

CARLETON CONDOMINIUM CORPORATION NO. 289 DECLARATION

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ARTICLE I - DEFINITIONS

1. In the Declaration,

- (a) ACT - means the Condominium Act, R.S.O., 1984, Chapter 84, as amended from time to time, and Regulations made thereunder;
- (b) BOARD - means the Board of Directors of the Corporation;
- (c) BUILDING - means the Building included in the Property;
- (d) BY-LAW - means a by-law of the Corporation;
- (e) COMMON ELEMENTS - means all the property except the Units;
- (f) COMMON EXPENSES - means the expenses of the performance of the objects and duties of the Corporation and any expenses specified as Common Expenses in the Declaration;
- (g) COMMON INTEREST - means the interest in the Common Elements appurtenant to a Unit;
- (h) CORPORATION - means the Corporation incorporated by the Act;
- (i) DECLARATION - means the Declaration specified in the Act and includes amendments made to it from time to time;
- (j) DESCRIPTION - means the Description filed herewith pursuant to the provisions of the Act;
- (k) ENCUMBRANCE - means a claim that secures the payment of money or the performance of any other obligation, and includes a charge under The Land Titles Act, a mortgage and a lien;
- (l) EXCLUSIVE USE AREA - means that part of the Common Elements appurtenant to an Owner's Unit over which the Owner has exclusive use;
- (m) LAND - means the freehold land described in Schedule "A" hereto annexed;
- (n) MORTGAGE OR MORTGAGEE - shall include CHARGE or CHARGEES;
- (o) OCCUPANT - means any person residing within the Unit pursuant to a written or oral agreement with the Owner;
- (p) OWNER - means the Owner or Owners of the freehold estate or estates in a Unit and Common Interest but does not include a mortgagee unless such mortgagee is in possession;
- (q) PROPERTY - means the land and interest appurtenant to the land described in the Description, and includes any land and interests appurtenant to land that are added to the Common Elements;
- (r) TERMINATION - means the termination of the government of the property by the Act;
- (s) UNIT - means a part or parts of the Property included in the description and designated as a Unit by the Description and comprises the space enclosed by its boundaries as hereinafter set out and all the material parts of the Property within this space at the time the Declaration and Description are registered. The definition of "Unit" for the purpose of the duties to repair and maintain in accordance with the provisions of this Declaration and the Act 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 the registration of the Declaration.

ARTICLE II - MANDATORY STATUTORY PROVISIONS

2. OWNER

The Declarant declares that it is the Owner in fee simple of the lands and premises in the City of Ottawa in the Regional Municipality of Ottawa-Carleton, more particularly described in Schedule "A" hereto.

3. STATEMENT OF INTENTION

The Declarant intends that the said lands and premises and interests appurtenant thereto described in Schedule "A" hereto as is more particularly described in the Description that is submitted herewith for registration be governed by the Act, and any amendments thereto.

4. CONSENT OF REGISTERED ENCUMBRANCES

The consent to the registration of the Declaration of all parties having a registered encumbrance against the land and interests appurtenant thereto described in the Description, or a part thereof, is contained in Schedule "B" hereto annexed.

5. PROPORTIONS OF COMMON INTEREST

The Common Interest of each Unit is that set forth in Schedule "D" hereto opposite the number designating the respective Unit.

6. CONTRIBUTION AND PAYMENT OF COMMON EXPENSES AND RESERVE FUNDS

The Owners of the respective Units shall contribute to the Common Expense and Reserve Funds in the Proportions set forth opposite the number designating the Units owned by the respective Owners in Schedule "E" hereto.

7. 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 "F" attached hereto.

8. ADDRESS FOR SERVICE AND MAILING

The Corporation's address for service and mailing shall be 556 Laurier Avenue West, Ottawa, Ontario, K1R 5E2, or such other address as the Board may from time to time by resolution designate.

ARTICLE III – MANDATORY REGULATORY PROVISIONS

9. BOUNDARIES OF UNITS AND MONUMENTATION

The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of units in Schedule "C" hereto annexed.

ARTICLE IV - PERMISSIVE STATUTORY PROVISIONS

9[bis]. COMMON EXPENSES AND RESERVE FUNDS

(1) Common Expenses shall include all expenses incurred in the performance of the objects and duties of the Corporation and without limiting the generality of the foregoing shall include:

UTILITIES

- a) All sums of money payable by the Corporation on account of any and all public and private supplier of insurance coverage, utilities and service including, without limiting the generality of the foregoing, monies payable on account of:
 - insurance premiums
 - water
 - electricity supplied to the common elements
 - waste disposal
 - fuel applied to the common elements
 - maintenance materials, tools and supplies;

ACQUISITIONS

- b) All sums of money required by the Corporation for the acquisition or retention of real property or for the acquisition, repair, maintenance or replacement of personal property used or intended to be used in or about the Common Elements;

PROFESSIONAL FEES

- c) All sums of money paid or payable by the Corporation for legal, engineering, account, auditing, expert appraising, advising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance by the Corporation of its objects and duties;

MANAGERS

- d) All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by the Corporation, its duly authorized agents, servants, and employees for the purpose of performing any or all of the duties or objects of the Corporation;

INTEREST

- e) The cost of borrowing money for the carrying out of the duties or objects of the Corporation;

MUNICIPAL TAXES

- f) All sums of money payable on account of municipal taxes (including local improvement charges) levied against the property, until such time as such taxes are levied against each Unit;

FEES

- g) The fees and disbursements of the Insurance Trustee, if any;

FIDELITY BONDS

- h) The cost of maintaining fidelity bonds as provided in the By-laws.
Common Expenses shall not include sums collected for funds, established for maintenance of the Common Elements which occurs less frequently than annually or for repair, replacement or improvement required as a result of damage, depreciation or obsolescence (herein called "Reserve Funds") which sums shall be assessed against each unit in the same proportions as the proportions assessed against each Unit for Common Expenses.

10. ASSESSMENT AND COLLECTION OF CONTRIBUTIONS TOWARD THE COMMON EXPENSES AND RESERVE FUNDS

COMMON EXPENSES

- a) The assessment and collection of contribution toward the Common Expenses and Reserve Funds shall be regulated by the Registered By-laws of the Corporation.

LIEN FOR UNPAID CONTRIBUTIONS TO EXPENSES AND RESERVE FUNDS

- b) The Provisions of the Act with respect to the Corporation's lien for unpaid Common Expenses shall apply both to unpaid contributions to Common Expenses and Reserve Funds.

11. EXCLUSIVE USE OF PARTS OF COMMON ELEMENTS

- a) Subject to compliance with the Act, the Declaration, the by-laws and the rules passed pursuant to this Act, the owners of the units described in Schedule "G" attached hereto shall have the use of those parts of the common elements as set out in Schedule "G" attached hereto.

UTILITY

- b) No Owner shall without the written consent of the Board have access to those parts of the Common Elements designated by the Board from time to time as utilities areas, building maintenance storage areas, superintendent's suite or any other part of the Common Elements used for the care or maintenance of the property, but this sub-paragraph shall not apply to mortgagees holding first mortgages on at least 10% of the Units who shall have a right of access for inspection upon 48 hours' notice to the Corporation.

12. OCCUPATION AND USE OF UNITS AND COMMON ELEMENTS

STRUCTURAL CHANGES

- a) No Owner shall make any structural changes in or to his Unit or any change to an installation upon the Common Elements, or paint, stain, decorate, alter or repair any part of the Common Elements 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 the conditions, if any, of such approval by the Board.

USE THREATENING CANCELLATION OF INSURANCE

- b) No Unit shall be occupied by anyone whose occupancy shall give rise to the cancellation of any policy of insurance referred to in Article V of this Declaration. There shall be no duty imposed upon the Corporation to enquire into the acceptability of the occupier of any Unit as an insured on any such policy of insurance.
- c) No Unit Owner shall do or permit anything to be done in the Unit and/or Common Elements or bring or keep anything therein which may give rise to the cancellation of any policy of insurance referred to in Article V of this Declaration.

INCREASE IN RATE

- d) If any Unit Owner shall do or permit anything to be done in the Unit and/or Common Elements or bring or keep anything thereon which will in any way increase the risk of fire or other perils insured against and consequently will increase the premium rate of the policy or policies of insurance, then the Unit Owner shall pay in his next monthly contribution towards the Common Expenses after receipt of notice from the Corporation, all increases, in premium in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contribution towards the Common Expenses and recoverable as such. There shall be no duty imposed upon the Corporation to inquire into any matters which may increase the risk of fire or other perils insured against.

RESTRICTIONS

- e) Except as herein provided, no part of the Common Elements shall be used for any purpose other than for such purpose or purposes as are incidental to the use of the units as single family private residences. Notwithstanding the foregoing, no part of the Common Elements shall be occupied or used for parking, standing, placing, storing, leaving, leave standing or permitting the leaving of a motorized vehicle including an automobile, snowmobile, bicycle, motorcycle, truck or any other type of vehicle or accommodation including a trailer, bicycle, cart, wagon, boat, houseboat or any other article or thing which the Board may from time to time by By-law passed pursuant to the said Act be deemed to be included within the aforesaid or deemed to adversely affect the use of the Common Elements for residential purposes except with the written consent of the Board. The Board may, in the absolute discretion of the Board, upon determining that a part of the Common Elements has been or is being used or occupied for a purpose herein prohibited, cause such use or occupation to be terminated in such manner as the Board, in its sole discretion,

deems necessary, the costs of which shall be borne jointly and severally by the Owner of such Unit having exclusive use of the part of the Common Elements so affected, where applicable, and the Owner of such chattel as is found to be the case for violation of such prohibited use or occupation. Nothing herein shall be deemed to prevent the parking of a private passenger automobile, station wagon, econovan or half ton pick-up with uncovered rear ends and sills not exceeding four feet (4') in height in the parking space designated in the description or such other motor vehicles as the Board shall permit in such part or parts of the Common Elements designated by the Board as "general parking".

GENERAL PARKING

The Board may from time to time designate such part or parts of the Common Elements designated as "general parking" for use of the Owners, their guests, agents or tenants such other persons as the Board may from time to time determine for the purpose of parking such other motor vehicles as the Board shall permit. The Board may lease any part or parts or all of the parts of the Common Elements so designated for such period and upon such terms and conditions as the Board may from time to time determine. No part of the said parts of the Common Elements so designated may be used by any person without prior consent of the Board.

ENTRY

g) The Corporation or any person authorized by the Board may enter any Unit or exclusive use area at any reasonable time to perform the objects or duties of the Corporation and without limiting the generality of the foregoing.

AUTHORIZED ENTRY

(i) 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 a Common Elements to which any Owner has the exclusive use at all reasonable times and upon giving reasonable notice, for the purpose of making inspections, adjust losses, making repairs, correcting any condition which voids the provisions of any insurance policy, remedying any conduct which might result in damage to the Property, or carrying out any duty imposed upon the Corporation.

EMERGENCY ENTRY

(ii) In case of any emergency, an agent of the Corporation may enter a Unit or Exclusive Use Area at any time without notice 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 any emergency exist.

WAIVER OF LIABILITY

(iii) If an Owner shall not be personally present to grant entry to his Unit or Exclusive Use Area, the Corporation or its agents may forcibly enter thereupon without rendering them liable to any claim or cause of action for damages by reason thereof, provided that they make entry in good faith and with the exercise of reasonable care.

RIGHTS AND AUTHORITY

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

MODEL UNITS

h) Nothing herein contained shall prevent and no By-law or house shall be made to prevent the Declarant from completing the building and all improvements to the property, remedying defects, maintaining units as models for display and sale purpose; and otherwise managing units and maintaining marketing and/or construction offices, displays and signs, provided that they are in accordance with all applicable by-laws of the municipality in which the Property is situated.

13. UNITS SUBJECT TO DECLARATION, BY-LAWS, RULES AND REGULATIONS
COMPLIANCE

- a) All Owners, tenants and occupants of units shall subject to and comply with the provisions of the Declaration, the By-laws and the Rules and Regulations. The acceptance of a deed or transfer or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-laws and the Rules and Regulations as they may be amended from time to time are accepted and ratified by such Owner, tenant or Occupant and all of such provisions shall be deemed and taken to be covenants running with the land and bind any person having at any time, any interest or estate in such Unit as though such provisions were recited and contained in full in each and every such deed or transfer.

LEASING OF UNIT

- b) If an Owner desires to lease his premises, then he shall give to the Corporation an Undertaking signed by the Lessee that the Lessee and any other Occupant of the Unit will comply with the provisions of the Act, the Declaration, the By-laws and the Rules and Regulations. The Owner making a lease shall not be relieved thereby from any of his obligations hereunder which shall be joint and several with his Lessee.

14. PROVISIONS RESTRICTING GIFTS, LEASES AND SALE OF THE UNITS COMMON ELEMENTS

The Provisions of the said Act, this Declaration and the Registered By-laws of the Corporation shall apply.

15. THE BOARD OF DIRECTORS

The specification of the number, qualification, nomination, elected term of office, compensation and removal of members of the Board and the meetings, quorum, functions and officers of the Board may be specified from time to time by the registered By-laws of the Corporation.

16. DUTIES AND POWERS OF THE CORPORATION

In addition to those duties and powers, express or implied, imposed upon or granted to the Corporation by the Act, the Declaration and the By-laws, the duties and powers of the Corporation shall include but shall not be limited to the following:

MAINTAIN AND REPAIR

- a) To repair and maintain in accordance with paragraph 20 herein;
- b) To settle, adjust, compromise or refer to arbitration any suits or claims which may be made upon or which may be asserted by or on behalf of the Corporation or the Property or any part thereof;
- c) Subject to prior authorization by By-law in each instance to borrow such amounts from time to time as in its discretion are necessary or desirable to borrow in order to protect, maintain, preserve or ensure the due and continued operation of the property, in accordance with the terms hereof, and to secure any such loans by mortgage, pledge or charge of any of the real or personal property of the Corporation and to add the cost of paying the interest charges and principal of any such loan to the Common Expenses.

INVESTMENTS

- d) To maintain one or more reserve fund accounts in the name of the corporation and to invest all or any part of the money in the reserve fund accounts in eligible securities as defined in the *Condominium Act, 1998* and in accordance with its requirements.

RULES AND REGULATIONS

- e) To adopt and amend the Rules and Regulations respecting the use of Units and the Common Elements.

UTILITY

- f) To supply heat and electricity to the common elements and water to the Buildings except the Corporation is prevented from carrying out such duty by reason of any event beyond the

reasonable control of the corporation. If at any time any apparatus or equipment used in effecting the supply of heat, electricity or water becomes incapable of fulfilling its function or is damaged or destroyed, the Corporation shall have a reasonable time within which to repair or replace the apparatus and the Corporation shall not be liable for direct, indirect or consequential damages or for damages for personal discomfort or illness by reason of the breach of such duty;

ACCOUNTS

- g) To maintain accurate accounts and financial records of the financial transactions of the Corporation; to cause audits to be made at every year end and to make audited statements available to the Owners and Mortgagees during reasonable business hours;

COMPLIANCE

- h) To effect compliance by the Owners with the Act, Declaration, Laws and Rules and Regulations of the Corporation.

BUY OR DISPOSE OF REAL AND PERSONAL PROPERTY

- i) Subject as herein provided, to sell, convey, exchange, give an option or other right to buy, assign or otherwise dispose of any and all real and personal property at any time held hereunder by the Corporation, either at public auction or private sale, for cash or upon credit, secured or unsecured, and at such time or times and in such manner and for such price as the Corporation in its absolute discretion deems advisable, and to make, execute, deliver good and sufficient deeds and conveyances thereof.

PROFESSIONAL SERVICES

- j) To employ and pay the compensation of such counsel, engineers, accountants, experts, appraisers, advisers, maintenance and repairmen or other persons as it may deem advisable.

MANAGEMENT AGREEMENT

- k) To enter into such management agreement or agreements with any person, firm or company and on such terms and conditions as the Corporation may in its sole and absolute discretion determine from time to time provided that no such management agreement shall exceed a term of two (2) years including any and all rights of renewal thereof.

MAINTENANCE AGREEMENT

- l) Notwithstanding the foregoing, the Corporation may in its sole and absolute discretion enter into any agreement or agreements with any public or private supplier of electrical power, telephone service or any fuel including oil or gas for the purpose of such supplier repairing, replacing and operating and maintaining the equipment necessary to deliver such power, telephone service or fuel.

LEASING OF COMMON ELEMENTS

- m) To lease such part or parts of the Common Elements as is hereinbefore provided in Article IV, paragraph 12(g) hereof.

17. MAJORITY REQUIRED TO MAKE BY-LAWS

The provisions of the Act shall apply.

18. MODIFICATIONS OF COMMON ELEMENTS AND ASSETS

The provisions of the Act shall apply. The Board in its sole and absolute discretion shall decide whether any proposed addition, alteration or improvement to or renovation of the Common Elements or change in the assets of the Corporation is substantial. Notwithstanding anything set out in the Act, the Corporation shall not be compelled to purchase the Unit of any Owner who dissented with respect to modifying the Common Elements or assets.

19. DAMAGE TO THE BUILDINGS AND TERMINATION AFTER DAMAGE

The provisions of the Act shall apply provided that where there has been a determination that substantial damage has occurred to the buildings, notice of such determination shall be given to the mortgagees by registered mail within 5 days' of such determination and together with 5 days' notice of a meeting to

determine whether to repair shall be given the mortgagees by registered mail.

20. OBLIGATION TO REPAIR AND MAINTAIN UNITS AND COMMON ELEMENTS

REPAIRS AND MAINTENANCE BY OWNERS

- a) (i) Except where the Corporation is under an obligation to repair a Unit pursuant to paragraph 19(b) each Owner shall repair his Unit at his own expense.
- (ii) Each Owner shall be responsible and pay for the supply of electricity servicing his unit which includes the heating and cooling of the unit and shall be responsible for any repairs and maintenance of the heating and cooling equipment, plumbing and electrical equipment and fixtures in the unit. The owner shall maintain the temperature in the unit at a minimum of 15°C.
- (iii) The Owner of each Unit where Unit has sole access to a balcony shall maintain the said balcony.

REPAIRS AND MAINTENANCE BY THE CORPORATION

- b) (i) The Corporation shall repair the Common Elements.
- (ii) The Corporation shall maintain the Common Elements excluding the balcony referred to in paragraph 11(a) hereof.

RESTRICTION IN REPAIRS AND MAINTENANCE

- c) In the event that the Corporation shall be put to any expense as a result of an Owner without authorization of repairing or maintaining any part of the Property which he is not obliged to repair or maintain, such Owner shall reimburse the Corporation for its expense.
- d) Each Owner shall be responsible for the damage to any and all other Units and the Common Elements by his failure to so maintain and repair, save any damage to the Units and Common Elements to the extent that the costs of repairing the same may be recoverable under any policy or policies of insurance held by the Corporation.

21. FAILURE OF OWNER TO REPAIR OR MAINTAIN

The Corporation shall effect the maintenance or repairs which an Owner is obligated to effect hereunder if such maintenance and repair is not effected by an Owner within a reasonable time after written notice is given by the Corporation to an Owner of the maintenance or repair to be done and such Owner shall be deemed to have consented to having such maintenance or repair made by the Corporation and shall be obligated to reimburse the Corporation in full for the costs thereof.

22. TERMINATION

The provisions of the Act shall apply.

ARTICLE V - OTHER MATTERS CONCERNING THE PROPERTY

23. INSURANCE

THE CORPORATION

- a) The Corporation shall be required to obtain and maintain to the extent obtainable from the insurance industry, the following insurances in one or more policies:
 - (i) Insurance against damage by fire with extended coverage and such other perils as the Board may from time to time deem advisable, insuring:
 - (a) the Property excluding the Units; and
 - (aa) 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 any such real and personal property, without deduction for depreciation, which policy may be subject to a loss deductible clause or co-insurance clause.
 - (ii) As agent for the Owners from time to time, 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, which policy or policies may be subject to a loss deductible clause or co-insurance clause.
- b) Such policy or policies of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear, with mortgagee endorsements, all of which shall be subject to the provisions of the Declaration and the Insurance Trust Agreement and shall, if obtainable, contain the following provisions:
 - (i) waivers of subrogation against the Corporation, its manager, agents, employees and servants, and Owners, and Occupants and any member of the household, or guests of any Owner or Occupant of a Unit, except for arson and fraud;
 - (ii) that such policy or policies shall not be cancelled or substantially modified by the insurer without at least sixty (60) days prior written notice to all parties appearing on such policy or policies as having an interest therein to the Insurance Trustee;
 - (iii) 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;
 - (iv) any coverage provided or monies payable under any insurance purchased by any Owner, occupant or mortgagee shall not be brought into contribution with any coverage or monies paid pursuant to policies held by the Corporation;
 - (v) 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;
 - (vi) that loss shall be payable to the Insurance Trustee where such proceeds exceed \$25,000.00, otherwise to the Corporation.
- c) The Corporation shall also be required to obtain and maintain the following insurance in one or more policies:
 - (i) Public liability and property damage insuring the liability of the Corporation with limits to be determined by the Board but in no event for less than \$1,500,000.00.
 - (ii) Boiler and machinery insurance to the extent required as the Board may from time to time deem advisable.

DISPOSITION OF PROCEEDS

d) In the event that:

- (i) Any Owner is obliged to repair his Unit, the Insurance Trustee or the Corporation as the case may be shall hold all proceeds of insurance for the Owner or Owners and pay the share to which the Owner is entitled to such persons as may be required in order to

- satisfy the Owner's obligation to make such repairs.
- {ii) The Corporation is obliged to repair any Unit insured, and the Insurance Trustee shall hold all proceeds of insurance for the Corporation and pay the same to the Corporation in order to satisfy its obligations to make such repair.
- (iii) There has been damage to the building and pursuant to paragraph 22 hereof there is Termination, the Insurance Trustee shall hold the proceeds of insurance from all policies of insurance for the Owners in the proportions of their respective common interests and shall pay such proceeds to the Owners, mortgagees and others in accordance with their entitlement thereto, pursuant to the provisions of the Act.

GENERAL PROVISIONS

- (e) (i) For the purpose of determining the amount of insurance to be effected the Board shall obtain an appraisal of the full replacement cost of the property at least once every five years.
- (ii) 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 any 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.
- (iii) Where any insurance proceeds are paid to an Owner for the purpose of effecting repairs to his Unit, then such Owner shall effect such repairs within two (2) months of such payment or within such further period of time as the Board of Directors of the Corporation may permit and he shall furnish the Corporation with evidence that such repairs have been completed and the provisions of paragraph 21 shall apply mutatis mutandis in the event an Owner shall not wish to so repair his Unit.
- (iv) No mortgage may be placed against any Unit unless the mortgagee agrees to waive any contractual or statutory provisions giving the mortgagee the right to have the proceeds of any insurance policy or policies applied on account of the mortgage and thereby prevent application of the proceeds towards the repair of the Property pursuant to the provisions of the Declaration. This paragraph shall not prejudice the right of any mortgagee to receive the proceeds of any insurance policy or policies if the Property is not repaired.
- (v) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each Owner and a duplicate original or certified copy of the policy to each mortgagee; renewal certificates or certificates of new insurance policies shall be furnished to each Owner and renewal certificates or certified copies of new insurance policies to each mortgagee not later than ten (10) days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept available by the Corporation at its offices for inspection by any Owner, or purchaser, or mortgagee on reasonable notice to the Corporation.
- (vi) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation or to direct that loss shall be payable in any manner other than as provided in the Declaration.
- (vii) Physical damage insurance purchased by the Corporation may provide for such deductibility provisions as are usual in the insurance industries and as may be authorized from time to time by the Board.

BY THE OWNER

- f) 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:
 - (i) insurance pursuant to a Condominium Owners policy on any additions or improvements made by the Owner to his unit, and for furnishings, fixtures, equipment, 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 additional living expenses in the event of damage.
- (ii) public liability insurance covering the liability of any Owner.

24. INSURANCE TRUSTEE

The Board on behalf of the Corporation shall enter into an agreement with an insurance trustee in the event the proceeds of its insurance policy exceed 15 per cent of the replacement cost of the property covered by the policy, which agreement shall provide for the holding and disbursement of the insurance proceeds in accordance with the provisions of this Declaration and the Act.

25. INDEMNIFICATION

- a) Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by any act or omission of such Owner, or any occupant, or the guests, invitees, licensees, or family of such Owner or occupant except to the extent any such loss, costs, damage, injury or liability should be covered by the proceeds of any policy of insurance maintained by the Corporation.
- b) The Corporation shall indemnify and save harmless each Owner or Occupant from and against any loss, costs, damage, injury or liability whatsoever which may be suffered or incurred by him resulting from or caused by the negligence or wrongful act or omission of the Corporation, its manager, agents, servants, employees or independent contractors or for damage done to the Unit substantially resulting from the repair or maintenance by the Corporation of the common Elements, provided that notwithstanding anything hereinbefore contained, the amount of indemnification to each Owner or Occupant shall be limited to the proceeds received from the public liability and property damage insurance of the Corporation as a result of such loss, costs, damage, injury or liability.

26. EXPROPRIATION

EXPROPRIATION OF THE WHOLE OF THE PROPERTY

- a) In the event of expropriation of the whole of the Property, the compensation to be paid for the whole of the Property shall be negotiated and finalized by the Corporation subject to the ratification of such compensation by the Owners of 75 per cent of the Common Interest at a special meeting called for the purpose, whether or not proceedings are necessary, and the compensation less expenses involved, if any, in obtaining the said compensation, shall be paid to the Owners in the proportion of their respective Common Interest subject to the rights of any mortgagee or lien claimant.

NOTICE OF EXPROPRIATION

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

OWNER'S PERSONAL COMPENSATION

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

27. EXPROPRIATION OF COMMON ELEMENTS

If no Units are expropriated and the expropriation includes only part of the Common Elements, then compensation shall be negotiated and settled by the Board, whether or not proceedings are necessary.

The Board of Directors may deal with the compensation in any one or more of the following ways:

- a) to pay any compensation so received to the Owners in the proportion of their respective Common

- Interests subject to the rights of any mortgagee or lien claimant;
- b) subject to the provisions of paragraph 18 hereof to use the compensation to add to, change or alter the Common Elements.

28. EXPROPRIATION OF SOME OF UNITS AND PART OF COMMON ELEMENTS

- a) In the event of a partial expropriation which includes some Units, each Owner whose Unit is expropriated shall deal with the expropriation authority with regard to compensation relating to his Unit and Common Interest and shall have no further interest in the Property except to receive the compensation to which he is entitled from the expropriating authority in respect of his Unit and Common Interest.
- b) The provision of paragraph 27 hereof shall apply with respect to that part of the expropriation dealing with part of the Common Elements.
- c) The Board of Directors of the Corporation shall negotiate and settle the compensation for any damage to the Property suffered by the remaining Owners, whether or not proceedings are necessary, and the compensation so received from the expropriating authority, less expenses involved, if any, in obtaining such compensation, and less such moneys as in the opinion of the Board of Directors is required to restore the Property, shall be paid to the remaining Owners subject to the right of any mortgagee or lien claimant.
- d) The percentage contribution towards Common Expenses of the remaining Owners shall be recalculated on the basis that the percentage contribution to Common Expenses of the Owners expropriated shall be divided amongst the remaining Owners in the same ratio that the percentage contributions to Common Expenses of the remaining Owners bears to each other.
- e) The Common Interests of the remaining Owners shall be recalculated on the basis that the Common Interests of the Owners expropriated shall be divided amongst the remaining Owners in the same ratio that the Common Interests of the remaining Owners bears to each other.

29. NOTICE

Except as hereinbefore set forth, any notice, direction or other instrument required or permitted, may be given if to be served personally by delivering same to the party or to any officer of the party to be served, or otherwise, may be give by ordinary mail, postage prepaid, addressed to the Corporation at its address for service, to each Owner at the address entered in the Register kept for such purposes in accordance with the provisions of By-law No.1 of the Corporation, and to such mortgagee who has given notice of his interest to the Corporation for the purpose of notice; and if mailed as aforesaid, the same shall be deemed to have been received and to be effective on the third business day following the day on which it was mailed. Any Owner or mortgagee may change his address for service by notice given by the Corporation in the manner aforesaid.

30. COSTS

All costs, fees and disbursements, expenses and all solicitors' charges (as between a solicitor and his client) which may be incurred by the Corporation in taking any action, including the institution of an action or summary proceeding against an Owner, shall immediately become due and payable by such Owner and may be added to and recovered in the same manner and recovery of an Owner's default in his obligations to contribute to the Corporation towards the Common Expenses.

31. INVALIDITY

The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity and enforce ability or effect of the remainder of this Declaration and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

32. WAIVER

No provision contained in this Declaration, the By-laws and Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

33. GENDER AND NUMBER

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter and the use of the singular shall be deemed to refer to the plural and vice versa whenever the context so requires.

34. CONFLICT

In the event of a conflict between the provisions of the Act, Declaration or By-laws and Rules and Regulations made thereunder, the provisions of the Act shall govern; subject to the Act, the provisions of the Declaration shall govern; subject to the Act and Declaration, the provisions of the By-laws shall govern; the provisions of the Rules and Regulations shall only be valid so long as they are not in conflict with anything in the Act, the Declaration or the By-laws.

35. HEADINGS AND MARGINAL NOTES

The headings and marginal notes shall not form a part of the Declaration but shall be deemed to be inserted for convenience of reference only.

36. RESTRICTIONS ON ANIMALS

No dogs (other than a seeing-eye dog or guide dog) shall be kept or allowed upon the common elements, including those parts thereof, of which any owner has the exclusive use. When on the common elements, all animals must be under leash. No animal 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 animal, permanently remove such animal from the property.

37. FAILURE OF BOARD TO ACT

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.

38. NO OBLIGATION ON BOARD FOR A UNIT

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

39. MONIES OWING TO BOARD

Whenever pursuant to the Act, this Declaration, the By-laws, or the Rules and Regulations or an Order or a Judgment of a Court, Tribunal, or a Board of competent jurisdiction a sum is owing to the Corporation by an Owner, such sum shall include all costs including any legal or collection costs incurred by the Corporation in order to collect such sums, and all monies owing shall bear interest as the Corporation may by By-law from time to time determine. The Corporation may collect all such sums of money in such installments as the Board may decide upon, which installments shall be added to the contribution towards the Common Expenses of such Owner, after receipt of a notice from the Corporation thereof. All such payments shall be deemed to be additional contributions towards the Common Expenses and recoverable as such.

40. POWER OF SALE

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

Dated May 16, 1985

Registered by the Declarant (Kevlee International Corporation) June 3, 1985, by instrument 411389

Amended March 26, 2002, registered by instrument OC 54670.

SCHEDULE "A"

In the CITY of OTTAWA in the REGIONAL MUNICIPALITY of OTTAWA-CARLETON being composed of part of Lots 4 and 5, South of Laurier Avenue and Part of Lots 4 and 5, North of Gloucester Street, according to a plan of subdivision registered in the Registry Office for the Registry Division of Ottawa-Carleton (No.5) as number 2996, and being designated as PARTS 1 and 2 on a reference plan deposited in the Land Titles Office for the Land Titles Division of Ottawa-Carleton (No.4) as Number 4R-4883, and being all of Parcel 4-1 in the Register for Section 2996.

SUBJECT TO an easement in favour of Regional Municipality of Ottawa-Carleton over PART 2 on Plan 4R-4883, as described in Instrument Number 407656.

SUBJECT TO an easement in favour of Ottawa Cablevision Limited as more particularly set out in Instrument Number 410112.

SCHEDULE "B"

Consent of the Mortgagee against the land described in Schedule "A".

THE ROYAL BANK OF CANADA having a registered mortgage within the meaning of clause b of subsection 1 of section 3 of the Condominium Act, registered as number 404182 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.

Power of Attorney registered as Instrument No.269408 on September 10, 1981 in the Registry Office of Ottawa-Carleton No.4. The below named Attorneys state that to the best of our knowledge and belief the Power of Attorney above referred to is still in full force and effect.

DATED at TORONTO this 21st day of May, 1985.

THE ROYAL BANK OF CANADA

by its Attorneys

Per: [signed]

Michael E. Flaherty

Per: [signed]

Michael J. Dofort

SCHEDULE "C" - BOUNDARIES OF UNITS AND MONUMENTS

A) The VERTICAL boundaries of a Unit are:

- (i) The back side surface of the drywall covering the walls dividing the Unit from other Units and the Common Elements.
- (ii) Where applicable, the projection of the said back side surface of the drywall across openings for vents and through false ceilings.
- (iii) The Unit side surfaces of the window glass and frames.
- (iv) The unfinished Unit side surfaces of the doors leading out of the Unit, in the closed position.
- (v) The unfinished Unit side surfaces of the door frames of the doors leading out of the Unit.

B) The HORIZONTAL boundaries of a Unit are:

- (i) LOWER: The upper unfinished surface of the concrete floor slab beneath and within the Unit.
- (ii) UPPER: The lower unfinished surface of the concrete slab above and within the Unit.

NOTWITHSTANDING THE FOREGOING, A UNIT:

a} Shall NOT include:

- (i} Pipes, wires, cables, conduits or ducts which serve other Units or the Common Elements.
- (ii} Public utility lines, including those lines used for power, telephone, cablevision, gas, water, sewer or drainage.
- (iii} The concrete masonry or block portion of any wall, column, floor or ceiling.

b} Shall include:

- (i} All fixtures, communications panel, hydro service panel, other outlets and other facilities which are within the boundaries of the Unit and which serve the Unit only.

The equipment used for heating and cooling the Unit including the controls, the exterior venting and the air shafts used for this purpose.

DATED at Ottawa this 23rd day of April, 1985

FAIRHALL, MOFFATT & WOODLAND LIMITED

[signed]

Charles W. Fairhall,
Ontario Land Surveyor.

SCHEDULE “D” – PROPORTION OF COMMON INTERESTS
EXPRESSED IN PERCENTAGES

SCHEDULE “E” – PROPORTION OF CONTRIBUTIONS TO COMMON EXPENSES

<u>Unit no.</u>	<u>Proportion</u>	<u>Unit no.</u>	<u>Proportion</u>
Level 1 - Unit 1 [LL2]	.7982	Level 12 - Unit 4 [1105]	.9213
Level 2 - Unit 1[(101]	.7783	Unit 6 [1106]	.8181
Unit 2 [102]	.7982	Unit 5 [1107]	.8277
Unit 3[(103]	1.1203	Level 13 - Unit 1 [1201]	.7783
Level 3 - Unit 1 [201]	.7783	Unit 2 [1202]	.7982
Unit 2 [202]	.7982	Unit 5 [1204]	.7341
Level 4 - Unit 1 [301]	.7783	Unit 4 [1206]	.8181
Unit 2 [302]	.7982	Unit 3 [1207]	.8277
Unit 3 [303]	.8992	Level 14 - Unit 1 [1401]	.7783
Unit 7 [304]	.7341	Unit 2 [1402]	.7982
Unit 4 [305]	.9213	Unit 3 [1403]	.8992
Unit 6 [306]	1.7858	Unit 7 [1404]	.7341
Unit 5 [307]	1.8152	Unit 4 [1405]	.9213
Level 5 - Unit 1 [401]	.7783	Unit 6 [1406]	.8181
Unit 2 [402]	.7982	Unit 5 [1407]	.8277
Unit 3 [404]	.7341	Level 15 - Unit 1 [1501]	.7783
Level 6 - Unit 1 [501]	.7783	Unit 2 [1502]	.7982
Unit 2 [502]	.7982	Unit 5 [1504]	.7341
Unit 3 [503]	.8992	Unit 4 [1506]	.8181
Unit 7 [504]	.7341	Unit 3 [1507]	.8277
Unit 4 [505]	.9213	Level 16 - Unit 1 [1601]	.7783
Unit 6 [506]	.8181	Unit 2 [1602]	.7982
Unit 5 [507]	.8277	Unit 3 [1603]	.8992
Level 7 - Unit 1 [601]	.7783	Unit 7 [1604]	.7341
Unit 2 [602]	.7982	Unit 4 [1605]	.9213
Unit 5 [604]	.7341	Unit 6 [1606]	.8181
Unit 4 [606]	.8181	Unit 5 [1607]	.8277
Unit 3 [607]	.8277	Level 17 - Unit 1 [1701]	.7783
Level 8 - Unit 1 [701]	.7783	Unit 2 [1702]	.7982
Unit 2 [702]	.7982	Unit 5 [1704]	.7341
Unit 3 [703]	.8992	Unit 4 [1706]	.8181
Level 8 - Unit 7 [704]	.7341	Unit 3 [1707]	.8277
Unit 4 [705]	.9213	Level 18 - Unit 1 [1801]	.7783
Unit 6 [706]	.8181	Unit 2 [1802]	.7982
Unit 5 [707]	.8277	Unit 3 [1803]	.8992
		Unit 7 [1804]	.7341
		Unit 4 [1805]	.9213

Level 9 - Unit 1 [801]	1.5765	Unit 6 [1806]	.8181
Unit 4 [804]	.7341	Unit 5 [1807]	.8277
Unit 3 [806]	.8181		
Unit 2 [807]	.8277		
Level 10 - Unit 1 [901]	.7783	Level 19 - Unit 1 [1901]	.7783
Unit 2 [902]	.7982	Unit 2 [1902]	.7982
Unit 3 [903]	.8992	Unit 5 [1904]	.7341
Unit 7 [904]	.7341	Unit 4 [1906]	.8181
Unit 4 [905]	.9213	Unit 3 [1907]	.8277
Unit 6 [906]	.8181		
Unit 5 [907]	.8277	Level 20 - Unit 2 [2003]	1.2603
		Unit 3 [2005]	.9213
Level 11 - Unit 1 [1001]	.7783	Level 20 - Unit 1 [2101]	1.5345
Unit 2 [1002]	.7982	Level 21 - Unit 1 [2103]	1.2603
Unit 5 [1004]	.7341	Level 20 - Unit 6 [2104]	1.4372
Unit 4 [1006]	.8181	Unit 5 [2106]	1.9237
Unit 3 [1007]	.8277	Unit 4 [2107]	1.6244
Level 12 - Unit 1 [1101]	.7783	Level 22 - Unit 3 [2203]	.8992
Unit 2 [1102]	.7982	Unit 4 [2205]	.9213
Unit 3 [1103]	.8992	Unit 1 [2301]	1.5345
Unit 7 [1104]	.7341	Unit 2 [2302]	1.8116
		Unit 5 [2307]	1.6244

100.0000%

[Proportions in schedules “D” and “E” are the same]

[Numbers in brackets are shown for reference and are not shown in the Declaration]

SCHEDULE "F" - SPECIFICATION OF COMMON EXPENSES

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

- I. Building Maintenance:
 - (a) External Plumbing Repairs
 - (b) Cleaning of Common Areas
 - (c) Repairs of Common Areas
 - (d) Maintenance of Fire Hydrants
 - (e) External Drains
 - (f) Pest Control for Common Areas
- II. Site Maintenance, Garbage Collection and Waste Disposal (including materials, tools and supplies).
- III. Hydro Site
- IV. Water, hydro, heating and air-conditioning, except where such utilities are separately metered for the units.
- V. Snow Removal and Landscaping
- VI. Insurance:
 - (a) Fire
 - (b) Public Liability and Property Damage on Common Elements
 - (c) Insurance Appraisals and Insurance Trustee Fees
- VII. Audit Fee
- VIII. Legal Fee
- IX. Management Fee
- X. The expenses for the performance of the objects and duties of the Corporation.
- XI. The cost of borrowing money to carry out the duties of the Corporation and the repayment thereof including principal and interest, and the repayment of debts incurred for the objects of the Corporation.
- XII. Payments for the utilization of any easement, lease or right required, necessary or desirable for the maintenance of access to the property.
- XIII. Shared expenses incurred with respect to the obligations incurred by the Corporation with any other person, firm or corporation.
- XIV. Realty Taxes (including local improvement charges) levied against the entire property until such time as taxes are levied against each unit.
- XV. The cost of maintenance, repair, operation, furnishing, fixturing, and equipping the common elements, including the recreational facilities, and the dwelling for the building superintendent.
- XVI. All sums of money paid or payable by the Corporation for maintaining and/or repairing any portion of the internal roadway, running track, pedestrian walkways and services serving this condominium corporation.

- XVII. All sums of money paid or payable by the Corporation and representing its Proportionate Share of all repair, maintenance, operating and improvement costs related or pertaining to the Common Facilities, including the Corporation's Proportionate Share of all costs relating to the Common Facilities as more particularly set out in the Common Budget.

SCHEDULE "G"

Exclusive Common Elements:

- (a) The owner of each unit on Levels 1 to 22 inclusive shall have exclusive use of the balcony(s) adjoining his or her unit.
- (b) The owners of Units 5 and 6 on Level 4 shall have exclusive use of the deck adjoining the Unit and to which the Unit has direct access.

The exclusive use of the above-mentioned portions of the Common Elements shall be subject to the provisions of the Declaration, the By-laws of the Corporation and the Rules and Regulations passed pursuant thereto, and subject to the right of entry in favour of the Corporation to those areas of the Exclusive Use portions of the Common Elements which may be necessary to permit repairs or maintenance thereto, or to give access to the utility and services areas adjacent thereto.

The owner of each unit shall have the exclusive use subject to the provisions of this Declaration, the By-laws and the Rules and Regulations, of a parking space as shall be designated by the Board of Directors from time to time.