

COPY

CARLETON CONDOMINIUM CORPORATION NO. 318

ATHANS COURT

DECLARATION

DORATY AND VOLL
Barristers and Solicitors
28 Northside Road
Nepean, Ontario
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(613) 829-7171

JAD/cm

DECLARATION

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

ATHANS COURT DEVELOPMENTS INC.

(hereinafter called the "Declarant")

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the City of Gloucester, in the Regional Municipality of Ottawa-Carleton and being more particularly described in Schedule "A" hereto attached and in the description submitted herewith by the Declarant for registration in accordance with the Act.

AND WHEREAS the Declarant has constructed buildings upon the said lands containing seventy-eight (78) residential dwelling units.

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

NOW THEREFORE THE DECLARANT DECLARES AS FOLLOWS:

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

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

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

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

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

1.6 Address for Service and Mailing Address of the Corporation. The Corporation's address for service and mailing shall be 5K Caesar Avenue, Nepean, Ontario, K2G 0A8 or such other address as the Corporation may by resolution of the board determine.

ARTICLE II

COMMON EXPENSES

2.1 Specification of Common Expenses. Common expenses means the expenses of the performance of the objects and duties of the Corporation and, without limiting the generality of the

foregoing, shall include those expenses set out in Schedule "E" attached hereto.

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

ARTICLE III

UNITS

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

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

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

shall be kept or allowed in any unit. No pet that is deemed by the Board or Manager, in its absolute discretion, to be a nuisance shall be kept by any owner in any unit. Such owner shall, within two (2) weeks of receipt of a written notice from the Board or the Manager requesting the removal of such pet, permanently remove such pet from the property. No breeding of pets for sale shall be carried on, in or about any unit.

3.3 Rights of Entry to the Unit. The Corporation or any insurer of the property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any unit or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the property.

3.4 In case of an emergency, an agent of the Corporation may enter a unit at any time and without notice for the purpose of repairing the unit, common elements, including any part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property. The Corporation or anyone authorized by it may determine whether an emergency exists.

3.5 If an owner shall not be personally present to grant entry to his unit, the Corporation or its agents may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care.

3.6 The Corporation shall retain a key to all locks to each unit. No owner shall change any lock or place any additional locks on the doors to any unit or in the unit or to 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.

3.7 The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any unit except as specifically provided in this Declaration or the By-laws.

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

"I, _____, covenant and agree that I, the members of my household and my guests from time to time will, in using the unit rented by me and the common elements, comply with The Condominium Act, the Declaration and the By-laws, and all rules and regulations of the Condominium Corporation, during the term of my tenancy."

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

"In the event that the tenant shall be notified by the Corporation that the landlord is in default of any

payment due to the Corporation by the landlord as Owner, the tenant shall deduct from the rent payable under this lease the amount of the arrears alleged by the Corporation to be owing by the Owner and the payment thereof by the tenant to the Corporation shall be conclusively deemed payment of rent under this lease."

3.10

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

(a) Notify the unit owner of such breach or recurring breach by his tenant and require the unit owner to take immediate steps to remedy such breach; and

(b) If the unit owner fails, within seven (7) days after notification, to remedy such breach (and the opinion of the board of directors or the property manager shall be conclusive in this regard) the Corporation shall be and is hereby irrevocably authorized, constituted and appointed the true and lawful attorney of the unit owner for and in his name to do the following:

(i) give notice to the tenant to terminate the tenancy in accordance with the Landlord and Tenant Act of Ontario;

(ii) apply for an order declaring the tenancy terminated in accordance with the said Landlord and Tenant Act;

(iii) do all manner of acts, assurances, deeds, covenants and things as shall be required and as the Corporation or its counsel may see fit for any or all of the foregoing purposes.

3.11

Any owner leasing his unit shall not be relieved hereby from any of his obligations with respect to the unit, which shall be joint and several with his tenant.

ARTICLE IV

COMMON ELEMENTS

4.1 Use of Common Elements.

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

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

4.3

No alteration, work, repairs, decoration, painting, maintenance, structure, fence, screen, hedge or erection of any kind whatsoever (the "work")

shall be performed, done, erected or planted within or in relation to the common elements (including any part thereof over which any owner has the exclusive use) except by the Corporation or with its prior written consent or as permitted by the by-laws or rules.

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

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

4.6 Parking. No unit owner or his tenant, or member of either of their households shall park upon any of the parking spaces not allocated to him nor any of the parking areas designated by the Board from time to time as visitors' or other owners parking. Visitors parking shall be designated by the Board and may be redesignated from time to time.

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

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

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

ARTICLE V

MAINTENANCE AND REPAIRS

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

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

5.2 Each owner shall maintain and repair after damage his fireplace and chimney flue, if any, all door keys, door hardware and all window hardware in respect of each owner's unit.

5.3 The Corporation shall make any repairs that an owner is obligated to make and that he does not make within a reasonable time; and in such an event, an owner shall be deemed to have consented to having repairs done to his unit by the Corporation; and an owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such sums of money shall bear interest at a rate per annum equal to four percent (4%) in excess of the prime rate of interest as charged from time to time by the Bank of Montreal at its main office in Ottawa on loans made in Canadian currency to its most credit worthy customers. The Corporation may collect all such sums of money in such instalments as the Board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such owner, after receipt of a notice from the Corporation thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

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

ARTICLE VI

EXPROPRIATION

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

6.2 Part of Common Elements Only Taken. If no units are

affected by the expropriation and the expropriation includes part of the common elements, the compensation shall be negotiated and finalized by the Corporation, whether or not proceedings are necessary, and the compensation shall be distributed among the unit owners in proportion to their interest in the common elements.

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

6.4 Partial Expropriation Including Units. In the event of a partial expropriation which includes some units, each owner whose unit is expropriated shall deal with the expropriating authority with regard to compensation relating to his unit and interest in the common elements. The compensation for the damage suffered by the remaining owners shall be negotiated and finalized by the Corporation, whether or not proceedings are necessary and the compensation shall be distributed proportionately among the remaining owners. The Condominium Corporation shall notify all interested Mortgagees within ten (10) days after notice of expropriation is received. The cost of restoring the balance of the project so that it may be used shall be determined by the Corporation, and the Corporation shall negotiate with the expropriating authority with regard to compensation for this expenditure, and shall, unless the government of the property by the Act is terminated in thirty (30) days of the receipt of such compensation in trust, reconstruct, using the funds received for such reconstruction.

ARTICLE VII

OBLIGATIONS IN EVENT OF SALE OR MORTGAGING

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

ARTICLE VIII

FIRST MEETING

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

ARTICLE IX

INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

9.1 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 the Declaration;
- (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and
- (d) the notification by the Insurance Trustee to the mortgagees of any insurance moneys received by it.

If the Corporation is unable to enter into such agreement with such Trust Company or such Chartered Bank, by reason of its 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.

9.2 If:

- (a) The Corporation is obligated to repair any unit insured in accordance with the provisions 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 insured in accordance with the provisions of the Act, and if there is termination in accordance with the provisions 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. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount due under a Notice of Lien registered by the Corporation against such unit, in accordance with the priorities thereof.
- (c) The board, in accordance with the provisions of the Act, determines that:
 - i) There has not been substantial damage to 25% of the building, or
 - ii) determines that there has been substantial damage to 25% of the building and within sixty (60) days thereafter the owners who own 80% of the units do not vote for termination,

the Insurance Trustee shall hold all proceeds for the Corporation and owners whose units have been damaged and shall disburse same 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 the Declaration and the Act.

ARTICLE X

INSURANCE

10.1 The Corporation shall obtain and maintain insurance against major perils and such other perils as the board may from time to time deem advisable insuring:

(a) the property, but excluding improvements and betterments made or acquired by an owner;

(b) 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 replacement cost of such real and personal property, without deduction or depreciation.

Every policy of insurance shall insure the interests of the Corporation and the owners from time to time, as their respective interests may appear, with mortgagee endorsements, which shall be subject to the provisions of the Declaration and the Insurance Trust Agreement, and shall contain the following provisions:

(i) waivers of subrogation against the corporation, its manager, agents, employees and servants and as against the owners, and any member of the household or guests of any owner or occupant of a unit, except for arson, fraud, vehicle impact, vandalism, or malicious mischief;

(ii) that such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the corporation and to the Insurance Trustee;

(iii) 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, and insurance against the corporation's liability resulting from breach of duty as occupier of the common elements insuring the liability of the Corporation and the owners from time to time, with limits to be determined by the board but not less than ONE MILLION DOLLARS (\$1,000,000.00) and without right of subrogation as against the Corporation, its manager, agents, employees and servants, and as against the owners and any member of the household or guests of any owner or occupant of a unit.

(d) Insurance against the corporation's liability arising from the ownership, use of occupation, by or on its behalf, of boilers, machinery, pressure vessels, and motor vehicles to the extent required as the board may from time to time deem advisable.

10.2 General Provisions. Prior to obtaining any policy of insurance under paragraph 10.1 of this Article, 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 effected and the cost of such appraisal shall be a common expense.

10.3 The board 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. The board may, however, authorize an owner in writing to adjust any loss to his unit.

10.4 A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner, and a duplicate original or certified copy of the policy to each mortgagee; renewal certificates or certificates of new insurance policies shall be furnished to each owner and renewal certificates or certified copies of new insurance policies to each mortgagee not later than ten (10) days before the expiry of any current insurance policy. The 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. A certificate or memorandum of all insurance policies and endorsements thereto and renewal certificates thereof shall be furnished only to each owner and mortgagee who has notified the Corporation that he has become an owner or mortgagee.

10.5 No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in the Declaration and the Act.

10.6 By the Owner. It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, or any other insurance, should be obtained and maintained by such owner for his own benefit:

(a) Insurance on any additions, improvements or betterments 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. Every such policy 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, or guests, except for arson, fraud, vehicle impact, vandalism or malicious mischief.

(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.

(c) Additional living expenses incurred by an owner if forced to leave his home by one of the hazards protected against under the owner's personal policy.

(d) Special assessments levied by the Condominium Corporation.

ARTICLE XI

MISCELLANEOUS

11.1 Units Subject to Declaration, By-laws, Common Element Rules and Rules and Regulations.

All present and future owners, tenants and residents of units, their families, guests, invitees or licensees, 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.

11.2 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.

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

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


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

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

DATED AT OTTAWA this 26 day of Feb 19 86

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

ATHANS COURT DEVELOPMENTS INC.

Per: 
Authorized Signing Officer

Leonard Fraser

SCHEDULE "A"

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

AND BEING COMPOSED OF:

Part of Lot 8, in Concession 4, Rideau Front, of the Geographic Township of Gloucester, in the County of Carleton, designated as Part I on Reference Plan 4R-5122, deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4), at Ottawa, ~~and being all of Parcel 8-8, Section Gloucester 4-RF;~~

SAVE AND EXCEPT Part I on Reference Plan 4R-5217 deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4), at Ottawa, ~~and being Parcel 8-9, Section Gloucester 4-RF;~~

SUBJECT to an easement in favour of Skyline Cablevision Limited, as more particularly set out in instrument Number 444863;

AND BEING remainder of Parcel 8-8, Section Gloucester 4-R.F.

* * *

SCHEDULE "B"

CONSENT OF MORTGAGEE

BANK OF MONTREAL, having a registered mortgage within the meaning of Clause 3 (1) (b) of The Condominium Act registered as Number 428428^{N~~287742~~} in the Land Registry Office for the Land Titles Division of Ottawa-Carleton No. 4 at Ottawa, hereby consents to the registration of this Declaration pursuant to The Condominium Act against the land or interest appurtenant to the land described in the description.

DATED AT Montreal this 24 day of February 1986.

BANK OF MONTREAL

Per: _____

[Signature]
Vice-President

Per: _____

[Signature]
Assistant Secretary



SCHEDULE "C"

UNIT BOUNDARY MONUMENTATION:

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

THE VERTICAL BOUNDARIES OF A UNIT ARE:

1. The backside surface of the drywall forming exterior walls, walls dividing the units, and walls separating the units from the common element;
2. The backside surface of the drywall forming the load bearing walls on the upper floor of units 31 to 54 inclusive, level 1, and the lower floor of units 1 to 24 inclusive, level 2;
3. The unit-side line and face of the framing studs forming the exterior walls in the garage of units 1 to 30 inclusive, level 1;
4. The unit-side surface of the poured concrete walls in the basement of units 1 to 30 inclusive, level 1 and any unfinished portion of the basement walls for units 31 to 54 inclusive, level 1;
5. The unfinished unit-side surface of all window frames and the unit-side surface of glass panels in a closed position;
6. The unfinished unit-side surface of exterior door frames and all exterior doors in a closed position (includes front garage door for units 1 to 30 inclusive, level 1);
7. The backside surface of metal firebox lining in the vicinity of the fireplace, applicable to units 31, 32, 37, 38, 39, 40, 45, 46, 47, 48, 53 and 54, level 1 and units 1, 2, 7, 8, 9, 10, 15, 16, 17, 18, 23 and 24, level 2.

THE HORIZONTAL BOUNDARIES OF A UNIT ARE:

1. The upper surface of drywall ceiling on the second floor of units 1 to 30 inclusive and the upper floor of units 31 to 54 both inclusive, level 1 and units 1 to 24, level 2;
2. The upper surface of concrete floor slab in the garage portion and basement of units 1 to 30 inclusive, level 1 and on the lower floor of units 31 to 54 inclusive, level 1;
3. The upper line and face of the floor joists on the lower floor of units 1 to 24 inclusive, level 2 and certain portions of the upper floor above the corridor (units 1, 2, 7, 8, 9, 10, 15, 16, 17, 18, 23 and 24, level 2);
4. The lower line and face of the floor joists forming the transition of the ground floor stud wall to the second floor stud wall at front of units 3, 4, 5, 6, 10, 11, 14, 15, 18, 19, 22, 23, 24, 25, 29 and 30, level 1;
5. The unit-side surface of the wood finish in vicinity of the bay window (units 31, 32, 37, 38, 39, 40, 45, 46, 47, 48, 53 and 54);
6. The lower surface of the drywall at the horizontal jog in the unit boundary on the lower floor of units 31 to 54 inclusive, level 1;
7. In the vicinity of the fireplace the plane through the top of the metal firebox liner above the fireplace and the upper line and face of the floor joists beneath the fireplace (applicable to units 31, 32, 37, 38, 39, 40, 45, 46, 47, 48, 53 and 54, level 1 and units 1, 2, 7, 8, 9, 10, 15, 16, 17, 18, 23, 24, level 2);

NOTE: The fireplace on the ground floor of units 1 to 30 inclusive lies wholly within the limit of the unit and is therefore part of such unit.

Notwithstanding the foregoing, a unit shall not include pipes, wires, cables, conduits, ducts, shafts or utility lines used for power, gas, water, heating or drainage which are within any walls, floors or ceilings of the units and which provide service to more than one unit, also a unit shall not include the steel support columns in the basement of units 31 to 54 inclusive, level 1.

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

SURVEYOR'S CERTIFICATE:

I hereby certify that the above-noted unit boundary monumentation Schedule corresponds to the Unit Boundary Description reflected in the cross-sections shown on Part I of the Description.

Dated: FEB. 26, 1986

FARLEY, SMITH AND MURRAY
SURVEYING LTD.


Kenneth G. Murray, O.L.S.

SCHEDULE "D"

ATHANS COURT

Percentage Interest in Common Elements
Percentage Contribution to Common Expenses
Monthly Condominium Fee

UNIT LEVEL % INTEREST &
 % CONTRIBUTION

33	1	1.06138
34	1	1.06138
35	1	1.06138
36	1	1.06138
41	1	1.06138
42	1	1.06138
43	1	1.06137
44	1	1.06137
49	1	1.06137
50	1	1.06137
51	1	1.06137
52	1	1.06137

.....

31	1	1.19981
32	1	1.19981
37	1	1.19981
38	1	1.19981
39	1	1.19981
40	1	1.19981
45	1	1.19982
46	1	1.19982
47	1	1.19982
48	1	1.19982
53	1	1.19982
54	1	1.19982

.....

3	2	1.09214
4	2	1.09214
5	2	1.09214
<u>6</u>	<u>2</u>	<u>1.09214</u>
11	2	1.09214
12	2	1.09214
13	2	1.09214
14	2	1.09214
19	2	1.09214
20	2	1.09214
21	2	1.09214
22	2	1.09214

.....

1	2	1.26134
2	2	1.26134
7	2	1.26134
8	2	1.26134
9	2	1.26134
10	2	1.26134
15	2	1.26134
16	2	1.26135
17	2	1.26135
18	2	1.26135
23	2	1.26135
24	2	1.26135

ATHANS COURT

Percentage Interest in Common Elements
 Percentage Contribution to Common Expenses
 Monthly Condominium Fee

UNIT	LEVEL	% INTEREST & % CONTRIBUTION
2	1	1.44593
5	1	1.44593
8	1	1.44593
11	1	1.44593
12	1	1.44593
15	1	1.44593
18	1	1.44593
19	1	1.44593
22	1	1.44593
25	1	1.44593
26	1	1.44594
29	1	1.44594
1	1	1.51515
3	1	1.51515
4	1	1.51515
6	1	1.51515
7	1	1.51515
9	1	1.51515
10	1	1.51515
13	1	1.51515
14	1	1.51515
16	1	1.51515
17	1	1.51515
20	1	1.51515
21	1	1.51515
23	1	1.51515
24	1	1.51515
27	1	1.51516
28	1	1.51516
30	1	1.51516

SCHEDULE "E"

COMMON EXPENSES

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

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

SCHEDULE "F"

EXCLUSIVE USE OF PARTS OF COMMON ELEMENTS

The owners of Units 1 to 30, Level 1, inclusive, shall have the exclusive use, subject to the provisions of the Declaration, the By-laws of the Corporation and the Rules and Regulations passed pursuant thereto of the driveway adjoining the dwelling unit and designated in the description containing the same as the number of such unit with the letter "D" following such number, all as shown on Part 1, Sheet 3, of the Description filed concurrently herewith.

Exclusive Use Patio

The owners of Units 31 to 54, Level 1, inclusive, shall have the exclusive use subject to the provisions of the Declaration, the By-laws of the Corporation and the Rules and Regulations passed pursuant thereto of a yard or patio area adjoining the dwelling unit being numerically designated and with the letter "R" following such number, all as illustrated on Part I, Sheet 3 of the Description and as allocated on Page 2.

Exclusive Use Balconies

The owners of Units 31 to 54, Level 1, and Units 1 to 24, Level 2, inclusive, which have sole and direct access to any balcony adjoining such units shall have the exclusive use thereto subject to the provisions of the Declaration, the By-laws of the Corporation and the Rules and Regulations passed pursuant thereto.

Exclusive Use Parking

The owners of Units 31 to 54, Level 1, and Units 1 to 24, Level 2, inclusive, shall have the exclusive use subject to the provisions of the Declaration, the By-laws of the Corporation and the Rules and Regulations passed pursuant thereto of a parking space as illustrated on Part 1, Sheet 3 of the Description and as allocated on Page 2.

ALLOCATION

UNIT	LEVEL	EXCLUSIVE USE	UNIT	LEVEL	EXCLUSIVE USE
31	1	1 - P	1	2	3 - P
32	1	2 - P	2	2	4 - P
33	1	5 - P	3	2	7 - P
34	1	6 - P	4	2	8 - P
35	1	9 - P	5	2	11 - P
36	1	10 - P	6	2	12 - P
37	1	13 - P	7	2	15 - P
38	1	14 - P	8	2	16 - P
39	1	17 - P	9	2	19 - P
40	1	18 - P	10	2	20 - P
41	1	21 - P	11	2	23 - P
42	1	22 - P	12	2	24 - P
43	1	25 - P	13	2	27 - P
44	1	26 - P	14	2	28 - P
45	1	29 - P	15	2	31 - P
46	1	30 - P	16	2	32 - P
47	1	33 - P	17	2	34 - P
48	1	35 - P	18	2	37 - P
49	1	36 - P	19	2	38 - P
50	1	39 - P	20	2	41 - P
51	1	40 - P	21	2	43 - P
52	1	42 - P	22	2	44 - P
53	1	45 - P	23	2	47 - P
54	1	46 - P	24	2	48 - P
31	1	1 - R			
32	1	2 - R			
33	1	3 - R			
34	1	4 - R			
35	1	5 - R			
36	1	6 - R			
37	1	7 - R			
38	1	8 - R			
39	1	9 - R			
40	1	10 - R			
41	1	11 - R			
42	1	12 - R			
43	1	13 - R			
44	1	14 - R			
45	1	15 - R			
46	1	16 - R			
47	1	17 - R			
48	1	18 - R			
49	1	19 - R			
50	1	20 - R			
51	1	21 - R			
52	1	22 - R			
53	1	23 - R			
54	1	24 - R			