpose be, or be deemed or treated in any way whatsoever to be liable or responsible hereunder as partners or joint venturers, but at all times the relationship shall be solely that of tenants in common. For greater certainty, no Owner is, or is intended to be, or shall be deemed to be the partner, agent or legal representative of any other owner, whether for the purposes of this agreement or otherwise, except in all respects as provided in this Agreement.

2.13 Several Liability. As between the Owners, the obligations of each Owner relating to the Shared Property as a whole shall be several and not joint and the obligation of any Owner shall be limited to that Owner's Proportionate Share.

3. MANAGEMENT OF THE SHARED PROPERTY

3.1 Management of Shared Property. The Shared Property shall be managed by Claridge until such time as a majority of the Units are sold. In computing the cost of maintenance and repair, Claridge shall be entitled to charge at the going rate for labour furnished or materials supplied by its servants or agents. When a majority of the units have been sold by Claridge, the management and supervision of the maintenance and repair of the Shared Property excluding the party walls shall be exercised by a Co-tenancy Committee. The duties of the Co-tenancy Committee are as follows:

- (a) to prepare an annual budget for the maintenance, repair and general upkeep of the Shared Property and all other areas that are the obligation of all the Owners under Section 4;
- (b) to estimate the amount of Shared Expenses for the ensuing fiscal year;
- (c) to establish a reserve fund for contingencies including the major repair and replacement of the Shared Property;
- (d) generally, to oversee the management and operation of the Shared Property and, if deemed necessary, to appoint a property manager which will deal with day to day management, accounting and general administrative matters and will fully account to the Co-tenancy Committee in respect thereof;
- (e) revise the rules and regulations imposed upon the Owners relating to the Shared Property as set out in Schedule "E" when deemed necessary; and
- (f) account to the Owners from time to time with respect to the foregoing and, in particular, to call annual meetings of the Owners in accordance with Section 9 of this agreement.

3.2 Meeting of Owners. Within sixty (60) days after Claridge ceases to be the owner of a majority of the Units, Claridge shall call the first meeting of the Unit Owners. At such meeting of Owners, three (3) Owners shall be elected to form the Co-tenancy Committee. A quorum for the transaction of business at any meeting of the Co-tenancy Committee shall be two (2). Notwithstanding vacancies on the Committee, the remaining Committee members may exercise the powers of the Committee so long as a quorum remains in office. A quorum of Committee members may also fill a vacancy on the Co-tenancy Committee by appointing one (1) Owner to hold office until the next annual meeting of Owners.

CO-TENANCY COMMITTEE QUORUM
IS 2

3.3 Qualifications. Each Committee member shall be either:

- (a) an Owner of a Unit;
- (b) a nominee of an Owner;
- (c) a chargee of an interest in a Unit; or
- (d) a nominee of a chargee of an interest in a Unit.

A Committee member shall be deemed to have tendered his resignation from the Co-tenancy Committee when there is default of payment of his Shared Expenses for a period of sixty (60) days or more.

3.4 Election and Term. The three (3) committee members shall be elected at a meeting of Owners called for that purpose. At such meeting of Owners, in accordance with the number of votes cast for each nominated committee member, one (1) committee member shall be elected to hold office until the first annual meeting following the date of his election; one (1) committee member shall be elected to hold office until the second annual meeting following the date of his election; and one (1) committee member shall be elected to hold office until the third annual meeting following the date of his election. Where the committee members are elected by acclamation, the Owners at the meeting shall determine the distribution of terms.

3.5 Calling of Meetings. Meetings of the Co-tenancy Committee shall be held when called by any committee member. Notice of any meeting shall be given to each committee member personally, not less than forty-eight (48) hours before the time when the meeting is to be held, or by ordinary mail, or by leaving the notice at the last recorded address of the committee member not less than five (5) days before the day the meeting is to be held. No notice of a meeting shall be necessary if all the committee members are present and consent to the holding of the meeting or if those absent waive notice of or otherwise signify in writing their consent to the holding of the meeting.

3.6 Regular Meeting. The Co-tenancy Committee may appoint a time and a place for regular meetings. A copy of any resolution of the Co-tenancy Committee fixing such time and place shall be sent to each committee member and no further notice shall be required for any such meetings.

- 3.7 Indemnity of Committee Members and Officers. Every committee member and officer of the Co-tenancy Committee and his heirs, executors, administrators and other legal personnel representatives shall be indemnified and saved harmless by the Owners from and against:
- (a) any liability and all costs, charges and expenses that he sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him for or in respect of the execution of the duties of his office; and
 - (b) all other costs, charges and expenses that he sustains or incurs in respect of the affairs of the Co-tenancy;

provided that:

- (i) the Co-tenancy Committee is advised of any such action, suit or other proceeding, or cost, charge or expense, forthwith after the committee member or officer received notice thereof, and
- (ii) the Owners are given the right to join in the defence of the action, suit or proceeding;

Notwithstanding the foregoing, no committee member or officer of the Co-tenancy Committee shall be indemnified by the Co-tenancy Committee in respect of any liability, cost, charge or expense that he sustains or incurs in or about any action, suit or other proceeding as a result of which he is adjudged to be in breach of any duty or responsibility set out hereunder, unless in an action brought against him in his capacity as committee member or officer he has achieved complete or substantial success as a defendant.

- 3.8 Officers. The committee members may elect from any of its members a President, Secretary and Treasurer. One person may hold more than one (1) office.
- 3.9 Term of Office. A majority of the Owners may remove at their pleasure any officer or member of the Co-tenancy Committee.
- 3.10 President. The President shall, when present, preside at all meetings of the Owners and of the Cotenancy Committee and shall be charged with the general supervision of the business and affairs of the Co-tenancy.
- 3.11 Secretary. The Secretary shall give or cause to be given all notices required to be given to the Owners, committee members, auditors, mortgagees and all others entitled thereto; he shall attend all meetings of the committee members and of the Owners and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings; he shall be the custodian of all books, papers, records, documents and other instruments belonging to the Co-tenancy and he shall perform such other duties as may be prescribed by the Co-tenancy Committee.
- 3.12 Treasurer. The Treasurer shall keep or cause to be kept full and accurate books of accounting which shall record all receipts and disbursements of the Co-tenancy and, under the direction of the Co-tenancy Committee, shall control the deposit of money, the safekeeping of securities and the disbursement of the funds of the Co-tenancy; he shall render to the Co-tenancy Committee, whenever required of him, an account of all his transactions as Treasurer and of the financial position of the Co-tenancy; and he shall perform such other duties as may be prescribed by the Co-tenancy Committee.
- 3.13 Agents and Attorneys. The Co-tenancy Committee shall have power from time to time to appoint managers, personnel, agents or attorneys for the Co-tenancy with such powers of management or otherwise, including the power to sub-delegate, as may be thought fit. Without limiting the generality of the foregoing, the Co-tenancy Committee may appoint a property manager which property manager shall be fully accountable to the Co-tenancy Committee.

4. SHARED EXPENSES

- 4.1 Shared Expenses. The Shared Expenses of the Shared Property shall include the following:
- (a) all municipal, provincial or other government taxes, rates or assessments, including local improvement rates, charged, levied or issued against the Shared Property as they become due and payable;
 - (b) insurance premiums with respect to the maintenance of insurance policies on the Shared Property, including property damage and public liability insurance and all costs related to securing insurance coverage;
 - (c) the cost of repair, replacement and maintenance of the Shared Property;
 - (d) the cost of landscaping and snow removal of the Shared Property, it being understood and agreed that such landscaping shall include all grassed areas, whether located within Unit boundaries or not, save and except for the fenced rear yards of the Units abutting Greenfield Avenue along the easterly boundary of the Lands; *INSIDE THE FENCE - NO*
 - (e) the cost of repair, replacement, maintenance and snow removal of all driveways, curbs, steps and walkways leading to Units and Shared Property, whether they form part of the Shared Property or not; *OUTSIDE 4 X REF 2 1/3/07 YES - ALONG SIDEWALK*
 - (f) the cost of services, maintenance materials, tools and supplies for the Shared Property;
 - (g) the cost of legal, accounting, managing, auditing and engineering services or other professional advice and service required by the Co-tenancy Committee;
 - (h) the cost of personnel required to maintain, repair and operate the Shared Property;

- (i) a contribution towards a reserve fund for major repair and replacement of the Shared Property which reserve fund shall constitute an asset of the Co-tenancy Committee to be held in trust for all of the Owners and shall not be distributed on the sale of a Unit;
- (j) any amounts spent to remedy any Owner's breach of this Co-tenancy Agreement as well as any amount spent by the Co-tenancy Committee on behalf of the Owners to enforce the remedies provided for in this Agreement upon the default of any Owner;
- (k) such other expenses as are normally incurred in maintaining a high quality, residential development.

Notwithstanding that certain parts of the dwellings may project into Shared Property, each Owner is responsible for maintaining and repairing both the interior and exterior of his or her own dwelling including all door sills and/or thresholds and decks or balconies.

Without limiting the generality of the foregoing, the estimated Shared Expenses for the first twelve months after fees commence to be payable under this Agreement are set out in Schedule "D".

- 4.2 Expenses Pertaining to Shared Elements. Notwithstanding anything contained herein to the contrary, the Shared Elements, as defined in Section 2.4, are the sole responsibility of those Owners enjoying the benefit of same and the cost of their maintenance, repair and replacement is not part of the Shared Expenses as defined herein.
- 4.3 Payment of Shared Expenses. Each Owner shall pay to the Treasurer of the Co-tenancy Committee his Proportionate Share of the Shared Expenses being one sixty-first (1/61st) of the total of such expenses at such time or times determined by the Co-tenancy Committee regardless of when the expense will be incurred, without set off or deduction. The Co-tenancy Committee may request that payment be made by delivery to the Treasurer a series of monthly post-dated cheques for the Owner's Proportionate Share of the estimated Shared Expenses for each year. Such sums are to be held by the Treasurer, in trust, and to be used by the Treasurer for the purpose of maintaining the Shared Property and keeping current all Shared Expenses. The reserve fund received by the Treasurer shall be segregated and deposited into a special interest bearing trust account to be held by the Treasurer until such funds are required to be expended, or until the Owners, by a decision confirmed by at least forty (40) of the then current Owners, direct the Co-tenancy Committee to use the fund for another purpose.
- 4.4 Change in Shared Expenses. The total monthly amount to be collected for Shared Expenses may from time to time be changed by either:
- (a) a notice from the Co-tenancy Committee advising that additional funds are necessary to keep Shared Expenses current and setting out with reasonable detail the reason for the Co-tenancy Committee's decision; or
 - (b) a decision signed by a majority of the then current Owners present at any meeting of all Owners where quorum has been satisfied.
- 4.5 Priority of Shared Expenses. The Owners agree that every amount from time to time payable by him for Shared Expenses shall constitute a first charge upon the Owner's Unit subject only to municipal taxes having statutory priority and that any such amounts that may from time to time be in arrears will have priority to the rights of any purchaser or mortgagee of such interest, whether the instrument in favour of such purchaser or mortgage is registered before or after such common expense payments become due. This charge shall be deemed to be a charge to which the *Mortgages Act*, R.S.O. 1990 c.M.40 applies.
- 4.6 Default. Should an Owner make default in payment of Shared Expenses, the amount in arrears shall bear interest in favour of the Treasurer as trustee for the other Owners at a rate of interest which is the greater of:
- (a) fifteen percent (15%) per annum, calculated monthly;
 - (b) a rate which is equal to five (5%) per annum above the bank rate of the Royal Bank of Canada. In case such default continues for a period of fifteen (15) days, the Owners in addition to the rights set out in Section 4.5 shall have the right to collect the same by action and shall have a charge upon the Owner's Unit until such amount shall have been paid. If such amount shall not have been paid within a thirty-five (35) day period, the other Owners or any of them (the "Paying Owners") shall be entitled to advance the necessary sum on behalf of the defaulting owner (the "Defaulting Owner"). As security for this advance the Defaulting Owner hereby charges his Unit in favour of the Paying Owners in the amount so contributed from time to time together with interest at the rate herein set forth and agrees that the terms of such charge are those terms set out in the charge terms filed under the *Land Registration Reform Act*, R.S.O. 1990, c. L4, as number 911.
 - (c) Non-avoidance. The obligations of an Owner to contribute towards Shared Expenses shall not be avoided by waiver of the right to use the Shared Property or by abandonment.
- 4.7 Direction to Tenant. If a Unit is leased to a tenant and the Owner is in default in the payment of any amount on account of Shared Expenses or any other amount required to be paid pursuant to this Agreement, then the Owner agrees that the other Owners shall be entitled to serve a notice upon the tenant of such Defaulting Owner's Unit requiring such tenant to pay all further rents due and becoming due to the other Owners until such time as the full amount of any such arrears together with interest thereon as provided in Section 4.6 hereof, owing by the Defaulting Owner has been fully paid. Each of the Owners agree that any lease or tenancy agreement which they may enter into with respect to the Unit shall contain a provision authorizing the tenant to make any such payment of rent to the other Owners in the event of delivery to the tenant of such notice by the other Owners.

5. SHARED PROPERTY

- 5.1 Use of Shared Property. Except as herein otherwise provided, each Owner has the full use, occupancy and enjoyment of the whole or any part of the Co-tenancy Interest lands with all others entitled thereto, and the Shared Property for the purposes intended.

5.2 Substantial Change to Property.

- (a) The Co-tenancy Committee may, by a confirming vote of at least forty (40) Owners at a meeting where a quorum is present, make any substantial additions, alterations or improvements to, or renovation of the Shared Property. For this purpose, any addition, alteration, or improvement to, or renovation of the Shared Property shall be deemed to be substantial if the cost of such addition, alteration or improvement to or renovation of the Shared Property is in excess of twenty percent (20%) of the current annual budget. \$ 20 K
- (b) The Co-tenancy Committee may, by a confirming vote of at least thirty (30) Owners at a meeting where a quorum is present, make any other addition, alteration, or improvement to, or renovation of the Shared Property.

5.3 Maintenance of Fencing. The Owners covenant and agree not to alter or tamper with the fencing, and to maintain same to the satisfaction of the Corporation of the National Capital Commission, the City of Ottawa, and the Regional Municipality of Ottawa-Carleton as the case may be.

INCLUDES ALL BORDER FENCING ON GREENFIELD
X REF 2.3 (b) MINUTES OF COMMITTEE MEETING 18 DEC 89

5.4 Maintenance of Landscaping. The Owners covenant and agree not to alter the landscaping and to maintain same to the satisfaction of the National Capital Commission and the City of Ottawa as the case may be. X REF 2.3 (g)

X REF SCHED E

6. USE OF UNIT

6.1 Structural Alterations. An Owner shall be prohibited from making any alteration to his or her Unit, the result of which will interfere with the structure or bearing walls of an adjacent Unit without the prior consent of the other Owner holding an interest in such Unit and provided that any such alterations shall be completed at the expense of the Owner and shall not result in any reduction in the Shared Property.

X REF MINUTES OF SPECIAL MEETING 20 FEB 01

ALTERATIONS TO EXTERIOR. An Owner shall not make any alteration to the exterior of the Unit without the prior written approval of the Co-Tenancy Committee, unless such alteration is minor or cosmetic in nature, in which event such approval shall not be required. The Co-Tenancy Committee shall determine whether an alteration is minor or cosmetic and its decision shall be final and binding. Such alterations shall be subject to the requirements, if any, of the National Capital Commission.

RY 16.2
IMPORTANT

6.3 Alterations to Grade. An Owner shall not alter, repair, demolish, remove or replace any of the Shared Property or alter the slope of the Lands nor interfere with any drainage established on the Lands.

6.4 Restrictions on Leasing. An Owner shall not lease the Unit unless an agreement is signed by the tenant and delivered to the Co-tenancy Committee by the Owner prior to the tenant taking possession of the Unit to the following effect:

X REF 4.7

"I, covenant and agree that I and any person using the Unit and the Shared Property will comply with the Shared Property and Co-tenancy Agreement affecting the ownership and use of the Unit and Shared Property."

TENANT RESPONSIBLE FOR SHARED EXPENSES WHEN OWNING IN DEFAULT

No tenant shall be liable for the prepayment of Shared Expenses unless notified by the Co-tenancy Committee that the Owner is in default of payment of Shared Expenses, in which case, the tenant shall deduct, from the rent payable to the Owner, the Owner's share of the Shared Expenses, and shall pay the same to the Co-tenancy Committee. The Owner's rights and obligations with respect to the Owner's Land shall be joint and several with the tenant.

6.5 Maintenance and Repair of Shared Elements. The obligation to maintain and repair and keep in good condition the Shared Elements shall rest with and be shared equally by the Owners from time to time who share the same. The management and supervision of maintenance and repair of the Shared Elements shall be exercised by the Owners who share same. In the event that any work is required to be done to maintain and keep in repair the Shared Elements, it is agreed that prior to any such work being undertaken, approval as to its cost shall be obtained from the Owners affected by the work provided, however, that in the case of an emergency, any one of the Owners shall be at liberty to carry out the work required to be done or shall be entitled to exercise such easements and rights of way which are reasonably necessary for the purpose of doing the necessary work and may enter in or upon the property which is to be affected by such work and the Owner of the remaining property shall indemnify the Owner which causes such work to be performed to the extent of his proper share of such work, the intention being that the cost of such work shall be borne equally by and amongst the Owners.

6.6 Right of Access.

(a) Any Owner who pursuant to the provisions of this Agreement, is required or entitled to exercise supervision and management of the maintenance and repair of the Shared Property or Shared Elements, or is elected or appointed to the Co-tenancy Committee may exercise in relation thereto such easements and rights of access as are reasonably necessary for the purpose of carrying out such maintenance and repair and to this end the other Owners do hereby grant to these owners and their servants and agents, including any municipal authority, such easements and rights of access.

(b) Each Owner shall have the right to maintain, repair and replace any encroachments resulting from eaves, horizontal or vertical extensions of party walls and the projection of the upper storeys of the building over other Units and/or Shared Property and the right to enter into and upon and to pass and repass over the abutting Unit at all reasonable times with equipment and machinery for the purposes of cleaning, painting, repairing, replacing and otherwise maintaining the building, landscaping and fencing and any encroachments therefrom. Such right to access shall not include the right of entry into the building on the abutting Unit but shall include the right of passing and repassing over the roof of the abutting building.

(c) The Owners of Units abutting Greenfield Avenue along the easterly boundary of the Lands except for Builder Units 45 to 59 inclusive, 61 and 62 shall have the right to erect and maintain a fence in the rear yard of the Unit provided there is a one and two-tenths (1.2) metre wide gate which permits access along the rear boundary of the Unit in those cases where other Owner(s) have a right-of-way over such rear yard. The rear yard of each such Unit shall be subject to a right of access in favour of the Owners of certain other Units in the block in which the Unit is situate. It is acknowledged that there may be trees partially obstructing that portion of certain rear yards which is subject to the right of way and, in such event, the Owners having the right of access shall be entitled to circumvent such obstacles in order to gain access to their own Units.

6.7 Damage. In the event of fire or other casualty causing damage or destruction to the Shared Property or Shared Elements, such damage or destruction shall be repaired as expeditiously as possible following the happening thereof in a good and workmanlike manner with materials of standard quality and in accordance with all applicable bylaws, and for this purpose the Owners from time to time of any party walls so damaged or destroyed shall execute and deliver all necessary proofs of loss, and except to the extent that any mortgagee having an interest in fire insurance proceeds may otherwise require, or to the extent that the Owners affected by such damage or destruction may mutually agree in writing, all cheques representing insurance proceeds shall be endorsed and released by them and such proceeds of insurance shall be applied to the cost of such repair in accordance with the progress of repair or re-construction.

7. SALE BY OWNER

X REF 2.9

7.1 Notice of Sale. Upon an Owner entering into an agreement for the sale of his Unit and his Co-tenancy Interest, he shall immediately thereafter notify the Co-tenancy Committee of such sale, the name and address of the purchaser and date set for the completion of such sale. The Owner shall pay to the Co-tenancy Committee, prior to the completion of such sale, all monies due and owing by the Owner up to and including the date of completion of such sale with respect to any unpaid Shared Expenses.

7.2 Assumption Agreement. The Owner agrees in case of the sale to cause the purchaser to sign an assumption agreement in a form satisfactory to the Co-tenancy Committee whereby such purchaser assumes in writing all of the obligations of the Owner under this Agreement and to specifically acknowledge that such purchaser has received a copy of this agreement. If the Owner sells without obtaining such assumption agreement and delivering it to the Co-tenancy Committee, the Owner shall continue to be eligible for the obligations imposed under this agreement.

7.3 Estoppel Certificate. The Co-tenancy Committee shall on the request of a purchaser deliver to such purchaser on closing an Estoppel Certificate in the form attached hereto as Schedule "F" for the then current fee. The Estoppel Certificate shall also be made available to mortgagees at the Co-tenancy Committee's then current fee. \$100

8. PARTITION RESTRICTIONS

8.1 Partition Restrictions.

(a) An Owner shall not have the right to petition nor make any application to, or petition any court or authority having jurisdiction, nor commence, nor prosecute any action, for partition and sale of the Co-tenancy Interest under the provisions of the *Partition Act*, R.S.O. 1990, c.P.4, as may be amended from time to time or any statute enacted to replace it.

(b) In case an order for sale is made under such Act, each of the Owners shall be permitted to purchase the interest at such sale.

8.2 Remedies. Upon any breach of section 8.1 by any of the Owners, the other Owners may, in addition to all other rights and remedies in law and in equity be entitled to obtain an order restraining the commission of any such breach and an order rescinding and removing the effects of any such breach and the Owner in breach shall not be entitled to plead in defence that there would be an adequate remedy at law; it being recognized and agreed that the injury and damage resulting from any such breach could not be entirely compensated by an award of damages.

9. MEETING OF OWNERS

NORMALLY MID-MAY

9.1 Annual Meetings. The Co-tenancy Committee shall call an annual meeting of the Owners to receive reports, to elect Co-tenancy Committee members, and to transact such other business as may be set out in the notice of the meeting. The Owners shall be provided with not less than twenty-one (21) days' written notice of all annual general meetings.

9.2 Meetings Called by Owners. Any of the Owners may, in writing, call a meeting specifying the purpose or purposes of the meeting, the place for holding the meeting, and the date for holding of the meeting which shall not be sooner than fourteen (14) days' after written notice has been given to all of the Owners.

9.3 Quorum. The presence in person or by proxy of not less than thirty percent (30%)^{19 or more} of the votes shall be necessary to constitute a quorum at all meetings of Owners for the transaction of business. If a quorum shall not be present, the holders of a majority of votes, present in person or represented by proxy, at such meeting shall have power to adjourn from time to time the meeting until a quorum shall be present or represented. At any adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

9.4 Votes. At all meetings, each of the Owners who is not at such time in default in the payment of the Shared Expenses shall be entitled to cast one (1) vote for each matter presented for vote. Only Owners of record not in default shall be entitled to vote either in person or by proxy. In the event that more than one (1) person shall have an interest in any one of the Units, then for the purpose of any voting decision to be made by the Owners, such persons shall be deemed to be one (1) for the purpose of computing such votes. All voting by Owners shall be on the basis of one vote per Unit.

- 9.5 General. Unless otherwise specified in this agreement, any resolution passed by a majority vote at a meeting of the Owners shall be binding on Owners and their respective heirs, executors, administrators, successors and assigns.
10. **INSURANCE**
- 10.1 Insurance Coverage. The Co-tenancy Committee shall obtain and maintain the following insurance:
- (a) public liability and property damage insurance, and insurance against the Owners' liability resulting from breach of duty as occupier of the Shared Property insuring the liability of the Owners from time to time, with limits to be determined by the Owners, but not less than Two million dollars (\$2,000,000.00), and without right of subrogation as against each of the Owners, the Co-tenancy Committee, their agents, employees and servants, and as against the Owners and occupants.
- 10.2 Provisions Affecting Coverage. Every policy of insurance referred to in Section 10 shall insure the interests of the Owners from time to time, as their respective interests may appear and shall to the extent reasonably available contain the following provisions:
- (a) waivers of subrogation against the Owners, the Co-tenancy Committee, their agents, employees and servants and as against the Owners, except for arson, fraud, vehicle impact, vandalism, or malicious mischief,
- (b) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days' prior written notice to the Owners;
- (c) waivers of any defence based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of statutory condition of any insured;
- (d) any coverage provided or monies payable under any insurance purchased by any of the Owners, occupant or chargee shall not be brought into contribution with any coverage or monies payable pursuant to policies held herein.
- 10.3 Settlement. The Co-tenancy Committee shall have the exclusive right to adjust any loss and settle any claims with respect to all insurance and to give such releases as are required, and any claimant, including the owner of a damaged Unit, shall be bound by such adjustment. The Owners may, however, authorize any of the Owners in writing to adjust any loss to his Unit.
- 10.4 Insuring the Unit. Each Owner shall insure his or her own Unit in an amount equal to its full replacement cost and shall provide the Co-tenancy Committee with proof of insurance.
- 10.5 Breach of Conditions. The Owners from time to time sharing the Shared Property shall at no time do or commit any act of omission or commission which shall constitute a breach of statutory conditions applicable to the fire insurance covering the Unit of which he or she is the Owner and the Shared Property or which would void such fire insurance coverage or, except with the consent of the insurer, increase the risk.
11. **INDEMNIFICATION**
- 11.1 Indemnification. The Owner shall indemnify and save harmless the other Owners from and against any losses, costs, damage, injury or liability whatsoever which any other Owner may suffer or incur resulting from or caused by an act or omission of the Owner, his employees, customers or any guest thereof, and any tenant to or with respect to the Shared Property, except for any loss, cost, damage, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Owners.
- 11.2 Reimbursement. In the event that the Owner shall be required to make payment in respect to the Shared Property in an amount in excess of the Owner's Proportionate Share for any reason other than a reason attributed to the Owner's act or omission or the act or omission of those for whom the Owner is in law responsible, the other Owners, in their respective Proportionate Shares, agree to indemnify the Owner for the excess amount so paid, and such amount shall be payable to the Owner on demand.
- 11.3 Indemnification of Co-tenancy Committee. Except in the case of gross negligence or fraud on the part of the Co-tenancy Committee, its servants or agents, the Owners shall indemnify and save harmless the Co-tenancy Committee members from and in respect of any and all liability and from all claims or demands arising out of damage or injuries to persons or property in or about or in any way connected with the Shared Property and defend at the expense of the Owners all suits which may be rendered against the Co-tenancy Committee members on account thereof.
12. **ARBITRATION**
- 12.1 Arbitration. If, during the continuance of this Agreement, there is any dispute, difference or question which is not covered by the provisions of this Agreement or which has not been resolved at a meeting of the Owners by decision approved by the majority of the Owners, then such dispute, difference or question shall then be referred to arbitration. The arbitration shall be conducted by three (3) persons, one (1) to be appointed by each side to the dispute and a third (3rd) to be appointed by the two (2) so appointed. If either side to such dispute shall fail to appoint an arbitrator within ten (10) days after one (1) of the parties has appointed an arbitrator and has notified the other in writing of the appointment and of the matter in dispute to be dealt with, the other arbitrators shall be appointed in accordance with the provisions of the *Arbitration Act, S.O. 1991*.
13. **BANKING ARRANGEMENTS, CONTRACTS AND BORROWING**
- 13.1 Banking Arrangements. The banking business of the Co-tenancy shall be transacted with such bank or trust company by such persons and in such manner as the Co-tenancy Committee may designate.

13.2 Execution of Documents. Documents relating to the Co-tenancy shall be signed by the President together with the Secretary or any Co-tenancy Committee member.

The Co-tenancy Committee may, at any time and from time to time, direct the manner in which the person or persons by whom a particular deed, transfer contract or obligation may be signed. ALLOWS FOR ONE SIGNATURE ON CONTRACTS

13.3 Borrowing. The Co-tenancy may borrow such amounts as necessary to carry out the objects and duties of the Co-tenancy and to secure the same by a mortgage or pledge of any asset of the Co-tenancy; provided that each borrowing in excess of twenty percent (20%) of the annual budget shall require separate approval by a majority of the Owners at a meeting duly called for the purpose of obtaining such approval.

14. MISCELLANEOUS

14.1 Zoning. The Owners acknowledge that Section 4(C) of the City of Ottawa Zoning By-law Z-2K as amended, applies to the lands described in Schedule "A".

14.2 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

14.3 Further Assurances. The Owners agree to sign such further and other papers, cause such meetings to be held and resolutions passed, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this agreement and every part thereof.

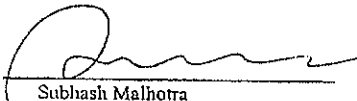
14.4 Notices. The delivery of any notice required to be given to the Owner hereunder shall be effective if personally delivered or if mailed and notice shall be deemed to be delivered four (4) days after the date of mailing if mailed by prepaid registered post, addressed to the Owner at the last recorded address for the Owner in the ownership records maintained by the Co-tenancy Committee. Any notice required to be given to the Co-tenancy Committee shall be served personally on a committee member or addressed by ordinary mail to the Co-tenancy Committee at an address which the Committee advises the Owners of from time to time.

14.5 Severability. Every provision of this agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity of the remainder of this agreement.

14.6 Interpretation. The use of the masculine gender in this Agreement shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires. This Agreement shall be read with all changes of gender and number required by the context.

14.7 Successors and Assigns. Except as otherwise provided, this Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns and the successors in title to the undivided interests in the Shared Property.

CLARIDGE HOMES (RIVERSIDE) INC.

Per: 
Subhash Malhotra

I have authority to bind the corporation

CLARIDGE HOMES (RIVERSIDE) INC.

Per: 
Subhash Malhotra

I have authority to bind the corporation

SCHEDULE "A"

Legal Description of the Lands

PIN 04125-0087

Lots 4 to 9, both inclusive, and Part of Lots 1, 2 and 3, Plan 27

Part of Lots A to E, both inclusive, Part of the one foot reserve and Part of Redmond Place closed by By-Law 109-95 Instrument No. LT1105876 and Part of the one foot reserve and Part of Redmond Place closed by By-Law 197-62 Instrument No. CR445186, Plan 68

Part of Lot F, Concession D (Rideau Front), Geographic Township of Nepean

Part of Echo Drive closed by Judge's Order Instrument No. CR260365, being Part of Lots E and F, Concession D (Rideau Front)

All in the City of Ottawa, Regional Municipality of Ottawa-Carleton

Designated as Parts 1 to 88, both inclusive, Plan 4R-14374

SCHEDULE "B"

Legal Description and Municipal Addresses of the Owners' Units

Plan 4R-14374, City of Ottawa, Regional Municipality of Ottawa-Carleton and designated as follows:

Builder Unit #	Parts on Reference Plan	Current Municipal Address	Future Address after By-law
(1)	Part 1	195 Colonel By Drive, Unit 1	1 Kings Landing Private
(2)	intentionally deleted		
(3)	Part 3	195 Colonel By Drive, Unit 3	3 Kings Landing Private
(4)	Part 4	195 Colonel By Drive, Unit 5	5 Kings Landing Private
(5)	Part 5	195 Colonel By Drive, Unit 7	7 Kings Landing Private
(6)	Part 6	195 Colonel By Drive, Unit 9	9 Kings Landing Private
(7)	Part 7	195 Colonel By Drive, Unit 11	11 Kings Landing Private
(8)	Part 8	195 Colonel By Drive, Unit 13	13 Kings Landing Private
(9)	Part 9	195 Colonel By Drive, Unit 19	19 Kings Landing Private
(10)	Part 10	195 Colonel By Drive, Unit 17	17 Kings Landing Private
(11)	Part 11	195 Colonel By Drive, Unit 21	21 Kings Landing Private
(12)	Part 12	195 Colonel By Drive, Unit 23	23 Kings Landing Private
(13)	Part 13	195 Colonel By Drive, Unit 25	25 Kings Landing Private
(14)	Part 14	195 Colonel By Drive, Unit 27	27 Kings Landing Private
(15)	Part 15	195 Colonel By Drive, Unit 29	29 Kings Landing Private
(16)	Part 16	195 Colonel By Drive, Unit 31	31 Kings Landing Private
(17)	Part 17	195 Colonel By Drive, Unit 33	33 Kings Landing Private
(18)	Part 18	195 Colonel By Drive, Unit 35	35 Kings Landing Private
(19)	Part 19	195 Colonel By Drive, Unit 37	37 Kings Landing Private
(20)	Part 20	195 Colonel By Drive, Unit 39	39 Kings Landing Private
(21)	Part 21	195 Colonel By Drive, Unit 41	41 Kings Landing Private
(22)	Part 22	195 Colonel By Drive, Unit 43	43 Kings Landing Private
(23)	Part 23	195 Colonel By Drive, Unit 45	45 Kings Landing Private
(24)	Part 24	195 Colonel By Drive, Unit 47	47 Kings Landing Private
(25)	Part 25	195 Colonel By Drive, Unit 49	49 Kings Landing Private
(26)	Part 26	195 Colonel By Drive, Unit 57	57 Kings Landing Private
(27)	Part 27	195 Colonel By Drive, Unit 59	59 Kings Landing Private
(28)	Part 28	195 Colonel By Drive, Unit 61	61 Kings Landing Private
(29)	Part 29	195 Colonel By Drive, Unit 63	63 Kings Landing Private
(30)	Part 30	195 Colonel By Drive, Unit 65	65 Kings Landing Private
(31)	Part 31 and 65	195 Colonel By Drive, Unit 76	76 Kings Landing Private
(32)	Part 32	195 Colonel By Drive, Unit 74	74 Kings Landing Private
(33)	Parts 33 and 88	195 Colonel By Drive, Unit 72	72 Kings Landing Private
(34)	Parts 34 and 87	195 Colonel By Drive, Unit 70	70 Kings Landing Private
(35)	Parts 35 and 86	195 Colonel By Drive, Unit 68	68 Kings Landing Private
(36)	Parts 36 and 85	195 Colonel By Drive, Unit 66	66 Kings Landing Private
(37)	Parts 37 and 84	195 Colonel By Drive, Unit 64	64 Kings Landing Private
(38)	Parts 38 and 83	195 Colonel By Drive, Unit 62	62 Kings Landing Private
(39)	Parts 39 and 82	195 Colonel By Drive, Unit 60	60 Kings Landing Private
(40)	Parts 40 and 81	195 Colonel By Drive, Unit 58	58 Kings Landing Private
(41)	Part 41	195 Colonel By Drive, Unit 56	56 Kings Landing Private
(42)	Part 42	195 Colonel By Drive, Unit 54	54 Kings Landing Private
(43)	Parts 43 and 80	195 Colonel By Drive, Unit 52	52 Kings Landing Private
(44)	Parts 44 and 79	195 Colonel By Drive, Unit 50	50 Kings Landing Private
(45)	Parts 45 and 78	195 Colonel By Drive, Unit 48	48 Kings Landing Private
(46)	Parts 46 and 77	195 Colonel By Drive, Unit 46	46 Kings Landing Private
(47)	Part 47	195 Colonel By Drive, Unit 44	44 Kings Landing Private
(48)	Part 48	195 Colonel By Drive, Unit 42	42 Kings Landing Private
(49)	Parts 49 and 76	195 Colonel By Drive, Unit 40	40 Kings Landing Private
(50)	Parts 50 and 75	195 Colonel By Drive, Unit 38	38 Kings Landing Private
(51)	Parts 51, 64 and 74	195 Colonel By Drive, Unit 36	36 Kings Landing Private
(52)	Parts 52, 63 and 73	195 Colonel By Drive, Unit 34	34 Kings Landing Private
(53)	Parts 53 and 72	195 Colonel By Drive, Unit 32	32 Kings Landing Private
(54)	Part 54	195 Colonel By Drive, Unit 30	30 Kings Landing Private
(55)	Part 55	195 Colonel By Drive, Unit 28	28 Kings Landing Private
(56)	Parts 56 and 69	195 Colonel By Drive, Unit 22	22 Kings Landing Private
(57)	Parts 57 and 68	195 Colonel By Drive, Unit 20	20 Kings Landing Private
(58)	Part 58	195 Colonel By Drive, Unit 18	18 Kings Landing Private
(59)	Part 59	195 Colonel By Drive, Unit 16	16 Kings Landing Private
(60)	Part 60	195 Colonel By Drive, Unit 51	51 Kings Landing Private
(61)	Parts 61 and 71	195 Colonel By Drive, Unit 26	26 Kings Landing Private
(62)	Parts 62 and 70	195 Colonel By Drive, Unit 24	24 Kings Landing Private

Each Unit is together with a one sixty-first (1/61st) Co-Tenancy Interest in Parts 2, 66 and 67, Plan 4R-14374

SCHEDULE "C"

Legal Description of the Co-Tenancy Interest

PIN 04125-0087

Part of Lots 1 to 9, both inclusive, Plan 27, Part of Lots A to F, both inclusive, Plan 68, and Part of Redmond Place closed by By-law, designated as Parts 2, 66 and 67 on Plan 4R-14374, all in the City of Ottawa, Regional Municipality of Ottawa-Carleton

SCHEDULE "D"

ESTIMATED SHARED EXPENSES

FOR THE FIRST TWELVE MONTH PERIOD

Utilities	\$ 1,400.00
Insurance	1,100.00
Audit Fees	900.00
Maintenance	4,000.00
Snow Removal	14,500.00
Supplies	500.00
Landscaping	5,700.00
Reserve Fund	3,500.00
Management	<u>5,000.00</u>
Total	\$36,600.00

Estimated Shared Expenses monthly per Unit - \$50.00

Estimates based on 1998 dollars.

NOTE: Fees shall commence to be payable after a majority of units conveyed to third parties or as otherwise determined by Claridge Homes (Riverside) Inc.

SCHEDULE "E"
 RULES AND REGULATIONS ORIGINAL

SCHEDULE E

RULES AND REGULATIONS

(Revised 28 February 2003 under the provisions of
 Section 3.1(e) of the Co-Tenancy Agreement)

1. Owners shall not place, leave or permit to be placed or left in or upon the Shared Property any debris, refuse or garbage. Such debris, refuse or garbage shall be contained in properly sealed refuse bags or properly secured containers and placed by the street for garbage pick-up on designated pick-up days.
2. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the Shared Property including grass, trees, shrubs, hedges, flowers, flower beds, lockstones and curbing.
3. No planters, structures, tents, furniture or other apparatus shall be placed, located, kept or maintained on the Shared Property.
4. Any loss, cost or damage incurred by the other Owners by reason of a breach of any rules and regulations in force from time to time by any of the Owners, their families, guests, servants, agents, occupants or pets shall be borne by such Owner and may be recovered by the other Owners against such Owner in the same manner as Shared Expenses.
5.
 - a) No one shall obstruct the entrance of any building, nor the driveway leading to any building whether such driveway or entrance is located on Shared Property or within the boundary of a unit;
 - b) Except for the purpose of loading or unloading, parking is not permitted in any courtyard, except in designated parking spots, and on both sides of King's Landing Private at any time;
 - c) Visitor parking spots so designated in the Co-Tenancy Agreement are for the use of short-term visitors only. They are not for use by owners, tenants, or other occupants. Visitor parking of 48 consecutive hours or less will be considered to be short-term parking;
 - d) Vehicles parked in contravention of this rule will be subject to ticketing and towing under the authority of the Co-Tenancy Committee and/or the Corporation of the City of Ottawa or its successor.
6. Owners shall be entitled to keep a domestic animal in their Unit, provided such pet is not a nuisance in the opinion of the Co-Tenancy Committee, acting reasonably. All such animals shall be kept on a leash when crossing Shared Property or be carried.
7. When re-painting is required, the garage, main front and rear doors of all Units shall be painted in the original dark gray colour or in a colour as close as possible to the original colour. (Note: The original paint is "Devflux 4206.0500 Waterborne Acrylic Semi-Gloss Enamel, Formula Pratt & Lambert PL# 2307.")
8. To preserve the structural and architectural integrity of Kings Landing, exterior antennae, towers, and similar structures fall under the provisions of section 6.2 of the Co-Tenancy Agreement. For the installation of small satellite dish antennae the following will apply: The antenna must be mounted on the roof on the inside of the parapet, with the lowest part of the dish as close to the roof as practicable; In no case shall the antenna be mounted on exterior walls or on top of parapets; The antenna must be mounted in such a way that there will be no structural damage or water infiltration; Care must be taken to minimize the visibility of the antenna, supports, connections and cables; For units with roof deck patios, the proposed antenna location should be coordinated with the owners of neighbouring units.
9. The placement of Real Estate and Commercial signs on shared property at the entrances to Kings Landing is prohibited. Real estate signs may be placed on shared or private property as close as practicable to the unit for sale. Upon sale of the unit, signs should be removed as soon as possible.

SCHEDULE "F"
ESTOPPEL CERTIFICATE

HEREBY CERTIFIES THAT as of the date hereto: _____

- 1. The Owner of Unit _____, is not in default in the payment of the Shared Expenses as defined in a Co-tenancy Agreement;
- 2. The Co-tenancy Committee is not presently considering any increase in the Shared Expenses;
- 3. The Shared Expenses for the Unit are \$ _____ payable on the 1st day of each month;
- 4. The Owners are not presently involved in any legal action affecting the Shared Property;
- 5. The Co-tenancy Committee is not presently considering any substantial addition, alteration or improvement to or renovation of the tenancy in common lands or any substantial change in the assets of the Co-tenancy;
- 6. The Co-tenancy Committee has secured all policies of insurance that are required under the provisions of the said Co-tenancy Agreement;
- 7. The address of the Co-tenancy Committee is:

8. The Co-tenancy Committee Members and Officers are as follows:

<u>NAME</u>	<u>ADDRESS</u>
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- 9. The Co-tenancy Committee's Reserve Fund amounts to \$ _____ as at _____
- 10. The fiscal year end of the Co-tenancy Committee is _____

DATED at Ottawa, this _____ day of _____, 199_____

 Name -
 Office

SCHEDULE E

RULES AND REGULATIONS

(Revised 28 February 2003 under the provisions of
Section 3.1(e) of the Co-Tenancy Agreement)

1. Owners shall not place, leave or permit to be placed or left in or upon the Shared Property any debris, refuse or garbage. Such debris, refuse or garbage shall be contained in properly sealed refuse bags or properly secured containers and placed by the street for garbage pick-up on designated pick-up days.
2. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the Shared Property including grass, trees, shrubs, hedges, flowers, flower beds, lockstones and curbing.
3. No planters, structures, tents, furniture or other apparatus shall be placed, located, kept or maintained on the Shared Property.
4. Any loss, cost or damage incurred by the other Owners by reason of a breach of any rules and regulations in force from time to time by any of the Owners, their families, guests, servants, agents, occupants or pets shall be borne by such Owner and may be recovered by the other Owners against such Owner in the same manner as Shared Expenses.
5.
 - a) No one shall obstruct the entrance of any building, nor the driveway leading to any building whether such driveway or entrance is located on Shared Property or within the boundary of a unit;
 - b) Except for the purpose of loading or unloading, parking is not permitted in any courtyard, except in designated parking spots, and on both sides of King's Landing Private at any time;
 - c) Visitor parking spots so designated in the Co-Tenancy Agreement are for the use of short-term visitors only. They are not for use by owners, tenants, or other occupants. Visitor parking of 48 consecutive hours or less will be considered to be short-term parking;
 - d) Vehicles parked in contravention of this rule will be subject to ticketing and towing under the authority of the Co-tenancy Committee and/or the Corporation of the City of Ottawa or its successor.
6. Owners shall be entitled to keep a domestic animal in their Unit, provided such pet is not a nuisance in the opinion of the Co-tenancy Committee, acting reasonably. All such animals shall be kept on a leash when crossing Shared Property or be carried.
7. When re-painting is required, the garage, main front and rear doors of all Units shall be painted in the original dark gray colour or in a colour as close as possible to the original colour. (Note: The original paint is "Devflux 4206.0500 Waterborne Acrylic Semi-Gloss Enamel, Formula Pratt & Lambert PL# 2307.")
8. To preserve the structural and architectural integrity of Kings Landing, exterior antennae, towers, and similar structures fall under the provisions of section 6.2 of the Co-Tenancy Agreement. For the installation of small satellite dish antennae the following will apply: The antenna must be mounted on the roof on the inside of the parapet, with the lowest part of the dish as close to the roof as practicable; In no case shall the antenna be mounted on exterior walls or on top of parapets; The antenna must be mounted in such a way that there will be no structural damage or water infiltration; Care must be taken to minimize the visibility of the antenna, supports, connections and cables; For units with roof deck patios, the proposed antenna location should be coordinated with the owners of neighbouring units.
9. The placement of Real Estate and Commercial signs on shared property at the entrances to Kings Landing is prohibited. Real estate signs may be placed on shared or private property as close as practicable to the unit for sale. Upon sale of the unit, signs should be removed as soon as possible.