

## DECLARATION MADE PURSUANT TO THE CONDOMINIUM ACT

CANTUS HOLDINGS LIMITED, a private company incorporated under the laws of the Province of Ontario, having its Head Office at the City of Ottawa, in the Regional Municipality of Ottawa-Carleton

- and -

DUFFBROOK MANAGEMENT LIMITED, a body corporate and politic duly incorporated under the laws of the Province of Ontario having its Head Office at the City of Toronto, in the Municipality of Metropolitan Toronto

(hereinafter collectively referred to as the Declarant)

Being the registered owner in fee simple with an absolute title to that certain parcel of land registered under the Land Titles Act as parcel 2-1 registered in section 37220, situate in the City of Ottawa, in the Regional Municipality of Ottawa-Carleton, Province of Ontario, which lands are more particularly described in Schedule "A" attached hereto, hereby declares its intention that the said parcel and the interests pursuant thereto will be governed by the Condominium Act, Revised Statutes of Ontario 1970, Chapter 77 and any amendments thereto, from and after the registration of this Declaration and the Description registered herewith.

- I. In this Declaration, unless the context otherwise requires are the following terms used herein have the meaning set out below:
- (a) the act means the Condominium Act, Revised Statutes of Ontario 1970, Chapter 77 as amended;
  - (b) The Corporation means the Corporation created under the Condominium Act by the registration of this Declaration and of the said Description;
  - (c) Common Elements means all the property except the units;
  - (d) Common Interests means the interest in the common elements appurtenant to a unit;
  - (e) 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 in possession;
  - (f) Property means the land and interest appurtenant to the land described in the description and Schedule "A" annexed hereto and includes any land and interests appurtenant to lands that are added to the common elements;
  - (g) Unit means a part or parts of the land included in the description, and designated as a unit by the description, and comprises the space enclosed by its boundaries and all the material parts of the land within this space at the time the declaration and description are registered.
  - (h) The definition of "unit" for the purposes of the duties to repair and maintain under Section 16 and 17 of the Act and this declaration shall extend to all improvements made by the Declarant in accordance with its architectural plans notwithstanding that some of such improvements may be made after registration of the declaration;
  - (i) Other terms used herein shall have ascribed to them the definitions contained in the Act, as amended from time to time.

## II . CONSENT OF ENCUMBRANCES

The consent of all persons having registered encumbrances against the land or interests appurtenant to the land described in Schedule "A" is contained in Schedule "B" attached hereto.

III. The proportions of the common interests appurtenant to each unit and the proportions in which the owners of each unit are to contribute to the common expenses are set out in Schedule "C" attached hereto.

IV. Monuments controlling the extent and location of the units are the physical surfaces described in Schedule "D" attached hereto.

The address for service of the Corporation is 333 Chapel Street, Ottawa, Ontario.  
or such other address as the Corporation may by resolution in the prescribed form determine.

The address for service of the Declarant is: 135 York Street, Ottawa, Ontario.

## V. Specification of common expenses

- (a) Common expenses means the expenses of the performance of the objects and duties of the corporation and, without limiting the generality of the foregoing, shall include those expenses set out in Schedule "E" attached hereto.

## VI. Payment of common expenses

- (b) Each owner , including, the Declarant, shall pay to the corporation his proportionate share of the common expenses, as may be provided for by the by-laws of the corporation, and the assessment and collection of contribution toward the common expenses may be regulated by the board pursuant to the by-laws of the corporation.

## VII. COMMON ELEMENTS

### Use of common elements

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

### Exclusive common elements

- (b) Subject to the provisions of the Act this declaration, the by-laws and the rules and regulations passed pursuant thereto, the owner of each unit shall have the exclusive use of those parts of the common elements as set out in Schedule "F" attached hereto.

### Restrictive access

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

#### Alterations and repairs

- (d) The corporation may by a vote of members, who own eighty (80) per cent of the common elements, make any substantial additions, alterations or improvements to, or renovation of the common elements or make any substantial change in the assets of the corporation.
- (e) The corporation may by a vote of the majority of the members make any other addition, alteration, or improvements to, or renovation of the common elements, or may make any other change in the assets of the corporation.
- (f) For the purposes of this clause, the board shall decide whether any addition, alteration, or improvement to, or renovation of the common elements, or any change in the assets of the corporation is substantial.

#### VII. OCCUPATION AND USE

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

- (a) Each unit shall be occupied and used only as a private single family residence and for no other purpose, provided however, that the foregoing shall not prevent the Declarant from completing the building and all improvements to the property, maintaining units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs until all units have been sold by the Declarant.
- (b) No unit shall be occupied or used by any one in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance referred to in this declaration.
- (c) The owner of each unit shall comply and shall require all residents and visitors to his unit to comply with the Act, this declaration, and the by-laws, and the rules and regulations passed pursuant thereto.
- (d) No owner shall make any structural change or alteration in or to his unit or make any change to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except for maintenance of those parts of the common elements which he has the duty to maintain, without the consent of the board.
- (e) No condition shall be permitted to exist and no activity shall be carried on in any unit or the common elements that constitutes a nuisance.

#### VIII. 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 and the members of my household and my guests from time to time, will, in using the unit rented by me and the common elements, comply with the Condominium Act, the Declaration and 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 tenants.

IX. Each owner shall in the event that he conveys or mortgages his unit, notify the corporation of the conveyance or mortgage within seven (7) days of registration of the documents relating thereto.

#### X. BY-LAWS

The Corporation may, by a vote of members who own  $66 \frac{2}{3}$  per cent of the common elements, make by-laws:

- (a) governing the management of the property;
- (b) governing the use of units or any of them for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and other units;
- (c) governing the use of the common elements;
- (d) regulating the maintenance of the units and common elements;
- (e) governing the use and management of the assets of the corporation;
- (f) respecting the board;
- (g) specifying duties of the corporation;
- (h) regulating the assessment and collection of contributions toward the common expenses.
- (i) respecting the conduct generally of the affairs of the corporation;

#### XI. MAINTENANCE AND REPAIRS

- (i) Each owner shall maintain his unit, and, subject to the provisions of this declaration, each owner shall repair his unit after damage, all at his own expense.
- (ii) Each owner shall be responsible for all damages to any and all other units and to the common elements, which are caused by the failure of the owner to so maintain and repair his unit, save and except for any such damages to the common elements for which the cost of repairing same may be recovered under any policy or policies of insurance held by the corporation.
- (iii) The Corporation shall make any repairs that an owner is obligated to make and that he does not make within a reasonable time; and in such an event, an owner shall be deemed to have consented to having repairs done to his unit by the corporation; and an owner shall reimburse the corporation in full for the cost of such repairs, including any legal or collection costs incurred by the corporation in order to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of twelve per cent (12%) per annum. The corporation may collect all such sums of money in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such owner, after receipt of a notice from the corporation thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.
- (iv) The corporation shall repair and maintain the common elements which includes repair and maintenance to all doors which provide the means of ingress to and egress from a unit and to all windows, save and except maintenance of interior surfaces of windows, all at its own expense.

#### XII. DAMAGE

##### Procedure where damage occurs

- (i) Where 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. Such notice may be combined with notice to the owners of a meeting called for the purpose of voting for repair.

#### Plans and Specifications

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

### XIII. INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

#### Insurance Trustee

- (i) The corporation shall enter into an agreement with an insurance Trustee which shall be a Trust Company registered under The Loan and Trust Corporations Act, or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:
  - (a) the receipt by the Insurance Trustee of any proceeds of insurance payable to the corporation.
  - (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of this declaration.
  - (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement.
  - (d) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

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

- (ii) In the event that:
  - (a) the corporation is obligated to repair any unit insured under paragraph (iii) of Clause XI hereof, in accordance with the provisions of Section 16(6) or Section 17(2) of the Act, the Insurance Trustee shall hold all proceeds for the corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement, in order to satisfy the obligation of the corporation to make such repairs.
  - (b) there is no obligation by the corporation to repair any unit in accordance with the provisions of Section 17(2) of the Act and there is termination in accordance with the provisions of Section 18 of the Act or otherwise, the Insurance Trustee shall hold all proceeds for the owners in the proportion of their respective interests in the common elements and shall pay such proceeds to the owners in such proportions, upon registration of a notice of termination by the corporation.
  - (c) The board, in accordance with the provisions of Section 17(1) of the Act, determines that there has not been substantial damage to 25 per cent of the building the Insurance Trustee shall hold all proceeds for the corporation and owners whose units have been damaged and shall disburse such proceeds for the benefit of the corporation and the owners whose units have been damaged, as their respective interest may appear, in accordance with the provisions of the Insurance Trust Agreement in order to satisfy their respective obligations to

make repairs pursuant to the provisions of Clause XI of this declaration, and Section 16(6) of the Act.

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

#### XIV. INSURANCE

##### **By the Corporation**

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

- (a) Insurance against damage by fire with extended coverage and such other perils as the board may from time to time deem advisable, insuring:
  - (i) the property, excluding the units;
  - (ii) personal property owned by the corporation but not including furnishings, furniture, or other personal property supplied or installed by the owners;in an amount equal to the full replacement cost of such real and personal property, without deduction for depreciation, which policy may be subject to a loss deductible clause.
- (b) Insurance against damage by fire with extended coverage and such other perils as the board may from time to time deem advisable, insuring the units, but excluding any improvements made by the owners thereof, in an amount equal to the full replacement cost of such units without deduction for depreciation.

Such policy or policies of insurance shall insure the interest of the corporation and the owners from time to time, as their respective interest may appear, with mortgagee endorsements, which shall be subject to the provisions of this declaration and the Insurance Trust Agreement; and shall contain the following provisions:-

- (i) that loss shall be payable to the Insurance Trustee;
  - (ii) waivers of subrogation against the corporation, its manager, agents, employees and servants and owners, and any member of the household, or guests of any owner or occupant of a unit, except for arson and fraud;
  - (iii) that such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty days prior written notice to all parties whose interests appear thereon, and to the Insurance Trustee;
  - (iv) waivers of any defence based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of a statutory condition of any insured;
  - (v) all policies of insurance shall provide that the same shall be primary insurance in respect of any other insurance carried by any owner;
  - (vi) a waiver of the insurer's option to repair, rebuild, or replace in the event that after damage the government of the property by the Act is terminated.
- (c) Public liability and property damage insurance insuring the liability of the corporation and the owner from time to time, with limits to be determined by the board, and without right of subrogation as against the corporation, its manager, agents, servants and employees, and as against the owners, and any member of the household or guests or any owner or occupant of a unit;

- (d) Boiler and machinery insurance to the extent required as the board may from time to time deem advisable.

#### General Provision

2.

- (a) Prior to obtaining any policy or policies of insurance under sub-clause (1) of this Clause, or any renewal or renewals 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 affected pursuant to sub-clause (1) of this Clause, and the cost of such appraisal shall be a common expense.
- (b) The corporation, its board, and its officers, shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment. Provided, however, that the board may, in writing, authorize an owner to adjust any loss to his unit.
- (c) No mortgage may be placed against any unit unless the mortgagee agrees to waive any contractual or statutory provision 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 of any insurance policy or policies towards the repair of the property pursuant to the provisions of this declaration. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent, if the mortgage itself contains a provision giving the mortgagee the right, and also to the right of any mortgagee to receive the proceeds of any insurance policy, if there is termination in accordance with the Act.
- (d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner and a duplicate original or certified copy 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 days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the corporation.
- (e) No insured, other than the corporation, shall be entitled to amend any policy or policies 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 declaration.

#### By the Owner

3.

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

- (a) Insurance on any additions or improvements made by the owner to his unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupancy of his unit in the event of damage which policy or policies of insurance shall contain waiver of subrogation against the corporation, its manager, agents, employees and servants, and against the other owners and any members of their household, except for vehicle impact, arson and fraud.

- (b) Public liability insurance covering any liability of any owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the corporation.

#### XV. INDEMNIFICATION

- (a) Each owner shall indemnify and save harmless the corporation from and against any loss, costs, damage, injury or liability whatsoever which the corporation may suffer or incur resulting from or caused by an act or omission of such owner, his family or any member thereof, any other resident of his unit or any guests, invitees or licencees of such owner or resident to or with respect to the common elements and/or all other units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the corporation. All payments pursuant to this clause are deemed to be additional contributions towards the common expenses and recoverable as such.
- (b) The Corporation shall indemnify any owner against loss or expense resulting from its wrongful act or omission, except to the extent that such loss or expense is covered by insurance purchased by the Corporation.
- (c) Every director or officer of the Corporation shall from time to time and at all times be indemnified and saved harmless by the Corporation from and against;
  - (i) All costs, charges and expenses whatsoever which such director or officer sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against him, for or in respect of any act, deed, matter or thing whatsoever, made, done or permitted by him, in or about the execution of the duties of his office;
  - (ii) All other costs, charges and expenses which he sustains or incurs in or about or in relation to the affairs thereof except such costs, charges or expenses as are occasioned by his own wilful neglect or default.
- (d) No director shall be under any liability to the Corporation or an Owner for any act done by him as director or any omission to perform any act required by him as director except in case of fraud.

#### XVI.

- (a) Whenever, under the By-laws, notice is required to be given to any owner, similar notice shall be given to any Mortgagee who has notified the Corporation of registration of his mortgage.
- (b) No vote of members may be taken except after a meeting duly called for discussion of the matter on which the vote is taken.
- (c) A copy of the Minutes of each annual and special meeting of the owners shall be furnished to any First Mortgagee on request.

#### XVII. FIRST MEETING

As soon as practicable after the registration of this declaration, the members may, without notice, hold their first meeting for the purposes of electing directors. The board so elected may, without notice, hold its first meeting, provided a quorum of directors is present. Any by-law may be passed by the corporation, without a meeting, provided the consent to the by-law, by members who own 100% of the common elements, is endorsed thereon.



## XVIII. GENERAL MATTERS AND ADMINISTRATION

### (i) Rights of Entry

- (a) The corporation, or any insurer of the property or any part thereof, their respective agents, or any other person authorized by the board, shall be entitled to enter any unit or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, or carrying out any duty imposed upon the corporation.
- (b) In case of an emergency, an agent of the corporation may enter a unit at any time and without notice, for the purpose of repairing the unit, common elements or part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property. The corporation or any one authorized by it may determine whether an emergency exists.
- (c) If an owner shall not be personally present to grant entry to his unit, the corporation, or its agents, may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damage by reason thereof; provided that they exercise reasonable care.
- (d) The rights and authority hereby reserved to the corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any unit except as specifically provided in this declaration or the by-laws.

### (ii) Units Subject to Declaration, by-laws, common elements rules and regulations

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

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

### (iii) Invalidity

Each of the provisions of this declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this declaration, and in such event all the other provisions of this declaration shall continue in full force and effect as if such invalid provision had never been included herein.

### (iv) Waiver

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

(v) Notice

Except as hereinbefore set forth, any notice, direction or other instrument required or permitted may be given if served personally by delivering same to the party to be served, or to any officer of the party to be served, or may be given by ordinary mail, posted prepaid, addressed to the corporation at its address for service herein, to each owner at his respective unit or at such other address as is given by the owner to the corporation for the purpose of notice, and to each mortgagee who has notified his interest to the corporation at such address as is given by each mortgagee to the corporation for the purpose of notice; and if mailed as aforesaid the same shall be deemed to have been received and to be effective on the first business day following the day on which it was mailed. Any owner or mortgagee may change his address for service by notice given to the corporation in the manner aforesaid.

The marginal notes<sup>1</sup> and headings in the body of this Declaration form no part thereof but shall be deemed to be inserted for convenience of reference only.

DATED AT OTTAWA

and Province of Ontario, this 5 day of *September* 1975.

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

CANTUS HOLDINGS LIMITED

Per:   
\_\_\_\_\_

DUFFBROOK MANAGEMENT LIMITED

Per:   
\_\_\_\_\_

<sup>1</sup> Highlighted by yellow background in this reformatted copy.

SCHEDULE "A"

In the City of Ottawa, in the Regional Municipality of Ottawa-Carleton being Lots 8, 9, 10, 11, 12, 13, and 14, East Chapel Street on Plan 37220 in the original City of Ottawa in the County of Carleton, designated as PART 1 on a Plan of Survey of record in the Land Registry Office for the Land Titles Division of Ottawa-Carleton at Ottawa as 4R-1217.

SCHEDULE "B"

CONSENT GIVEN PURSUANT TO

THE LAND TITLES ACT and THE CONDOMINIUM ACT

IN THE MATTER OF Parcel 2-1 in the Register for Section 37220, situate in the City of Ottawa, in the Regional Municipality of Ottawa-Carleton, and Province of Ontario, namely,

Lots 8, 9, 10, 11, 12, 13 and 14, East Chapel Street on Plan 37220,  
in the City of Ottawa, in the Regional Municipality of Ottawa-  
Carleton, designated as Part I on a Plan of Survey of record in the  
Land Registry Office for the Land Titles Division of Ottawa-  
Carleton at Ottawa as 4R-1217.

BUILDERS CAPITAL LIMITED being a Party named in a Mortgage dated the 25th day of February, 1974 and registered on the 18th day of March, 1974 under Number 649626, affecting the lands above described consents to the registration by Cantus Holdings Limited and Duffbrook Management Limited of a Declaration submitting the lands to government by The Condominium Act, 1970.

IN WITNESS WHEREOF BUILDERS CAPITAL LIMITED has hereunto affixed its corporate seal under the hands of its duly authorized officers.

BUILDERS CAPITAL LIMITED

Per :

  
VICE PRESIDENT

  
ASSISTANT SECRETARY

SCHEDULE "B" - Page 2

CONSENT GIVEN PURSUANT TO

THE LAND TITLES ACT and THE CONDOMINIUM ACT

IN THE MATTER OF Parcel 2-1 in the Register for Section 37220, situate in the City of Ottawa, in the Regional Municipality of Ottawa-Carleton, and Province of Ontario, namely,

Lots 8, 9, 10, 11, 12, 13 and 14, East Chapel Street on Plan 37220,  
in the City of Ottawa, in the Regional Municipality of Ottawa-  
Carleton, designated as Part 1 on a Plan of Survey of record in the  
Land Registry Office for the Land Titles Division of Ottawa-  
Carleton at Ottawa as 4R-1217.

280557 ONTARIO LIMITED being a Party named in a Mortgage dated the 6th day of November, 1974 and registered on the 20th day of November, 1974 under Number 663049, affecting the lands above described consents to the registration by Cantus Holdings Limited and Duffbrook Management Limited of a Declaration submitting the lands to government by The Condominium Act, 1970.

IN WITNESS WHEREOF 280557 ONTARIO LIMITED has hereunto affixed its corporate seal under the hands of its duly authorized officers.

280557 ONTARIO LIMITED  
Per,   
c/s

SCHEDULE "B"

CONSENT GIVEN PURSUANT TO

THE LAND TITLES ACT and THE CONDOMINIUM ACT

IN THE MATTER OF Parcel 2-1 in the Register for Section 37220, situate in the City of Ottawa, in the Regional Municipality of Ottawa-Carleton, and Province of Ontario, namely,

Lots 8, 9, 10, 11, 12, 13 and 14, East Chapel Street on Plan 37220,  
in the City of Ottawa, in the Regional Municipality of Ottawa-  
Carleton, designated as Part I on a Plan of Survey of record in the  
Land Registry Office for the Land Titles Division of Ottawa-  
Carleton at Ottawa as 4R-1217.

BUILDERS CAPITAL LIMITED being a Party named in a Mortgage dated the 17th day of January, 1975 and registered on the 24th day of April, 1975 under Number 114909, affecting the lands above described consents to the registration by Cantus Holdings Limited and Duffbrook Management Limited of a Declaration submitting the lands to government by The Condominium Act, 1970.

IN WITNESS WHEREOF BUILDERS CAPITAL LIMITED has hereunto affixed its corporate seal under the hands of its duly authorized officers.

BUILDERS CAPITAL LIMITED

Per: *[Signature]*

*William S. [Signature]*  
REGISTRAR SECRETARY

SCHEDULE "C"

UNIT NUMBER	LEVEL NUMBER	PROPORTIONS OF COMMON INTEREST AND CONTRIBUTIONS TO COMMON EXPENSES EXPRESSED IN PERCENTAGE
1	2	1.776
2	2	1.396
3	2	1.396
4	2	1.948
5	2	1.776
6	2	1.396
1	3	1.784
2	3	1.405
3	3	1.405
4	3	1.957
5	3	1.784
6	3	1.405
1	4	1.793
2	4	1.414
3	4	1.414
4	4	1.965
5	4	1.793
6	4	1.414
1	5	1.802
2	5	1.422
3	5	1.422
4	5	1.974
5	5	1.802
6	5	1.422
1	6	1.810
2	6	1.431
3	6	1.431
4	6	1.963
5	6	1.810
6	6	1.431
1	7	1.828
2	7	1.448
3	7	1.448
4	7	2.000
5	7	1.828
6	7	1.448
1	8	1.844
2	8	1.466
3	8	1.466
4	8	2.017
5	8	1.844
6	8	1.466
1	9	1.862
2	9	1.483
3	9	1.483
4	9	2.034
5	9	1.862
6	9	1.483
1	10	1.879
2	10	1.500
3	10	1.501
4	10	2.052
5	10	1.879
6	10	1.500
1	11	1.898
2	11	1.517
3	11	1.518
4	11	2.070
5	11	1.898
6	11	1.517

SCHEDULE "D"

The monuments which control the extent of the units are the physical surfaces hereinafter referred to:

HORIZONTAL BOUNDARIES OF THE UNITS ARE:

- (a) The upper surface of the concrete floor slab beneath the unit;
- (b) The lower surface of the exposed concrete slab above the unit except on Level 11 where the upper boundary of the unit shall be the upper surface of the suspended dry wall ceiling.

VERTICAL BOUNDARIES OF THE UNITS ARE:

- (a ) The vertical planes formed by the back side of the dry wall of all boundary walls and by the extensions of these planes across all openings for doors and windows leading out of the units.

Notwithstanding the foregoing, the unit shall not include such pipes, wires, cables, conduits, ducts, flues or public utility lines within the unit which serve other units as well as that of the owner.



SCHEDULE "E"

The following items are included in the common expenses of the Condominium:

Electricity  
Gas  
Landscaping,  
Snow removal  
Insurance  
Professional fees  
Management fee  
Maintenance  
Reserve  
Contingency

SCHEDULE "F"

- (A) The owner of each unit shall have the exclusive use of that balcony to which the unit has direct access.
- (B) The owner of each unit shall have the exclusive use of the inner surfaces of doors and windows facing into his unit.
- (C) The owner of each unit shall have the exclusive use of one parking space to be allocated by the Corporation from time to time.
- (D) The owner of each unit shall have the exclusive use of one basement storage space to be allocated by the Corporation from time to time.