

305444

DATED _____

DIVISION OF LAND
CARLETON HOUSE AT OTTAWA

'84 OCT 17 PM 3 50

TERON INTERNATIONAL URBAN DEVELOPMENT
CORPORATION LTD.

DMcKay

DAVIDE MCKAY
ASSISTANT DEPUTY LAND
REGISTRAR

M.A. 256

CONDOMINIUM DECLARATION

GOLDBERG, SHINDER, GARDNER, KRONICK
& TAVEL
Barristers & Solicitors
307 Gilmour Street
Ottawa, Ontario
K2P 0P7

(CWS/hf/34264/Teron #1 - Declaration)

50.00 DECL.
46.00 UNITS
1.00 1X COPY

DECLARATION

This Declaration (hereinafter called the "Declaration") is made and executed pursuant to the provisions of The Condominium Act R.S.O. 1980, c. 84 as amended, and the regulations made thereunder (all of which are hereinafter referred to as the "Act") by:

TERON INTERNATIONAL URBAN DEVELOPMENT CORPORATION LTD.

(hereinafter called the "Declarant")

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the City of Ottawa, 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 the Act,

AND WHEREAS the Declarant has constructed buildings upon the said lands containing forty-six (46) dwelling units;

AND 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 DECLARES AS FOLLOWS:

ARTICLE I

INTRODUCTORY

1.1 Definitions. All words used herein which are defined in the Act shall have ascribed to them the meanings set out in the Act, as amended from time to time.

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

1.3 Consent of Encumbrancers. The consent of every person having a registered mortgage against the land or interest appurtenant to the land described in Schedule "A" is contained in Schedule "B" attached hereto.

1.4 Boundaries of Units and Monuments. The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of units in Schedule "C" attached hereto. Notwithstanding the boundaries of the Units, no Unit includes structural walls, wires, pipes, cables, conduits, ducts, flues, breaker boxes used for power or public utility lines within a unit which serve other Units as well as that of the Owner.

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

1.6 Address for Service and Mailing Address of the Corporation. The Corporation's address for service shall be 47 Clarence Street, Ottawa, Ontario or such other address as the Corporation may by resolution of the board determine, and the mailing address of the Corporation shall be 47 Clarence Street, Ottawa, Ontario.

ARTICLE II

COMMON EXPENSES

2.1 Specification of Common Expenses. Common expenses means the expenses of the performance of the objects and duties of the

Corporation and, without limiting the generality of the foregoing, shall include those expenses set out in Schedule "E" attached hereto.

2.2 Payment of Common Expenses. Each owner, including the Declarant, shall pay to the Corporation his proportionate share of the common expenses, as may be provided for by the by-laws of the Corporation, and the assessment and collection of contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the Corporation.

ARTICLE III

UNITS

3.1 Meaning of "Unit". Wherever in any agreement respecting a unit, or in this Declaration, the by-laws, the common element rules, or any mortgage or conveyance of a unit, the term "unit" is used, it shall include for all purposes the interest in the common elements appurtenant to such unit unless a contrary intention is specifically stated.

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

- (a) Each dwelling unit shall be occupied and used only as a private single family residence and for no other purpose; provided, however, that the foregoing shall not prevent the Declarant from completing the building and all improvements to the property, maintaining units as models for display, sale and rental purposes, and otherwise maintaining construction offices, displays and signs until all units have been sold by the Declarant;
- (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 placed by or on behalf of the Corporation or the reduction in coverage thereunder. If a unit is occupied or used by anyone in such a manner as to result in an increase in premium cost of any policy of insurance placed by or on behalf of the Corporation, the owner of such unit shall reimburse the Corporation for such increase, and such increase in premium cost shall be added to the owner's contribution towards the common expenses;
- (c) The owner of each unit shall require all tenants, residents and visitors in his unit to comply with the Act, the Declaration, the by-laws and the rules;
- (d) No boundary wall, load-bearing partition wall, floor, door or window, toilet, bath tub, wash basin, sink, heating, plumbing or electrical installation contained in or forming part of a unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Corporation; provided, however, that the provisions of this subparagraph shall not require any owner to obtain the consent of the Corporation for the purpose of painting or decorating, including the alteration of the surface on any wall, floor or ceiling which is within any unit;
- (e) No animal, livestock or fowl, other than a pet, shall be kept or allowed in any unit. No pet that is deemed by the Board or Manager, in its absolute discretion, to be a nuisance shall be kept by any owner in any unit. Such owner shall, within two (2) weeks of receipt of a written notice from the Board or the Manager requesting the removal of such pet, permanently remove such pet from the

property. No breeding of pets for sale shall be carried on, in or about any unit.

3.3.1 Rights of Entry to the Unit. 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, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the property.

3.3.2 In case of an emergency, an agent of the Corporation may enter a unit at any time and without notice for the purpose of repairing the unit, common elements including any 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.

3.3.3 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.

3.3.4 The Corporation shall retain a key to all locks to each unit. No owner shall change any lock or place any additional locks on the doors to any unit or in the unit or to any part of the common elements of which such owner has the exclusive use without immediately providing to the Corporation a key for each new or changed lock.

3.3.5 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.

3.4.1 Requirements for Leasing. No owner shall lease his unit unless he causes the tenant to deliver to the Corporation an agreement signed by the tenant, to the following effect:

"I, _____, covenant and agree that I, the 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.";

3.4.2 No lease entered into by the Owner with any tenant shall be valid or binding on the Corporation unless it shall include the following provisions:

"In the event the tenant shall be notified by the Corporation that the landlord is in default of any payment due to the Corporation by the landlord as Owner, the tenant shall deduct from the rent payable under this lease the amount of the arrears alleged by the Corporation to be owing by the Owner and the payment thereof by the tenant to the Corporation shall be conclusively deemed payment of rent under this lease."

3.4.3 Where a tenant residing in a Unit is in breach of any of the provisions of this Declaration, the By-laws and/or rules and regulations of the Corporation and such breach continues for a

period of at least ten (10) days following written notification by the board of directors or the property manager to the tenant of such breach or if such breach recurs, then the Corporation, in addition to any other remedies it may have pursuant to the Act, the Declaration, the By-laws and the rules and regulations of the Corporation or any other remedies it may have at common law, shall have the right to do the following:

- (a) Notify the unit owner of such breach or recurring breach by his tenant and require the unit owner to take immediate steps to remedy such breach; and
- (b) If the unit owner fails, within seven (7) days after notification, to remedy such breach (and the opinion of the board of directors or the property manager shall be conclusive in this regard) the Corporation shall be and is hereby irrevocably authorized, constituted and appointed the true and lawful attorney of the unit owner for and in his name to do the following:
 - (i) give notice to the tenant to terminate the tenancy in accordance with the Landlord and Tenant Act of Ontario;
 - (ii) apply for an Order declaring the tenancy terminated in accordance with the said Landlord and Tenant Act;
 - (iii) do all manner of acts, assurances, deeds, covenants and things as shall be required and as the Corporation or its counsel may see fit for any or all of the foregoing purposes.

3.4.4 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.

ARTICLE IV

COMMON ELEMENTS

4.1 Use of Common Elements. Subject to the provisions of the Act, the Declaration, the by-laws and the rules, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.

4.2.1 Additions, Alterations and Improvements. For the purposes of subsection 1 of Section 38 of the Act, the Board shall decide whether any addition, alteration or improvement to, or renovation of, the common elements, or any change in the assets of the Corporation is substantial.

4.2.2 No alteration, work, repairs, decoration, painting, maintenance, structure, fence, screen, hedge or erection of any kind whatsoever (the "work") shall be performed, done, erected or planted within or in relation to the common elements (including any part thereof over which any owner has the exclusive use) except by the Corporation or with its prior written consent or as permitted by the by-laws or rules.

4.2.3 The Corporation shall have access at all reasonable times to any part of the common elements over which any owner has the exclusive use in order to do the work.

4.3 Signs. No unit owner, except the Declarant may inscribe, paint or affix any sign, advertisement, or notice on any part of the outside of the buildings nor on any part of the common elements. The Board may from time to time in its absolute discretion pass rules which may determine what is a reasonable sign.

4.4 Parking. No unit owner or his tenant, or member of either of their households shall park upon any of the parking spaces not

allocated to him nor any of the parking areas designated by the Board from time to time as visitors' or other owners' parking. Visitors' parking shall be designated by the Board and may be redesignated from time to time.

4.5 Exclusive Use of Parts of Common Elements. Subject to the compliance with the Act, the Declaration, By-laws and the rules passed pursuant to the Act, the owner of each unit shall have the exclusive use of those parts of the common elements as set out in Schedule "F" attached hereto.

4.6 Corporation's Office. The part or parts of the common elements designated on the said Description as "office" and such other parts as are designated by the Corporation from time to time shall be used exclusively by the Corporation as its office(s) and for such maintenance and administrative purposes as the Board may from time to time determine, provided that in no event shall the space be used for residential purposes.

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

4.8 Pets. No animal, livestock or fowl other than a pet shall be kept upon the common elements, including those parts thereof of which any owner has the exclusive use. When on the common elements, all pets must be under leash. No pet that is deemed by the Board or Manager in its absolute discretion to be a nuisance shall be kept by any owner upon the common elements. Such owner shall, within two (2) weeks of receipt of a written notice from the Board or Manager requesting removal of such pet, permanently remove such pet from the property.

ARTICLE V

MAINTENANCE AND REPAIRS

5.1 Each owner shall maintain his unit and, subject to the provisions of the Declaration and Section 42 of the Act, each owner shall repair his unit after damage, all at his own expense. Each owner shall be responsible for damage to any other unit or to the common elements which is caused by the failure of the owner to so maintain and repair his unit. For the purpose of the Declaration and By-laws of the Corporation:

- (a) Repair shall mean restore to good condition, remedy and set right again after damage;
- (b) Maintain or Maintenance shall mean the restoration of wear and tear;
- (c) The standard of repair and maintenance in respect of the Property shall be that standard appropriate to the nature, style and quality of the Property and in the event of difference or dispute, the decision of the Corporation shall be binding on all persons affected thereby.

5.2 Each owner shall maintain and repair after damage those parts of the common elements of which he has the exclusive use and his fireplace and chimney flue, if any.

5.3 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 a rate per annum equal to four percent (4%) in excess of the prime rate of interest as charged from time to time by the Bank of Montreal at its main office in Ottawa on loans made in Canadian currency to its most credit worthy customers. The Corporation may collect all such sums of money in such instalments as the Board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such owner, after receipt of a notice from the Corporation thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

5.4 Subject to the provisions of Article 5.2 hereof, the Corporation shall repair and maintain the common elements and shall repair and maintain all doors which provide the means of ingress to and egress from a unit, and to all windows, save and except for maintenance of interior surfaces of windows and doors providing ingress to and egress from a unit, all at its own expense, whether such doors and windows are part of a unit or are part of the common elements.

ARTICLE VI

EXPROPRIATION

6.1 Total Expropriation. In the event of expropriation of the whole of the project, the compensation to be paid for the whole of the project shall be negotiated and finalized by the Corporation, whether or not proceedings are necessary and the compensation less expenses involved, if any, in obtaining the said compensation shall be distributed among the unit owners in proportion to their interest in the common elements. Notwithstanding the award for the expropriation of the whole project, the rights of each unit owner shall be separate to negotiate and finalize their personal compensation for improvements made to the unit after registration of this Declaration and the Description, cost of moving and other similar items personal to each unit owner.

6.2.1 Part of Common Elements Only Taken. If no units are affected by the expropriation and the expropriation includes part of the common elements, the compensation shall be negotiated and finalized by the Corporation, whether or not proceedings are necessary, and the compensation shall be distributed among the unit owners in proportion to their interest in the common elements.

6.2.2 Any portion of the proceeds received on expropriation that is attributable to any portion of the common elements that are to be used only by the owners of designated units and not by all the owners shall be divided among the owners of the designated units affected in the proportion in which their interests are affected.

6.3 Partial Expropriation Including Units. In the event of a partial expropriation which includes some units, each owner whose unit is expropriated shall deal with the expropriating authority with regard to compensation relating to his unit and interest in the common elements. The compensation for the damage suffered by the remaining owners shall be negotiated and finalized by the Corporation, whether or not proceedings are necessary and the compensation shall be distributed proportionately among the remaining owners. The Condominium Corporation shall notify all interested Mortgagees within ten (10) days after notice of expropriation is received. The cost of restoring the balance of the project so that it may be used shall be determined by the Corporation, and the Corporation shall negotiate with the expropriating authority with regard to compensation for this

expenditure, and shall, unless the government of the property by the Act is terminated in thirty (30) days of the receipt of such compensation in trust, reconstruct, using the funds received for such reconstruction.

ARTICLE VII

OBLIGATIONS IN EVENT OF SALE OR MORTGAGING

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

ARTICLE VIII

FIRST MEETING

8.1 As soon as practicable after the registration of this Declaration, the owners may, without notice, hold their first meeting for the purposes of electing a Board of Directors. The Board so elected may, without notice, hold its first meeting provided a quorum of directors is present. Any special by-law and any by-law passed by the board, from time to time, may be confirmed by the owners without a meeting provided the consent to and confirmation of the special by-law or by-law by owners who own one hundred percent (100%) of the units is endorsed thereon.

ARTICLE IX

MISCELLANEOUS

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

9.2 Noise and Disturbance. The owners from time to time acknowledge that they have been informed of the existence of potential noise associated with the traffic noise on Greenfield Avenue that may occasionally interfere with some of the activities of the occupants. Outdoor passive areas, protected from traffic noise, are available within the inner court area. This notification shall not be removed from title without the prior consent of the Ministry of the Environment.

9.3 Invalidity. 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.

9.4 Waiver. The failure to take action to enforce any provision contained in the Act, this Declaration, the by-laws, or any rules 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.

9.5 Conflict. In case of conflict between any provision hereof and the Act, the Act governs. In case of conflict between any provision in any By-law or Rule and the Act or this Declaration, the Act or this Declaration, as the case may be, governs. The invalidity of any part of this Declaration does not affect the validity of the remainder.

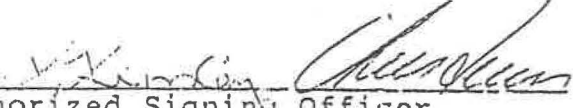
9.6 Construction of Declaration. This Declaration shall be read with all changes of number and gender required by the context.

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

DATED at Ottawa this 15 day of October, 1984.

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

TERON INTERNATIONAL URBAN DEVELOPMENT
CORPORATION LTD.

PER: 
Authorized Signing Officer

SCHEDULE "A"

Those lands and premises situate, lying and being in the City of Ottawa, in the Regional Municipality of Ottawa-Carleton, being composed of Lots 14, 15, 16, 17, 18, 19 and part of Lot 20 according to Plan 27 registered in the Land Registry Office for the Registry Division of Ottawa-Carleton and Lots 4, 5, 6, 7, 8, 9 and 10, north of Greenfield Avenue according to Plan 48 registered in the said Land Registry Office, designated as Parts 1 and 2 on Reference Plan 4R-4298, deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton at Ottawa.

Saving and excepting those parts of Lots 4 to 10, inclusive, north of Greenfield Avenue on Plan 48, designated as Part 1 on Plan 4R-4378.

BEING THE WHOLE OF PARCEL 14-3 IN THE REGISTER FOR SECTION 27.

SCHEDULE "B" (i)

CONSENT UNDER CLAUSE 3(1)(b) OF THE ACT

CENTRAL TRUST COMPANY having a registered charge within the meaning of clause 3(1)(b) of the Condominium Act, registered as Number NS198563 in the Land Registry Office for the Land Registry Division of Ottawa-Carleton (No. 5) and filed as Instrument No. 343290 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 land or interests appurtenant to the land described in the description.

DATED AT Ottawa this 11 day of October, 1984.

CENTRAL TRUST COMPANY

Per: *H. M. Dwyer*
Authorized Signing Officer

Per: *A. Chapman*
Authorized Signing Officer

SCHEDULE "B" (ii)

CONDOMINIUM ACT

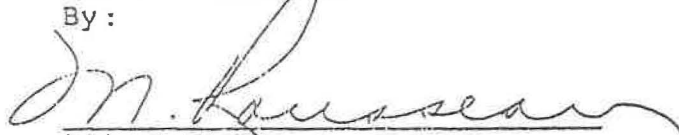
CONSENT UNDER CLAUSE 3(1)(b) OF THE ACT

BANK OF MONTREAL having a registered charge within the meaning of clause 3(1)(b) of the Condominium Act, registered as Number 372661 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 land or interests appurtenant to the land described in the description.

DATED AT Toronto this 15th day of October, 1984.

BANK OF MONTREAL

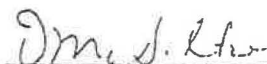
By:



Attorney
J.M.R. Rousseau, Manager, Credit



Attorney
J.A. Style, Assistant Manager, Credit



Witness

Power of Attorney registered on July 27th, 1979
as Number 213464.

AFFIDAVIT OF SUBSCRIBING WITNESS

I, DARLENE MCGILTON
of the City of Toronto,
in the Municipality of Metropolitan Toronto,

MAKE OATH AND SAY THAT:

1. I am the subscribing witness to the attached instrument and I was present and saw it executed at Toronto by

JOSEPH MICHEL RICHARD ROUSSEAU and JOHN ALICK STYLE
(full name) (full name)

2. I verily believe that the persons whose signatures I witnessed were authorized to execute the instrument as duly authorized attorneys for Bank of Montreal.

3. I know the said persons and they are and at the time of the execution of the instrument they were respectively

Manager, Credit and Assistant Manager, Credit
(position) (position)

of Bank of Montreal.

4. I am an employee of Bank of Montreal and as such have personal knowledge of the matters deposed to herein.

SWORN BEFORE ME at the)
City of Toronto, in the)
Judicial District of York,)
this 15th day of October)
1984. L. O. Connor)

[Signature]

LAURA O'CONNOR
A Commissioner, etc. A Commissioner, etc., Judicial District
of York, for BANK OF MONTREAL.
Expires December 12th, 1986.

AFFIDAVIT AS TO POWER OF ATTORNEY

I, JOHN ALICK STYLE
of the City of Toronto,
in the Municipality of Metropolitan Toronto,

MAKE OATH AND SAY:

1. I am attorney for Bank of Montreal under power of attorney registered as No. 213464 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (4)

2. To the best of my knowledge and belief the power of attorney is in full force and effect and has not been revoked.

SWORN BEFORE ME at the)
City of Toronto, in the)
Judicial District of York,)
this 15th day of October)
1984. L. O. Connor)

[Signature]

A Commissioner, etc.
LAURA O'CONNOR
A Commissioner, etc., Judicial District
of York, for BANK OF MONTREAL.
Expires December 12th, 1986.

BANK OF MONTREAL
CREDIT DEPARTMENT
CENTRAL DIVISION
DOCUMENT

NO. 5681

SCHEDULE "C"

UNIT BOUNDARY MONUMENTATION

The monuments controlling the extent and location of the units are physical surfaces hereinafter referred to

UNITS 1 TO 6, LEVEL 1 TO 6 INCLUSIVE (APARTMENT UNITS)

VERTICAL BOUNDARIES:

- a) The unfinished unit-side face of all load bearing concrete modules including those within the unit.
- b) In the vicinity above all exterior doors, below all windows and where concrete modules have not been installed the boundary shall be the unit-side line and face of framing studs forming the exterior walls, walls dividing the units and walls separating the units from common element.
- c) The unfinished unit-side of all exterior doors in a closed position, door frames, window frames and interior surface of all glass panels in a closed position.
- d) The backside face of drywall above the window in units 2 and 5, level 6.
- e) The face of concrete slab dividing levels 5 and 6 (applicable to units 2 to 5 only).
- f) The unit-side face of concrete block in vicinity of the skylight (applicable to units 5 level 5 and unit 4 level 6).
- g) The unit-side face of the concrete wall in vicinity of the greenhouse (applicable to units 1 and 6 level 1, units 3, 4 and 5, level 2 and units 1 and 4, level 6).

HORIZONTAL BOUNDARIES:

- a) The lower face of concrete ceiling slab above the unit.
- b) The upper face of concrete floor slab below the unit.
- c) The exterior surface of the glass or plastic material comprising the skylight (applicable to units 5 level 5 (upper floor) and unit 4 level 6).
- d) In the vicinity above the front window in units 2 and 5 level 6 the boundary shall be the upper surface of drywall.

UNITS 7 TO 18 INCLUSIVE, LEVEL 1 - TOWNHOUSE UNITS)

VERTICAL BOUNDARIES:

- a) The unit-side line and face of the framing studs forming exterior walls.
- b) The unit-side face of the poured concrete walls in the basement.
- c) The unit-side face of the concrete block walls dividing the units.
- d) The unit-side unfinished surface of the fireplace firebox and the inner surface of the chimney flue liner.
- e) The unfinished interior surface of all exterior doors (including door to garage) in a closed position, door frames, window frames and the interior surface of glass panels in a closed position.

HORIZONTAL BOUNDARIES:

- a) The upper surface of the concrete floor slab in the basement.
- b) The upper surface of the drywall ceiling on the top floor of each unit.
- c) In the vicinity of the ground floor and second floor overhanging at front of the unit, the boundary shall be the upper line and face of the floor joists above such overhang.
- d) The above boundary of (b) shall be produced across all chimney flue openings and attic access on the top floor of each unit.
- e) In the vicinity of the bay window at front of the unit, the lower boundary is the lower surface of the drywall below the bay window.

SCHEDULE "C"

UNIT BOUNDARY MONUMENTATION (Cont'd)

- 2 -

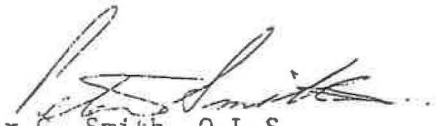
Notwithstanding the foregoing, a unit shall not include any structural or load bearing walls, such pipes, wires, cables, conduits, ducts, flues, shafts or utility lines used for power, gas, water, heating or drainage which provide service to more than one unit but the units shall include fixtures, outlets and other facilities which are within the boundaries of the units and which service the units only.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ABOVE-NOTED BOUNDARIES CORRESPOND TO THE UNIT BOUNDARIES REFLECTED ON PART 1, SHEETS 1 TO 6 INCLUSIVE OF THE DESCRIPTION.

H.R. FARLEY SURVEYING LTD.

OTTAWA, *Oct 15 - 14* 1984.


Peter G. Smith, O.L.S.

SCHEDULE "D"

PERCENTAGE INTEREST IN COMMON ELEMENTS
PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
MONTHLY CONDOMINIUM FEE

<u>UNIT</u>	<u>LEVEL</u>	<u>% INTEREST</u>	<u>% CONTRIBUTION</u>
1	1	2.6151%	2.57168%
2	1	1.9245%	2.01939%
3	1	2.0740%	2.21675%
4	1	2.0740%	2.21675%
5	1	1.9245%	2.01939%
6	1	2.5972%	2.57168%
7	1	1.2145%	1.52544%
8	1	1.2145%	1.52544%
9	1	1.2145%	1.52544%
10	1	1.2145%	1.52544%
11	1	1.2145%	1.52544%
12	1	1.2145%	1.52544%
13	1	1.2145%	1.52544%
14	1	1.2145%	1.52544%
15	1	1.2145%	1.52544%
16	1	1.2145%	1.52544%
17	1	1.2145%	1.52544%
18	1	1.2145%	1.52544%
1	2	2.6719%	2.57168%
2	2	1.9993%	2.01939%
3	2	2.1487%	2.21675%
4	2	2.1487%	2.21675%
5	2	2.0554%	2.01939%
6	2	2.6719%	2.57168%
1	3	2.7467%	2.57168%
2	3	2.0740%	2.01939%
3	3	2.2235%	2.21675%
4	3	2.2235%	2.21675%
5	3	2.0740%	2.01939%
6	3	2.7467%	2.57168%
1	4	2.8214%	2.57168%
2	4	2.1487%	2.01939%
3	4	2.2982%	2.21675%
4	4	2.2982%	2.21675%
5	4	2.1487%	2.01939%
6	4	2.8214%	2.57168%
1	5	2.8961%	2.57168%
2	5	4.5591%	4.03878%
3	5	2.3730%	2.21675%
4	5	2.3730%	2.21675%
5	5	4.5217%	4.03878%
6	5	2.3357%	2.57168%
1	6	2.9709%	2.57168%
2	6	2.4477%	2.21675%
3	6	2.4477%	2.21675%
4	6	2.9709%	2.57168%
		<u>100%</u>	<u>100%</u>

1

SCHEDULE "E"

COMMON EXPENSES

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

- (a) All expenses of the Corporation incurred by it or the Board in the performance of the objects and duties of the Corporation whether such objects or duties are imposed under the provisions of the Act or of this Declaration or performed pursuant to any by-law of the Corporation;
- (b) All sums of money levied or charged to the Corporation on account of any and all public and private suppliers of insurance coverage, taxes, utilities and services including, without limiting the generality of the foregoing, levies or charges for:
 - garbage collection;
 - insurance premiums;
 - water and sewage, unless separately metered for each unit;
 - electricity, unless separately metered for each unit;
 - fuel, including gas, oil, electricity and coal, unless separately metered for each unit;
 - maintenance materials, tools and supplies;
 - snow removal and landscaping;
 - realty taxes (including local improvement charges) levied against the entire property until such time as such realty taxes are levied against each unit;
- (c) Remuneration payable by the Corporation to any management firms or employees deemed necessary for the proper operation and maintenance of the property;
- (d) The cost of maintaining fidelity bonds as provided in the by-laws;
- (e) All sums of money paid or payable by the Corporation to or for the benefit of any and all persons, firms or corporations engaged or retained by the Corporation, the Board, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation, including without limitation legal, engineering, accounting, expert appraisal, advisory, maintenance, managerial and secretarial services;
- (f) The cost of furnishings and equipment for use in and about the common elements including the repair, maintenance, operation or replacement thereof;
- (g) All sums of money paid or payable by the Corporation pursuant to the provisions of Subsections (4) and (5) of Section 38 of the Act, as amended;
- (h) The cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;
- (i) The cost of insurance appraisals;
- (j) The fees of the Insurance Trustee.

SCHEDULE "F"

EXCLUSIVE USE OF PARTS OF COMMON ELEMENTS

Subject to the provisions of the Act, this Declaration, the by-laws and the rules, the owner of each unit shall have the exclusive use of those parts of the common elements set out hereunder, subject, however, to the right of entry thereon by the Corporation or its designee for the purposes of maintaining, repairing or replacing services located thereon or thereunder which are for the benefit of any other part of the property:

Storage Locker

The owners of each unit, save and except Units 7 to 18, both inclusive, Level 1, shall have, for the purpose of additional storage, exclusive use of one storage locker, the allocation of which is to be assigned from time to time by a resolution of the Board of Directors of the Corporation.

Parking Spaces

The owners of each unit shall have, for the purpose of parking motor vehicles, the exclusive use of that number of parking spaces as hereinafter set out, the allocation of which is to be designated from time to time by a resolution of the Board of Directors of the Corporation:

- (a) Units 2 and 5, Level 1, Unit 2, Level 2, Units 2 and 5, Level 3, Units 2 and 5, Level 4 and Units 7 to 18, both inclusive, Level 1 - 1 parking space;
- (b) Units 1, 3, 4 and 6, Level 1, Units 1, 3, 4, 5 and 6, Level 2, Units 1, 3, 4 and 6, Level 3, Units 1, 3, 4 and 6, Level 4, Units 1, 3, 4 and 6, Level 5 and Units 1, 2, 3 and 4, Level 6 - 2 parking spaces;
- (c) Unit 2, Level 5 - 3 parking spaces;
- (d) Unit 5, Level 5 - 4 parking spaces.

Patio Area

The owners of Units 1, 3, 4 and 6, Level 1, inclusive, shall have the exclusive use of those parts of the common elements designated by the number of their unit and followed by the letter "P" as illustrated on Sheet 6 of the Description submitted concurrently herewith.