

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of the Condominium Act, R.S.O. 1980, and the regulations made thereunder (all of which are hereinafter referred to as the "Act"),
BY:

HOLLAND CROSS DEVELOPMENTS INC.

(hereinafter called the "Declarant")

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

AND WHEREAS the Declarant has constructed a building upon the said lands containing 273 dwelling units, being units 1 to 16, level 1, units 1 to 34, level 2, and units 1 to 32, level 3, 4, 5, 6, 7 and 9 and units 1 to 31, level 8, and 185 parking units, being units 17 to 201, level 1.

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

AND WHEREAS the Declarant is the owner of certain adjacent lands described in Schedule 2 hereto (the "Adjacent Lands") on which it intends to construct the second phase of the development which is intended to be declared as a separate condominium (the "Proposed Condominium");

NOW THEREFORE THE DECLARANT DECLARES AS FOLLOWS:

ARTICLE I

INTRODUCTORY

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.
2. Statement of intention - The Declarant intends that the lands and interests appurtenant to the lands described in Schedule "A" be governed by the Act, and any amendments thereto.
3. Consent of mortgagees - 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" attached hereto.
4. Boundaries of units and monuments - The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of units in Schedule "C" attached hereto.
5. Common 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%).
6. Address for service and mailing address of the corporation - The corporation's address for service shall be 52 Concord Street North, Ottawa, Ontario, or such other address as the corporation may by resolution of the board determine, and the mailing address of the corporation shall be 52 Concord Street North, Ottawa, Ontario K1S 0Y6.

Be it enacted as By-law No. 2 of CARLETON CONDOMINIUM CORPORATION NO. 476 (the "Corporation") as follows:

The President of the Corporation is hereby authorized to enter into the following agreements on behalf of the Corporation and affix the corporate seal as required:

1. Insurance Trust Agreement in favour of National Trust Company;
2. Management Agreement in favour of D.E. Wilson Management Ltd.; and
3. Reciprocal Agreement with Holland Cross Developments Inc., National Trust Company and The Bank of Nova Scotia.

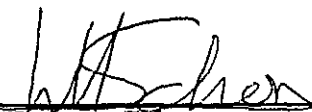
The foregoing By-law is hereby passed by the Directors of the Corporation pursuant to the Condominium Act of Ontario as evidenced by the respective signatures hereto of all the Directors.

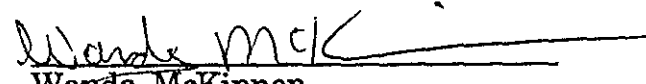
DATED this 17th day of November, 1989.


Robert W. Wright


David K. Donaldson


Darlene Mather


Warren Schou

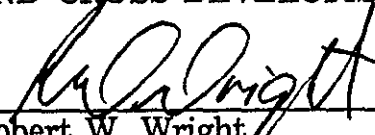

Wanda McKinnon

The undersigned which owns one hundred per cent (100%) of the units hereby confirms the foregoing By-law.

DATED this 17th day of November, 1989.

HOLLAND CROSS DEVELOPMENTS INC.

Per:


Robert W. Wright
Authorized Signing Officer

ARTICLE II
COMMON EXPENSES

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

ARTICLE III
UNITS

1. 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 for residential purposes and for no other purpose, but 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. Each parking unit shall be used for the parking of one (1) motor vehicle and for storage purposes and for no other purpose.
 - c. A parking unit shall not be conveyed to anyone other than:
 - i. a dwelling unit owner in the property or in the Proposed Condominium;
 - ii. the owner of the Adjacent Lands;
 - iii. the Condominium Corporation; or
 - iv. the declarant or condominium corporation(s) of the Proposed Condominium.
 - d. A parking unit shall not be occupied or used by anyone other than:
 - i. a dwelling unit owner in the property or in the Proposed Condominium;
 - ii. the owner of the Adjacent Lands;
 - iii. the Condominium Corporation;
 - iv. the declarant or condominium corporation(s) of the Proposed Condominium; or
 - v. an authorized visitor of any of the aforesaid persons.
 - e. 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. 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.

- f. The owner of each unit shall comply and shall require all residents and visitors to his unit to comply with the Act, the declaration, the by-laws and the rules.
- g. No boundary wall, load-bearing partition wall, floor, door or window, toilet, bathtub, wash basin, sink, heating, air-conditioning, 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 board; but the provisions of this subparagraph shall not require any owner to obtain the consent of the board for the purpose of painting or decorating, including the alteration of the surface on any wall, floor or ceiling which is within any unit and not visible from the exterior. That part of drapes, blinds and window coverings of any kind which are visible from the exterior shall be white or off-white, unless otherwise authorized in writing by the Board. The inside surface of windows and glass doors visible from the exterior, shall remain clear and no colour of sun screen or laminate shall be applied or affixed thereto, unless otherwise authorized in writing by the Board.
- h. No owner shall revise or repair any fixture, or item within the unit, that is directly connected to the common elements of the building without utilizing the services of a mechanic, licenced in the City of Ottawa, to perform the type of work being revised or repaired. This is intended to include work to the plumbing fixtures directly connected to the building's water mains or drainage system, or electrical work that may affect power lines beyond the individual suite panel.
- i. No animal, livestock, or fowl of any kind other than:
 - i. a "dog guide" as defined by The Blind Persons' Rights Act; or
 - ii. a pet, being one dog; one cat; caged birds except for pigeons; tropical fish; and small caged animals usually considered to be pets shall be kept or allowed in any unit.

No animal, which is deemed by the board, 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 requesting the removal of such animal, permanently remove such animal from the property. No breeding of animals for sale shall be carried on, in or around any unit.
- j. No noise shall be permitted to be transmitted from one unit to another. If the board determines that any noise is being transmitted to another unit and that such noise is an annoyance and/or a nuisance and/or disruptive (regardless of whether that unit is below or wherever situated in relation to the offending unit), then the owner of such unit shall at his own expense take such steps as shall be necessary to abate such noise to the satisfaction of the board. If the owner of such unit fails to abate the noise, the board shall take such steps as shall be necessary to abate the noise and the unit owner shall be liable to the corporation for all expenses incurred by the corporation in abating the noise, which expenses are to include reasonable solicitor's fees.
- k. No sign, advertisement or notice of any type visible from the exterior of the unit, shall be inscribed, painted, affixed or displayed in any part of the unit without the prior written consent of the board.

2. Rights of entry to the unit -

- 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, 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.

- 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, 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.
- c. 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 damages by reason thereof provided that they exercise reasonable care.
- d. The corporation shall retain the means of opening all locks to each unit, including the combination to any combination locking system. No owner shall change any lock or the combination thereof or place any additional locks or locking devices on the doors to any unit or to any part of the common elements of which such owner has the exclusive use, without immediately providing to the corporation the means of opening such lock or locking device.
- e. 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.

ARTICLE IV

COMMON ELEMENTS

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.
2. Exclusive use of parts of common elements - Subject to compliance with the Act, the declaration, by-laws and rules passed pursuant to the Act, unit owners shall have the exclusive use of those parts of the common elements as set out in Schedule "F". The exclusive use of those parts of the common elements designated as storage lockers shall be used for storage purposes only and for no other purpose.
3. 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 including those parts of the common elements over which he has exclusive use, used from time to time as utilities areas, building maintenance storage areas, offices of the Manager, Concierge or Service Director (if any), operating machinery, including window washing equipment, or any other parts of the common elements used for the care, maintenance, or operation of the property. This paragraph shall not apply to any first mortgagee holding mortgages on at least ten percent (10%) of the units, who shall have right of access for inspection upon forty-eight (48) hours' notice to the building manager.

4. Additions, alterations and improvements -

- a. 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.
- b. 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.

5. Animals - No animals, livestock, or fowl or any kind other than:

- a. a "dog guide" as defined by The Blind Persons' Rights Act; or
- b. a pet, being one dog; one cat; caged birds except for pigeons; tropical fish; and small caged animals usually considered to be pets shall be kept or allowed upon the common elements, unless being carried or on a leash excluding those parts thereof, of which any owner has the exclusive use.

No animal that is deemed by the board in its absolute discretion to be a nuisance shall be kept by an owner upon the common elements. Such owner shall, within two (2) weeks of receipt of a written notice from the board requesting removal of such animal, permanently remove such animal from the property. An owner shall immediately pick up and dispose of all droppings of his pet. No animal will be permitted on such parts of the common elements as may be designated from time to time by the board or the Manager.

ARTICLE V

MAINTENANCE AND REPAIRS

1. Owner's obligations - Each owner shall maintain his dwelling unit and those parts of the common elements designated for his exclusive use and, subject to the provisions of the declaration and Section 42 of the Act, each owner shall repair his dwelling 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 owner or by those for whom he is in law responsible, or caused by the failure of the owner to maintain and repair as aforesaid.
2. Corporation's obligations - The corporation shall maintain and repair the parking units and the common elements (except for those parts of the common elements designated for the exclusive use of an owner which are required to be maintained by an owner as set out in Article V(1)) and shall repair and maintain all doors which provide the means of ingress to and egress from a unit, and 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 or windows are part of a unit or part of the common elements.

ARTICLE VI

INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

1. Insurance trust agreement - 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 to those entitled thereto pursuant to the provisions of the Insurance Trust Agreement; and
- d. the notification by the Insurance Trustee to the mortgagees of any insurance monies 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-law at a meeting called for that purpose. The corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a common expense.

2. Insurance proceeds - 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 in accordance with the provisions of the Act, and 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 twenty-five percent (25%) of the building, or
 - ii. determines that there has been substantial damage to twenty-five percent (25%) of the building and within sixty (60) days thereafter the owners who own eighty percent (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 VII

INSURANCE

1. By the corporation - 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. and 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 for 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 Two Million Dollars (\$2,000,000.00) 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.
2. General Provisions -
 - a. Prior to the obtaining by anyone other than the declarant, of any policy of insurance under paragraph 1(a) and (b) 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.
 - b. 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.

- c. 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 first mortgagee requesting same; 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 first mortgagee requesting same, 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.
 - d. 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.
3. By the owner - It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the corporation and that the following insurance or any other insurance, 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 or his exclusive use common elements and his personal property and chattels kept 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 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 corporation.

ARTICLE VIII

MISCELLANEOUS

1. Invalidity - The invalidity of any part of this declaration shall not impair or affect in any manner the validity and enforceability of effect of the balance thereof.


2. Gender - The use of the masculine gender in this declaration shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires.

DATED at Ottawa this day of , 1989.

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

HOLLAND CROSS DEVELOPMENTS INC.

Per:



Robert W. Wright
Authorized Signing Officer

SCHEDULE "A"

In the City of Ottawa, in the Regional Municipality of Ottawa-Carleton and being composed of Lots 1486, 1488, 1490 and 1492, and part of Lots 1313, 1315, 1317, 1319, 1321, 1323, 1482, 1484, 1494, 1496, 1507, 1509, 1511, 1513, 1515, 1517, 1519 and 1521 and part of Hinton Avenue (closed by Judge's Order, Instrument No 158315) according to Plan 157 registered in the Land Registry Office for the Registry Division Ottawa-Carleton and designated as PARTS 1 to 17, both inclusive, on Reference Plan 4R-6978 deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4);

Subject to an easement in favour of Ottawa Cablevision Limited, its successors and assigns, over the whole of the said lands, as set forth in Instrument No. 629665;

Reserving a right-of-way over, upon and across the common elements on Levels A, 1 and 2 of the common elements in favour of the owners from time to time of the lands and premises described in Schedules 1, 2 and 3 hereto for the purposes of maintaining, constructing, reconstructing, replacing, restoring and repairing the wires, ducts, pipes, conduits, shafts, structures, flues and other such apparatus housing or supplying services to the said lands and premises described in Schedules 1, 2 and 3 hereto, respectively;

Reserving a right-of-way over, upon and across parts of said Lots 1315, 1317, 1319, 1321, 1482, 1484, 1486, 1490, 1492, 1494, 1507, 1511, 1513, 1515, 1517 and 1521 and part of said Hinton Avenue, designated as PARTS 10, 11, 12, 14, 15, 16 and 17, on said Reference Plan 4R-6978 in favour of the owners from time to time of the lands and premises described in Schedule 1 hereto for the purpose of emergency egress from the said lands and premises described in Schedule 1 hereto;

Reserving a right-of-way over, upon and across part of said Hinton Avenue designated as PART 2 on said Plan 4R-6978 and part of said Lots 1313, 1317, 1319, 1321, 1323, 1486, 1488, 1490, 1492, 1494, 1511, 1513, 1515, 1517 and 1519 and part of said Hinton Avenue, designated as PART 3 on said Plan 4R-6978 in favour of the owners from time to time of the lands and premises described in Schedule 2 hereto for the purpose of providing vehicular and pedestrian access to and from the said lands and premises described in Schedule 2 hereto;

Reserving a right-of-way over, upon and across part of said Lots 1482 and 1507 designated as PART 11 on said Plan 4R-6978 in favour of the owners from time to time of the lands and premises described in Schedule 3 hereto for the purpose of providing vehicular and pedestrian access to and from the said lands and premises described in Schedule 3 hereto;

Together with a right-of-way over, upon and across parts of said Lots 1311, 1313, 1315, 1317, 1319, 1321, 1323, 1482, 1484, 1486, 1488, 1490, 1492, 1494, 1496, 1507, 1509, 1511, 1513, 1515, 1517, 1519 and 1521 and part of said Hinton Avenue, designated as PARTS 18, 19 and 21, on said Reference Plan 4R-6978 for the purposes of maintaining, constructing, reconstructing, replacing, restoring and repairing the wires, ducts, pipes, conduits, shafts, structures, flues and other such apparatus housing or supplying services to the lands and premises described herein;

Together with a right-of-way over, upon and across parts of said Lots 1311, 1313, 1315, 1482, 1484 and 1486 and part of said Hinton Avenue, designated as PARTS 18 and 19, on said Reference Plan 4R-6978 for the purposes of emergency egress from Levels 1 and 2 of the common elements;

Together with the right, license, liberty, privilege and easement on, over, across, under and through part of said Lots 1312 and 1521, on Plan 157, designated as PARTS 3 and 5 on Reference Plan 4R-6647, as set forth in Instrument No. 618551;

Together with a right of ingress and egress over part of said Lots 1312 and 1521, on Plan 157, designated as PARTS 3 and 5 on Reference Plan 4R-6647, as set forth in Instrument No. 618551;

being part of Parcel 1294-1 in the Register for Section 157.

Page 11

SCHEDULE 1

ALL AND SINGULAR those parcels or tracts of land and premises situate, lying and being in the City of Ottawa in the Regional Municipality of Ottawa-Carleton and

BEING COMPOSED OF

"FIRSTLY" - those portions of Lots 1290, 1292, 1303 and 1305 together with part of Hinton Avenue North (formerly known as Hinton Avenue), closed by By-Law 43-87 registered in the Registry Office for the Registry Division of Ottawa-Carleton (N^o 5) as Instrument N^o N377891, and part of Bullman Street, closed by By-Law 45-87, registered in the said Registry Office as Instrument N^o N377892, all according to a plan of subdivision registered in the said Registry Office as N^o 157, together with part of Lots 3 and 4 on the north side of Bullman Street (formerly known as Fourth Avenue) and part of Bullman Street, closed by said By-Law 45-87, all according to a plan of subdivision registered in the said Registry Office as N^o 58, and designated as PARTS 3, 5 and 12 on a reference plan deposited in the Land Titles Office for the Land Titles Division of Ottawa-Carleton (N^o 4) as Plan 4R-6192;

"SECONDLY" - those portions of Lots 1497 and 1499 according to said Registered Plan N^o 157, designated as PART 1 on said Reference Plan 4R-6192;

"THIRDLY" - those portions of Lots 1311, 1313, 1315, 1317, 1319, 1321, 1323, 1482, 1484, 1486, 1488, 1490, 1492, 1494, 1496, 1507, 1509, 1511, 1513, 1515, 1517, 1519, 1521 and part of Hinton Avenue (closed by Judge's Order registered in the said Registry Office as Instrument N^o 158315), all according to said Registered Plan N^o 157, and designated as PARTS 19 and 21 on a reference plan deposited in the said Land Titles Office as N^o 4R-6978;

"FOURTHLY" - Those portions of Lots 1294, 1296, 1298, 1300, 1302, 1304, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1315, 1317, 1319, 1321, 1323, 1325, 1468A, 1470, 1472, 1474, 1476, 1478, 1480, 1482, 1484, 1486, 1488, 1490, 1492, 1493, 1494, 1495, 1496, 1497, 1501, 1503, 1505, 1507, 1509, 1511, 1513, 1515, 1517, 1519, 1521, together with part of Hinton Avenue (closed by Judge's Order registered in the said Registry Office as Instrument N^o 158315), all according to said Registered Plan N^o 157, and designated as PARTS 1 and 14 on a reference plan deposited in the said Land Titles Office as N^o 4R-6040;

SAVING AND EXCEPTING thereout and therefrom those portions of Lots 1311, 1313, 1315, 1317, 1319, 1321, 1323, 1482, 1484, 1486, 1488, 1490, 1492, 1494, 1496, 1507, 1509, 1511, 1513, 1515, 1517, 1519, 1521 and part of Hinton Avenue (closed by Judge's Order registered in the said Registry Office as Instrument N^o 158315), all according to said Registered Plan N^o 157, and designated as PARTS 19 and 21 on a reference plan deposited in the said Land Titles Office as N^o 4R-6978;

SCHEDULE 2

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Ottawa, in the Regional Municipality of Ottawa-Carleton and

BEING COMPOSED OF those portions of Lots 1298, 1300, 1302, 1304, 1306, 1308, 1310, 1311, 1312, 1313, 1315, 1317, 1319, 1321, 1323, 1325, 1482, 1484, 1486, 1488, 1490, 1492, 1494, 1496, 1507, 1509, 1511, 1513, 1515, 1517, 1519, 1521 and part of Hinton Avenue (closed by Judge's Order registered in the Registry Office for the Registry Division of Ottawa-Carleton (N^o 5) as Instrument N^o 158315), all according to a plan of subdivision registered in the said Registry Office as N^o 157, and designated as PARTS 2, 5, 13, 15, 16 and 17 on a reference plan deposited in the Land Titles Office for the Land Titles Division of Ottawa-Carleton (N^o 4) as Plan 4R-6040;

SAVE AND EXCEPTING thereout and therefrom those portions of Lots 1313, 1315, 1317, 1319, 1321, 1323, 1482, 1484, 1486, 1488, 1490, 1492, 1494, 1496, 1507, 1509, 1511, 1513, 1515, 1517, 1519, 1521 and part of Hinton Avenue (closed by Judge's Order Instrument N^o 158315), all according to said Registered Plan N^o 157, and designated as PARTS 1 to 18, both inclusive, on a reference plan deposited in the said Land Titles Office as 4R-6978;

SCHEDULE 3

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Ottawa in the Regional Municipality of Ottawa-Carleton and

BEING COMPOSED OF those portions of Lots 1311, 1313, 1315, 1482, 1484, 1486 and part of Hinton Avenue (closed by Judge's Order registered in the Registry Office for the Registry Division of Ottawa-Carleton (Nº 5) as Instrument Nº 158315), all according to a plan of subdivision registered in the said Registry Office as Nº 157 and designated as PART 18 on a reference plan deposited in the Land Titles Office for the Land Titles Division of Ottawa-Carleton (Nº 4) as Plan 4R-6978 ;

SCHEDULE "B"

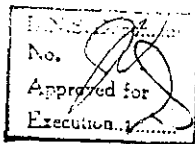
CONSENT OF MORTGAGEE
PURSUANT TO CLAUSE 3(1)(b) OF THE ACT

THE BANK OF NOVA SCOTIA, having a registered charge within the meaning of Clause 3(1)(b) of the Condominium Act, registered as number 541972 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton, hereby consents to the registration of this declaration pursuant to the Condominium Act against the land and interest appurtenant to the land described in the description.

Recitals re Power of Attorney

1. Power of Attorney registered on February 2, 1989 as Instrument No. 601018 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4).
2. The attorney states that to the best of the attorney's knowledge and belief the Power of Attorney is still in full force and effect.
3. The attorney states that the attorney is at the time of execution of this instrument the holder of the office referred to below.

DATED AT Toronto this 13th day of July, 1989.



2779/89

BANK OF NOVA SCOTIA
by its attorney

PER: _____

Wayne Allan Hickey
WAYNE ALLAN HICKEY
Assistant General Manager

SCHEDULE "B"

CONSENT OF MORTGAGEE
PURSUANT TO CLAUSE 3(1)(b) OF THE ACT

NATIONAL TRUST COMPANY, having a registered charge within the meaning of Clause 3(1)(b) of the Condominium Act, registered as number 541973 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton, hereby consents to the registration of this declaration pursuant to the Condominium Act against the land and interest appurtenant to the land described in the description.

DATED AT TORONTO this 16th day of June, 1989.

NATIONAL TRUST COMPANY

PER: [Signature] **ELFE HENDERSON**
ASSISTANT VICE-PRESIDENT
INVESTOR MORTGAGE SERVICE

PER: [Signature]
R. S. HAMILTON
VICE-PRESIDENT - COMMERCIAL MORTGAGE LENDING

APPROVED
FOR EXECUTION
BY ACT. CO.
[Signature]

SCHEDULE "C"

BOUNDARIES OF UNITS

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

The Dwelling Units

1. The Horizontal Boundaries are:

- (a) The lower limit is the upper unfinished surface of the concrete floor slab beneath the Unit;
- (b) The upper limit is the plane established and determined by measurement and illustrated on Sheet 1 of Part 1 of the Description.

2. The Vertical Boundaries are:

- (a) The backside surface of the drywall on the exterior walls of each Unit and on walls separating units from other units and the common elements;
- (b) In the vicinity of the structural columns, all of which shall not form part of the Unit, the backside surface of the drywall surrounding such column;
- (c) In the vicinity of pipe and duct chases, all of which shall not form part of the Unit, the backside surface of the drywall surrounding such chase;
- (d) In the vicinity of the windows and exterior doors, the unfinished interior surfaces of the windows and doors in closed position, the inner or Unit-side surface of the glass contained therein and the unfinished interior surface of the window and door frames.

The Parking Units (Units 17 to 201, Level 1)

1. The Horizontal Boundaries are:

- (a) The lower limit is the upper unfinished surface of the concrete slab beneath the Unit;
- (b) The upper limit is the plane defined by measurement.

2. The Vertical Boundaries are:

- (a) In the vicinity of the concrete block walls, concrete walls and concrete columns, all of which shall not form part of the Unit, the unitside surface of the wall or column;
- (b) In the vicinity of drywall walls, the unfinished backside surface of the drywall;
- (c) Vertical planes between horizontal boundaries set out as follows, namely:
 - i) the plane created by the production of the face of concrete and concrete block walls;
 - ii) the plane created by joining the centres of concrete columns and the production of such planes;

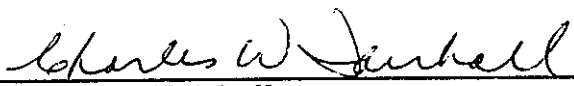
- iii) the plane established and determined by measurements from the aforesaid concrete walls and columns and illustrated on SHEET 1 of PART 1 of the description.

Notwithstanding anything contained herein to the contrary, no Unit includes those pipes, wires, cables, conduits, ducts and shafts passing through the Units described above to service another Unit or Units other than Common Elements and the Unit shall not include the vertical fan coil apparatus servicing each individual unit. The Unit shall include those pipes, wires, cables, conduits, ducts and shafts which are appurtenant only to each particular Unit and only to the extent that they lie within the Unit boundaries described above.

SURVEYOR'S CERTIFICATE

I hereby certify that the above-noted Unit boundaries correspond to the Unit boundaries reflected on the plans and in the cross-sections shown on Sheets 1, 2, of Part 1 of the description.

DATED AT OTTAWA this 18th day of October, 1989.



Charles W. Fairhall
Ontario Land Surveyor

SCHEDULE "D"

PROPORTIONS OF INTERESTS AND CONTRIBUTIONS

UNIT	LEVEL	PERCENTAGE OF CONTRIBUTION TO COMMON EXPENSES AND OF COMMON INTEREST
1	1	.50022
2	1	.35386
3	1	.39334
4	1	.39334
5	1	.55607
6	1	.36012
7	1	.36012
8	1	.34568
9	1	.42945
10	1	.48482
11	1	.36012
12	1	.36012
13	1	.36012
14	1	.36012
15	1	.36012
16	1	.55607
17 to 201, incl.	1	.00500 each
1	2	.31872
2	2	.46315
3	2	.50263
4	2	.26383
5	2	.45400
6	2	.44534
7	2	.36012
8	2	.36012
9	2	.36012
10	2	.35434
11	2	.29946
12	2	.39816
13	2	.29031
14	2	.37168
15	2	.37456
16	2	.29031
17	2	.36108
18	2	.49252
19	2	.52478
20	2	.36012
21	2	.34568
22	2	.42945
23	2	.48482
24	2	.36012
25	2	.36012
26	2	.36012
27	2	.36012
28	2	.52478
29	2	.49252
30	2	.44100
31	2	.29031
32	2	.26383
33	2	.26383
34	2	.37168

1	3	.31872
2	3	.46315
3	3	.50263
4	3	.26383
5	3	.26383
6	3	.51178
7	3	.26383
8	3	.26383
9	3	.26383
10	3	.50263
11	3	.46315
12	3	.34520
13	3	.37168
14	3	.37456
15	3	.34712
16	3	.44100
17	3	.38130
18	3	.38371
19	3	.26383
20	3	.37119
21	3	.34279
22	3	.41645
23	3	.26383
24	3	.26383
25	3	.26383
26	3	.38371
27	3	.38130
28	3	.44100
29	3	.34712
30	3	.26383
31	3	.26383
32	3	.37168

1	4	.31872
2	4	.46315
3	4	.50263
4	4	.26383
5	4	.26383
6	4	.51178
7	4	.26383
8	4	.26383
9	4	.26383
10	4	.50263
11	4	.46315
12	4	.34520
13	4	.37168
14	4	.37456
15	4	.34712
16	4	.44100
17	4	.38130
18	4	.38371
19	4	.26383
20	4	.37119
21	4	.34279
22	4	.41645
23	4	.26383
24	4	.26383
25	4	.26383
26	4	.38371
27	4	.38130
28	4	.44100
29	4	.34712

30	4	.26383
31	4	.26383
32	4	.37168
1	5	.31872
2	5	.46315
3	5	.50263
4	5	.26383
5	5	.26383
6	5	.51178
7	5	.26383
8	5	.26383
9	5	.26383
10	5	.50263
11	5	.46315
12	5	.34520
13	5	.37168
14	5	.37456
15	5	.34712
16	5	.44100
17	5	.38130
18	5	.38371
19	5	.26383
20	5	.37119
21	5	.34279
22	5	.41645
23	5	.26383
24	5	.26383
25	5	.26383
26	5	.38371
27	5	.38130
28	5	.44100
29	5	.34712
30	5	.26383
31	5	.26383
32	5	.37168
1	6	.31872
2	6	.46315
3	6	.50263
4	6	.26383
5	6	.26383
6	6	.51178
7	6	.26383
8	6	.26383
9	6	.26383
10	6	.50263
11	6	.46315
12	6	.34520
13	6	.37168
14	6	.37456
15	6	.34712
16	6	.44100
17	6	.38130
18	6	.38371
19	6	.26383
20	6	.37119
21	6	.34279
22	6	.41645
23	6	.26383
24	6	.26383
25	6	.26383

26	6	.38371
27	6	.38130
28	6	.44100
29	6	.34712
30	6	.26383
31	6	.26383
32	6	.37168

1	7	.31872
2	7	.46315
3	7	.50263
4	7	.26383
5	7	.26383
6	7	.51178
7	7	.26383
8	7	.26383
9	7	.26383
10	7	.50263
11	7	.46315
12	7	.34520
13	7	.37168
14	7	.37456
15	7	.34712
16	7	.44100
17	7	.38130
18	7	.38371
19	7	.26383
20	7	.37119
21	7	.34279
22	7	.41645
23	7	.26383
24	7	.26383
25	7	.26383
26	7	.38371
27	7	.38130
28	7	.44100
29	7	.34712
30	7	.26383
31	7	.26383
32	7	.37168

1	8	.31872
2	8	.46315
3	8	.50263
4	8	.26383
5	8	.26383
6	8	.51178
7	8	.26383
8	8	.26383
9	8	.26383
10	8	.50263
11	8	.46315
12	8	.34520
13	8	.37168
14	8	.37456
15	8	.34712
16	8	.44100
17	8	.38130
18	8	.38371
19	8	.26383
20	8	.37119
21	8	.34279

22	8	.41645
23	8	.26383
24	8	.26383
25	8	.26383
26	8	.38371
27	8	.82230
28	8	.34712
29	8	.26383
30	8	.26383
31	8	.37168
1	9	.31872
2	9	.46315
3	9	.50263
4	9	.26383
5	9	.26383
6	9	.51178
7	9	.26383
8	9	.26383
9	9	.26383
10	9	.50263
11	9	.46315
12	9	.34520
13	9	.37168
14	9	.37456
15	9	.34712
16	9	.44100
17	9	.38130
18	9	.38371
19	9	.26383
20	9	.37119
21	9	.34279
22	9	.41645
23	9	.26383
24	9	.26383
25	9	.26383
26	9	.38371
27	9	.38130
28	9	.44100
29	9	.34712
30	9	.26383
31	9	.26383
32	9	.37126

TOTAL:

100.00000%

The Declarant hereby confirms that all Units are included in the above schedule and that the percentages set forth therein total 100.00000%

HOLLAND CROSS DEVELOPMENTS ^{INC} LIMITED

Per:

Robert W. Wright
Robert W. Wright - Authorized Signing Officer

SCHEDULE "E"

COMMON EXPENSES

Common expenses, without limiting the definition ascribed thereto, shall include the following:

- a) all sums of money levied against or charged to the Corporation on account of any and all public and private supplier of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges for:
 - insurance premiums
 - water and sewage, electricity and gas, 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 taxes are levied against each unit
 - waste disposal
 - management fees;
- c) remuneration payable by the Corporation to any 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;
- 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 condominium property, including the amenities and any property for which a cost sharing agreement is entered into by the condominium with one or more adjoining land owners.

SCHEDULE "F"

The owner of a unit shall have exclusive use of any balcony to which his unit gives sole and direct access, subject to the provisions of the Declaration, By-Laws and Rules and Regulations of the Corporation, and subject to the right of entry in favour of the Corporation to those areas of the exclusive use portions of the common elements which may be necessary to permit repairs or maintenance thereto or to give access to the utility and service areas adjacent thereto.

The owner of the following units shall have exclusive use of the patios set opposite their respective unit number, as set forth on Part 1, Sheets 9 and 10 of the description:

<u>DWELLING UNIT</u>		<u>EXCLUSIVE USE PORTION</u>	
<u>Unit</u>	<u>Level</u>		<u>Level</u>
1	1	P-1	1
2	1	P-2	1
3	1	P-3	1
4	1	P-4	1
5	1	P-5	1
6	1	P-6	1
7	1	P-7	1
8	1	P-8	1
9	1	P-9	1
10	1	P-10	1
11	1	P-11	1
12	1	P-12	1
13	1	P-13	1
14	1	P-14	1
15	1	P-15	1
16	1	P-16	1
1	2	P-2	2
2	2	P-1	2
12	2	P-5	2
13	2	P-4	2
14	2	P-3	2
15	2	P-8	2
16	2	P-7	2
17	2	P-6	2
30	2	P-13	2
31	2	P-12	2
32	2	P-11	2
33	2	P-10	2
34	2	P-9	2

The owner of the following units shall have exclusive use of the storage spaces set opposite their respective unit number, as set forth on Part 1, Sheets 7 and 8 of the description:

DWELLING UNITEXCLUSIVE USE PORTION

<u>Unit</u>	<u>Level</u>		<u>Level</u>
1	1	S-22	1
2	1	S-23	1
3	1	S-24	1
4	1	S-25	1
5	1	S-7	1
6	1	S-5	1
7	1	S-3	1
8	1	S-1	1
9	1	S-2	1
10	1	S-4	1
11	1	S-6	1
12	1	S-8	1
13	1	S-22	A
14	1	S-23	A
15	1	S-24	A
16	1	S-25	A
1	2	S-85	1
2	2	S-88	1
3	2	S-89	1
4	2	S-87	1
5	2	S-80	1
6	2	S-100	1
7	2	S-58	1
8	2	S-39	1
9	2	S-40	1
10	2	S-94	1
11	2	S-73	1
12	2	S-35	1
13	2	S-38	1
14	2	S-86	1
15	2	S-105	A
16	2	S-51	A
17	2	S-9	A
18	2	S-32	A
18	2	S-149	A
19	2	S-118	A
20	2	S-109	A
21	2	S-156	A
22	2	S-151	A
23	2	S-44	A
24	2	S-54	A
25	2	S-47	A
26	2	S-143	A
27	2	S-103	A
28	2	S-46	A
29	2	S-148	A
30	2	S-111	A
31	2	S-108	A
32	2	S-50	A
33	2	S-110	A
34	2	S-117	A

1	3	S-112	1
2	3	S-65	1
3	3	S-111	1
4	3	S-14	1
5	3	S-56	1
6	3	S-42	1
7	3	S-37	1
8	3	S-96	1
9	3	S-19	1
10	3	S-81	1
11	3	S-108	1
12	3	S-109	1
13	3	S-92	1
14	3	S-4	A
15	3	S-142	A
16	3	S-52	A
17	3	S-56	A
18	3	S-55	A
19	3	S-37	A
20	3	S-153	A
21	3	S-43	A
22	3	S-60	A
23	3	S-30	A
24	3	S-125	A
25	3	S-89	A
26	3	S-135	A
27	3	S-146	A
28	3	S-134	A
29	3	S-141	A
30	3	S-53	A
31	3	S-150	A
32	3	S-144	A

1	4	S-78	1
2	4	S-69	1
3	4	S-90	1
4	4	S-31	1
5	4	S-82	1
6	4	S-28	1
7	4	S-9	1
8	4	S-97	1
9	4	S-51	1
10	4	S-32	1
11	4	S-34	1
12	4	S-71	1
13	4	S-110	1
14	4	S-48	A
15	4	S-49	A
16	4	S-41	A
17	4	S-140	A
18	4	S-91	A
19	4	S-133	A
20	4	S-76	A
21	4	S-27	A
22	4	S-6	A
23	4	S-63	A
24	4	S-13	A
25	4	S-114	A
26	4	S-115	A
27	4	S-106	A

28	4	S-138	A
29	4	S-123	A
30	4	S-93	A
31	4	S-145	A
32	4	S-61	A

1	5	S-83	1
2	5	S-46	1
3	5	S-36	1
4	5	S-20	1
5	5	S-93	1
6	5	S-116	1
7	5	S-84	1
8	5	S-47	1
9	5	S-29	1
10	5	S-49	1
11	5	S-27	1
12	5	S-50	1
13	5	S-48	1
14	5	S-139	A
15	5	S-40	A
16	5	S-35	A
17	5	S-42	A
18	5	S-92	A
19	5	S-38	A
20	5	S-64	A
21	5	S-67	A
22	5	S-98	A
23	5	S-75	A
24	5	S-29	A
25	5	S-26	A
26	5	S-39	A
27	5	S-90	A
28	5	S-132	A
29	5	S-78	A
30	5	S-12	A
31	5	S-71	A
32	5	S-73	A

1	6	S-79	1
2	6	S-26	1
3	6	S-67	1
4	6	S-13	1
5	6	S-18	1
6	6	S-15	1
7	6	S-53	1
8	6	S-55	1
9	6	S-61	1
10	6	S-44	1
11	6	S-10	1
12	6	S-74	1
13	6	S-76	1
14	6	S-2	A
15	6	S-95	A
16	6	S-122	A
17	6	S-147	A
18	6	S-57	A
19	6	S-99	A
20	6	S-68	A
21	6	S-62	A

22 6
23 6
24 6
25 6
26 6
27 6
28 6
29 6
30 6
31 6
32 6

S-130 A
S-86 A
S-82 A
S-83 A
S-137 A
S-126 A
S-129 A
S-74 A
S-80 A
S-70 A
S-113 A

1 7
2 7
3 7
4 7
5 7
6 7
7 7
8 7
9 7
10 7
11 7
12 7
13 7
14 7
15 7
16 7
17 7
18 7
19 7
20 7
21 7
22 7
23 7
24 7
25 7
26 7
27 7
28 7
29 7
30 7
31 7
32 7

S-16 1
S-62 1
S-68 1
S-102 1
S-17 1
S-66 1
S-59 1
S-21 1
S-57 1
S-60 1
S-91 1
S-103 1
S-41 1
S-127 A
S-59 A
S-45 A
S-128 A
S-31 A
S-124 A
S-107 A
S-88 A
S-36 A
S-87 A
S-121 A
S-96 A
S-28 A
S-72 A
S-19 A
S-77 A
S-94 A
S-5 A
S-152 A

1 8
2 8
3 8
4 8
5 8
6 8
7 8
8 8
9 8
10 8
11 8
12 8
13 8
14 8
15 8

S-54 1
S-95 1
S-117 1
S-105 1
S-11 1
S-70 1
S-63 1
S-98 1
S-99 1
S-113 1
S-12 1
S-114 1
S-64 1
S-21 A
S-58 A

16	8	S-119	A
17	8	S-120	A
18	8	S-66	A
19	8	S-79	A
20	8	S-1	A
21	8	S-97	A
22	8	S-69	A
23	8	S-20	A
24	8	S-85	A
25	8	S-84	A
26	8	S-10	A
27	8	S-33	A
27	8	S-34	A
28	8	S-81	A
29	8	S-136	A
30	8	S-101	A
31	8	S-154	A

1	9	S-30	1
2	9	S-104	1
3	9	S-107	1
4	9	S-75	1
5	9	S-45	1
6	9	S-43	1
7	9	S-115	1
8	9	S-33	1
9	9	S-106	1
10	9	S-101	1
11	9	S-72	1
12	9	S-77	1
13	9	S-52	1
14	9	S-3	A
15	9	S-65	A
16	9	S-102	A
17	9	S-104	A
18	9	S-155	A
19	9	S-112	A
20	9	S-11	A
21	9	S-100	A
22	9	S-116	A
23	9	S-7	A
24	9	S-17	A
25	9	S-158	A
26	9	S-157	A
27	9	S-8	A
28	9	S-131	A
29	9	S-14	A
30	9	S-15	A
31	9	S-16	A
32	9	S-18	A