

CARLETON CONDOMINIUM CORPORATION 15

**Château Vanier
158B McArthur Avenue**

**Declaration
By-Laws
Rules and Regulations
Audited Financial Statements
Budget
Insurance Certificate
Reserve Fund Plan - Form 15
Asbestos Management Program**

CARLETON CONDOMINIUM CORPORATION 15

Declaration

ARTICLE V

STATEMENT OF PERCENTAGE CONTRIBUTIONS
TO COMMON EXPENSES

Each owner shall contribute to the common expenses in the percentages shown opposite each unit number as set forth in Schedule "D" attached hereto.

ARTICLE VI

ADDRESS FOR SERVICE

The Corporation's address for service shall be:

Chateau Vanier,
Centre Tower,
1568 McArthur Avenue,
Vanier, Ontario

ARTICLE VII

SPECIFICATION OF COMMON EXPENSES

For purposes of the Declaration and without limiting the definition ascribed thereto by the Act, common expenses shall be the expense of the performance of the objects and duties of the Corporation and without limiting the generality of the foregoing shall include the following:

- a) the payment of all realty taxes (including local improvement charges) levied against the entire property until such time as taxes are levied against each unit,
- b) 1) the payment of all sums of money levied or charged on account of water supplied to the Corporation and to all unit owners,
1i) the payment of all sums of money levied or charged on account of electricity and heating supplied to the Corporation and to all unit owners,
- c) remuneration payable by the Corporation to any employee deemed necessary for the proper operation and maintenance of the property,
- d) payment of any remuneration payable pursuant to any management contract which may be entered into between the Corporation and a manager,
- e) the cost of furnishings and equipment for use in and about the common elements, including the cost of repair, maintenance or replacement thereof,
- f) the cost of legal, accounting and auditing services retained by the Corporation,
- g) the cost of appraisals made pursuant to Article XVII, paragraph 9 of the Declaration,
- h) the fees and disbursements of the Insurance Trustee,

- i) the cost of maintaining fidelity bonds as required under the provisions of the By-laws,
- j) the cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation and the repayments, including principal and interest, of debts duly incurred by the Corporation in the performance of its objects and duties, when each such borrowing has been first authorized by a vote of the owners at a meeting called for the purpose,
- k) the cost of operating and maintaining the property, as well as a share of the cost of operating and maintaining the Joint Common Elements which shall be conveyed to the Corporation pursuant to the terms of a Joint Common Elements Agreement, which Agreement is dated the 15th day of October, 1971, and notice of which Agreement is registered on title.

ARTICLE VIII

EXCLUSIVE USE OF PARTS OF

THE COMMON ELEMENTS

1. Subject to the provisions of the Declaration, the By-laws of the Corporation and the Rules and Regulations passed pursuant thereto, the owner of each unit shall have the exclusive use of a parking space as is designated by the Corporation from time to time. Each unit which does not within it have storage space, shall have exclusive use of a storage space as is designated by the Corporation from time to time.
2. Subject to the provisions of the Declaration, the By-laws of the Corporation and the Rules and Regulations passed pursuant thereto, the owner of each unit whose unit has direct access to a balcony, sun deck or patio shall have the exclusive use thereof.
3. No one shall without the prior written consent of the Corporation have access to those parts of the common elements used from time to time as a dwelling for any building superintendent or superintendents, utilities areas, building maintenance storage areas, managers' offices, heating equipment areas, elevator mechanical areas or any other part of the common elements used for the care or maintenance of the property or for the care, maintenance or operation of any equipment therein.

ARTICLE IX

UNITS

1. USE AND OCCUPANCY OF UNITS

- a) Each unit, other than Unit 1, Level 1 and Unit 2, Level 1, shall be occupied and used only as a residence for a single family and for no other purpose. Each unit can be transferred, sold, conveyed, leased, mortgaged or otherwise made

over to any person or corporation, but only subject to all of the provision of the Condominium Act, R.S.O., 1970; Chapter 77, replaced by the Condominium Act 1978, and the regulations thereof, this Declaration and the By-laws of the Corporation; provided, however, that nothing herein contained shall 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 on the property until all units have been sold by the Declarant.

b) Unit 1, Level 1, and Unit 2, Level 1, shall be held in single ownership and may be used for commercial purposes.

c) No unit shall be occupied by anyone whose occupancy shall give rise to the cancellation or the threatened cancellation of any policy of insurance referred to in Article XVII of the Declaration or by any person whose occupancy shall give rise to an undue increase in any premium payable in respect of any such policy of insurance.

d) No buildings, fence, screen, hedge or erection of any kind shall be erected or planted within the boundaries of a unit, or within an exclusive use portion of the common elements, unless the plans, dimensions, specifications, material and location thereof is indicated by a sitting plan (including the distances from the front, side, and rear limits of the boundaries of the units) which shall have been first submitted to and approved in writing by the Corporation and no building, fence, hedge, or other erection shall be constructed, planted or placed within the said unit otherwise than in conformity with such plans, specifications and sitting plan.

e) The Corporation may from time to time designate such part or parts of the common elements, except those parts occupied exclusively by owners, for use by the owners or such owner or owners or the guest of such owner or owners as the Corporation may from time to time determine for the purpose of parking motor vehicles. The Corporation may lease any or all of the said part or parts of the common elements for such period and upon such lease such covenants as it may deem advisable. All revenues, if any, received by the Corporation from the said leases shall be applied in accordance with the By-laws of the Corporation.

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, complying with the Condominium Act, the Declaration and the By-laws, and all rules and regulations of the Condominium Corporation, during

the term of my tenancy."

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.

ARTICLE X

1. RIGHTS OF ENTRY

The Corporation or any insurer of the property or any part thereof, their respective agents or any other person duly authorized by the Corporation shall be entitled to enter into any unit or any part of a common element of which any owner has the exclusive use at all reasonable times and upon giving reasonable notice for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policies, or any conditions which might result in damage to the property or carrying out any duty imposed upon the Corporation. In case of an emergency, an agent of the Corporation may enter the unit at any time and without notice for the purpose of repairing the unit, common elements or part of the common elements of which any owner has exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property. The Corporation or anyone authorized by it may determine whether an emergency exists. If any 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 damage by reason thereof provided that they exercise reasonable care and diligence in doing so. 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.

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

ARTICLE XI

THE BOARD OF DIRECTORS

1. The affairs of the Corporation shall be managed by a Board of Directors

consisting of five (5) persons,

2. As soon as possible after the registration of this Declaration, the Declarant while being the sole owner of all units, shall, without notice, elect five (5) representatives who shall form the Board of Directors of the Corporation. The said Board shall have all of the powers of the Board of Directors as defined herein and in the By-laws.

3. The said Board of Directors shall, without notice, meet from time to time for the purpose of passing By-laws or Resolutions of the Corporation, and for the purpose of executing any agreements or Contracts on behalf of the Corporation, and generally, for the purpose of conducting all matters of business on behalf of the Corporation during the initial organization period.

4. As soon as practicable after the registration of this Declaration, and after the election of the Board of Directors as provided in paragraph (1) herein, the Chairman of the said Board of Directors shall call a general meeting of the unit owners for the purpose of electing a Board of Directors by the said unit owners, at which time the records and business affairs of the Corporation shall be handed over to the new Board so elected.

5. All of the members of the Board of Directors shall be members of the Committee, when formed, as provided for in the By-laws of the Corporation.

ARTICLE XII

BY-LAWS OF THE CORPORATION

1. The Corporation may, by a vote of members who own Fifty-one (51) per cent of the units, make By-laws for the benefit of the Corporation; and without limiting the generality of the foregoing:

- a) governing the management of the property,
- b) governing the use of units or any of them for the purpose of preventing unreasonable 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 the duties of the Corporation,
- h) regulating the assessment and collection of contributions towards the common expenses,
- i) respecting the conduct generally of the affairs of the Corporation.

2. All such by-laws shall be reasonable and consistent with the Act and the Declaration.

ARTICLE XIII

DUTIES OF THE CORPORATION

In addition to the duties imposed upon it under the provisions of the Act or under the provisions of the Declaration or performed by it pursuant to any of its by-laws, the Corporation's duties shall include the following:

- a) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the Corporation or the property or any part thereof,
- b) subject to Article VII, Paragraph 1 (j) to borrow such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve or insure the due and continued operation of the property in accordance with the terms hereof and to secure any such loan by a mortgage, pledge, charge or assignment of any of the real or personal property owned by the Corporation and, if deemed necessary to add the cost of paying the interest and principal of any such loan to the common expenses.
- c) subject as herein provided, to retain and hold any securities or other property, either real or personal which shall be received at any time hereunder whether or not such property be of a character authorized by any law present or future for the investment of trust funds,
- d) subject as herein provided to sell, convey, exchange, give any options or other rights to buy, assign or otherwise dispose of any and all real and personal property at any time held hereunder by the corporation either at a public or private sale, for cash or upon credit, secured or unsecured and at such time or times and in such manner and for such prices the Corporation in its absolute discretion deems advisable and to make execute and deliver good and sufficient deeds of conveyance thereof and therefore,
- e) to lease such part or parts of the common elements as is hereinbefore provided for in paragraph 1 of the Article IX hereof,
- f) to employ and pay the compensation of such counsel, engineers, accountants, experts, appraisers, advisors, or other persons as it may deem advisable,
- g) to enter into such management agreement or agreements with any persons, 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 FIVE (5) YEARS including any and all rights of renewal thereof.

ARTICLE XIV

MAJORITY REQUIRED TO MAKE SUBSTANTIAL CHANGES

No substantial changes in the common elements and in the assets of the Corporation may be made without the prior approval of members who own EIGHTY (80%) PER CENT of the units, which approval shall be secured by a vote at a meeting of members called pursuant to the By-laws.

ARTICLE XV

ALLOCATION OF OBLIGATIONS TO REPAIR AND MAINTAIN UNITS AND COMMON ELEMENTS

a) OBLIGATIONS OF OWNERS

Each unit owner shall be responsible for payment of realty taxes assessed on his unit.

b) REPAIRS BY THE OWNERS

Subject to the provisions of Section 41 of the Act, all maintenance of and repairs to any unit shall be made by the owner of such unit at his own expense. Each unit owner shall maintain and keep clean his own unit, as well as all door panes, window panes, exterior windows, interior surfaces of doors leading to the common elements and interior surface of window frames therein, any patio or balcony allocated for his exclusive use and being a limited common element. For the purposes of this paragraph, the replacement of broken windows shall be deemed to be maintenance of the unit and shall be the responsibility of the unit owner. Each owner shall be responsible for all damage to any and all other units and to the common elements occasioned by his failure to maintain and repair his unit, save and except such damage to the common elements for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation. The Corporation shall make any repairs than an owner is obliged to make and which are not made within a reasonable period of time. Should such repairs by the Corporation be made necessary as a result of the failure of an owner to make such repairs such owner shall be obliged to reimburse the Corporation forthwith for the complete cost of effecting such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of TWELVE per cent (12%) per annum.

REPAIRS BY THE CORPORATION

a) The Corporation shall maintain and repair the common elements and the

following:

- i) all parts of the Building (except the interior surface) which contribute to the support of the units or common elements and without limiting the generality of the foregoing including all outside and boundary walls, floor and ceiling slabs, load bearing columns, beams and load bearing walls,
 - ii) all outside surfaces of the Building and without limiting the generality of the foregoing including all outside painted surfaces, exterior doors and roofs, and eavestroughs that are constructed or installed at the date of the registration of the Declaration,
 - iii) all conduits, ducts, plumbing, sewers, wiring (including television antennae) and other facilities for the furnishing of any common service through any installation through any unit,
 - iv) all parts of the Property which are not covered by a roof at grade, including without limiting the generality of the foregoing all lawns and landscaped areas, all hedges, fences, sidewalks and walkways provided that, however, the Corporation shall not be responsible for the care and maintenance of any balcony except painting, enclosed patio, inner surface of any windows or inner surface of doors leading out of any unit all of which shall be maintained and repaired by each individual owner having exclusive use thereof.
- b) Whenever the Corporation is under a duty to repair any unit pursuant to the provisions of Section 41 of the Act, such duty extends to all improvements to the unit 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 XVI

ADDITION, ALTERATIONS OR IMPROVEMENTS TO UNITS BY OWNER

No owner shall make any structural change in or to his unit or any change to an installation upon the common elements or maintain, decorate or repair any part of the common elements (nor any balcony, enclosed patios, inner surface of any window or inner 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 of any such approval of the Board.

ARTICLE XVII

INSURANCE

1. The Corporation shall obtain and maintain to the extent obtainable the following insurance in one or more policies:
 - a) public liability and property damage insurance insuring the liability of the Corporation with limits to be determined by the Board, but in no event shall such insurance be less than ONE MILLION DOLLARS (\$1,000,000.00),
 - b) insurance against damage by fire, extended perils and such other perils as the Board may from time to time deem advisable insuring:
 - i) the buildings, structures and property, but excluding improvements, alterations and betterments made to a Unit at the expense of any individual Unit owner,
 - ii) personal property owned by the Corporation, but not including furnishings, furniture or other personal properties supplied or installed by or in the possession of the Unit 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 in such amount as may be determined by the Board,
 - c) Boiler Insurance.
2. The policy or policies of insurance referred to in sub-paragraph 1(b) of this Article shall provide that subject to paragraph 4 of this Article, loss shall be payable to the Insurance Trustee as hereinafter defined. The Corporation shall have the exclusive right to adjust any loss with the insurer, and the owner of a damaged suite shall be bound by such adjustments, provided, however, that the Board may, in writing, authorize an owner to adjust any loss to his unit with the insurer.
3. In the event that:
 - a) the Corporation is obliged to repair any unit in accordance with the provisions of Section 27 of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and disburse the same in accordance with the provisions of the Insurance Trust Agreement in satisfaction of the Corporation's obligation to make such repairs,
 - b) there is no obligation by the Corporation to repair any unit in accordance with the provisions of Section 27 of the Act, and there is termination in accordance with the provisions of Section 43 of the Act or otherwise, the Insurance Trustee shall hold all proceeds for the

- owners in the proportion of their respective common interests and shall pay all 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 42 of the Act, determines that there has not been substantial damage to TWENTY-FIVE PER CENT (25%) of the buildings, such proceeds shall be held by the Insurance Trustee and disbursed for the benefit of the Corporation and of such owners whose units have been damaged as their respective interests may appear in accordance with the provisions of the Insurance Trust Agreement.
- Notwithstanding anything to the contrary herein contained, any proceeds payable by the Insurance Trustee to an owner in accordance with the provisions of sub-paragraph 3 (b) of this Article shall be paid to any mortgagees, whose mortgages are registered against title to such owner's unit to the extent required under the terms of any such mortgages as well as to the extent of the amount due under any such mortgages and to the Corporation in satisfaction of the amount due under any liens registered by the Corporation against such unit.
4. Notwithstanding anything contained in paragraph 1 of this Article the policy or policies of insurance referred to in sub-paragraph 1 (b) and 1 (c) of this Article shall provide that where the amount receivable from the insurer for any loss arising out of any one occurrence does not exceed an amount equal to one-tenth of one percent of the total amount of insurance in such policy, loss shall be payable to the Corporation and not to the Insurance Trustee.
 5. Where the Corporation receives any proceeds of insurance pursuant to paragraph 4 of this Article, the proportion of such proceeds attributable to damage to any unit or units shall be held in trust for the owner or owners of such unit or units and in the discretion of the Board may be applied by the Corporation to the repair of such unit or units or paid to such owner or owners.
 6. All policies of insurance as provided pursuant to sub-paragraph 1 (b) and 1 (c) of this Article shall insure the interests of the Corporation and the owners from time to time as their respective interests may appear and shall contain waivers of subrogation against the Corporation and the owners, except for arson and fraud, and shall provide that such policies may not be cancelled or substantially modified without at least SIXTY DAYS (60) prior written notice to all parties whose interests appear thereon and to the Insurance Trustee.
 7. No insured other than the Corporation shall be entitled to amend any policy of insurance obtained and maintained by the Corporation or to direct that loss shall

be payable in any manner other than as provided in this Article.

8. Where any insurance proceeds have been paid to the owner for the purpose of effecting repairs to such owner's unit such owner shall effect such repairs within TWO MONTHS (2) of such payment or within such further period of time as the Board may permit, and shall furnish the Corporation with evidence that such repairs have been completed.

9. Prior to obtaining any policy of insurance under sub-paragraph 1 (b) or 1 (c) of this Article, or renewal thereof, or at such other time as the Board may deem advisable, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the property for the purpose of determining the amount of insurance to be effected pursuant to this Article and the cost of such appraiser shall be a common expense.

- a) The insurance shall not be prejudiced by any act of, or neglect of, or breach of a statutory condition by any occupants or owners of the buildings or any part thereof.
- b) A duplicate original or properly certified copy of the policy of insurance and all endorsements are required to be provided to the first mortgagee, and certified copies or certificates of insurance shall be provided to the owners.
- c) A renewal certificate or a certified copy of a replacing policy shall be delivered to the first mortgagee not later than 10 days before the date of expiration of the then current policy.
- d) At no time and in no event is the coverage under any such policy of insurance to be brought into the contribution or affected by any insurance coverage contract purchased by the unit owner.

10. When the Board has determined that there has been substantial damage to 25% of the buildings, notice of such determination shall be given 10 days thereof to all owners and mortgagees, with such notice to the mortgagees to be sent by registered mail.

11. The policy or policies of insurance mentioned herein shall contain a waiver of the insurers option to repair, rebuild or replace in the event that, after damage to the premises, the owners vote to register a Notice of Termination pursuant to the Act.

ARTICLE XVIII

INSURANCE TRUSTEE

1. The Board on behalf of the Corporation shall enter into an agreement (herein called the "Insurance Trust Agreement") with an Insurance Trustee which shall be a

Trust Company duly registered and qualified under the provisions of the Loan and Trust Corporation Act (Ontario) and having a capital, surplus and undivided profits of at least TEN MILLION DOLLARS (\$10,000,000.00) or 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 under sub-paragraph 1(b) and 1(c) of Article XVII where such proceeds exceed and amount equal to one-tenth of one percent of the total stated amount of insurance in such policy,
- b) the holding of such proceeds in trust for those entitled thereto in accordance with this Article,
- c) the disbursements of such proceeds in accordance with the provisions of the Insurance Trust Agreement.

In the event that the Board is unable to enter into such agreement with such trust company or such chartered bank by reason of the refusal of such trust company or chartered bank to act, the Board may enter into such agreement with such other corporation duly authorized to act as a trustee in the Province of Ontario as in its discretion the Board may deem advisable.

2. The corporation shall pay the fees and disbursements of any Insurance Trustee and all such fees and disbursements shall constitute a common expense.

ARTICLE XIX

INDEMNIFICATION

Each owner shall indemnify the Corporation against any loss, cost, damages or injury to the Common Elements caused by or resulting from any act or omission of such owner or the residents of his Unit, or by any guest of such owner or resident, except to the extent that such loss, cost, damages or injury is covered by insurance purchased by the Corporation.

ARTICLE XX

COMPLIANCE WITH PROVISIONS OF DECLARATION, BY-LAWS AND RULES AND REGULATIONS

All present and future owners, tenants and residents of units shall be subject to and shall comply with the provisions of the Declaration, the By-laws and Rules and Regulations. Acceptance of a deed or transfer or the entering into a lease or the entering into occupancy of any unit shall constitute an agreement with the provisions of the Declaration, the By-laws and the 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 be taken to be covenants running with the land 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

deed and transfer or lease.

Any owner desiring to lease his unit shall furnish to the Corporation an undertaking duly executed by the lessee that the lessee and any other resident of the unit will comply with the provisions of the Declaration, the By-laws and the Rules and Regulations. The provision of such undertaking shall not relieve the owner of any unit from his obligations relative to the ownership of such unit.

ARTICLE XXI

SEVERABILITY

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

ARTICLE XXII

NON-WAIVER

Any excusing, condoning, or overlooking by the Corporation or by any default, breach or non-observance by the Corporation or by any owner or owners at any time of any covenant, proviso, condition or regulation in the Declaration, the Description, the By-laws, the Act and the Rules and Regulations, any release of regulations or any instrument by or upon the Corporation or owner shall not operate as a waiver of the rights of the Corporation or any owner or owners, as the case may be, in respect of any subsequent default, breach or non-observance of the terms of such instrument or instruments and shall not defeat or affect in any way the rights of the Corporation or any owner or owners as the case may be, in respect of any subsequent default or breach.

ARTICLE XXIII

CONSTRUCTION OF DECLARATION

The Declaration shall be read with all necessary changes of number and gender required by its context.

ARTICLE XXIV

HEADINGS

The descriptive headings appearing at each Article of the Declaration form no part of the Declaration but are inserted only for convenience of reference.

DATED at Ottawa this 10th day of October, 1972.

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

VANIER INVESTMENTS LIMITED

(Per) (signed) T.C. Assaly, President

SCHEDULE "A"

DESCRIPTION OF LANDS

ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the City of Vanier, in the Regional Municipality of Ottawa-Carleton and Province of Ontario, and being composed of Part of Lot 1 on Plan 90, registered in the Registry Office for the Registry Division of Carleton, now designated as Parts 1, 3 and 4 on a Plan of Survey of record in the Office of Land Titles for the Land Titles Division of Ottawa-Carleton as Plan 4R-396.

SCHEDULE "B"

CONSENT

GIVEN PURSUANT TO THE CONDOMINIUM ACT

THE ROYAL BANK OF CANADA, being party to a Charge registered as Instrument No. 82743 in the Office of Land Titles at Ottawa, against the title to part of Lot 1 on registered Plan 90, which land is now shown as Parts 1, 2, 3 and 4 on a Plan of survey of record in the Office of Land Titles for the Land Titles Division of Ottawa-Carleton as No. 4R-396.

HEREBY CONSENTS, without prejudice, to the retention by it of all its rights as set out in the said Charge, to the application of VANIER INVESTMENTS LIMITED to register a Declaration and Description under the provisions of the Condominium Act, R.S.O. 1970, by which the said Parts 1, 3 and 4 on the said plan 4R-396 will become a Condominium.

DATED at Montreal, Quebec, this 13th day of October 1972.

THE ROYAL BANK OF CANADA,

Per (signature unreadable)
Assistant General Manager

Per (signature unreadable)
Assistant Secretary

SCHEDULE "C"

CONSENT

GIVEN PURSUANT TO THE CONDOMINIUM ACT

THE CORPORATION OF THE CITY OF VANIER, being party to an Agreement registered as Instrument No. 121074 as amended by Instrument No. 130869, in the Registry Office for the Registry Division of Carleton, against the title to Lot 1 on Registered Plan 90, HEREBY CONSENTS, without prejudice to the retention by it of all its rights as set out in the said Agreement, to the application of VANIER INVESTMENTS LIMITED to register a Declaration and Description under the provisions of the Condominium Act, R.S.O. 1970, by which those parts of the said lands which are now designated as Parts 1, 3 and 4 on a plan of survey of record in the Office of Land Titles for the Land Titles Division of Ottawa-Carleton as No. 4R-396, will become a Condominium.

DATED at Vanier, Ontario, this 2nd day of November 1972.

THE CORPORATION OF THE CITY OF VANIER

(Per) N. Crete

(Per) (signature not readable)

SCHEDULE "D"

REFERRED TO IN ARTICLE IV AND ARTICLE V OF THE DECLARATION OF VANIER INVESTMENTS LTD.

LEVEL	UNIT NO.	Percentage of Common Interest, appurtenant to each Unit, and Percentage in which Owner of Unit is to contribute to Common Expense
1	1 & 2 (single ownership)	.5040
2	1011	.6344
2	2	.5493
2	3	.5238
2	4	.5459
2	5	.6187
2	6	.5795
2	7	.6251
2	8	.6262
2	9	.6066
3	201	.6344
3	2	.5493
3	3	.5238
3	4	.5459
3	5	.6187
3	6	.5795
3	7	.6251
3	8	.6262
3	9	.6066
4	301	.6344
4	2	.5493
4	3	.5238
4	4	.5459
4	5	.6187
4	6	.5795
4	7	.6251
4	8	.6262
4	9	.6066

SCHEDULE "D"

LEVEL	UNIT NO.	Percentage to Common Expense
5	40 1	.6344
5	2	.5493
5	3	.5238
5	4	.5459
5	5	.6187
5	6	.5795
5	7	.6251
5	8	.6262
5	9	.6066
6	50 1	.6344
6	2	.5493
6	3	.5238
6	4	.5459
6	5	.6187
6	6	.5795
6	7	.6251
6	8	.6262
6	9	.6066
7	60 1	.6344
7	2	.5493
7	3	.5238
7	4	.5459
7	5	.6187
7	6	.5795
7	7	.6251
7	8	.6262
7	9	.6066

SCHEDULE "D"

LEVEL	UNIT NO.	Percentage to Common Expense
8	70 1	.6344
8	2	.5493
8	3	.5238
8	4	.5459
8	5	.6187
8	6	.5795
8	7	.6251
8	8	.6262
8	9	.6066
9	80 1	.6344
9	2	.5493
9	3	.5238
9	4	.5459
9	5	.6187
9	6	.5795
9	7	.6251
9	8	.6262
9	9	.6066
10	90 1	.6344
10	2	.5493
10	3	.5238
10	4	.5459
10	5	.6187
10	6	.5795
10	7	.6251
10	8	.6262
10	9	.6066

SCHEDULE "D"

- 21 -

LEVEL	UNIT NO.	Percentage to Common Expense
11	100 1	.6344
11	2	.5493
11	3	.5238
11	4	.5459
11	5	.6187
11	6	.5795
11	7	.6251
11	8	.6262
11	9	.6066
12	110 1	.6344
12	2	.5493
12	3	.5238
12	4	.5459
12	5	.6187
12	6	.5795
12	7	.6251
12	8	.6262
12	9	.6066
13	120 1	.6344
13	2	.5493
13	3	.5238
13	4	.5459
13	5	.6187
13	6	.5795
13	7	.6251
13	8	.6262
13	9	.6066

SCHEDULE "D"

- 22 -

LEVEL	UNIT NO.	Percentage to Common Expense
14	740 1	.6344
14	140 2	.5493
14	3	.5238
14	4	.5459
14	5	.6187
14	6	.5795
14	7	.6251
14	8	.6262
14	9	.6066
15	150 1	.6344
15	2	.5493
15	3	.5238
15	4	.5459
15	5	.6187
15	6	.5795
15	7	.6251
15	8	.6262
15	9	.6066
16	160 1	.6344
16	2	.5493
16	3	.5238
16	4	.5459
16	5	.6187
16	6	.5795
16	7	.6251
16	8	.6262
16	9	.6066

SCHEDULE "D"

LEVEL	UNIT NO.	Percentage to Common Expense
17	170 1	.6344
17	2	.5493
17	3	.5238
17	4	.5459
17	5	.6187
17	6	.5795
17	7	.6251
17	8	.6262
17	9	.6066
18	180 1	.6344
18	2	.5493
18	3	.5238
18	4	.5459
18	5	.6187
18	6	.5795
18	7	.6251
18	8	.6262
18	9	.6066
19	190 1	.6344
19	2	.5493
19	3	.5238
19	4	.5459
19	5	.6187
19	6	.5795
19	7	.6251
19	8	.6262
19	9	.6066
20	1	.7409
20	2	.6736
20	3	.5452
20	4	.7260
20	5	.6658
20	6	.5735

SCHEDULE "E"

CONSENT

GIVEN PURSUANT TO THE CONDOMINIUM ACT

THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON, being party to an Agreement registered as Instrument No. 82401 registered in the Office of Land Titles at Ottawa on December 1, 1971, affecting the title to those lands designated as parts 1, 2, 4 and 6 on a Plan of Survey of record in the Office of Land Titles for the Land Titles Division of Ottawa-Carleton as Plan 4R-292, HEREBY CONSENTS, without prejudice to the retention by it of all its rights as set out in the said Agreement, to the application of VANIER INVESTMENTS LIMITED to register a Declaration and Description under the provisions of the Condominium Act, R.S.O. 1970, by which those parts of the said lands which are now designated as parts 1, 3 and 4 on a Plan of survey of record in the Office of Land Titles for the Land Titles Division of Ottawa-Carleton as No. 4R-396, will become a Condominium.

DATED at Ottawa, this 3rd day of October 1972.

REGIONAL MUNICIPALITY OF OTTAWA-CARLETON

Per (signature not readable)
Chairman

Per W. H. Brunette
Clerk

(31) 92254

DATED OCTOBER 10, 1972.

No. 92254
Received at the Office of
Land Titles at OTTAWA
at 12:45 o'clock P.M. of
the 17th day of May
A.D. 1972 and ownership
thereunder entered in
the Volume ~~Parent~~
CARLETON CONDOMINIUM

CARLETON CONDOMINIUM CORPORATION NO. 15

CHATEAU VANIER

CENTRE TOWER

PLAN NO. 15
Constitution Index
Common Elements + General Index
Property Parcel Register

[Signature]

LAND REGISTRY #4

EXECUT.	
REC'D.	<i>W</i>
CHECK.	
ASSESS.	
	T.A.

DEPUTY L.R.

DECLARATION

PROPERTY OF THE
REGISTRY OFFICE

Howe and Langdon,
Barristers, etc.,
130 Albert Street,
Ottawa, Ontario.

Printed Figures Show
no. Paid at Charge
E17R 364 00000.00

Printed Figures Show
no. Paid at Charge

E17R 364 00050.50

Printed Figures Show
no. Paid at Charge

E17R 364 00000.00

54.50
40.00

92254

THE CONDOMINIUM ACT, R.S.O., 1970

DECLARATION

THIS DECLARATION made this 10th day of October, 1972, by
VANIER INVESTMENTS LIMITED, a Company incorporated under the laws of the
Province of Ontario, having its head office in the City of Ottawa, in the
Regional Municipality of Ottawa-Carleton, hereinafter called the "Declarant".

WHEREAS the Declarant is the owner in fee simple of the lands
and premises in the City of Vanier, in the Regional Municipality of Ottawa-
Carleton, more particularly described in Schedule "A" hereto and in the
Description filed herewith.

AND WHEREAS the Declarant intends that the said lands be
governed by The Condominium Act, R.S.O., 1970, Chapter 77, hereinafter
called the "Act".

NOW THEREFORE the Declarant hereby makes the following
declaration:

ARTICLE I

DEFINITION

1. The following terms when used herein have the meanings set
out below:

- a) COMMON ELEMENTS - means all the property except
the units.
- b) COMMON INTERESTS - means the interest in the common
elements appurtenant to a unit.
- c) CORPORATION - means the corporation created under
the Act by the registration of this Declaration and
the Description.
- d) DECLARATION - means this Declaration.
- e) DESCRIPTION - means the Description filed herewith
pursuant to the provisions of the Act.
- f) INSURANCE TRUSTEE - means the meaning attributed
thereto in Article XVIII hereof.
- g) OWNER - means the owner of the freehold estate in
a unit and common interests but does not include
a mortgagee unless such mortgagee is in possession.

h) **PROPERTY** - means the land and interests appurtenant to the land described in the description and includes any land and interests appurtenant thereto that are added to the common elements.

i) **UNIT** - means a part or parts of the land included in the description and designated as the unit by the description and comprises the space enclosed by its boundaries as follows:

- i) Horizontally from the unit side of the dry wall or plaster covering the concrete, masonry or block exterior walls of the building of which the unit is a part to the unit side of the dry wall or plaster covering of the concrete, masonry, block or other walls and partitions separating such unit from other units, corridors, stairs, elevators, incinerators and other mechanical equipment spaces, and the extension of the planes of such surfaces across the openings for doors and windows leading out of such unit.
- ii) Vertically from the upper surface of the concrete floor to the under surface of the dry wall or plaster ceiling in each unit.

Notwithstanding the foregoing, a unit shall not include the concrete, masonry, or block portions of walls, floors, or stairways within such unit, nor the doors leading out of the unit, nor the windows of the unit, nor shall it include such pipes, wires, cable, conduits, ducts, flues, shafts or public utility lines used for power, gas, water heating or drainage which are within any walls, floors or ceilings, nor any heating equipment including furnaces, ducts and controls, but

the unit shall include the fixtures, outlets and other facilities which are within the boundaries of the units and which service the unit only.

- k). MONUMENTS - the monuments controlling the extent and location of the units are the physical surfaces described in sub-paragraphs 1 (i) and 1 (ii) above.

ARTICLE II

STATEMENT OF INTENTION

1. The Declarant declares its intention that the property be governed by the Act.

ARTICLE III

CONTENT OF ENCUMBRANCES

1. The contents of all persons having registered encumbrances against the land or any part thereof, or interests appurtenant to the land, are contained in Schedule "B", Schedule "C" and Schedule "D" attached hereto.

ARTICLE IV

STATEMENT OF COMMON INTERESTS

1. Each owner shall own an undivided interest in the common elements in the percentages set forth opposite each unit number in Schedule "D" attached hereto, as tenant-in-common with all other owners.

ARTICLE V

STATEMENT OF PERCENTAGE CONTRIBUTIONS
TO COMMON EXPENSES

1. Each owner shall contribute to the common expenses in the percentages shown opposite each unit number as set forth in Schedule "D" attached hereto.

ARTICLE VI

ADDRESS FOR SERVICE

1. The Corporation's address for service shall be:

Chateau Vanier,
Centre Tower,
1502 McArthur Avenue,
Vanier, Ontario.

ARTICLE VIISPECIFICATION OF COMMON EXPENSES

1. For purposes of the Declaration and without limiting the definition ascribed thereto by the Act, common expenses shall be the expense of the performance of the objects and duties of the Corporation and without limiting the generality of the foregoing shall include the following:

- a) the payment of all realty taxes (including local improvement charges) levied against the entire property until such time as taxes are levied against each unit,
- b)(i) the payment of all sums of money levied or charged on account of water supplied to the Corporation and to all unit owners,
- (ii) the payment of all sums of money levied or charged on account of electricity and heating supplied to the Corporation and to all unit owners,
- c) remuneration payable by the Corporation to any employee deemed necessary for the proper operation and maintenance of the property,
- d) payment of any remuneration payable pursuant to any management contract which may be entered into between the Corporation and a manager,
- e) the cost of furnishings and equipment for use in and about the common elements, including the cost of repair, maintenance or replacement thereof,
- f) the cost of legal, accounting and auditing services retained by the Corporation,
- g) the cost of appraisals made pursuant to Article XVII, paragr. . . of the Declaration,
- h) the fees and disbursements of the Insurance Trustee,

- i) the cost of maintaining fidelity bonds as required under the provisions of the By-laws,
- j) the cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation and the repayments, including principal and interest, of debts duly incurred by the Corporation in the performance of its objects and duties, when each such borrowing has been first authorized by a vote of the owners at a meeting called for the purpose,
- k) the cost of operating and maintaining the property, as well as a share of the cost of operating and maintaining the Joint Common Elements which shall be conveyed to the Corporation pursuant to the terms of a Joint Common Elements Agreement, which Agreement is dated the 15th day of October, 1971, and notice of which Agreement is registered on title.

ARTICLE VIII

EXCLUSIVE USE OF PARTS OF
THE COMMON ELEMENTS.

1. Subject to the provisions of the Declaration, the By-laws of the Corporation and the Rules and Regulations passed pursuant thereto, the owner of each unit shall have the exclusive use of a parking space as is designated by the Corporation from time to time. Each unit which does not within it have storage space, shall have exclusive use of a storage space as is designated by the Corporation from time to time.
2. Subject to the provisions of the Declaration, the By-laws of the Corporation and the Rules and Regulations passed pursuant thereto, the owner of each unit whose unit has direct access to a balcony, sun deck or patio shall have the exclusive use thereof.
3. No one shall without the prior written consent of the Corporation have access to those parts of the common elements used from time to time as a dwelling for any building superintendent or superintendents, utilities areas, building maintenance storage areas, managers' offices,

heating equipment areas, elevator mechanical areas or any other part of the common elements used for the care or maintenance of the property or for the care, maintenance or operation of any equipment therein.

ARTICLE IX

UNITS

(1) USE AND OCCUPANCY OF UNITS

a) Each unit, other than Unit 1, Level 1 and Unit 2, Level 1, shall be occupied and used only as a residence for a single family and for no other purpose. Each unit can be transferred, sold, conveyed, leased, mortgaged or otherwise made over to any person or corporation, but only subject to all of the provisions of the Condominium Act, R.S.O., 1970, Chapter 77, and the Regulations thereof, this Declaration and the By-laws of the Corporation; provided, however, that nothing herein contained shall 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 on the property until all units have been sold by the Declarant.

b) Unit 1, Level 1, and Unit 2, Level 1, shall be held in single ownership and may be used for commercial purposes.

c) No unit shall be occupied by anyone whose occupancy shall give rise to the cancellation or the threatened cancellation of any policy of insurance referred to in Article XVII of the Declaration or by any person whose occupancy shall give rise to an undue increase in any premium payable in respect of any such policy of insurance.

d) No buildings, fence, screen, hedge or erection of any kind shall be erected or planted within the boundaries of a unit, or within an exclusive use portion of the common elements, unless the plans, dimensions, specifications, material and location thereof is indicated by a siting plan (including the distances from the front, side, and rear limits of the boundaries of the units) which shall have been first submitted to and approved in writing by the Corporation and no building, fence, hedge, or other erection shall be constructed, planted or placed within the said unit otherwise than in conformity with such plans, specifications and siting plan.

e) The Corporation may from time to time designate such part or parts of the common elements, except those parts occupied exclusively by owners, for use by the owners or such owner or owners or the guest of such owner or owners as the Corporation may from time to time determine for the purpose of parking motor vehicles. The Corporation may lease any or all of the said part or parts of the common elements for such period and upon such terms and conditions as the Corporation may determine and may insert in any

such lease such covenants as it may deem advisable. All revenues, if any, received by the Corporation from the said leases shall be applied in accordance with the By-laws of the Corporation.

(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, complying with the Condominium Act, the Declaration and the By-laws, and all rules and regulations of the Condominium Corporation, during the term of my tenancy."

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.

ARTICLE X

1. RIGHTS OF ENTRY

The Corporation or any insurer of the property or any part thereof, their respective agents or any other person duly authorized by the Corporation shall be entitled to enter into any unit or any part of a common element of which any owner has the exclusive use at all reasonable times and upon giving reasonable notice for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policies, or any conditions which might result in damage to the property or carrying out any duty imposed upon the Corporation. In case of an emergency, an agent of the Corporation may enter the unit at any time and without notice for the purpose of repairing the unit, common elements or part of the common elements of which any owner has exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property. The Corporation or anyone authorized by it may determine whether an emergency exists. If any 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 damage

by reason thereof provided that they exercise reasonable care and diligence in doing so. 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.

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

ARTICLE XI

THE BOARD OF DIRECTORS

1. The affairs of the Corporation shall be managed by a Board of Directors consisting of five (5) persons.
2. As soon as possible after the registration of this Declaration, the Declarant while being the sole owner of all units, shall, without notice, elect five (5) representatives who shall form the Board of Directors of the Corporation. The said Board shall have all of the powers of the Board of Directors as defined herein and in the By-laws.
3. The said Board of Directors shall, without notice, meet from time to time for the purpose of passing By-laws or Resolutions of the Corporation, and for the purpose of executing any Agreements or Contracts on behalf of the Corporation, and generally, for the purpose of conducting all matters of business on behalf of the Corporation during the initial organization period.
4. As soon as practicable after the registration of this Declaration, and after the election of the Board of Directors as provided in paragraph (2) herein, the Chairman of the said Board of Directors shall call a general meeting of the unit owners for the purpose of electing a Board of Directors by the said unit owners, at which time the records and business affairs of the Corporation shall be handed over to the new Board so elected.
5. All of the members of the Board of Directors shall be members of the Committee, when formed, as provided for in the By-laws of the Corporation.

ARTICLE XII

BY-LAWS OF THE CORPORATION

1. The Corporation may, by a vote of members who own sixty-six and two-thirds (66 2/3) per cent of the common elements, make By-laws for the benefit of the Corporation, and without limiting the generality of the foregoing:
 - a) governing the management of the property,
 - b) governing the use of units or any of themfor 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 the duties of the Corporation,
- h) regulating the assessment and collection of contributions towards the common expenses,
- i) respecting the conduct generally of the affairs of the Corporation.

2. All such by-laws shall be reasonable and consistent with the Act and the Declaration.

ARTICLE XIII

DUTIES OF THE CORPORATION

1. In addition to the duties imposed upon it under the provisions of the Act or under the provisions of the Declaration or performed by it pursuant to any of its by-laws, the Corporation's duties shall include the following:

- a) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the Corporation or the property or any part thereof,
- b) Subject to Article VII, Paragraph 1(j) to borrow such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve or insure the due and continued operation of the property in accordance with the terms hereof and to secure any such loan by a mortgage, pledge, charge or assignment of any of the real or personal property owned by the Corporation and, if deemed necessary to add the cost of paying the interest and principal of any such loan to the common expenses.

- c) subject as herein provided, to retain and hold any securities or other property, either real or personal which shall be received at any time hereunder whether or not such property be of a character authorized by any law present or future for the investment of trust funds,
- d) subject as herein provided to sell, convey, exchange, give any options or other rights to buy, assign or otherwise dispose of any and all real and personal property at any time held hereunder by the corporation either at a public or private sale, for cash or upon credit, secured or unsecured and at such time or times and in such manner and for such prices the Corporation in its absolute discretion deems advisable and to make, execute and deliver good and sufficient deeds of conveyance thereof and therefore,
- e) to lease such part or parts of the common elements as is hereinbefore provided for in paragraph 1 of the Article IX hereof,
- f) to employ and pay the compensation of such counsel, engineers, accountants, experts, appraisers, advisors, or other persons as it may deem advisable,
- g) to enter into such management agreement or agreements with any persons, 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 FIVE (5) YEARS including any and all rights of renewal thereof.

ARTICLE XIV

MAJORITY REQUIRED TO MAKE
SUBSTANTIAL CHANGES

1. No substantial changes in the common elements and in the assets of the Corporation may be made without the prior approval of members who own EIGHTY (80%) PER CENT of the common elements, which approval shall be secured by a vote at a meeting of members called pursuant to the By-laws.

ARTICLE XV

ALLOCATION OF OBLIGATIONS TO REPAIR
AND MAINTAIN UNITS AND COMMON ELEMENTS

1. a) OBLIGATIONS OF OWNERS

Each unit owner shall be responsible for payment of realty taxes assessed on his unit.

b) REPAIRS BY THE OWNERS

Subject to the provisions of Section 17 of the Act, all maintenance of and repairs to any unit shall be made by the owner of such unit at his own expense. Each unit owner shall maintain and keep clean his own unit, as well as all door panes, window panes, exterior windows, interior surfaces of doors leading to the common elements and interior surface of window frames therein, any patio or balcony allocated for his exclusive use and being a limited common element. For the purposes of this paragraph, the replacement of broken windows shall be deemed to be maintenance of the unit and shall be the responsibility of the unit owner. Each owner shall be responsible for all damage to any and all other units and to the common elements occasioned by his failure to maintain and repair his unit, save and except such damage to the common elements for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation. The Corporation shall make any repairs that an owner is obliged to make and which are not made within a reasonable period of time. Should such repairs by the Corporation be made necessary as a result of the failure of an owner to make such repairs such owner shall be obliged to reimburse the Corporation forthwith for the complete cost of effecting such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of Twelve per cent (12%) per annum.

97454

REPAIRS BY THE CORPORATION

- a) The Corporation shall maintain and repair the common elements and the following:
- i) all parts of the Building (except the interior surface) which contribute to the support of the units or common elements and without limiting the generality of the foregoing including all outside and boundary walls, floor and ceiling slabs, load bearing columns, beams and load bearing walls,
 - ii) all outside surfaces of the Building and without limiting the generality of the foregoing including all outside painted surfaces, exterior doors and roofs, and eavestroughs that are constructed or installed at the date of the registration of the Declaration,
 - iii) all conduits, ducts, plumbing, sewers, wiring (including television antennae) and other facilities for the furnishing of any common service through any installation through any unit,
 - iv) all parts of the Property which are not covered by a roof at grade, including without limiting the generality of the foregoing all lawns and landscaped areas, all hedges, fences, sidewalks and walkways provided that, however, the Corporation shall not be responsible for the care and maintenance of any balcony except painting, enclosed patio, inner surface of any windows or inner surface of doors leading out of any unit all of which shall be maintained and repaired by each individual owner having exclusive use thereof.

b) Whenever the Corporation is under a duty to repair any unit pursuant to the provisions of Section 17 of the Act, such duty extends to all improvements to the unit 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 XVI

ADDITIONS, ALTERATIONS OR
IMPROVEMENTS TO UNITS BY OWNER

1. No owner shall make any structural change in or to his unit or any change to an installation upon the common elements or maintain, decorate or repair any part of the common elements (nor any balcony, enclosed patios, inner surface of any window or inner 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 of any such approval of the Board.

ARTICLE XVII

INSURANCE

1. The Corporation shall obtain and maintain to the extent obtainable the following insurance in one or more policies:

- a) public liability and property damage insurance insuring the liability of the Corporation with limits to be determined by the Board, but in no event shall such insurance be less than ONE MILLION DOLLARS (\$1,000,000.00),
- b) insurance against damage by fire, extended perils and such other perils as the Board may from time to time deem advisable insuring:
 - i) the buildings, structures and property, but excluding improvements, alterations and betterments made to a Unit at the expense of any individual Unit owner,
 - ii) personal property owned by the Corporation, but not including furnishings, furniture or other personal properties supplied or installed by or in the possession of the Unit 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 in such amount as may be determined by

92654

the Board,

c) Boiler Insurance.

2. The policy or policies of insurance referred to in sub-paragraph 1(b) of this Article shall provide that subject to paragraph 1 of this Article, loss shall be payable to the Insurance Trustee as hereinafter defined. The Corporation shall have the exclusive right to adjust any loss with the insurer, and the owner of a damaged unit shall be bound by such adjustments, provided, however, that the Board may, in writing, authorize an owner to adjust any loss to his unit with the insurer.

3. In the event that:

- a) the Corporation is obliged to repair any unit in accordance with the provisions of Section 17 (2) of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and disburse the same in accordance with the provisions of the Insurance Trust Agreement in satisfaction of the Corporation's obligation 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 common interests and shall pay all 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%) of the buildings, such proceeds shall be held by the Insurance Trustee and disbursed for the benefit of the Corporation and of such owners whose units have been damaged as their respective interests may appear in accordance with the provisions of the Insurance Trust Agreement.

Notwithstanding anything to the contrary herein contained, any proceeds payable by the Insurance Trustee to an owner in accordance with the provisions of sub-paragraph 3 (b) of this Article shall be paid to any mortgagees, whose mortgages are registered against title to such owner's unit to the extent required under the terms of any such mortgages as well as to the extent of the amount due under any such mortgages and to the Corporation in satisfaction of the amount due under any liens registered by the Corporation against such unit.

4. Notwithstanding anything contained in paragraph 1 of this Article the policy or policies of insurance referred to in sub-paragraph 1 (b) and 1 (c) of this Article shall provide that where the amount receivable from the insurer for any loss arising out of any one occurrence does not exceed an amount equal to one-tenth of one percent of the total amount of insurance in such policy, loss shall be payable to the Corporation and not to the Insurance Trustee.

5. Where the Corporation receives any proceeds of insurance pursuant to paragraph 4 of this Article, the proportion of such proceeds attributable to damage to any unit or units shall be held in trust for the owner or owners of such unit or units and in the discretion of the Board may be applied by the Corporation to the repair of such unit or units or paid to such owner or owners.

6. All policies of insurance as provided pursuant to sub-paragraph 1 (b) and 1 (c) of this Article shall insure the interests of the Corporation and the owners from time to time as their respective interests may appear and shall contain waivers of subrogation against the Corporation and the owners, except for arson and fraud, and shall provide that such policies may not be cancelled or substantially modified without at least SIXTY DAYS (60) prior written notice to all parties whose interests appear thereon and to the Insurance Trustee.

7. No insured other than the Corporation shall be entitled to amend any policy of insurance obtained and maintained by the Corporation or to direct that loss shall be payable in any manner other than as provided in this Article.

8. Where any insurance proceeds have been paid to the owner for the purpose of effecting repairs to such owner's unit such owner shall effect such repairs within TWO MONTHS (2) of such payment or within such further period of time as the Board may permit, and shall furnish the Corporation with evidence that such repairs have been completed.

92654

- 15 -

9. Prior to obtaining any policy of insurance under subparagraph 1 (b) or 1 (c) of this Article, or renewal thereof, or at such other time as the Board may deem advisable, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the property for the purpose of determining the amount of insurance to be effected pursuant to this Article and the cost of such appraiser shall be a common expense.

- a) The insurance shall not be prejudiced by any act or neglect of, or breach of a statutory condition by any occupants or owners of the buildings or any part thereof.
- b) A duplicate original or properly certified copy of the policy of insurance and all endorsements are required to be provided to the first mortgagee, and certified copies or certificates of insurance shall be provided to the owners.
- c) A renewal certificate or a certified copy of a replacing policy shall be delivered to the first mortgagee not later than 10 days before the date of expiration of the then current policy.
- d) At no time and in no event is the coverage under any such policy of insurance to be brought into the contribution or affected by any insurance coverage contract purchased by the unit owner.

10. When the Board has determined that there has been substantial damage to 25% of the buildings, notice of such determination shall be given within 10 days thereof to all owners and mortgagees, with such notice to the mortgagees to be sent by registered mail.

11. The policy or policies of insurance mentioned herein shall contain a waiver of the insurers option to repair, rebuild or replace in the event that, after damage to the premises, the owners vote to register a Notice of Termination pursuant to the Act.

ARTICLE XVIII

INSURANCE TRUSTEE

1. The Board on behalf of the Corporation shall enter into an agreement (herein called the "Insurance Trust Agreement") with an In-

Insurance Trustee which shall be a Trust Company duly registered and qualified under the provisions of The Loan and Trust Corporations Act (Ontario) and having a capital, surplus and undivided profits of at least TEN MILLION DOLLARS (\$10,000,000.00) or 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 under sub-paragraph 1 (b) and 1 (c) of Article XVII where such proceeds exceed an amount equal to one-tenth of one percent of the total stated amount of insurance in such policy,
- b) the holding of such proceeds in trust for those entitled thereto in accordance with this Article,
- c) the disbursements of such proceeds in accordance with the provisions of the Insurance Trust Agreement.

In the event that the Board is unable to enter into such agreement with such trust company or such chartered bank by reason of the refusal of such trust company or chartered bank to act, the Board may enter into such agreement with such other corporation duly authorized to act as a trustee in the Province of Ontario as in its discretion the Board may deem advisable.

2. The corporation shall pay the fees and disbursements of any Insurance Trustee and all such fees and disbursements shall constitute a common expense.

ARTICLE XIX

INDEMNIFICATION

1. Each owner shall indemnify the Corporation against any loss, cost, damages or injury to the Common Elements caused by or resulting from any act or omission of such owner or the residents of his Unit, or by any guest of such owner or resident, except to the extent that such loss, cost, damages or injury is covered by insurance purchased by the Corporation.

ARTICLE XI

COMPLIANCE WITH PROVISIONS OF
DECLARATION, BY-LAWS AND RULES
AND REGULATIONS

1. All present and future owners, tenants and residents of units shall be subject to and shall comply with the provisions of the Declaration, the By-laws and the Rules and Regulations. Acceptance of a deed or transfer or the entering into a lease or the entering into occupancy of any unit shall constitute an agreement with the provisions of the Declaration, the By-laws and the 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 be taken to be covenants running with the land 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 deed and transfer or lease.

Any owner desiring to lease his unit shall furnish to the Corporation an undertaking duly executed by the lessee that the lessee and any other resident of the unit will comply with the provisions of the Declaration, the By-laws and the Rules and Regulations. The provision of such undertaking shall not relieve the owner of any unit from his obligations relative to the ownership of such unit.

ARTICLE XII

SEVERABILITY

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

ARTICLE XIII

NON-WAIVER

1. Any excusing, condoning, or overlooking by the Corporation or by any default, breach or non-observance by the Corporation or by any owner or owners at any time of any covenant, proviso, condition or regulation in the Declaration, the Description, the By-laws, the Act and the Rules and Regulations, any release of regulations or any

instrument by or upon the Corporation or owner shall not operate as a waiver of the rights of the Corporation or any owner or owners, as the case may be, in respect of any subsequent default, breach or non-observance of the terms of such instrument or instruments and shall not defeat or affect in any way the rights of the Corporation or any owner or owners as the case may be, in respect of any subsequent default or breach.

ARTICLE XXIII

CONSTRUCTION OF DECLARATION

1. The Declaration shall be read with all necessary changes of number and gender required by its context.

ARTICLE XXIV

HEADINGS

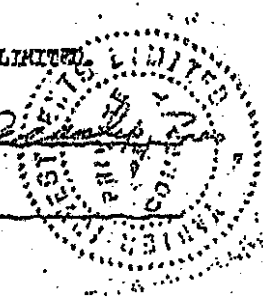
1. The descriptive headings appearing at each Article of the Declaration form no part of the Declaration but are inserted only for convenience of reference.

DATED at Ottawa this 10th day of October, 1972.
IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hands of its proper officers duly authorized in that behalf.

VANIER INVESTMENTS LIMITED

For

For



9264

SCHEDULE "A"

DESCRIPTION OF LANDS

ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the City of Vanier, in the Regional Municipality of Ottawa-Carleton and Province of Ontario, and being composed of Part of Lot 1 on Plan 90, registered in the Registry Office for the Registry Division of Carleton, now designated as Parts 1, 3 and 4 on a Plan of Survey of record in the Office of Land Titles for the Land Titles Division of Ottawa-Carleton as Plan 4R-396.

92654

SCHEDULE "B"

CONSENT

GIVEN PURSUANT TO THE CONDOMINIUM ACT.

THE ROYAL BANK OF CANADA, being party to a Charge registered as Instrument No. 82743 in the Office of Land Titles at Ottawa, against the title to part of Lot 1 on Registered Plan 90, which land is now shown as Parts 1, 2, 3 and 4 on a Plan of survey of record in the Office of Land Titles for the Land Titles Division of Ottawa-Carleton as No. 4R-396. HEREBY CONSENTS, without prejudice, to the retention by it of all its rights as set out in the said Charge, to the application of VANIER INVESTMENTS LIMITED to register a Declaration and Description under the provisions of the Condominium Act, R.S.O. 1970, by which the said Parts 1, 2, 3 and 4 on the said plan 4R-396 will become a Condominium.

DATED at Montreal, Quebec, this 13th day of October, 1972

THE ROYAL BANK OF CANADA,

Per

[Signature]

Assistant General Manager

Per

[Signature]

Assistant Secretary

APPROVED

W. A. G. H.

FOR

SIGNATURE

SCHEDULE "C"

92654

CORPORATION OF THE CITY OF VANIER

BY-LAW NUMBER 1962

Being a by-law to grant a consent to Vanier Investments Limited pursuant to the Condominium Act.

WHEREAS the Corporation of the City of Vanier has entered into an agreement with Vanier Investments Limited which agreement has been registered as Instrument 121074, as amended by instrument number 130869 in the Registry Office for the Registry Division of Carleton and

WHEREAS a request has been received for the City's consent to be given pursuant to the Condominium Act R.S.O. 1970, Chapter 77 by which the said Parts 1, 3 and 4 of a Plan of Survey No. 4R-396 shall become a condominium.

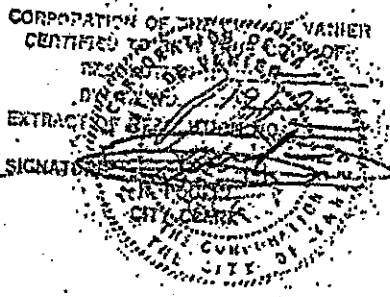
IT IS THEREFORE hereby enacted as a by-law of the Corporation of the City of Vanier as follows:


- 1- That the Mayor and Clerk be authorized to sign the attached consent with Vanier Investments Limited pursuant to the provisions of the Condominium Act.
- 2- This by-law shall take effect on third reading thereof.

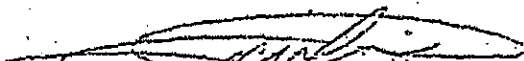
READ A FIRST, SECOND AND THIRD TIME AND PASSED IN OPEN COUNCIL, THIS 19TH DAY OF OCTOBER, 1972.

2ND
OCT

NOVEMBER
OCT




MAYOR


CLERK

4	2	.5493
4	3	.9238
4	4	.5459
4	5	.6187
4	6	.5795

92654

SCHEDULE "C"

CONSENT

GIVEN PURSUANT TO THE CONDOMINIUM ACT.

THE CORPORATION OF THE CITY OF VANIER, being party to an Agreement registered as Instrument No. 121074 as amended by Instrument No. 130869, in the Registry Office for the Registry Division of Carleton, against the title to Lot 1 on Registered Plan 90, HEREBY CONSENTS, without prejudice to the retention by it of all its rights as set out in the said Agreement, to the application of VANIER INVESTMENTS LIMITED to register a Declaration and Description under the provisions of the Condominium Act, R.S.O. 1970, by which those parts of the said lands which are now designated as Parts 1, 3 and 4 on a plan of survey of record in the Office of Land Titles for the Land Titles Division of Ottawa-Carleton as No. HR-396, will become a Condominium.

DATED at Vanier, Ontario, this 2ND day of NOVEMBER 1972.

THE CORPORATION OF THE CITY OF VANIER,

Per

Per

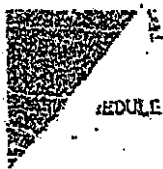
2	5493
3	5238
4	5459
5	6187
6	5795

92654

SCHEDULE "D"

REFERRED TO IN ARTICLE IV AND ARTICLE V OF THE
DECLARATION OF VANIER INVESTMENTS LIMITED

<u>LEVEL</u>	<u>UNIT NO.</u>	<u>Percentage of Common Interest, appurtenant to each Unit, and Percentage in which Owner of Unit is to contribute to Common Expense</u>
1	1 & 2 (single ownership)	.5040
2	1	.6344
2	2	.5493
2	3	.5238
2	4	.5459
2	5	.6187
2	6	.5795
2	7	.6251
2	8	.6262
2	9	.6066
3	1	.6344
3	2	.5493
3	3	.5238
3	4	.5459
3	5	.6187
3	6	.5795
3	7	.6251
3	8	.6262
3	9	.6066
4	1	.6344
4	2	.5493
4	3	.5238
4	4	.5459
4	5	.6187
4	6	.5795



MODULE "D"

Page 2

976541

Percentage of Common Interest,
apportionment in each Unit, and
Percentage in which Owner of
Unit is to contribute to Common
Expense

LEVELUNIT NO.

4	7	.6251
4	8	.6262
4	9	.6066
5	1	.6344
5	2	.5493
5	3	.5238
5	4	.5459
5	5	.6187
5	6	.5795
5	7	.6251
5	8	.6262
5	9	.6066
6	1	.6344
6	2	.5493
6	3	.5238
6	4	.5459
6	5	.6187
6	6	.5795
6	7	.6251
6	8	.6262
6	9	.6066
7	1	.6344
7	2	.5493
7	3	.5238
7	4	.5459
7	5	.6187
7	6	.5795
7	7	.6251
7	8	.6262
7	9	.6066
8	1	.6344

92654

Percentage of Common Interest,
appurtenant to each Unit, and
Percentage in which Owner of
Unit is to contribute to Common
Expenses

LEVEL	UNIT NO.	
8	2	.5493
8	3	.5238
8	4	.5459
8	5	.6187
8	6	.5795
8	7	.6251
8	8	.6262
8	9	.6066
9	1	.6344
9	2	.5493
9	3	.5238
9	4	.5459
9	5	.6187
9	6	.5795
9	7	.6251
9	8	.6262
9	9	.6066
10	1	.6344
10	2	.5493
10	3	.5238
10	4	.5459
10	5	.6187
10	6	.5795
10	7	.6251
10	8	.6262
10	9	.6066
11	1	.6344
11	2	.5493
11	3	.5238

92654

Percentage of Common Interest,
appurtenant to each Unit, and
Percentage in which Owner of
Unit is to contribute to Common
Expense

LEVEL	UNIT NO.	
11	4	.5459
11	5	.6187
11	6	.5795
11	7	.6251
11	8	.6262
11	9	.6066
12	1	.6344
12	2	.5493
12	3	.5238
12	4	.5459
12	5	.6187
12	6	.5795
12	7	.6251
12	8	.6262
12	9	.6066
13	1	.6344
13	2	.5493
13	3	.5238
13	4	.5459
13	5	.6187
13	6	.5795
13	7	.6251
13	8	.6262
13	9	.6066
14	1	.6344
14	2	.5493
14	3	.5238
14	4	.5459
14	5	.6187



SCHEDULE "D"

Page 3

926.54.

Percentage of Common Interest,
appurtenant to each Unit, and
Percentage in which Owner of
Unit is to contribute to Common
Expense

<u>LEVEL</u>	<u>UNIT NO.</u>	
14	6	.5795
14	7	.6251
14	8	.6262
14	9	.6066
15	1	.6344
15	2	.5493
15	3	.5238
15	4	.5459
15	5	.6187
15	6	.5795
15	7	.6251
15	8	.6262
15	9	.6066
16	1	.6344
16	2	.5493
16	3	.5238
16	4	.5459
16	5	.6187
16	6	.5795
16	7	.6251
16	8	.6262
16	9	.6066
17	1	.6344
17	2	.5493
17	3	.5238
17	4	.5459
17	5	.6187
17	6	.5795
17	7	.6251
17	8	.6262
17	9	.6066

926.54

Percentage of Common Interest,
appurtenant to each Unit, and
Percentage in which Owner of
Unit is to contribute to Common
Expense

<u>LEVEL</u>	<u>UNIT NO.</u>	
18	1	.6344
18	2	.5493
18	3	.5238
18	4	.5459
18	5	.6187
18	6	.5795
18	7	.6251
18	8	.6262
18	9	.6066
19	1	.6344
19	2	.5493
19	3	.5238
19	4	.5459
19	5	.6187
19	6	.5795
19	7	.6251
19	8	.6262
19	9	.6066
20	1	.7409
20	2	.6736
20	3	.5452
20	4	.7260
20	5	.6658
20	6	.5735

92654

SCHEDULE "E"

CONSENT

GIVEN PURSUANT TO THE CONDOMINIUM ACT.

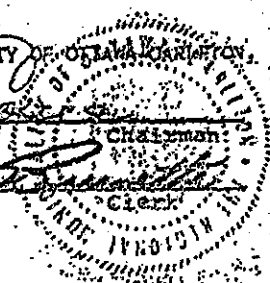
THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON, being party to an Agreement registered as Instrument No. 52401 registered in the Office of Land Titles at Ottawa on December 1, 1971, affecting the title to those lands designated as parts 1, 2, 4 and 6 on a Plan of Survey of record in the Office of Land Titles for the Land Titles Division of Ottawa-Carleton as Plan 4R-292, HEREBY CONSENTS, without prejudice to the retention by it of all its rights as set out in the said Agreement, to the application of VANIER INVESTMENTS LIMITED to register a Declaration and Description under the provisions of the Condominium Act, R.S.O. 1970, by which those parts of the said lands which are now designated as parts 1, 3 and 4 on a Plan of survey of record in the Office of Land Titles for the Land Titles Division of Ottawa-Carleton as No. 4R-396, will become a Condominium.

DATED at Ottawa, this 3rd day of October 1972.

REGIONAL MUNICIPALITY OF OTTAWA-CARLETON

Per: [Signature] Chairman

Per: [Signature] Clerk



DATED OCTOBER 10, 1972.

CARLETON COMMUNITARIAN CORPORATION
NO.

CHAIRMAN VANIER
CHIEF OF STAFF.

DECLARATION

HELENE AND LARSEN,
Suite 107,
130 Albert Street,
Ottawa, Ontario.