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CERTIFICATE OF RECEIPT
OTTAWA-CANALTON NO.4
AT OTTAWA.

'87 MAY 8 PM 1 09

Susan Webb
SUSAN WEBB
CERTIFICATION OFFICER

13

8MAY87
817 FEES

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162.00

C.P. 377

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LAND REGISTRY #4

REC. BY	<i>688</i>
F.F. NO. OR PAGE	<i>8794</i>
ASST. BY	<i>88</i>
CHECKED BY	
MICRO. BY	

50 dec.
111 units
14 copy
102

THIS DECLARATION IS MADE PURSUANT TO THE CONDOMINIUM ACT,
R.S.O. 1980, c. 84, AS AMENDED (the "Act") by

NEWCASTLE DEVELOPMENT CORPORATION

(the "Declarant")

CAUTION: Portions of the lights shown on Part 1, Sheet 1 of the Description encroach onto Crichton Street

1. The Declarant intends that the lands described in Schedule "A" and interest appurtenant thereto on which dwelling units have been built be governed by the Act, and that the terms used herein have the same meaning as in the Act unless otherwise specified.
2. The consents of persons who have monetary claims against the lands or interests appurtenant to the lands are attached as Schedule "B".
3. The monuments controlling the extent of the units are physical surfaces mentioned in Schedule "C".
4. Each owner shall have 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 out in Schedule "D". The total of the proportions of the common interests shall be one hundred percent (100%).
5. The common expenses shall be the expenses of the performance of the objects and duties of the Corporation and such other expenses as listed in Schedule "E".
6. Each unit shall be used for residential purposes only and shall, in no event, be used in such a manner as to give rise to an increase in the rate or the cancellation or threat of cancellation of any policy of insurance maintained by the Corporation. The Declarant, however, may maintain a construction office, sales office and buildings as models of display until such time as the construction is complete and all units have been sold.
7. 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. No pet, animal, livestock or fowl shall be kept or allowed on the common elements. 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.
8. The owner of each unit shall have the exclusive use of those parts of the common elements set out in Schedule "F" and be subject to the restrictions set out in that schedule. The restrictions do not apply to any mortgagee holding first mortgages on at least ten percent (10%) of the units. Such mortgagee shall have a right of access for inspection upon forty-eight (48) hours notice to the Corporation.
9. The Corporation shall repair the common elements after damage and maintain all the common elements except the interior surfaces of windows and skylights in the units. Each owner shall repair his unit after damage and maintain his unit and the interior surfaces of windows and skylights in his unit.
10. For the purpose of the duties to repair and maintain, the definition of unit shall extend to all improvements made by the Declarant in accordance with its architectural plans notwithstanding that some of such improvements may be made after registration of this Declaration.
11. The Corporation or any insurer of the property or any part thereof, their respective agents, and 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.

12. 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 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.
13. No owner shall make structural changes in or to his unit or decorate, alter or repair any part of the common elements without the consent of owners of a majority of the units.
14. 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 and/or The Condominium Act of Ontario;
 - ii) apply for an Order declaring the tenancy terminated in accordance with the said Landlord and Tenant Act and/or Condominium 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.

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

- 15. 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.
- 16. Within ten (10) days of a determination by the board that there has been substantial damage to twenty-five percent (25%) of the buildings, notice of the determination and of a meeting for the purpose of voting for repair shall be given to the owners and mortgagees, with such notice to the mortgagees to be sent by registered mail.
- 17. The Corporation, to the extent obtainable, shall maintain fire insurance with extended coverage or all-risk insurance with standard exclusions and deductibles, in respect of its obligation to repair and in respect of the unit owners' interests in the units and common elements, and the unit owners' obligation to repair, against damage to:
 - a) the common elements;
 - b) property owned by the Corporation; and
 - c) the units except for any improvements in the units made by the owners thereof;

in an amount equal to the full replacement cost without deduction for depreciation. Such insurance shall describe the insured as the Corporation and the owners from time to time shall contain:

 - d) a waiver of the insurer's option to repair, rebuild or replace in the event that after damage there is no vote to repair and government to the property by the Act is terminated;

- e) a waiver of any defence by the insurer based on co-insurance or invalidity arising from the conduct of, or any act or omission or breach of a statutory condition by, any insured. A stated amount co-insurance clause is sufficient compliance with the requirement for waiver of a co-insurance provision;
- f) a waiver of subrogation against the Corporation, its manager, agents, employees, servants and unit owners and any member of the household of a unit owner;
- g) an exclusive right to the Corporation to amend the policy and to adjust and settle claims both on its own behalf and on behalf of the owners. The Corporation may, however, authorize an owner to adjust the loss in regard to a claim arising out of damage to his unit;
- h) a provision that loss is payable to an insurance trustee except where such loss is less than Three Thousand Dollars (\$3,000.00) in which case loss shall be payable to the Corporation;
- i) a provision that the insurance shall not be cancelled or substantially modified without at least sixty (60) days' notice to the Corporation, the insurance trustee and any mortgagees noted thereon; and
- j) a provision that the insurance shall be primary insurance in respect of any other insurance carried by any owner.

When required by the board or by a mortgagee holding mortgages on at least twenty-five percent (25%) of the units, an appraisal shall be made by an independent qualified appraiser.

- 18. A certificate of all fire insurance and extended coverage policies and endorsements thereto shall be issued as soon as possible to each unit owner and mortgagee and renewal certificates or certificates of new insurance policies shall be furnished to each owner and mortgagee not later than ten (10) days prior to the expiry of any current insurance policy. A certified copy of all such policies and endorsements shall be delivered to any mortgagee who holds mortgages on not less than twenty-five percent (25%) of the units and the master policy for any such insurance shall be kept by the Corporation at its offices, available for inspection by an owner on reasonable notice to the Corporation.
- 19. The Corporation shall maintain public liability insurance insuring the liability of the Corporation and the unit owners from time to time at limits to be determined by the board and shall maintain such special insurance as may be required by the nature of the mechanical systems of the property.
- 20. The Corporation shall enter into and at all times maintain an insurance trust agreement with a Trust Company registered under The Loan and Trust Corporation Act, or a Chartered Bank, or in the event such institutions refuse to act, such other institution authorized to act as an insurance trustee as the owners may approve by by-law. Such agreement shall provide that the trustee shall hold all insurance proceeds in trust and disburse the proceeds in satisfaction of the Corporation's and the unit owner's respective obligations to repair. Notwithstanding the foregoing, where insurance proceeds are less than Three Thousand Dollars (\$3,000.00), they shall be paid directly to the Corporation and held in trust and disbursed by it as if it were the insurance trustee. In the event of termination of the Condominium, proceeds are to be disbursed to the unit owners and their respective mortgagees as their interests may appear.
- 21. Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair.
- 22. Each owner shall indemnify the Corporation against loss, cost, damage or injury caused to the common elements because of the wilful or unlawful act or omission of such owner or any resident of his unit.
- 23. All present and future owners, tenants and residents of units, their families, guests, invitees and licensees, shall be subject to and shall comply with the provisions of this Declaration, the By-laws, and all 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 all 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.

24. 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.
25. Until changed the Corporation's address for service shall be 52 Concord Street, Ottawa, Ontario and the Corporation's mailing address shall be 52 Concord Street, Ottawa, Ontario, K1S 0Y6.

DATED at Ottawa, this 4th day of May, 1987.

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

NEWCASTLE DEVELOPMENT CORPORATION

PER:

Robert E. Moffatt
President



SCHEDULE "A"

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, being composed of Lots 34, 35 and 36 and part of Lot 37, Plan 56, registered in the Land Registry Office for the Land Registry Division of Ottawa-Carleton (No. 5), designated as Part 1 on Plan 4R-5479 deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4);

SUBJECT TO AN EASEMENT described in Instrument No. 489143 in favour of Skyline Cablevision Limited, its successors and assigns, in, upon, over, under, along and across the said Lots 34, 35 and 36 and part of Lot 37, Plan 56, designated as Part 1 on Plan 4R-5479;

being the whole of Parcel 34-1 in the Register for Section 56.

SCHEDULE "B"

CONSENT UNDER SECTION 3(1) (b) OF THE CONDOMINIUM ACT

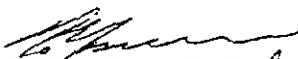
THE ROYAL BANK OF CANADA, having a registered mortgage within the meaning of Section 3(1) (b) of The Condominium Act, registered as No. 471186, in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) hereby consents to the registration of this Declaration pursuant to The Condominium Act, against the land or interest appurtenant to the land described in the Description.

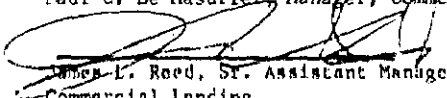
DATED at Toronto this 15th day of December , 1986.

THE ROYAL BANK OF CANADA

Power of Attorney registered on
August 20/85 as No: 421664

The below named attorneys state
that to the best of our knowledge
and belief the Power of Attorney
above referred to is still in full
force and effect.


Paul C. Le Masurier, Manager, Commercial Lending


James L. Reed, Sr. Assistant Manager
Commercial Lending

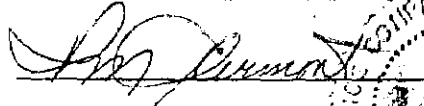
SCHEDULE "B"

CONSENT UNDER SECTION 3(1) (b) OF THE CONDOMINIUM ACT

THE MORTGAGE INSURANCE COMPANY OF CANADA, having a registered mortgage within the meaning of Section 3(1) (b) of The Condominium Act, registered as No. 471187 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) hereby consents to the registration of this Declaration pursuant to The Condominium Act, against the land or interest appurtenant to the land described in the Description.

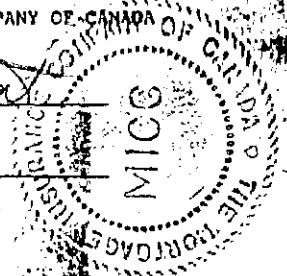
DATED at Ottawa this 24th day of November , 1986.

THE MORTGAGE INSURANCE COMPANY OF CANADA



Rose-Marie Clermont

Regional Manager



SCHEDULE "C"

BOUNDARIES OF UNITS AND MONUMENTS

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

The Residential Units (Units 1 to 12, Levels 1 to 4)

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 lower unfinished surface of the concrete slab above the Unit;
- (c) On Level 4, in the vicinity of the skylights
 - i) above the kitchens, dining rooms or vestibules, the inner or Unit side surface of the skylight;
 - ii) above the solarium, the unfinished interior surface of the window and window frame, and the inner surface of the glass contained therein;
- (d) In the vicinity of the fireplace, the plane through the top of the firebox liner.

2. The Vertical Boundaries are:

- (a) The backside surface of the drywall on the exterior walls of each Unit;
- (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;
- (e) In the vicinity of the fireplace, the backside surface of the metal firebox liner.

The Parking/Locker Units (Units 1 to 63, Level A):

1. The Horizontal Boundaries are:

- (a) In the vicinity of the parking area of the Unit:
 - (i) The lower limit is a horizontal plane of geodetic elevation 53.03 metres;
 - (ii) The upper limit is a horizontal plan of geodetic elevation 55.28 metres;

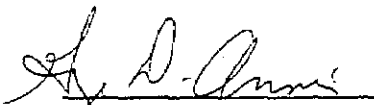
- b) In the vicinity of the locker area of the Unit:
- (i) The lower limit is the upper unfinished surface of the concrete floor slab beneath the Unit;
 - (ii) The upper limit is the lower unfinished surface of the concrete slab above the Unit;
2. **The Vertical Boundaries are:**
- (a) In the vicinity of the structural concrete walls and columns, all of which shall not form part of the Unit, the face of the wall or column;
 - (b) In the vicinity of the concrete block walls, the face of the wall;
 - (c) In the vicinity of the doors leading from Units 1, 7, 8, 17, 18, 22 and 23, the unfinished interior surface of the door frame and the door in closed position;
 - (d) Vertical planes controlled by physical features (i.e. the faces of concrete walls, columns and curbs and the centre lines of concrete walls and columns and/or the distance from the said monuments.
- 3) In Units 9 and 45, in the vicinity of the mechanical equipment and ventilation ducts, all of which shall not form part of the Unit, the exterior surface of the sheet metal surrounding such equipment and ducts.

NOTWITHSTANDING Paragraphs 1 and 2, no Unit includes those pipes, wires, cables, conduits, ducts and shafts passing through the Units described above to service another Unit or Units or the Common Elements. 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 as 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 and 3 of Part 1 of the description.

DATED AT the City of Nepean, this 10th day of March, 1987.


George D. Annis
Ontario Land Surveyor

SCHEDULE "D"

PROPORTIONS OF INTERESTS AND CONTRIBUTIONS

UNIT	LEVEL	PERCENTAGE OF CONTRIBUTION TO COMMON EXPENSES AND OF COMMON INTEREST
1	A	.01445%
2 - 6; incl	A	.14449% each
7 & 8	A	.01445% each
9 - 16, incl	A	.14449% each
17 & 18	A	.01445% each
19, 20 & 21	A	.14449% each
22 & 23	A	.01445% each
24 - 63; incl	A	.14449% each
1	1	1.89399%
2	1	1.89399%
3	1	1.89399%
4	1	1.93733%
5	1	1.96626%
6	1	1.89399%
7	1	1.89399%
8	1	1.93733%
9	1	1.93733%
10	1	1.89399%
11	1	1.89399%
12	1	1.89399%
1	2	1.89399%
2	2	1.89399%
3	2	1.89399%
4	2	1.89399%
5	2	1.89399%
6	2	1.89399%
7	2	1.89399%
8	2	1.89399%
9	2	1.89399%
10	2	1.89399%
11	2	1.89399%
12	2	1.89399%
1	3	1.92289%
2	3	1.92289%
3	3	1.92289%
4	3	1.92289%
5	3	1.92289%
6	3	1.92289%
7	3	1.92289%
8	3	1.92289%
9	3	1.92289%
10	3	1.92289%
11	3	1.92289%
12	3	1.92289%
1	4	1.92289%
2	4	1.92289%
3	4	1.92289%
4	4	1.92289%
5	4	1.92289%
6	4	1.92289%
7	4	1.92289%
8	4	1.92289%
9	4	1.92289%
10	4	1.92289%
11	4	1.92289%
12	4	1.92289%
TOTAL		100.00000%

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
- hydro for common elements
- maintenance materials, tools and supplies
- snow removal and landscaping

b) the payment of realty taxes (including local improvement charges) levied against the entire property, until such time as taxes are levied against each unit;

c) remuneration payable by the Corporation to any employees deemed necessary for the proper operation and maintenance of the property;

d) payment of any remuneration payable pursuant to any management contract which may be entered into between the Corporation and a property manager, and/or payment of any remuneration payable pursuant to any insurance trust agreement which may be entered into between the Corporation and a trustee.

SCHEDULE "F"

Subject to the provisions of the Declaration, the By-laws of the Corporation and the rules and regulations passed pursuant thereto, the owners of each unit with direct access to a balcony shall have the exclusive use thereof, subject to the Corporation's right of access thereto for the purposes of maintenance.

Subject to the provisions of the Declaration, the By-laws of the Corporation and the rules and regulations passed pursuant thereto, the owners of Units 3, 4, 5, 6, 7, 8 and 9, Level 1 shall have the exclusive use of the yards shown on Part 1, Sheet 4, of the Description, being numerically designated with the number of such unit preceded by the letter "Y", subject to the rights of unit owners, occupants and invitees for use as a means of emergency exit.