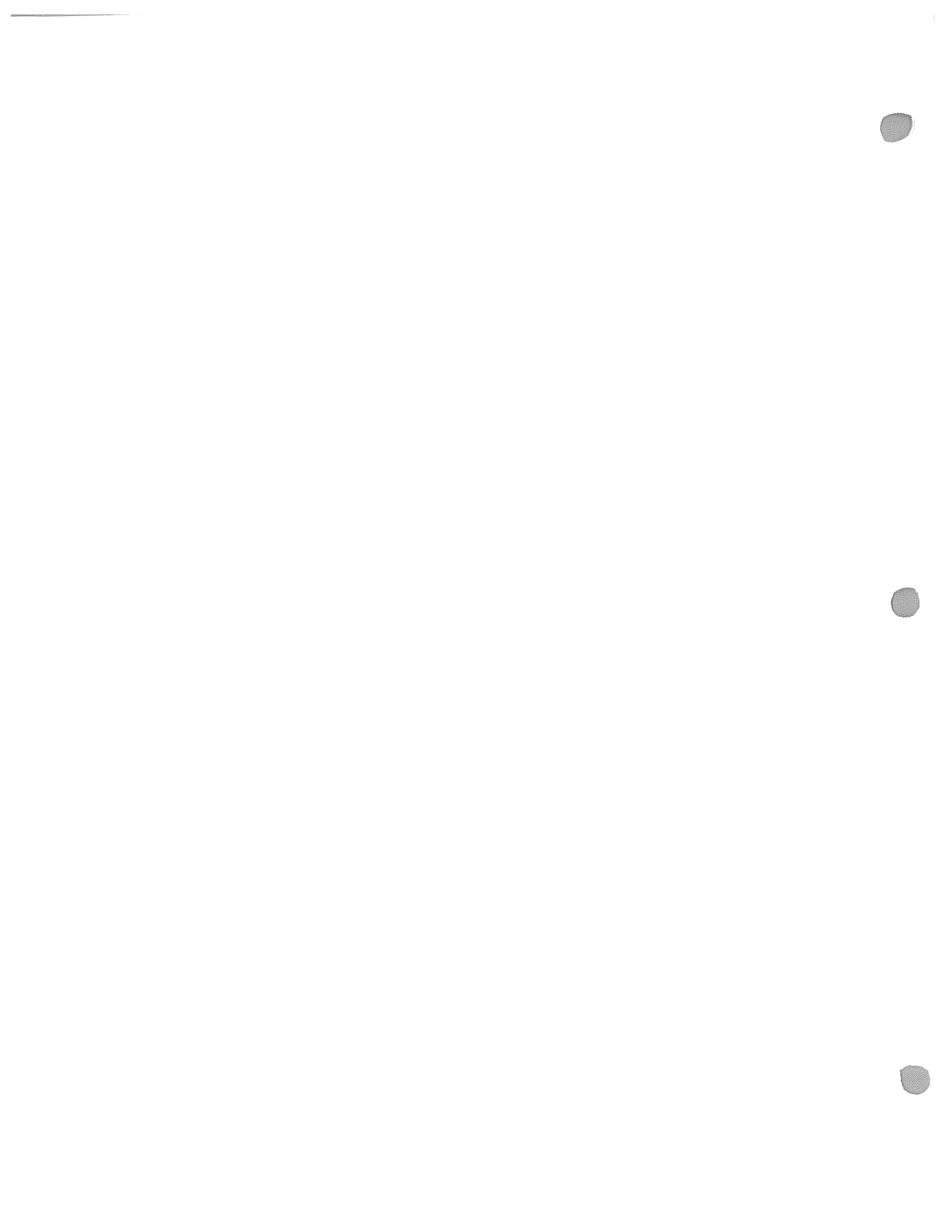


DECLARATION

Carleton Condominium Corporation No. 175



MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION (hereinafter called the "declaration") is made and executed pursuant to the provisions of The Condominium Act, 1978 ~~by and the regulations made thereunder by R.S.O. 1978, Chapter 23, as amended, and the regulations made thereunder, all of which are hereinafter referred to as the Act~~

GARFORD LIMITED as to an undivided $\frac{64,516}{100,000}$ share, moiety and interest

AND

J. WALTON MARTIN DEVELOPMENTS LIMITED as to an undivided $\frac{35,484}{100,000}$ share, moiety and interest.

WHEREAS GARFORD LIMITED and J. WALTON MARTIN DEVELOPMENTS LIMITED are the owner in fee simple with an absolute title of the lands set out in Schedule "A" hereto annexed; and in the description submitted herewith by the Declarant for registration in accordance with Section 4 of the Act;

WHEREAS the Declarant has constructed condominium buildings upon the said lands containing 90 dwelling units;

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

ARTICLE I. INTRODUCTORY

(1) Definitions - The following terms used herein have the meaning set out below, unless the context otherwise requires:

- (a) The Act means "The Condominium Act, R.S.O. 1970" as amended;
- (b) Board means the Board of Directors of the Corporation;
- (c) By-Law means a by-law of the Corporation;
- (d) common elements means all the property except the units;
- (e) common interests means the interest in the common elements appurtenant to a unit;
- (f) Corporation means the Corporation created under The Condominium Act by the registration of this Declaration and of the said Description;
- (g) owner means the owner or owners of the freehold estate or estates in a unit and common interest, but does not include a mortgage unless in possession;

ALL CHANGES MADE PRIOR TO REGISTRATION

- (h) property means the land and interest appurtenant to the land described in the description and Schedule "A" annexed hereto, and includes any land and interest appurtenant to lands that are added to the common elements;
 - (i) rear yard of a unit means the area designated in the description by being numbered the same as the number of such unit with the letter "A" following such number as shown on Sheet 2, Part 1 of the Description;
 - (j) front yard of a unit means the area designated in the description by being numbered the same as the number of such unit with the letter "B" following such number as shown on Sheet 2, Part 1 of the Description;
 - (k) unit means a part or parts of the land included in the description, and designated as a unit by the description, and comprises the space enclosed by its boundaries and all the material parts of the land within this space at the time the declaration and description are registered;
 - (l) The definition of "unit" for the purposes of the duties to repair and maintain under Section 16 and 17 of the Act and this declaration shall extend to all improvements made by the Declarant in accordance with its architectural plans notwithstanding that some of such improvements may be made after registration of the declaration;
 - (m) other items used herein shall have ascribed to them the definitions contained in the Act, as amended from time to time.
- (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.
- (3) Consent of Encumbrancers
The consent of all persons having registered encumbrances against the lands or interest appurtenant to the land described in Schedule "A" is contained in Schedules "B" attached hereto.
- (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.
- (5) Common Interests and Contributions to 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 proportion set forth opposite each unit number in Schedule "D" attached hereto. The total of the proportions of the common interests shall be one hundred per cent (100%).

(6) Address for Service and Mail

The corporation's address for service and mail shall be 44 Barrow Crescent, Kanata, Ontario or such other address as the corporation may by by-law determine.

ARTICLE II. COMMON EXPENSES

(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) 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. COMMON ELEMENTS

(1) Use of Common Elements

Subject to the provisions of the Act, this declaration and by-laws, and any rules and regulations passed pursuant thereto, each owner, in common with all others entitled thereto, has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.

(2) Exclusive Common Elements

Subject to the provisions of the Act, this declaration, the by-laws and the rules and regulations passed pursuant thereto,

- (a) each owner is entitled to the exclusive use and possession of the rear and front yards designated in the description by being numbered the same as the number of such unit with the letters "A" and "B" following such number as shown on Sheet 2 of Part 1 of the Description;

- (b) each owner is entitled to the exclusive use and possession of the inner surface of the glass windows to which his unit has sole access and the interior side of the exterior doors which provide the means of ingress to and egress from his unit.

(3) Restrictive Access

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

No owner of a unit or a member of the household of a unit owner shall park upon any of the parking spaces reserved or set aside by the corporation as visitors' parking.

(4) Improvements

- (a) The corporation may by a vote of members, who own eighty per cent (80%) of the common elements, make any substantial additions, alterations or improvements to, or renovation of the common elements, or make any substantial change in the assets of the corporation;

- (b) The corporation may, by a vote of the majority of the members, make any other addition, alteration or improvement to, or renovation of the common elements, or may make any other change in the assets of the corporation;
- (c) For the purposes of this clause, 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.

ARTICLE IV. UNITS

(1) Occupation and Use

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

- (a) Each unit shall be occupied and used only as a private single family residence and for no other purposes, 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 and sale purposes; and otherwise maintaining construction offices, displays and signs until all units have been sold by the declarant, subject to the specific restriction that no display units, construction offices, sales offices, displays and signs can be used for any other development;
- (b) No unit shall be occupied or used by anyone in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance referred to in this declaration;
- (c) The owner of each unit shall comply and shall require all residents and visitors to his unit to comply with the Act, this declaration, and the by-laws, and the rules and regulations;

(d) No condition shall be permitted to exist and no activity shall be carried on in any unit or the common elements that constitutes a nuisance;

(e) No owner shall make any structural plumbing, heating or electrical change or alteration in or to his unit or make any change to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except for maintenance of those parts of the common elements and the repair and maintenance of the inside of all of the units which he has the duty to maintain, without the prior written consent of the Board. Any such change shall, if approved by the Board, be made in accordance with the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances, and in accordance with conditions, if any, of such approval by the Board.

(2) Requirements for Leasing

(a) No owner shall lease his unit, unless he causes the tenant to deliver to the corporation an agreement signed by the tenant, to the following effect:

"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, R.S.O. 1970, as amended, the declaration, and the by-laws, and all rules and regulations of the Condominium Corporation, during the term of my tenancy."

(b) No tenant shall be liable for the payment of common expenses unless notified by the corporation that the owner is in default of payment of common expenses, in which case the tenant shall deduct, from the rent payable to the owner, the owner's share of the common expenses, and shall pay the same to the corporation;

- (c) Any owner leasing his unit shall not be relieved hereby from any of his obligations with respect to the unit, which shall be joint and several with his tenant;
- (d) No person or company or persons or companies acting in consort or under common control shall be allowed to buy more than 10% of the total number of units. This provision shall not apply to mortgagees realizing on their security.

ARTICLE V. BY-LAWS

The corporation may, by vote of members who own sixty-six and two-thirds per cent (66-2/3%) of the common elements, make by-laws:

- (a) governing the management of the property;
- (b) governing the use of units or any of them for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and other units;
- (c) governing the use of the common elements;
- (d) regulating the maintenance of the units and common elements;
- (e) governing the use and management of the assets of the corporation;
- (f) respecting the board;
- (g) specifying duties of the corporation;
- (h) regulating the assessment and collection of contributions towards the common expenses;
- (i) authorizing the borrowing of money to carry out the objects and duties of the corporation, provided that each borrowing shall require separate approval by a majority of unit owners at meetings duly called for the purpose of obtaining such approval;
- (j) respecting the conduct generally of the affairs of the corporation.

ARTICLE VI. MAINTENANCE AND REPAIRS

- (1) Each owner shall maintain his unit, and, subject to Section 17 of The Act to the provisions of this declaration, each owner shall repair his unit after damage, all at his own expense.

In addition to the above each owner shall maintain and repair the exterior doors and windows including glass and screens appurtenant to his unit, replace light bulbs in light fixtures on the exterior of his unit, maintain and redecorate the exterior of his unit, maintain the landscaping within his own rear and front yards including maintaining, repairing and redecorating fences and maintaining hedges, (colours used in redecorating the exteriors of the units and fences shall conform to the colour scheme approved from time to time by the Board of Directors) and shall be responsible for removing snow and ice from walkways and driveways within his own rear and front yards. Any maintenance or repairs carried out under the requirements of this paragraph shall comply with the architectural and structural plans and specifications for the condominium and in accordance with regulations or by-laws as may be made from time to time by the corporation. Each owner shall be responsible for all damages to any and all units and to the common elements, which are caused by the failure of the owner to so maintain and repair his unit, save and except for any such damages to the common elements for which the cost of repairing same may be recovered under any policy or policies of insurance held by the corporation.

The corporation shall make any repairs that any 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 collections costs incurred by the corporation in order to collect the costs of such repairs. and all such sums of money shall bear interest at the rate of twelve per cent (12%) per annum. The corporation may collect all such sums of money in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such owner, after receipt of a notice from the corporation thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

(2) Repairs and Maintenance of Common Elements by the Corporation

The corporation shall repair and maintain the common elements save and except the work listed to be done by each unit owner in Article VI (1) all at his own expense. Subject to this paragraph, each unit owner shall maintain his unit including the interior thereof as well as all door panes, window panes, exterior and interior surfaces of window frames therein.

ARTICLE VII. DAMAGE

(1) Procedure where damage occurs

Where damage to the buildings occurs, the board shall determine whether there has been substantial damage to 25% or more of the buildings and where there has been determination that there has been substantial damage to 25% or more, notice of such determination shall be given within ten (10) days thereof to all owners and mortgagees, with such notice to the mortgagees to be sent by registered mail. Such notice may be combined with notice of the owners of a meeting called for the purpose of voting for repair.

(2) Plans and Specifications

A complete set of all the as-built architectural and structural plans and specifications for the buildings, including plans and specifications for any additions, alterations or improvements from time to time made to the common elements or to any unit with the prior consent in writing of the board, shall be maintained in the office of the corporation at all times, for the use of the corporation in rebuilding or repairing any damage to the building, and for the use of any owner.

ARTICLE VIII. INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

(1) Insurance Trustee

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

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

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

(2) Application of Proceeds of Insurance

In the event that:

- (a) the corporation is obligated to repair any unit insured under paragraph (1) subclause (b) of Article IX hereof, in accordance with the provisions of Section 16 (6) or Section 17 (2) of the Act, the Insurance Trustee shall hold all proceeds for the corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement, in order to satisfy the obligation of the corporation to make such repairs;
- (b) there is no obligation by the corporation to repair any unit in accordance with the provisions of Section 17 (2) of the Act, and there is termination in accordance with the provisions of Section 18 of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the owners in the proportion of their respective interests in the common elements and shall pay such proceeds to

the owners in such proportions, upon registration of a notice of termination by the corporation;

- (c) the board, in accordance with the provisions of Section 17 (1) of the Act, determines that there has not been substantial damage to twenty-five per cent (25%) or more of the buildings, the Insurance Trustee shall hold all proceeds for the corporation and owners whose units have been damaged and shall disburse such proceeds for the benefit of the corporation and the owners whose units have been damaged, as their respective interests may appear, in accordance with the provisions of the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of Article VI of this declaration, and Section 16 (6) of the Act.

Notwithstanding anything to the contrary herein contained, any proceeds payable by the Insurance Trustee to an owner, in accordance with the provisions of paragraph (b) of this subclause 2 of Article VIII hereof, shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss be payable in such policy or policies of insurance and in satisfaction of the amount due under any liens registered by the corporation against such unit.

ARTICLE IX. INSURANCE

(1) By the Corporation

The corporation shall be required to obtain and maintain to the extent obtainable from the insurance industry the following insurance, in one or more policies:

- (a) Insurance against damage by fire with extended coverage and such other perils as the board may from time to time deem advisable, insuring:
- (i) the property, excluding the units;
 - (ii) personal property owned by the corporation but not including furnishings, furniture, or other personal property supplied or installed by the owners;

In an amount equal to the full replacement cost of such real and personal property, without deduction for depreciation, which policy may be subject to a loss deductible clause.

- (b) Insurance against damage by fire with extended coverage and such other perils as the board may from time to time deem advisable, insuring the units, but excluding any improvements made by the owners thereof, in an amount equal to the full replacement cost of such units without deduction for depreciation. Such policy or policies of insurance including the policy or policies under Article IX (1) (a) shall insure the interests of the corporation and the owners from time to time, as their respective interests may appear, with mortgagee endorsements, which shall be subject to the provisions of this declaration and the Insurance Trust Agreement; and shall contain the following provisions:
- (i) that loss shall be payable to the Insurance Trustee;
 - (ii) waivers of subrogation against the Corporation, its managers, agents, employees, and servants and owners, and any member of the household, or guests of any owner or occupant of a unit, except for arson and fraud;
 - (iii) that such policy or policies of insurance shall not be cancelled or modified without at least sixty (60) days' prior written notice to all parties whose interests appear thereon, and to the Insurance Trustee;
 - (iv) waivers of any defence based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of a statutory condition of any insured;

- (v) all policies of insurance shall provide that the same shall be primary insurance in respect of any other insurance carried by any owner;
 - (vi) a waiver of the insurer's option to repair, rebuild, or replace in the event that after damage the government of the property by the Act is terminated.
- (c) Public liability and property damage insurance insuring the liability of the corporation and the owners from time to time, with limits to be determined by the Board, and without right of subrogation as against the corporation, its manager, agents, servants and employees, and as against the owners, and any member of the household or guests of any owner or occupant of a unit;
- (d) The corporation shall maintain such special insurance as may be required by the nature of the mechanical systems of the property.

(2) General Provisions

- (a) Prior to obtaining any policy or policies of insurance under subclause (1) of this Article IX, or any renewal or renewals thereof, at such other time as the board may deem advisable, the board may obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be effected pursuant to subclause (1) of this Article IX and the cost of such appraisal shall be a common expense;
- (b) The corporation, its board, and its officers, shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment. Provided, however, that the board may, in writing, authorize an owner to adjust any loss to his unit;

(c)

Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair.

This para-

graph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent, if the mortgage itself contains a provision giving the mortgagee that right, and also to the right of any mortgagee to receive the proceeds of any insurance policy, if the property is not repaired;

(d)

A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner and a duplicate original or certified copy certified by the insurer of the policy to each mortgagee; renewal certificates of certificates of new insurance policies shall be furnished to each owner and renewal certificates or certified copies (signed by the insurers) of new insurance policies to each mortgagee not later than ten (10) days before the expiry date of any current insurance policy. The master policy for any insurance coverage shall be kept by the corporation in the resident manager's suite in such building and shall be available for inspection by an owner or mortgagee on reasonable notice to the corporation;

(e)

No insured, other than the corporation shall be entitled to amend any policy or policies or insurance obtained and maintained by the corporation, or to direct that loss shall be payable in any manner other than as provided in this declaration.

(3) By the Owner

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the corporation and that the following insurance or any other insurance if deemed necessary or desirable by any owner, may be obtained and maintained by such owner:

- (a) Insurance on any additions or improvements made by the owner to his unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupancy of his unit in the event of damage, which policy or policies of insurance shall contain waiver of subrogation against the corporation, its manager, agents, employees and servants and against the other owners and any members of their household, except for vehicle impact, arson and fraud;
- (b) Public liability insurance covering any liability of any owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the corporation.

ARTICLE X. INDEMNIFICATION

Each owner shall indemnify and save harmless the corporation from and against any loss, costs, damage, injury or liability whatsoever which the corporation may suffer or incur resulting from or caused by an act or omission of such owner, his family or any member thereof, any other resident of his unit or any guests, invitees or licensees of such owner or resident to or with respect to the common elements and for all other units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the corporation.

All payments pursuant to this clause are deemed to be additional contributions toward the common expenses and recoverable as such.

ARTICLE XI. FIRST MEETING

Not later than three months after registration, the members shall, without notice, elect seven (7) directors who shall form the Board of Directors of the corporation. The said Board shall have all the powers of the Board of Directors as defined herein and in the by-laws. Any by-law may be passed by the corporation, without a meeting provided prior notice has been given to the mortgagees and provided the consent to the by-law, by members who own one hundred per cent (100%) of the common elements is endorsed thereon.

The board elected at a time when the declarant owns a majority of the units shall, not more than twenty-one (21) days after the declarant ceases to be the registered owner of a majority of the units, call a meeting of the members of the corporation to elect a new board of directors, and such meeting shall be held within twenty-one (21) days after the calling of the meeting.

ARTICLE XII. GENERAL MATTERS AND ADMINISTRATION

(1) Rights of Entry

- (a) The corporation or any insurer of the property or any part thereof, their respective agents or any other person authorized by the board, shall be entitled to enter any unit or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, or carrying out any duty imposed upon the corporation;

- (b) In case of an emergency, an agent of the corporation may enter a unit at any time and without notice, for the purpose of repairing the unit, common elements or part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property. The corporation or any one authorized by it may determine whether an emergency exists. In order to effect the same, each owner shall be required to deposit and leave a duplicate key to his unit and any storage facilities with the resident manager and does hereby consent to such entry for the aforesaid purposes;
- (c) If an owner shall not be personally present to grant entry to his unit, the corporation, or its agents, may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof; provided that they exercise reasonable care;
- (d) The rights and authority hereby reserved to the corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any unit except as specifically provided in this declaration or the by-laws.

(2) Units, Subject to Declaration, By-Laws, Common Elements Rules and Rules and Regulations

All present and future owners, tenants and residents of units, their families, guests, invitees or licencees, shall be subject to and shall comply with the provisions of this declaration, the by-laws, and any other rules and regulations of the corporation.

The acceptance of a deed or transfer, or the entering into a lease, or the entering into occupancy of any unit, shall constitute an agreement that the provisions of this declaration, the by-laws, and any other rules and regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or resident, and all of such provisions shall be deemed and taken to be covenants running with the unit and shall bind any person

having, at any time, any interest or estate in such unit as though such provisions were recited and stipulated in full in each and every such deed or transfer or lease or occupancy agreement.

(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.

(4) Waiver

The failure to take action to enforce any provision contained in the Act, this declaration, the by-laws, or any other rules and regulations of the corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

(5) Notice

Except as hereinbefore set forth, any notice, direction or other instrument required or permitted may be given if served personally by delivering same to the party to be served, or to any officer of the party to be served, or may be given by ordinary mail, postage prepaid, addressed to the corporation at its address for service herein, to each owner at his respective unit or at such other address as is given by the owner to the corporation for the purpose of notice, and by registered mail postage prepaid to each mortgagee who has notified his interest to the corporation at such address as is given by each mortgagee to the corporation for the purpose of notice; and any such notice or payment shall be deemed to have been given or made on the next business day following that upon which the letter containing such notice or payment was posted.

(6) Additions, Alterations or Improvements by Owners

No owner shall make any structural change in or to his unit, or any change in an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements (except for any inner surface of any window or any surface of doors leading out of any unit of which such owner has the exclusive use) without the prior written consent thereto of the Board. Any such change shall, if approved by the Board, be made in accordance with the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances and in accordance with the conditions, if any, of such approval by the Board.

(7) Construction of Declaration

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

(8) 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.

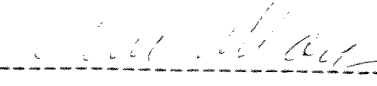
DATED at Ottawa, in the Province of Ontario, this 22nd day
of ^{MAY} October, 1979.

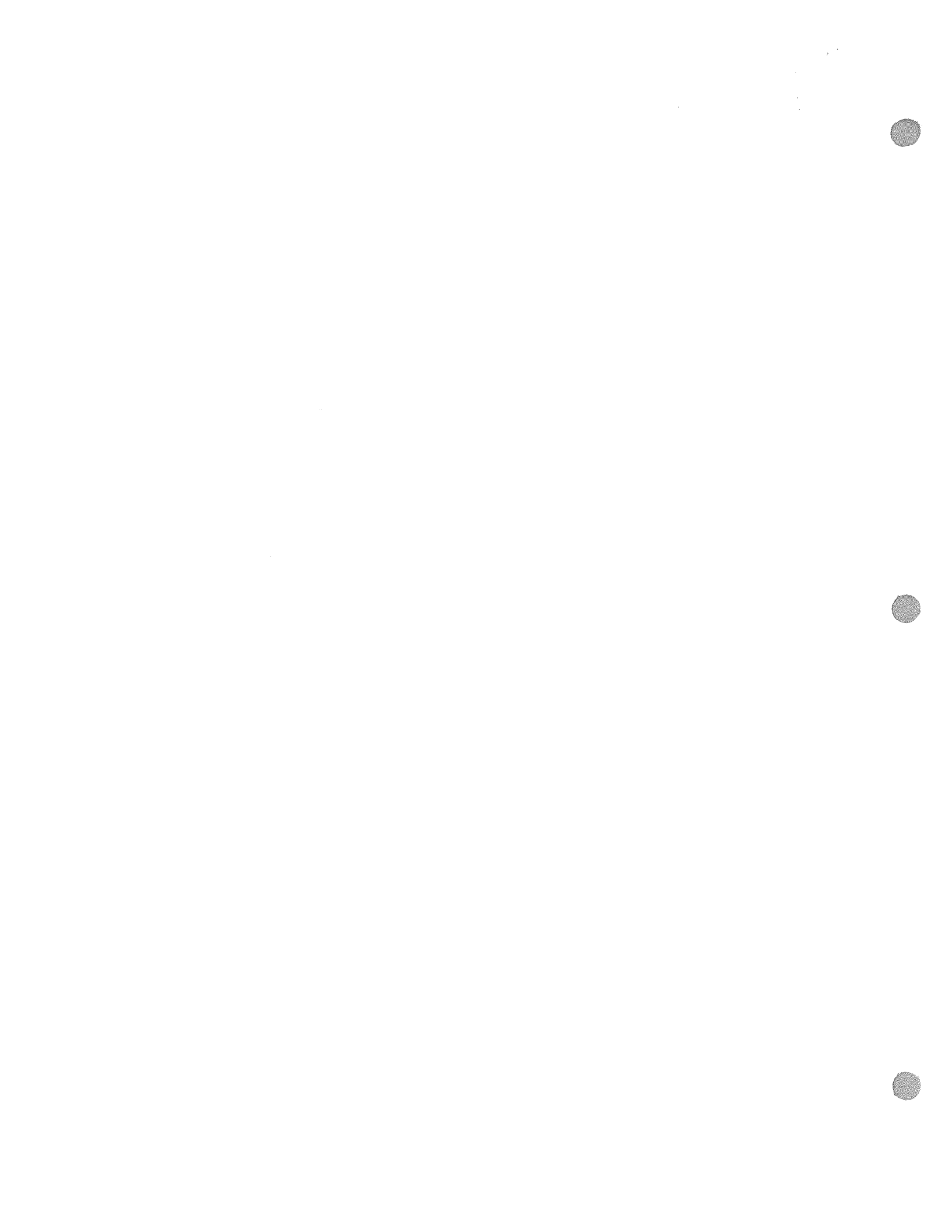
IN WITNESS WHEREOF the declarant has hereunto affixed its corporate seal under the hands of its proper officers duly authorized in that behalf.

GARFORD LIMITED

Per  President

J. WALTON MARTIN DEVELOPMENTS LIMITED

Per  President



SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Kanata, (formerly in the Township of Goulbourn) in the Regional Municipality of Ottawa-Carleton and in the Province of Ontario;

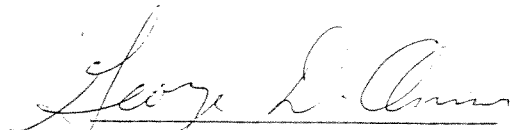
BEING COMPOSED OF FIRSTLY: Block G on Plan M-211 (Township of Goulbourn) registered in the Land Registry Office number 4 for the Land Titles division of Ottawa-Carleton at Ottawa;

SUBJECT TO an easement in favour of the Corporation of the Township of Goulbourn as more particularly set out in Instrument 168055 as to Part G on Plan 4R-2529;

SUBJECT TO an easement in favour of Ottawa Cablevision Limited, as more particularly set out in Instrument 168563 as to Part G on Plan 4R-2529;

SUBJECT TO an easement in favour of Bell Canada as more particularly set out in Instrument 170975 as to Part G on Plan 4R-2529; *BEING THE WHOLE OF PARCEL 2-1 IN THE REGISTER FOR SECTION M-211; AND*
SECONDLY: that part of Lot 33 in Concession 12, in the original Township of Goulbourn, now in the City of Kanata, designated as Part 1 on a plan of survey of record in the Land Registry office for the Land Titles division of Ottawa-Carleton number 4, at Ottawa as Plan 4R-3054; *BEING THE WHOLE OF PARCEL 33-3 IN THE REGISTER FOR SECTION GOULBOURN -12.*

Ottawa, Ontario
July 3, 1979


George D. Annis
Ontario Land Surveyor

SCHEDULE "B"

THE CONDOMINIUM ACT, 1978

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

THE TORONTO-DOMINION BANK having a registered mortgage with the meaning of clause b of subsection 1 of section 3 of The Condominium Act, 1978 registered as numbers 199262 and ^{NS 40852} 199958 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton No. 4 at Ottawa hereby consents to the registration of this declaration pursuant to The Condominium Act, 1978 against the land or interests appurtenant to the land described in the description.

DATED at Toronto, Ontario, this 12 day of OCT. 1979.

THE TORONTO-DOMINION BANK

Per: W. S. [Signature]

ASSISTANT GENERAL MANAGER
Per: _____

193
[Handwritten initials]

SCHEDULE "C"

MONUMENTATION

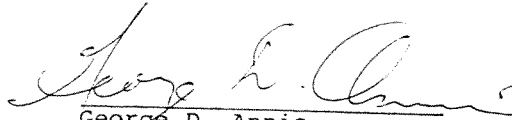
The monuments which control the extent of the units are the physical surfaces hereinafter defined, namely:

1. The Horizontal Boundaries of the units are:
 - (a) in the basement, the upper surface of the concrete floor slab;
 - (b) the upper surface of the drywall in the ceiling of each unit;
 - (c) in the vicinity of cantilever projections and transition of concrete basement wall to first floor stud wall, the lower line and face of the floor joists forming such cantilever or transition;
 - (d) in the vicinity of the recessed entrance way, the horizontal projection of top of foundation wall to its intersection with the horizontal boundaries as described herein;
 - (e) in the vicinity of the bay window, the upper surface of the ceiling drywall and the under surface of the formica sill covering and their horizontal extensions to intersection with horizontal boundaries as described herein.

2. The Vertical Boundaries of the units are:
 - (a) the backside surface of the drywall of the first and second floors and the extensions of their planes across openings for exterior doors and windows;
 - (b) in the basement, the interior face of the poured concrete walls;
 - (c) in the vicinity of the recessed entrance way, the vertical projections of the above boundaries to their intersection with the vertical boundaries described therein.

NOTWITHSTANDING the foregoing, a unit shall not include the doors leading out of a unit, or the windows of a unit, or pipes, wires, cables, etc. that service more than one unit, or any part of the common elements.

Ottawa, Ontario


George D. Annis
Ontario Land Surveyor

SCHEDULE "D"

*

Proportion of Common Interest
and Proportion of Contributions
to Common Expenses Expressed in
Percentages

<u>Level No.</u>	<u>Unit No.</u>	
1	1	1.1112
1	2	1.1112
1	3	1.1112
1	4	1.1112
1	5	1.1112
1	6	1.1112
1	7	1.1112
1	8	1.1112
1	9	1.1112
1	10	1.1112
1	11	1.1112
1	12	1.1112
1	13 -	1.1102 -
1	14	1.1112
1	15	1.1112
1	16	1.1112
1	17	1.1112
1	18	1.1112
1	19	1.1112
1	20	1.1112
1	21 -	1.1102 -
1	22	1.1112
1	23	1.1112
1	24	1.1112
1	25	1.1112
1	26	1.1112
1	27	1.1112
1	28	1.1112
1	29	1.1112
1	30	1.1112
1	31	1.1112
1	32	1.1112
1	33	1.1112
1	34	1.1112
1	35 -	1.1102 -
1	36	1.1112
1	37	1.1112
1	38	1.1112
1	39	1.1112
1	40	1.1112
1	41 -	1.1102 -
1	42	1.1112
1	43	1.1112
1	44	1.1112
1	45	1.1112
1	46 -	1.1102 -
1	47	1.1112
1	48	1.1112
1	49	1.1112
1	50	1.1112
1	51	1.1112
1	52	1.1112
1	53	1.1112
1	54	1.1112
1	55	1.1112
1	56 -	1.1102 -
1	57	1.1112
1	58	1.1112
1	59	1.1112
1	60	1.1112

Schedule "D" Continued

Proportion of Common Interest
and Proportion of Contributions
to Common Expenses Expressed in
Percentages

<u>Level No.</u>	<u>Unit No.</u>	
1	61	1.1112
1	62	1.1112
1	63	1.1112
1	64	1.1112
1	65	1.1112
1	66	1.1112
1	67	1.1112
1	68	1.1112
1	69	1.1112
1	70	1.1112
1	71	1.1112
1	72	1.1112
1	73	1.1112
1	74 -	1.1102 -
1	75 -	1.1102 -
1	76	1.1112
1	77	1.1112
1	78	1.1112
1	79	1.1112
1	80	1.1112
1	81	1.1112
1	82	1.1112
1	83	1.1112
1	84	1.1112
1	85	1.1112
1	86	1.1112
1	87	1.1112
1	88	1.1112
1	89	1.1112
1	90	1.1112

SCHEDULE "E"

Specification of Common Expenses

Common expenses means the expenses incurred in the performance of the objects and duties of the corporation or the performance of any functions consistent with the objects of the corporation and, without limiting the generality of the foregoing, shall include:

- (a) the maintenance, repair, replacement and the operation of the common elements;
- (b) the cost of electricity, water, heating, fuel, hot water and all other utilities and services purchased by the corporation for use in the common elements;
- (c) the cost of water purchased by the corporation for use in the units;
- (d) the payment of realty taxes, (including local improvement charges) levied against the property until such time as said taxes are levied against each unit;
- (e) the remuneration payable by the corporation to any employees deemed necessary for the operation and maintenance of the property including the payment of any remuneration payable pursuant to any management agreement which the corporation may enter into;
- (f) the cost of furnishings and equipment for use in and about the common elements including the repair, and maintenance or replacement thereof;
- (g) the cost of legal, accounting and auditing services, premiums for the corporation's insurance obligations, appraisals, fees and disbursements of the insurance trustee, fidelity bonds, and the cost of any other objects and duties imposed by the Act, this declara-

SCHEDULE "E"

- 2 -

tion and the by-laws of the corporation and its Board of Directors;

- (h) the cost of borrowing money to carry out the objects and duties of the corporation, and the repayment including principal and interest of debts incurred for the objects and duties of the corporation, provided, that each borrowing of such money shall have been duly authorized by a by-law.
- (i) all sums of money to meet or provide for deficits, contingencies, working capital and such other common purposes, and, or to be used or expended for major maintenance items which occur less frequently than annually and for major items of repair or replacement made necessary by damage, deterioration or obsolescence, as the corporation may deem necessary or desirable in order to carry out the objects and duties of the corporation, which sums of money are to be set aside from time to time in such separate fund or funds as may be provided for by the by-laws of the corporation and to be applied, from time to time, in whole or in part, in the absolute discretion of the corporation.

220666

REGISTERED
LAND TRANSFER
OFFICE
NOV 20 11 50 AM '79

MAILED
DATED October 2nd 1979

Collection Corporation
1755 Woodward Drive
St. John's, Ontario
K2C 6P9

GARFORD LIMITED *and*

J. WALTON MARTIN DEVELOPMENTS LIMITED

J. Walton
JAMES T. COYLE
DEPUTY LAND REGISTRAR

CONTAINER -
GARFORD LIMITED AND
J. WALTON MARTIN DEVELOPMENTS LIMITED
1755 WOODWARD DRIVE
ST. JOHN'S, ONTARIO
K2C 6P9
"EVIDENCES"

DECLARATION

Simon M...

