# **DECLARATION** Ottawa-Carleton Standard Condominium Corporation No. 656

# **CARLETON CONDOMINIUM CORPORATION NO. 531**

AND

# **CARLETON CONDOMINIUM CORPORATION NO. 538**

AMALGAMATED DECLARATION

SMG/hb 10-1033

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#### DECLARATION

# MADE PURSUANT TO THE CONDOMINIUM ACT, 1998

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of the <u>Condominium Act</u>, 1998, as amended, and the regulations made thereunder (all of which are hereinafter referred to as the "Act") by:

# CARLETON CONDOMINIUM CORPORATION NO. 531 and CARLETON CONDOMINIUM CORPORATION NO. 538

(hereinafter collectively referred to as the "Declarant").

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the City of Ottawa and being more particularly described in Schedule "A" and in the description submitted herewith by the Declarant for registration in accordance with section 7 of the Act (the "property");

**AND WHEREAS** the Declarant intends that the units and common elements comprising Carleton Condominium Plan No. 531 and Carleton Condominium Plan No. 538 be amalgamated under the Act.

#### NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

### INTRODUCTORY

- 1.1 <u>Interpretation</u>. Unless the context otherwise requires the terms used herein shall have ascribed to them the meaning contained in the Act. The following terms shall have the following meanings:
  - (a) "Board" shall mean the board of directors of the condominium corporation;
  - (b) "Corporation" shall mean the condominium corporation created upon the registration of the Declaration and of the description under the Act;
  - (c) "Unit" means a part or parts of the land included in the description and designated as a Unit by the description, and comprises the space enclosed by its boundaries and all the material parts of the land within this space in accordance with this Declaration and the description.
- 1.2 <u>Statement of Intention</u>. The Declarant intends that the lands and interests appurtenant to the property described in Schedule "A" be governed by the Act, and any amendments thereto. The registration of this Declaration and the description will create a freehold standard condominium corporation as defined in the Act.
- 1.3 <u>Boundaries of Units and Monuments</u>. The monuments controlling the extent of the Units are the physical surfaces mentioned in the boundaries of the Units in Schedule "C" attached hereto.
- 1.4 <u>Common Interests and Common Expenses</u>. Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners in the proportions set forth opposite each Unit number in Schedule "D" attached hereto. The owners shall contribute to the common expenses in accordance with the further column of percentages set forth in Schedule "D" attached hereto.
- 1.5 Address for Service. The Corporation's address for service and mailing address shall be:

Suite 105, 225 Alvin Road Ottawa, Ontario K1K 4H6

or such other address as the Corporation may determine in accordance with the provisions of the Act.

# **COMMON EXPENSES**

2.1 <u>Payment of Common Expenses</u>. Each owner, including the Declarant, shall pay to the Corporation a 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. Common expenses shall include the expenses listed in Schedule "E" attached hereto.

#### COMMON ELEMENTS

- 3.1 <u>Use of Common Elements</u>. Subject to the provisions of the Act, this Declaration and the by-laws, and any rules and regulations passed pursuant thereto, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.
- 3.2 <u>Alterations to Common Elements.</u> No owner shall make any change to an installation upon the common elements, or maintain, decorate, alter, repair or landscape any part of the common elements or the owner's exclusive use common elements, except for maintenance of those parts of the common elements which the owner has the duty to maintain, without the prior written consent of the Board and then entering into an agreement with the Corporation if required under the Act.

# 3.3 Exclusive Use Areas and Parking Spaces.

- (a) Those areas of the common elements over which certain owners have exclusive use are set out in Schedule "F" attached hereto, and as shown on Part 2, Sheet 1 of 1 of the description of each declarant.
- (b) A parking space on the common elements of the Corporation shall be allocated by the board of directors to each unit. The board may reallocate the said parking spaces from time to time provided that in each instance the written consent is obtained from the owners of the units whose parking spaces are to be reallocated, and further provided that notwithstanding such reallocation each unit shall at all times have one parking space on the common elements allocated to it.
- 3.4 <u>Restrictive Access</u>. 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 utility areas or for operating machinery, or any other parts of the common elements used for the care, maintenance or operation of the property.

# 3.5 Substantial Change to Property.

- (a) The Corporation may by vote of owners who own sixty-six and two thirds percent (66 2/3%) of the Units make any substantial addition, alteration or improvement to or renovation of the common elements or make any substantial change in the assets of the Corporation in accordance with the applicable provincial and municipal legislation and other governing by-laws, rules and regulations.
- (b) The provisions of the Act govern all other alterations, additions and improvements to or renovation of the common elements or change in the assets of the Corporation.
- (c) The provisions of the Act govern the determination as to 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. UNITS

- 4.1 <u>Occupation and Use</u>. The occupation and use of the Units shall be in accordance with the following restrictions and stipulations:
  - (a) The Units shall be occupied and used for residential purposes as defined in and in conformity with the zoning and property standards by-laws of The Corporation of the City of Ottawa and for no other purpose.
  - (b) No Unit shall be occupied or used by any one in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance referred to in this Declaration. Should the occupation or use of a Unit result in an increase of premium payable by the Corporation for any policy or policies of insurance, then the owner of such Unit shall be liable to the Corporation for the increased premium payable which shall be charged back to the owner as additional contributions

towards common expenses and shall be recoverable as such or recoverable by any other procedure the Corporation elects.

- (c) The owner of each Unit shall comply and shall require all residents, occupants and visitors to his or her Unit to comply with the Act, this Declaration, and the by-laws, and the rules and regulations passed pursuant thereto.
- (d) No owner of a Unit, other than the Declarant, shall lease the Unit unless an agreement is executed by the tenant and delivered to the Corporation to the following effect:

I acknowledge having received a copy of the Declaration, the by-laws and the rules and regulations of the condominium corporation and covenant and agree that I, the members of my household, my guests and my invitees from time to time, will, in using the unit rented by me and the common elements, comply with the <u>Condominium Act</u>, the Declaration, the by-laws, and all rules and regulations of the condominium corporation, during the term of my tenancy.

- (e) No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the owner is in default of payment of common expenses, in which case, the tenant shall deduct from the rent payable to the owner the owner's share of the common expenses and shall pay the same to the Corporation.
- (f) Any owners leasing their Unit shall not be relieved from any of their obligations with respect to the Unit which shall be joint and several with their tenant.
- (g) Save and except for interior decorating and minor alterations of a cosmetic nature, no owner shall make any change or alteration to the Unit, including any alteration of load bearing walls or walls containing service conduits which service other Units, without the written consent of the Board.
- (h) Save and except for bathrooms, foyers, kitchen and storage areas, any floors not covered by carpets shall be installed by the owner at the owner's expense on adequate soundproofing material approved by the Board.
- (i) Notwithstanding any by-law or rule of the Corporation to the contrary, the Declarant shall be entitled to erect and maintain signs, flags, displays and sales areas for marketing, rental and sales purposes including a sales and/or rental office and models for display and sales purposes relating to proposed or existing Units of the property or other similar proposed or existing Units belonging to the Declarant not located on the property, upon the common elements and within or outside any unsold Units on the property, pursuant to the Declarant's ongoing marketing program, at such location and having such dimensions as the Declarant may determine in its sole discretion until all Units of the property are sold and conveyed by the Declarant. The Declarant, its sales personnel, agents, invitees and tenants are entitled to use the common elements for access to and egress from the Units including model suites, rental and/or sales offices and to show the common elements to prospective purchasers and tenants of Units in this property and of any other similar projects of the Declarant and will have the use of a minimum of two (2) visitors' parking spaces for the exclusive use of the Declarant's staff and visitors and such further parking as the Declarant may require at a location or locations to be determined by the Declarant in its sole discretion, and may park upon any unallocated parking spaces on the property, until such time as all of the Units of the property are sold and conveyed. The Declarant is entitled to use any unoccupied Unit for purposes incidental to the sale, conveyance, rental or construction of the Units of the property or of any other similar projects of the Declarant.

So long as the Declarant owns one or more Units, the Corporation shall take no action which, in the Declarant's opinion, would adversely affect the Declarant's marketing program with respect to the Units of the Corporation and any other similar projects of the Declarant.

Notwithstanding anything herein or any rule or regulation of the Corporation to the contrary, the Declarant as well as any company affiliated with the Declarant, or other person approved in writing by the Declarant shall be irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy, to sell, lease, rent or transfer Units owned by the Declarant or

such person, as the case may be, for any period and under any terms to any tenants, purchasers or transferees without the consent of any person including the Corporation being required.

It is the intent of this sub-paragraph (i) that neither the Corporation nor the Board shall interfere with the construction, sale, lease, rent or transfer of such Units by the Declarant. Accordingly, any rule or regulation adopted either by the Board or the Corporation which is inconsistent with the intent of this paragraph shall be null and void. The costs of any action concerning the enforcement of any rights hereunder shall be borne by the party against whom a judgment is rendered. The Declarant (and any person or affiliated company designated by the Declarant as above provided) shall at all times act fairly and reasonably in its exercise of the rights reserved by this subsection.

# 4.2 Rights of Entry.

- (a) The Corporation, or any insurer of the property, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit at all reasonable times upon giving reasonable notice for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, or carrying out any duty imposed upon the Corporation.
- (b) In case of an emergency, an agent of the Corporation may enter a Unit at any time and without notice, for the purpose of repairing the Unit, common elements or part of the common elements or for the purpose of correcting any condition which might result in damage or loss to the property including without limiting the generality of the foregoing to access, maintain, repair or replace the shut off valves and common pipes providing water service for the benefit of more than one Unit. The Corporation or anyone authorized by it may determine whether an emergency exists.
- (c) If an owner is not personally present to grant entry to the Unit the Corporation, or its agents, may enter upon such Unit, provided that they firstly take reasonable steps to obtain permission from the owner or occupant of such Unit and provided that they exercise courtesy and reasonable care in conducting the activity which requires their entry into such Unit.
- (d) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the by-laws.

# 5. MAINTENANCE AND REPAIRS

- Repairs and Maintenance by Owner. Owners shall maintain their Units, save and except for the balconies, and, subject to the provisions of this Declaration and section 123 of the Act, owners shall repair their Units after damage, except for the balconies, all at their own expense. Repairs and maintenance of Units shall be performed by owners to a standard and using materials consistent with the quality of those used in the original construction thereof and as may be otherwise required by the Board of Directors. In addition owners shall:
  - (a) at all times maintain sufficient heat in their Units to prevent the freezing of water pipes. In the event an owner defaults in payment of any natural gas or hydro charges, the Corporation may pay same to prevent any discontinuance of service to the Unit and such costs shall be charged back to the owner, shall be deemed to be additional contributions to the common expenses and shall be recoverable as such or recoverable by any other procedure the Corporation elects;
  - (b) be responsible for removal of snow and ice from balconies, rear stairs, decks and patios. Without limiting the generality of any other provision herein, any owner who fails to remove snow and ice as required herein or fails to do so in a prudent manner shall be responsible for any injury or damage resulting therefrom;
  - (c) maintain the interior surface of doors which provide the means of ingress and egress from their Unit and maintain the interior surface of windows, whether such doors and windows are part of a Unit or part of the common elements. In the event any window or any exterior door requires repair or replacement for damage resulting from a negligent act or omission of the owner, his or her guests, agents or occupants of the unit, the Corporation shall effect the repairs or replacements and the owner

shall reimburse the Corporation for the cost of same which cost shall be charged back to the owner as additional contributions towards the common expenses and shall be recoverable as such or recoverable by any other procedure the Corporation elects;

- (d) replace any exterior light bulbs in light fixtures affixed to a part of the common elements immediately adjacent to the owner's Unit and shall be responsible for paying electricity applicable thereto;
- (e) be responsible for maintenance, repair and replacement of the fireplace and all related venting and apparatus whether located within the Unit or on the common elements; and
- (f) maintain and repair any deck and/or handicap ramp and/or landscaping which has been installed by an owner with the consent in writing of the Board.
- 5.2 Repairs by Corporation Where Owner Defaults. The Corporation shall make any repairs that an owner is obligated to make and that the owner does not make within a reasonable time; and in such an event, an owner shall be deemed to have consented to having repairs done by the Corporation; and an owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such sums of money shall bear interest at the rate per annum which is the prime rate of the Bank of Canada plus five percent (5%) at the time the work is done. 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 or recoverable by any other procedure the Corporation elects.

# 5.3 Repairs and Maintenance by the Corporation.

- (a) The Corporation shall maintain and repair the balconies and the common elements at its own expense including the privacy fencing on the property. In the event repairs are required to the asphalt surfaces in the parking spaces as a result of spills or leakages the costs of such repairs shall be charged back to the owner to whom the parking space has been allocated, and shall be deemed to be additional contributions to the common expenses and recoverable from the owner as such.
- (b) The Corporation shall, at its own expense, be responsible for ice and snow removal throughout the common elements.
- (c) The Corporation shall, at its own expense, be responsible for lawn maintenance throughout the common elements. The Corporation or its authorized agent shall have the right to enter into the rear yards of Units without notice for purposes of cutting the grass; provided that if access to such yards is prohibited or obstructed for any reason whatsoever, the Corporation shall not be liable for its failure to perform same and, notwithstanding the right of entry, the Corporation assumes no responsibility or liability for care or supervision of any Unit, except as specifically provided in this declaration and the by-laws.
- (d) The Corporation shall, at its own expense, be responsible for the maintenance and repair of the water main, sanitary sewer and storm sewer located in or on the common elements and for any pipes servicing more than one Unit whether located within Unit boundaries or not. For further clarification, the Units do not include such pipes, wires, ducts, conduits or public utility lines within the Unit that service Units other than that of the Owner. The Corporation shall be responsible for the maintenance and repair of all such common pipes, wires, ducts and conduits.

# 6. INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

6.1 <u>Insurance Trustee</u>. Upon the occurrence of damage involving an insurance claim of at least fifteen percent (15%) of the replacement cost of the property covered by the insurance policy, the Corporation shall enter into an agreement with an insurance trustee which shall be a trust company registered under the <u>Loan and Trust Corporations Act</u>, or shall be a chartered bank, which agreement shall, without limiting the generality, provide the following:

- (a) the receipt by the insurance trustee of any proceeds of insurance payable to the Corporation in excess of fifteen percent (15%) of the replacement cost of the property covered by the insurance policy;
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of this Declaration;
- (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement;
- (d) the notification by the insurance trustee to the mortgagee of any insurance monies payable by it.

In the event that the Corporation is unable to enter into such agreement with such trust company, or such chartered bank, by reason of their refusal to act, the Corporation may enter into such agreement with such other Corporation authorized to act as a trustee, as the owners may approve by by-law at a meeting called for that purpose. The Corporation shall pay the fees and disbursements of any insurance trustee and any fees and disbursements shall constitute a common expense.

# 6.2 Proceeds Held by Insurance Trustee: In the event that:

- (a) the Corporation is obligated to repair any Unit under paragraph 5.2 hereof, in accordance with the provisions of the Act, the insurance trustee, if one shall have been appointed, shall hold all proceeds pursuant to the conditions in Section 6.1(a) 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 if there is termination in accordance with the Act, the insurance trustee shall hold all proceeds for the owners in the proportion of their respective interests in the common elements and shall pay such proceeds to the owners in such proportions, upon registration of a notice of termination by the Corporation;
- (c) the Board, in accordance with the provisions of the Act, determines that:
  - (i) there has not been substantial damage to twenty-five percent (25%) of the buildings, or
  - (ii) there has been substantial damage to twenty-five percent (25%) of the buildings 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, as their respective interests may appear, in accordance with the provisions of the insurance trust agreement in order to satisfy their respective obligations to make repairs, pursuant to the provisions of Article 5 of this Declaration and the Act.

Notwithstanding anything to the contrary herein contained, any proceeds payable by the insurance trustee to an owner, in accordance with the provisions subclause 6.2(b) hereof, shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss be payable in such policy or policies of insurance and in satisfaction of the amount due under any liens registered by the Corporation against such Unit.

# 7. INSURANCE

- 7.1 By the Corporation. The Corporation shall be required to obtain and maintain, to the extent obtainable from the insurance industry, the following insurance, in one or more policies:
  - (a) insurance against damage by all risks (including fire, extended coverage and malicious damage) and sudden and accidental breakdown of pressure machinery and electrical utility supply objects, computer, data processing and communications equipment and such other perils as the Board may from time to time deem advisable, insuring:
    - (i) the property, excluding the Units,

(ii) personal property owned by the Corporation,

in an amount equal to the full replacement cost of such real and personal property, without deduction for depreciation, which policy may be subject to a loss deductible clause;

(b) insurance against damage by all risks (including fire, extended coverage and malicious damage) and sudden and accidental breakdown of pressure machinery and electrical utility supply objects, computer, data processing and communications equipment and such other perils as the Board may from time to time deem advisable, insuring the Units, but excluding those items to be insured by the owners as set forth in subparagraph 7.2(a) hereof, in an amount equal to the full replacement cost of such Units without deduction for depreciation,

such policy or policies of insurance shall insure the 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 this Declaration and the insurance trust agreement, and shall contain the following provisions:

- (i) that loss shall be payable to the insurance trustee if any is appointed pursuant to the terms of Section 6.1(a),
- (ii) waivers of subrogation against the Corporation, its manager, agents, employees and servants and owners, and any member of the household, or guests of any owner or occupant of a Unit and insurance trustee, except for arson and fraud, vehicle impact, vandalism or malicious mischief,
- (iii) that such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days' prior written notice to all parties whose interests appear thereon, and to the insurance trustee,
- (iv) all policies of insurance shall provide that the same shall be primary insurance in respect of any other insurance carried by any owner,
- (v) a waiver of the insurer's option to repair, rebuild, or replace in the event that after damage the Corporation is terminated, and
- (vi) reasonable deductibles not exceeding 3% of the replacement cost of the insured property,
- (c) public liability and property damage insurance insuring the liability of the Corporation and the owner from time to time, with limits to be determined by the Board but not less than \$5,000,000.00, and without right of subrogation as against the Corporation, its manager, agents, servants and employees, and as against the owners, and any member of the household or guests or any owner or occupant of a Unit;
- (d) boiler machinery insurance to the extent required as the Board may from time to time deem advisable:
- (e) directors and officers liability insurance without an exclusion based on or attributable to any wrongful act in procuring, effecting and maintaining insurance, or with respect to amount, form, conditions or provision of such insurance and with limits of at least \$2,000,000.00;
- (f) employee dishonesty insurance (form A) with the definition of "employee" to include noncompensated elected directors and officers of the Corporation, having limits sufficient to cover the exposure to loss but in no event less than \$100,000.00;
- (g) depositor's forgery insurance with limits sufficient to cover the exposure to loss, but in no event less than \$50,000.00; and
- (h) insurance against the liability of the Corporation resulting from a breach of duty as occupier of the common elements or land that the Corporation holds as an asset.

- 7.2 <u>By the Owner</u>. It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, or any other insurance, if deemed necessary or desirable by any owner, may be obtained and maintained by such owner:
  - (a) insurance on any improvements and betterments made or acquired by the owner, and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within the Unit, and his or her personal property and chattels stored elsewhere on the property, including automobile or automobiles, and for loss of use and occupancy of the Unit in the event of damage, which policy or policies of insurance shall contain a waiver of subrogation against the Corporation, its manager, agents, employees and servants, and against the other owners and any members of their household, except for vehicle impact, arson and fraud, vandalism and 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.

An improvement to a Unit shall be determined by reference to a standard unit for the class of unit to which the unit belongs as provided in the Act.

# 7.3 General Provisions.

- (a) At least every three (3) years or more often as required by legislation, or at such other time as the Board may deem advisable, and also upon the request of a mortgagee or mortgagees holding mortgages on fifty percent (50%) or more of the Units, the Corporation shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be effected pursuant to paragraph 7.1 hereof and the cost of such appraisal shall be a common expense.
- (b) The Corporation, its Board, and its officers, shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the Board may, in writing, authorize an owner to adjust any loss to his or her Unit.
- (c) 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. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent, if the mortgage itself contains a provision giving the mortgagee that right, and also to the right of any mortgagee to receive the proceeds of any insurance policy, if the property is not repaired.
- (d) A certificate or memorandum of all insurance policies, and endorsements thereto shall be issued as soon as possible to each owner and a duplicate original or certified copy of the policy to each mortgagee; renewal certificates or certificates of new insurance policies shall be furnished to each owner and renewal certificates or certified copies of new insurance policies to each mortgagee not later than ten (10) days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the Corporation.
- (e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in the Declaration.
- (f) Any proceeds of insurance payable to an owner of a Unit and any assets of the Corporation distributable to an owner of a Unit shall be subject to the claim of any mortgagee holding a mortgage registered on title as of the day prior to such payment or distribution and to satisfaction of any amount due under any liens in favour of the Corporation against the Unit.
- (g) Should an owner use a Unit which will result in an increase in the insurance premiums payable by the Corporation, then such owner shall be liable to pay such increase of the insurance premium. All payments pursuant to this clause are deemed to be additional contributions toward the common expenses and recoverable as such or by such other procedure the Corporation elects.

(h) Any deductible loss under the Corporation's policy relating to damage to a Unit shall be the responsibility of the owner of the Unit and shall be added to the common expenses payable for the owner's Unit. In addition, any deductible loss under the Corporation's policy relating to damage to any part of the property which results from a negligent act or omission of the owner, or his or her guests, agents or occupants, shall be the responsibility of the owner and shall be added to the common expenses payable for the owner's Unit.

# 8. INDEMNIFICATION

8.1 <u>Indemnification</u>. Each owner shall indemnify and save harmless the Corporation from and against any loss, cost, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such owner, the owner's family or any member thereof, any other resident or occupant of that Unit or any guests, invitees, licensees or agents of such owner or resident to or with respect to the common elements and/or all other Units, except for any loss, cost, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation but this exception shall not apply to vehicle impact, arson, fraud, vandalism and malicious mischief.

All payments pursuant to this clause are deemed to be additional contributions toward the common expenses and recoverable as such or by such other procedure the Corporation elects.

#### GENERAL MATTERS AND ADMINISTRATION

- 9.1 <u>Units Subject to the Act, Declaration, By-laws, Rules and Regulations</u>. All present and future owners, tenants and residents of Units, their families, guests, invitees, licensees or agents shall be subject to and shall comply with the provisions of the Act, this Declaration, the by-laws, and any other rules and regulations of the Corporation.
  - The acceptance of a transfer/deed of land, 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 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 transfer/deed of land or lease or occupancy agreement.
- 9.2 <u>Invalidity</u>. 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.
- 9.3 <u>Waiver.</u> The failure to take action to enforce any provision contained in the Act, this Declaration, the bylaws, or any other rules and regulations of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.
- 9.4 Notice. Except as hereinbefore set forth, any notice, direction or other instrument required or permitted may be given if served personally by delivering same to the party to be served, or to any officer of the party to be served, or may be given by ordinary mail, postage prepaid, addressed to the Corporation at its address for service herein, to each owner at his or her respective Unit or at such other address as is given by the owner to the Corporation for the purpose of notice, and to each mortgagee who has notified its interest to the Corporation at such address as is given by each mortgagee to the Corporation for the purpose of notice; and if mailed as aforesaid the same shall be deemed to have been received and to be effective on the first business day following the day on which it was mailed. Any owner or mortgagee may change its address for service by notice given to the Corporation in the manner aforesaid.

9.5 <u>Interpretation</u>. This Declaration shall be read with all changes of number and gender required by the context. 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 in the City of Ottawa and Province of Ontario, this 18 day of 1902.

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

CARLETON CONDOMINIUM CORPORATION NO. 531

Name: James Stein Title: Secretary

Name: Grant Stevenson

Title: Treasurer

We have authority to bind the Corporation

CARLETON CONDOMINIUM CORPORATION NO. 538

Name: James Stein Title: Secretary

Name: Grant Stevenson

Title: Treasurer

We have authority to bind the Corporation

#### SCHEDULE "A"

#### LEGAL DESCRIPTION

Le City of Ottawa, Province of Ontario, being composed of:

### Firstly:

PIN 15531-0001 to 15531-0044

Carleton Condominium Plan No. 531.

Firstly: Block S, Plan 533, designated as Part 1, Plan 4R-6322

Secondly: Parts of Eastern Drive and London Terrace, Plan 533 as stopped up and closed by By-law as in N303490 (LT485317), designated as Parts 4, 5, 9, 10, 12, 13, 14, 15, 16, 26, 27, 28, 29 and 30 on Plan 4R-6322

SUBJECT TO an easement over the lands firstly and secondly described above in favour of Skyline Cablevision Limited as set out in Instrument No. LT521853.

SUBJECT TO an easement for storm sewer purposes in favour of The Corporation of the City of Ottawa as set out in Instrument No. LT579568 over parts of Eastern Drive and London Terrace according to Plan 533 as stopped up id closed by By-law 161-85 registered as No. N303490 (LT485317) designated as Parts 5, 10, 12, 14, 16, 27 and 28, Plan 4R-6322.

SUBJECT TO an easement for sanitary sewer purposes in favour of The Corporation of the City of Ottawa as set out in Instrument No. LT579569 over parts of Eastern Drive and London Terrace according to Plan 533 as stopped up and closed by By-law 161-85 registered as No. N303490 (LT485317) designated as Parts 5, 10, 26 and 29, Plan 4R-6322.

JECT TO an easement for watermain purposes as set out in Instrument No. LT711511 over part of Eastern ve according to Plan 533 as stopped up and closed by By-law 161-85 registered as No. N303490 (LT485317) designated as Parts 29 and 30, Plan 4R-6322.

TOGETHER WITH an easement for watermain purposes as set out in Instrument No. LT711511 over parts of Eastern Drive and London Terrace according to Plan 533 as stopped up and closed by By-law 161-85 registered as No. N303490 (LT485317) designated as Parts 11, 17, 18, 32, 34 and 35, Plan 4R-6322.

SUBJECT TO a right-of-way for vehicular and pedestrian access as set out in Instrument No. LT711511 over parts f Eastern Drive and London Terrace according to Plan 533 as stopped up and closed by By-law 161-85 registered as No. N303490 (LT485317) designated as Parts 5, 10, 16, 26 and 29, Plan 4R-6322.

TOGETHER WITH a right-of-way for vehicular and pedestrian access as set out in Instrument No. LT711511 over parts of Eastern Drive and London Terrace according to Plan 533 as stopped up and closed by By-law 161-85 registered as No. N303490 (LT485317) designated as Parts 11, 17 and 23, Plan 4R-6322.

TOGETHER WITH an easement for hydro purposes over the common elements of Carleton Condominium Plan No. 519 as set out in Instrument No. LT711511.

TOGETHER WITH an easement over the common elements of Carleton Condominium Plan No. 519 for the purpose of access to the central hydro vault located thereon, as set out in Instrument No. LT711511.

## Secondly:

PIN 15538-0001 to 15538-0048

Carleton Condominium Plan No. 538

Firstly: Block K and Part of Block L, Plan 533, designated as Parts 2, 37 and 39, Plan 4R-6322

Secondly: Part of Eastern Drive, Plan 533, stopped up and closed by By-law as in N303490 (LT485317), designated as Parts 6, 7, 8, 31 and 33 on Plan 4R-6322

SUBJECT TO an easement over the lands firstly and secondly described above in favour of Skyline Cablevision Limited as set out in Instrument No. LT521853.

SUBJECT TO an easement for sanitary sewer purposes in favour of The Corporation of the City of Ottawa as set out in Instrument No. LT579569 over part of Eastern Drive according to Plan 533 as stopped up and closed by Bylaw 161-85 registered as No. N303490 (LT485317) designated as Part 6 Plan 4R-6322.

SUBJECT TO an easement for watermain purposes as set out in Instrument No. LT711511 over part of Eastern Drive according to Plan 533 as stopped up and closed by By-law 161-85 registered as No. N303490 (LT485317) designated as Parts 6, 31 and 33, Plan 4R-6322.

TOGETHER WITH an easement for watermain purposes as set out in Instrument No. LT711511 over parts of Eastern Drive and London Terrace according to Plan 533 as stopped up and closed by By-law 161-85 registered as No. N303490 (LT485317) designated as Parts 11, 17, 18, 32, 34 and 35, Plan 4R-6322.

SUBJECT TO a right-of-way for vehicular and pedestrian access as set out in Instrument No. LT711511 over part of Eastern Drive according to Plan 533 as stopped up and closed by By-law 161-85 registered as No. N303490 (LT485317) designated as Part 6, Plan 4R-6322.

TOGETHER WITH a right-of-way for vehicular and pedestrian access as set out in Instrument No. LT711511 over parts of Eastern Drive and London Terrace according to Plan 533 as stopped up and closed by By-law 161-85 registered as No. N303490 (LT485317) designated as Parts 11, 17 and 23, Plan 4R-6322.

SUBJECT TO an easement for hydro purposes as set out in Instrument No. LT711511 over Block L, Plan 533, SAVE AND EXCEPT that part of the said Block L, Plan 533, designated as Parts 3, 20, 36 and 38, Plan 4R-6322.

SUBJECT TO an easement for hydro purposes as set out in Instrument No. LT716351 over Block L, Plan 533, CAVE AND EXCEPT that part of the said Block L, Plan 533, designated as Parts 3, 20, 36 and 38, Plan 4R-6322.

TOGETHER WITH an easement for hydro purposes over the common elements of Carleton Condominium Plan No. 519 as set out in Instrument No. LT711511.

TOGETHER WITH an easement over the common elements of Carleton Condominium Plan No. 519 for the purpose of access to the central hydro vault located thereon, as set out in Instrument No. 711511.

In my opinion, based on the Parcel Register and the Plans and documents recorded therein, the legal description set bove is correct and the described easements will exist in law upon the registration of the declaration and scription.

The easements as most recently set out in Instruments LT719073 and LT742328 will merge and no longer exist in law upon the registration of the Declaration as follows:

Over part of Eastern Drive according to Plan 533 as stopped up and closed by By-law 161-85 registered as Instrument No. N303490 (LT 485317), designated as Parts 6, 31 and 33, Plan 4R-6322 for watermain purposes.

Over part of Eastern Drive according to Plan 533 as stopped up and closed by By-law 161-85 registered as Instrument No. N303490 (LT 485317), designated as Parts 29 and 30, Plan 4R-6322 for watermain purposes.

Over part of Eastern Drive according to Plan 533 as stopped up and closed by By-law 161-85 registered as Instrument No. N303490 (LT 485317), designated as Part 6, Plan 4R-6322 for vehicular and pedestrian access purposes.

Over part of Eastern Drive and London Terrace according to Plan 533 as stopped up and closed by By-law 161-85 registered as Instrument No. N303490 (LT 485317), designated as Parts 5, 10, 16, 26 and 29, Plan 4R-6322 for vehicular and pedestrian access purposes.

Over Block K and part of Block L, Plan 533, designated as Parts 2, 37 and 39, Plan 4R-6322 and part of Eastern Drive according to Plan 533 as stopped up and closed by By-law 161-85 registered as Instrument No. N303490 (LT 485317), designated as Parts 6, 7, 8, 31 and 33, Plan 4R-6322 for hydro purposes.

Susan M. Gibson, Solicitor





#### SCHEDULE 'C'

The residential units, being Units 1 to 92 inclusive, Level 1, shall each comprise the area within the heavy lines and labelled as "Unit" on PART 1, SHEETS 1, 2, 3 & 4 of the Description, filed concurrently herewith, with respect to the unit numbers indicated thereon. The monuments controlling the extent and location of the units are the physical surfaces referred to below, and are illustrated on PART 1, SHEETS 1, 2, 3 & 4 of the Description, and all dimensions shall have reference to them.

Without limiting the generality of the foregoing, the boundaries of each unit are as follows:

## A) The HORIZONTAL boundaries of a unit are:

- i) The upper surface of the concrete floor slab of the ground floor of Units 1, 3, 6, 7, 10, 11, 14, 15, 18, 19, 22, 23, 26, 27, 30, 31, 33, 35, 38, 39, 42, 44, 45, 48, 49, 52, 53, 56, 57, 60, 61, 64, 65, 68, 69, 72, 73, 76, 77, 80, 81, 84, 85, 88, 89 & 92;
- The upper surface of the wood subfloor of the floor separating units and in the second floor overhang;
- iii) The upper surface of the wood balcony floor material;
- iv) The upper surface of the wood stair treads of the stair separating units in Units 2, 4, 5, 8, 9, 12, 13, 16, 17, 20, 21, 24, 25, 28, 29, 32, 34, 36, 37, 40, 41, 43, 46, 47, 50, 51, 54, 55, 58, 59, 62, 63, 66, 67, 70, 71, 74, 75, 78, 79, 82, 83, 86, 87, 90 & 91;
- v) The unfinished unitside surface of the door sill of the sliding balcony door;
- vi The unfinished unitside surface of the door jamb of the sliding balcony door;
- vii) The backside surface of the ceiling drywall above the unit;
- viii) The exterior surface of the metal fireplace in the vicinity of the metal flue and the production of the said exterior surface of the metal fireplace across the flue opening;
- The lower finished face and plane of balcony floor joists above the first and second floor balconies;
- x) The lower finished surface of the third floor soffit and its production;
- xi) The backside surface of any drywall in openings for windows;
- xii) The unfinished unitside surface of the window sash and frame of windows in the closed position in the exterior walls of the unit;
- xiii) The above noted horizontal boundaries produced across openings for exhaust vents, etc., where applicable.

# B) The VERTICAL boundaries of a unit are:-

- i) The backside surface of the drywall on walls separating the unit from other units and on walls separating the unit from the Common Element and on certain partition walls within the unit, as illustrated on SHEETS 1, 2, 3 and 4 of PART 1 of the description;
- The production of the above-noted vertical boundary through floors, where indicated in the cross-sections on the description plan sheets and through the interior walls of the units;
- The unitside surface of the interior pane of window glass in all windows in the closed position in the exterior walls of the unit;
- iv) The unfinished unitside surface of the window sash and frame of windows in the closed position in the exterior walls of the unit;
- v) The backside surface of any drywall in openings for windows;
- vi) The unfinished unitside surface of the metal clad door leading out of the unit in the closed position and the unitside surface of the interior pane of any window glass in said door;
- The unfinished unitside surface of door jamb and door sill of the metal clad door leading out of the unit and of the sliding balcony door;

- viii) The finished unitside surface of the wood corner posts of the balcony;
- ix) The exterior surface of the brick veneer and stucco material on building walls in the vicinity of the balcony, as shown on SHEETS 1, 3 and 4 of PART 1 of the Description;
- x) The production of the exterior surface of the above noted stucco material on building walls in the vicinity of the balcony of Units 1, 2, 13, 14, 15, 16, 19, 20, 25, 26, 29, 30, 31, 32, 35, 36, 39, 40, 43, 44, 45, 46, 59, 60, 61, 62, 75, 76, 77, 78, 91 & 92, as shown on SHEETS 1, 3 and 4 of PART 1 of the Description;
- xi) The finished unitside surface of any wood screen walls separating balconies and the production of said surface;
- xii) The vertical plane passing along the unitside of the finished balcony railing and its production;
- xiii) The unfinished outside surface of the metal fireplace flue;
- xiv) The unitside surface of the wood stair risers of the stairs separating the units;
- xv) The above noted vertical boundaries produced across openings for exhaust vents, etc., where applicable.

SCHEDULE 'C'
UNIT NUMBER LISTING

EXISTING UNIT NUMBERS		NEW UNIT NUMBER		
Condo N°	Unit	Level	Unit	Level
531	1	1	1	i
	2	1	2	1
	3	1	3	I
	4	1	4	I
	5	1	5	1
	6	. 1	6	1
	7	1	7	1
	8	1	8	1
	9	1	9	1
	10	1	10	1
	11	1	11	1
	12	1	12	1
	13	1	13	1
	14	1	14	1
	15	1	15	1
	16	1	16	1
	17	1	17	1
	18	1	18	1
	19	1	19	1
	20	1	20	1
	21	1	21	1
	22	1	22	1
	23	1	23	1
	24	1	24	1
	25	1	25	1
	26	1	26	1
	27	1	27	1
	28	1	28	1
	29	1	29	1
	30	1	30	1
	31	1	31	1
	32	1	32	1
	33	1	33	1
	34	1	34	1
	35	1	35	1
	36	1	36	1
	37	1	37	1
	38	1	38	1
	39	1	39	) jeroog
	40	***************************************	40	years
	41	Annual	41	1
	42	1	42	100
	43	1	43	The state of the s
	44	1	44	1

E	XISTING U	NIT NUMBERS	NEW	UNIT NUMBERS
Condo Nº	Unit	Level	Unit	Level
538	1	1	45	1
	2	1	46	1
	3	1	47	1
	4	1	48	1
	5	1	49	1
	6	1	50	1
	7	1	51	1
	8	1	52	1
	9	1	53	1
	10	1	54	1
and the second second	11	1	55	1
	12	1	56	1
	13	1	57	1
	14	1	58	1
	15	1	59	1
	16	1	60	1
	17	1	61	1
	18	1	62	1
	19	1	63	1
	20	1	64	1
	21	1	65	1
	22	1	66	1
	23	1	67	1
	24	1	68	1
	25	1	69	1
	26	1	70	1
	27	1	71	1
	28	1	72	1
	29	1	73	1
	30	1	74	1
	31	1	75	1
	32	1	76	1
	33	1	77	1
	34	1	78	1
	35	1	79	1
	36	1	80	1
	37	1	81	1
	38	1	82	1
	39	1	83	1
	40	1	84	1
	41	1	85	1
	42	1	86	1
	43	1	87	1
	44	1	88	1
	45	1	89	1
	46	1	90	1
	47	1	91	1
	48	1	92	1

NEW UNIT	NUMBERS	EXISTING UNIT NUMBE		UNIT NUMBERS
Unit	Level	Condo N°	Unit	Level
1	1	531	1	1
2	1		2	1
3	1		3	1
4	1		4	1
5	1		5	1
6	1		6	1
7	1		7	1
8	1		8	1
9	1		9	1
10	1		10	1
11	1		11	1
12	1		12	1
13	1		13	1
14	1		14	1
15	1		15	1
16	1		16	1
17	1		17	1
18	1		18	1
19	1		19	1
20	1		20	1
21	1		21	1
22	1		22	1
23	1		23	1
24	1		24	1
25	1		25	1
26	1		26	. 1
27 28	1		27 28	1
26 29			26 29	1
30	1		30	1
31	1		31	1
32	1		32	1
33	1		33	1
34	1		34	1
35	1		35	1
36	1		36	1
37	1		37	1
38	1		38	1
39	1		39	1 1
40	1		40	i.
41	1		41	uk Vinned
42	A. Year		42	od.
43	£.		43	ed pervi
44	1		44	zi.
~1~1	i		***	i

NEW LINIT	NUMBERS	EXISTIN	G UNIT NUMBERS
Unit	Level	Condo Unit	Level
		N°	
45	1	538 1	1
46	1	2	1
47	1	3	1
48	1	4	1
49	1	5	1
50	1	6	1
51	i	7	1
52	1	8	1
53	1	9	1
54	1	10	1
55	1	11	1
56	1	12	1
57	1	13	1
58	1	14	1
59	1	15	1
60	1	16	1
61	1	17	1
62	1	18	1
63	1	19	1
64	1	20	1
	1	21	1
65		22	1
66	1	23	
67	1		1
68	1	24 25	1
69	1		1
70	1	26 27	1
71	1	27 28	1
72	1	28 29	1
73	1		1
74	1	30	1
75 76	1	31 32	1
76	1	33	1
77	1		1
78	1	34	1
79	1	35	1
80	1	36	1
81	1	37	1
82	1	38	1
83	1	39	1
84	1	40	1
85	1	41	1
86	1	42	1
87	1	43	1
88	1	44	1
89	1	45	1
90	1	46	1
91	ă	47	· Personal de la companya de la comp
92	quantity (	48	iphonough

I hereby certify that the written descriptions of the monuments and boundaries of the Units contained therein, accurately corresponds with the diagrams of the units shown on PART 1, SHEETS 1 to 4 inclusive of the Description and that the Unit Number Listing is accurate and complete.

David W. Woodland Ontario Land Surveyor

References should be made to the provisions of the Declaration itself, in order to determine the maintenance and repair responsibilities for any Unit, and whether specific physical components (such as wires, pipes, cables, conduits, equipment, fixtures, structural components and/or any other appurtenances) are included or excluded from Unit, regardless of whether same are located within boundaries established for such Unit.

SCHEDULE "D"

Contribution to Common Expenses and Common Interest expressed in Percentage.

Unit No.	Level No.	Percentage
1	1	1.0001%
2	1	1.4783%
3	1	0.8999%
4	1	1.2099%
5	1	1.2099%
6	1	0.8999%
7	1	0.8999%
8	1	1.2099%
9	1	1.2099%
10	1	0.8999%
11	1	0.8999%
12	1	1.2099%
13	1	1.3309%
14	1	1.0001%
15	1	1.0001%
16	1	1.3309%
17	1	1.2099%
18	1	0.8999%
19	1	0.8999%
20	1	1.2099%
21	1	1.2099%
22	1	0.8999%
23	1	0.8999%
24	1	1.2099%
25	1	1.2099%
26	1	0.8999%
27		0.8999%
28		1.2099%
29	1	1.3309%
30	1	1.0001%
31	1	1.0001%
32	1	1.4783%
33		0.8999%
34		1.2099%

	Unit No.	Level No.	Percentage
Ann.	35	1	0.8999%
	36	1	1.2099%
1	37		1.2099%
	38	ì	0.8999%
	39	1	0.8999%
	40	1	1.2099%
	41	1	1.2099%
	42	1	0.8999%
	43	1	1.3309%
	44	1	1.0001%
	45	1	1.0001%
	46	1	1.3309%
	47	1	1.2099%
1	48	1	0.8999%
	49	1	0.8999%
	50	1	1.2099%
	51	1	1.2099%
	52	1	0.8999%
	53	1	0.8999%
	54	1	1.2099%
	55	1	1.2099%
	56	1	0.8999%
	57	1	0.8999%
	58	1	1.2099%
	59	1	1.3309%
	60	1	1.0001%
	61	1	1.0001%
	62	1	1.3309%
	63	1	1.2099%
	64	pound	0.8999%
	65	pro-se	0.8999%
	66	1	1.2099%
	67	1	1.2099%
	68	1	0.8999%
	69	1	0.8999%
	70	1	1.2099%
	71		1.2099%

Unit No.	Level No.	Percentage
72	1	0.8999%
73	1	0.8999%
74	1	1.2099%
75	1	1.3309%
76	1	1.0001%
77	1	1.0001%
78	1	1.3309%
79	1	1.2099%
80	1	0.8999%
81	1	0.8999%
82	1	1.2099%
83	1	1.2099%
84	1	0.8999%
85	1	0.8999%
86	1	1.2099%
87	1	1.2099%
88	1	0.8999%
89	1	0.8999%
90	l	1.2099%
91	1	1.3309%
92	1	1.0001%
TOTAL		100.0000%

# SCHEDULE "E"

# SPECIFICATION OF 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 suppliers of insurance coverage, services and equipment including, without limiting the generality of the foregoing, levies or charges for:
  - (i) maintenance materials, tools and supplies
  - (ii) landscaping
  - (iii) lawn cutting and maintenance
  - (iv) snow removal throughout the common elements
  - (v) hydro and water for the common elements only (hydro, water and heating for each Unit to be paid by each Unit owner)
  - (vi) insurance premiums and all costs related to securing insurance coverage
- (b) shared expenses incurred with respect to the obligations incurred by the Corporation with any other person, firm or Corporation;
- (c) remuneration payable by the Corporation to any employees or independent contractors deemed necessary for the proper operation and maintenance of the property;
- (d) payment of any remuneration including fees and disbursements payable pursuant to any management contract which may be entered into between the Corporation and a manager;
- (e) the cost of furniture and equipment for use in and about the common elements including the maintenance, repair, or replacement thereof;
- (f) the cost of maintaining and repairing the common elements and the balconies;
- (g) the cost of legal, accounting, auditing and engineering services or other professional advice and services required by the Corporation in the performance by the Corporation of its duties and powers;
- (h) the fees and disbursements of the insurance trustee, if any;

- (i) the cost of maintaining fidelity bonds as provided in the by-laws;
- (j) the cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;
- (k) all sums of money assessed by the Corporation to be set aside in a reserve fund and to be applied from time to time, in whole or in part, at the absolute discretion of the Corporation to the payment of any expenses the Corporation deems necessary or desirable for the performance of the objects of the Corporation.

# SCHEDULE "F"

# **EXCLUSIVE USE AREAS**

- 1. The owners of Units 1, 2, 3, 6, 7, 10, 11, 14, 15, 18, 19, 22, 23, 26, 27, 30, 31, 32, 33, 35, 38, 39, 42, 44, 45, 48, 49, 52, 53, 56, 57, 60, 61, 64, 65, 68, 69, 72, 73, 76, 77, 80, 81, 84, 85, 88, 89 and 92, Level 1, shall have the exclusive use of the patio area situated adjacent to such units being that portion of the common elements located by being numbered numerically, designated and preceded by the affix "P" as shown on Part 2, Sheet 1 of 1 of the Description.
- 2. The owner of Unit 19, Level 1, shall have the exclusive use of the parking space numbered X3; the owner of Unit 44, Level 1 shall have the exclusive use of the parking space numbered X4 and the owner of Unit 32, Level 1 shall have the exclusive use of the parking spaces numbered X1 and X2, all being illustrated in heavy outline on Part 2, Sheet 1 of 1 of the Description.

at 09:21 Page 1 of 12

**Properties** 

PIN

15656 - 0001 LT

Estate/Qualifier Fee Simple Absolute

ascription

UNIT 1 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538. OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF DECLARATION OC155338.

Address

OTTAWA

PIN

15656 - 0002 LT

Estate/Qualifier Fee Simple Absolute

Description

UNIT 2 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

Address

OTTAWA

PIN

15656 - 0003 LT

Estate/Qualifier Fee Simple Absolute

Description

UNIT 3 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

'ddress

**OTTAWA** 

PIN

15656 - 0004 LT

Estate/Qualifier Fee Simple Absolute

Description

UNIT 4 LEVEL 1 OTTAWA-CARLETON STANDARD COMDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 53R OTTAWA, SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF DECLARATION OC155338.

Address

**OTTAWA** 

PIN

15656 - 0005 LT

Estate/Qualifier Fee Simple Absolute

Description

UNIT 5 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538. OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

Address

OTTAWA

PIN

15656 - 0006 LT

Estate/Qualifier Fee Simple Absolute

Description

UNIT 6 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF DECLARATION OC155338.

Address

**OTTAWA** 

PIN

15656 - 0007 LT

Estate/Qualifier Fee Simple Absolute

Description

UNIT 7 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF

**DECLARATION OC155338** 

Address

OTTAWA

PIN

15656 - 0008 LT

Estate/Qualifier Fee Simple Absolute

Description

UNIT 8 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

Address

**OTTAWA** 

DIN

15656 - 0009 LT

Estate/Qualifier Fee Simple Absolute

Description

UNIT 9 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA, SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338** 

Receipted as OC161785 on 2003 01 21 yyyy mm dd

at 09:21 Page 2 of 12

The applicant(s) hereby applies to the Land Registrar.

**Properties** 

15656 - 0010 LT

Estate/Qualifier Fee Simple Absolute

scription

UNIT 10 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538. OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

Address

OTTAWA

15656 - 0011 LT

Estate/Qualifier Fee Simple Absolute

Description

PIN

UNIT 11 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA, SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

**OTTAWA** Address

PIN 15656 - 0012 LT Estate/Qualifier Fee Simple Absolute

Description

UNIT 12 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

\* ddress OTTAWA

PIN

Estate/Qualifier Fee Simple Absolute 15656 - 0013 LT

Description

UNIT 13 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA, SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

Address OTTAWA

Estate/Qualifier Fee Simple Absolute 15656 - 0014 LT

Description

UNIT 14 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

OTTAWA Address

PIN 15656 - 0015 LT Estate/Qualifier Fee Simple Absolute

Description

UNIT 15 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

Address **OTTAWA** 

PIN 15656 - 0016 LT Estate/Qualifier Fee Simple Absolute

Description

UNIT 16 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF

**DECLARATION OC155338.** 

OTTAWA Address

PIN 15656 - 0017 LT Estate/Qualifier Fee Simple Absolute

Description

UNIT 17 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

OTTAWA Address

Estate/Qualifier Fee Simple Absolute 15656 - 0018 LT

escription⊔

UNIT 18 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA, SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338** 

PIN

15656 - 0019 LT

Estate/Qualifier

Fee Simple Absolute

escription

UNIT 19 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF DECLARATION OC155338

Address

OTTAWA

PIN

15656 - 0020 LT

Estate/Qualifier Fee Simple Absolute

Description

UNIT 20 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF DECLARATION OC155338

Address

**OTTAWA** 

PIN

15656 - 0021 LT

Estate/Qualifier Fee Simple Absolute

Description

UNIT 21 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

^ddress

**OTTAWA** 

PIN

15656 - 0022 LT

Estate/Qualifier Fee Simple Absolute

Description

UNIT 22 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

Address

OTTAWA

PIN

15656 - 0023 LT

Estate/Qualifier Fee Simple Absolute

Description

UNIT 23 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

Address

OTTAWA

PIN

15656 - 0024 LT

Estate/Qualifier

Fee Simple Absolute

Description

UNIT 24 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA, SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF DECLARATION OC155338.

Address

**OTTAWA** 

PIN

15656 - 0025 LT

Estate/Qualifier Fee Simple Absolute

Description

UNIT 25 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338** 

15656 - 0026 LT

Address

OTTAWA

PIN

Estate/Qualifier Fee Simple Absolute

Description

UNIT 26 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF DECLARATION OC155338.

Address **OTTAWA** 

PIN

15656 - 0027 LT

Estate/Qualifier Fee Simple Absolute

*∆escription* 

UNIT 27 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338** 

15656 - 0028 LT

Estate/Qualifier Fee Simple Absolute

'scription

UNIT 28 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

Address OTTAWA

15656 - 0029 LT

Estate/Qualifier Fee Simple Absolute

Description

PIN

UNIT 29 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

Address

PIN 15656 - 0030 LT Estate/Qualifier Fee Simple Absolute

UNIT 30 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 Description

THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

OTTAWA ^ddress

PIN 15656 - 0031 LT Estate/Qualifier Fee Simple Absolute

Description

UNIT 31 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF

**DECLARATION OC155338.** 

OTTAWA Address

15656 - 0032 LT Estate/Qualifier Fee Simple Absolute

Description

LINIT 32 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF DECLARATION OC155338.

**OTTAWA** Address

PIN

Estate/Qualifier Fee Simple Absolute 15656 - 0033 LT

Description

UNIT 33 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA, SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF

**DECLARATION OC155338.** 

OTTAWA Address

PIN 15656 - 0034 LT Estate/Qualifier Fee Simple Absolute

Description

UNIT 34 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338** 

Address **OTTAWA** 

PIN 15656 - 0035 LT Estate/Qualifier Fee Simple Absolute

Description

UNIT 35 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338** 

Address OTTAWA

15656 - 0036 LT

Estate/Qualifier Fee Simple Absolute

**Jescription** 

UNIT 36 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA, SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

Address OTTAWA

PIN

15656 - 0037 LT

Estate/Qualifier Fee Simple Absolute

scription

UNIT 37 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

**Address** 

OTTAWA

PIN

15656 - 0038 LT

Estate/Qualifier Fee Simple Absolute

Description

UNIT 38 LEVEL 1 OTTAWA-CARLETON STANDARD LELECONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF

**DECLARATION OC155338.** 

Address

OTTAWA

PIN

15656 - 0039 LT Estate/Qualifier Fee Simple Absolute

Description

UNIT 39 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

^ddress

OTTAWA

PIN

15656 - 0040 LT

Estate/Qualifier Fee Simple Absolute

Description

UNIT 40 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

Address

**OTTAWA** 

PIN

15656 - 0041 LT

Estate/Qualifier Fee Simple Absolute

Description

UNIT 41 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF DECLARATION OC155338.

Address

**TORONTO** 

PIN

15656 - 0042 LT

Estate/Qualifier

Fee Simple Absolute

Description

UNIT 42 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA, SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF DECLARATION OC155338.

Address

**OTTAWA** 

PIN

15656 - 0043 LT

Estate/Qualifier Fee Simple Absolute

Description

UNIT 43 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA, SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338** 

Address

**OTTAWA** 

PIN

Estate/Qualifier Fee Simple Absolute

Description

UNIT 44 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA, SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

Address

**OTTAWA** 

PIN

15656 - 0046 LT

Estate/Qualifier Fee Simple Absolute

*Description* 

UNIT 45 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA, SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

Address

OTTAWA

15656 - 0047 LT

Estate/Qualifier Fee Simple Absolute

escription

UNIT 46 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA, SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF DECLARATION OC155338.

Address **OTTAWA** 

15656 - 0048 LT

Estate/Qualifier Fee Simple Absolute

Description

PIN

UNIT 47 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA, SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF

**DECLARATION OC155338.** 

Address OTTAWA

PIN 15656 - 0050 LT Estate/Qualifier Fee Simple Absolute

Description

UNIT 48 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538. OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

OTTAWA Address

15656 - 0051 LT

Estate/Qualifier Fee Simple Absolute

Description

PIN

UNIT 49 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA, SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF DECLARATION OC155338.

Address **OTTAWA** 

15656 - 0052 LT

Estate/Qualifier Fee Simple Absolute

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UNIT 50 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA, SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

Address OTTAWA

PIN

Estate/Qualifier Fee Simple Absolute 15656 - 0053 LT

Description

UNIT 51 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

Address **OTTAWA** 

PIN 15656 - 0054 LT Estate/Qualifier Fee Simple Absolute

Description

UNIT 52 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338** 

OTTAWA Address

PIN 15656 - 0055 LT Estate/Qualifier Fee Simple Absolute

Description

UNIT 53 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

Address OTTAWA

15656 - 0056 LT

Estate/Qualifier Fee Simple Absolute

Jription.

UNIT 54 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA, SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338** 

Receipted as OC161785 on 2003 01 21 yyyy mm dd

at 09:21 Page 7 of 12

The applicant(s) hereby applies to the Land Registrar.

**Properties** 

PIN 15656 - 0057 LT Estate/Qualifier Fee Simple Absolute

cription

UNIT 55 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA, SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

Address

**OTTAWA** 

PIN 15656 - 0058 LT Estate/Qualifier Fee Simple Absolute

Description

UNIT 56 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF

**DECLARATION OC155338.** 

OTTAWA Address

PIN 15656 - 0059 LT Estate/Qualifier Fee Simple Absolute

Description

UNIT 57 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538. OTTAWA, SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

^ -dress

**OTTAWA** 

PIN 15656 - 0060 LT Estate/Qualifier Fee Simple Absolute

Description

UNIT 58 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

**OTTAWA** Address

PIN 15656 - 0061 LT Estate/Qualifier Fee Simple Absolute

Description

UNIT 59 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

OTTAWA Address

PIN

15656 - 0062 LT

Estate/Qualifier Fee Simple Absolute

Description

UNIT 60 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF DECLARATION OC155338.

Address **OTTAWA** 

15656 - 0063 LT

Estate/Qualifier Fee Simple Absolute

Description

PIN

UNIT 61 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338** 

Address OTTAWA

PIN

15656 - 0064 LT Estate/Qualifier Fee Simple Absolute

Description

UNIT 62 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338** 

Address OTTAWA

PIN 15656 - 0065 LT

Estate/Qualifier Fee Simple Absolute

∪escription

UNIT 63 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

Address OTTAWA

#### **Properties**

15656 - 0066 LT

Estate/Qualifier

Fee Simple Absolute

ription

UNIT 64 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

Address OTTAWA

15656 - 0067 LT

Estate/Qualifier Fee Simple Absolute

Description

PIN

UNIT 65 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF

DECLARATION OC155338.

Address 4 4 1

**OTTAWA** 

15656 - 0068 LT

Estate/Qualifier Fee Simple Absolute

Description

PIN

UNIT 66 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM NO PLAN 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA, SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

'ress OTTAWA

PIN 15656 - 0069 LT

Estate/Qualifier Fee Simple Absolute

Description

UNIT 67 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF

DECLARATION OC155338.

Address **OTTAWA** 

15656 - 0070 LT

Estate/Qualifier Fee Simple Absolute

Description

UNIT 68 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF

**DECLARATION OC155338.** 

**ORLEANS Address** 

15656 - 0071 LT

Estate/Qualifier Fee Simple Absolute

Description

UNIT 69 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF DECLARATION OC155338.

**OTTAWA Address** 

PΙΝ 15656 - 0072 LT Estate/Qualifier Fee Simple Absolute

Description

UNIT 70 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF DECLARATION OC155338

OTTAWA Address

15656 - 0073 LT

Estate/Qualifier Fee Simple Absolute

Description

PIN

UNIT 71 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

OTTAWA Address

15656 - 0074 LT

Estate/Qualifier Fee Simple Absolute

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UNIT 72 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA, SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

Address OTTAWA

15656 - 0075 LT

Estate/Qualifier Fee Simple Absolute

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UNIT 73 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

**Address** 

**OTTAWA** 

15656 - 0076 LT

Estate/Qualifier Fee Simple Absolute

Description

UNIT 74 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA, SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF

**DECLARATION OC155338.** 

Address

**OTTAWA** 

PIN 15656 - 0077 LT Estate/Qualifier Fee Simple Absolute

Description

UNIT 75 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF

**DECLARATION OC155338.** 

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OTTAWA

PIN 15656 - 0078 LT Estate/Qualifier Fee Simple Absolute

Description

UNIT 76 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF DECLARATION OC155338.

Address

**OTTAWA** 

15656 - 0079 LT

Estate/Qualifier Fee Simple Absolute

Description

PIN

UNIT 77 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338** 

Address **OTTAWA** 

PIN15656 - 0080 LT Estate/Qualifier Fee Simple Absolute

Description

UNIT 78 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

OTTAWA Address

PIN 15656 - 0081 LT Estate/Qualifier Fee Simple Absolute

Description

UNIT 79 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338** 

OTTAWA Address

PIN

15656 - 0082 LT

Estate/Qualifier Fee Simple Absolute

Description

UNIT 80 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538. OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338** 

OTTAWA Address

DIN 15656 - 0083 LT

Estate/Qualifier Fee Simple Absolute

*⊔escription* 

UNIT 81 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338** 

Address **OTTAWA**  The applicant(s) hereby applies to the Land Registrar.

## **Properties**

15656 - 0084 LT

Estate/Qualifier Fee Simple Absolute

cription

UNIT 82 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

Address **OTTAWA** 

15656 - 0085 LT

Estate/Qualifier Fee Simple Absolute

Description

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PIN

UNIT 83 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF DECLARATION OC155338.

Address

OTTAWA

15656 - 0086 LT

Estate/Qualifier Fee Simple Absolute

Description

UNIT 84 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538 OTTAWA, SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

**Address** 

**OTTAWA** 

PIN 15656 - 0087 LT Estate/Qualifier Fee Simple Absolute

Description

UNIT 85 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF

**DECLARATION OC155338.** 

Address

15656 - 0088 LT

Estate/Qualifier Fee Simple Absolute

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UNIT 86 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

OTTAWA

OTTAWA Address

15656 - 0089 LT

Estate/Qualifier Fee Simple Absolute

Description

PIN

UNIT 87 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA, SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338** 

Address **OTTAWA** 

15656 - 0090 LT

Estate/Qualifier Fee Simple Absolute

Description

PIN

UNIT 88 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA, SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF DECLARATION OC155338.

OTTAWA

Address

PIN 15656 - 0091 LT Estate/Qualifier Fee Simple Absolute

Description

UNIT 89 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA, SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338** 

OTTAWA Address

15656 - 0092 LT

Estate/Qualifier Fee Simple Absolute

UNIT 90 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA, SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF **DECLARATION OC155338.** 

OTTAWA

Address

Receipted as OC161785 on 2003 01 21

at 09:21 yyyy mm dd Page 11 of 12

**Properties** 

15656 - 0093 LT

Estate/Qualifier Fee Simple Absolute

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PIN

UNIT 91 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF

**DECLARATION OC155338.** 

Address

OTTAWA

15656 - 0094 LT

Estate/Qualifier Fee Simple Absolute

Description

PIN

UNIT 92 LEVEL 1 OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO 656 THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: CARLETON CONDMINIUM PLAN NO 531 AND CARLETON CONDOMINIUM PLAN NO 538, OTTAWA. SUBJECT TO AND TOGETHER WITH AS SET OUT IN SCHEDULE A OF

**DECLARATION OC155338.** 

Address

**OTTAWA** 

### Applicant(s)

Name

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 656

Iress for Service

Ottawa, Ontario K1K 4H6 10-1033:SMG:mm

Ottawa-Carleton Standard Condominium Corporation No. 656 hereby certifies that by-law number 2 attached hereto is a true copy of the by-law. The by-law was made in accordance with the Condominium Act. The owners of a majority of the units of the corporation have voted in favour of confirming the by-law.

I, James Stein (Vice-President) and I, Grant Stevenson (Secretary-Treasurer), have the authority to bind the corporation.

#### Statements

Schedule: See Schedules

### Signed By

Maria Malandra

900-427 Laurier Ave. West Ottawa K1R 7Y2

acting for Applicant(s)

Signed

2003 01 20

Tel 613-236-0111 6132388507 ΧŁ

### Submitted By

SOLOWAY, WRIGHT (2)

900-427 Laurier Ave. West Ottawa K1R 7Y2

2003 01 21

613-236-0111

6132388507 Fax

### Fees/Taxes/Payment

Statutory Registration Fee

\$60.00

Total Paid

\$60.00

THIS AGREEMENT made in duplicate this 24th day of December, 2002.

BETWEEN:

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 656

Hereinafter called the "Owner" OF THE FIRST PART

AND:

CITY OF OTTAWA

Hereinafter called the "City" OF THE SECOND PART

WHEREAS the Owner is the owner of the lands described in Schedule "A" to this Agreement;

AND WHEREAS the City deems it expedient in the public interest that the Owner be required to comply with certain requirements with respect to the draft plans and conditions imposed in relation to the planning and development of the lands contained in the proposed condominium;

NOW THEREFORE this Agreement witnesseth that in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada paid by each party to the other party (receipt whereof is hereby acknowledged) and these further covenants hereinafter expressed, the parties hereto covenant and agree the one with the other as follows:

### 1. <u>DEFINITIONS</u>

In this Agreement:

- a) "PRIVATE SERVICE" means the installed water pipe from the private watermain to, under or within the building and serving two or more units;
- b) "PRIVATE SERVICE POST" means the valve located within the property which allows the City to control water supply to a private service;
- c) "PRIVATE WATERMAIN" means the installed water pipe from the streetline within the Owner's lands from which private individual services can be taken;
- d) "PROPERTY" means the lands described in Schedule "A";

C.1.2.362

- e) "SERVICE" means the installed water pipe from the watermain to the streetline;
- f) "SERVICE POST" means the valve located at or near the streetline which allows the
   City to control the water supply from a watermain or a service;
- "UNIT HOLDER" means the owner of any one or more of the units on the Property, their successors, heirs and assigns;
- matter means a water pipe of any size located in the dedicated right-ofway or in an easement (which easement is owned by the Region) from which services can be taken;
- i) "AGREEMENT" includes this Agreement and all Schedules thereto;
- "CITY" means the City of Ottawa and includes its successors and assigns and its officers, employees, agents and contractors;
- k) "CITY ENGINEER" means the City employee(s) or consulting engineer firm appointed by the City to oversee the engineering of the construction of the works;
- 1) "DIRECTOR" means the individual designated by the City to act in the capacity of the Director of Planning and Infrastructure Approvals of the City or the designation of the Director of Planning and Infrastructure Approvals;
- m) "LETTER OF CREDIT" means the letter of credit provided by the Owner to the
   City in accordance with the requirements of this Agreement;
- n) "MAINTAIN" includes repair, replace or reinstate;
- o) "OWNER" or "OWNERS" includes the party of the First Part, its heirs, executors, administrators, successors and assigns and agents thereof or contractor or subcontractor carrying out the works for or on behalf of the Owner or Owners;
- p) "PLAN" or "PLAN OF CONDOMINIUM" or "CONDOMINIUM" means the plan of condominium submitted by the Owner for approval and includes the lands described in Schedule "A";
- q) "WATER PLANT" means the installation of watermains, services, meters, remote reading systems and appurtenances;
- "WORKS" includes those services, installations, structures and other works listed in and required by this Agreement to be provided;

s) "ROAD" shall mean those public roads or any part thereof, any daylighting triangles, and any areas of road widenings shown or laid out on the plan of condominium. The use of "Streets" or "Public Highways" shall be synonymous with "Road".

### **OBLIGATIONS**

2. The Owner covenants and agrees to satisfy all requirements, financial and otherwise, of the City, including but not limited to, the phasing of the plan for registration, the provision of roads, installation of services and utilities and drainage.

### INSTALLATION OF WATERMAINS AND HYDRANTS

- The Owner shall install all watermains and hydrants in the location and in accordance with the design and specifications and to the satisfaction of the City Engineer.
- 4. The Owner shall pay all costs incurred by the City in relation to the installation of watermains and hydrants including the cost of connection, sterilization, and inspection of the watermains by the City.

### SERVICING AND METERING

- The details of water servicing and metering for the individual units shall be to the satisfaction of the City Engineer.
- The Owner covenants and agrees to pay all related costs including the cost of connections and
  the supply and installation of Water Meters by the City Engineer.

#### "AS-BUILT PLANS"

7. Upon completion of the installation of all watermains, hydrants, and service pipes the Owner shall provide the City with a mylar of the "as-built" plan(s), certified under seal by a professional engineer, showing the location of the watermains, hydrants, and service pipes. Furthermore, the Owner shall provide the "as-built" information and the attribute data for the

water plant installation on diskette in a form that is compatible with the City's computerized systems.

# MAINTENANCE BY OWNER UNLESS CITY REQUESTED

8. The Owner acknowledges and agrees that the watermains and all other water appurtenances within the lands described in Schedule "A" are private watermains and appurtenances to be maintained by the Owner. The Owner shall enter into an agreement with the City to provide for all the maintenance of private watermains, private hydrants and private water services, as applicable. The City will, when requested to do so by the Owner, undertake necessary repairs to the hydrants, watermains, and service pipes at the Owner's expense.

# INDEMNIFICATION

9. The Owner shall indemnify and save harmless the City from all liability and demands and claims whatsoever arising from the inspection of or repairs to the hydrants and repairs to the watermains and/or service pipes.

#### PERMISSION TO ENTER

10. The Owner shall at all times allow the City and Fire Department to enter the property with machinery, materials, vehicles and equipment necessary to maintain, inspect, alter and repair the watermains and hydrants located on the land.

### **UNOBSTRUCTED ACCESS**

11. The Owner shall be responsible for providing free and unobstructed access to the work site, as required, including at its own cost keeping the hydrants free at all times from ice, snow or other material so that it will be readily accessible at all times to members of the Fire Department and the City.

# PAYMENT OF ACCOUNTS AND CONTACT FOR MAINTENANCE PURPOSES

(1) The Owner shall pay all accounts rendered by the City for work done under this
 Agreement within thirty (30) days of the date of billing, and, in the event of failure

C.1.2.362

- to pay, interest will be charged on the amount outstanding at the rate of one (1 1/4%) per month (16.08 percent per annum) on the first day of each calendar month (12.68 percent per annum) thereafter in which default continues.
- (2) Any payments received on accounts rendered shall be applied first to any interest which has accrued and the balance shall be applied to reduce the principal amounts outstanding.
- (3) In the event of failure to pay for work done under this Agreement within ninety (90) days of the date of billing the City may recover all monies due in the like manner as municipal taxes.
- (4) The Owner shall advise the City of the mailing address of the Owner and each change of address, and the name, address and telephone number of a person responsible to the Owner for service maintenance.

NAME: Dorothy Church c/o 3858197 Canada Inc.
ADDRESS: 225 Alvin Road, Ottawa, Ontario, KIK 4H6
TELEPHONE NO.: (613) 749-2574

### EASEMENTS FOR UTILITIES

- 13. (1) The Owner covenants and agrees to grant such easement and maintenance
  agreements as may be required for electrical, gas, water, sewer, telephone and
  cablevision facilities to the satisfaction of the appropriate authority and the Owner
  further covenants to register on title the said easement and maintenance agreements
  prior to the registration of the final Condominium Plan.
  - (2) The Owner covenants and agrees to pay the cost of any removal or relocation of any existing on-site and/or adjacent utility facility within this condominium including electrical, gas, water, sewer, telephone and cablevision which may be required as a direct result of this development to the satisfaction of the appropriate utility authority.
  - (3) The Owner covenants and agrees to coordinate the preparation of an overall utility distribution plan showing the location (shared or otherwise) and installation, timing and phasing of all required utilities (on-grade, below-grade or above-grade) through liaison

with the appropriate electrical, gas, water, sewer, telephone and cablevision authorities and including on-site drainage facilities and streetscaping, such location being to the satisfaction of all affected authorities.

### FLYING OF FLAGS

14. The Condominium Corporation shall not prohibit the flying of flags but may regulate them to ensure only that they are displayed in a safe manner and that they do not interfere with the reasonable use of other units.

### FINAL PLAN ON DISKETTE IN DIGITAL FORM

15. The Owner covenants and agrees to provide the final plan intended for registration on diskette in a digital form that is compatible with the City computerized system.

### STREET NAMING

The Owner covenants and agrees that all private streets shall be named to the satisfaction of the
 City.

### CONDITIONS OF SITE PLAN APPROVAL

17. The Owner covenants and agrees that this approval is subject to all conditions of the Site Plan Control application.

## DESIGNATED VISITOR PARKING SPACES

18. The Owner covenants and agrees that all designated visitor parking spaces, as shown on the approved site plan shall be used for visitor parking only.

### MEDICAL OFFICER OF HEALTH

19. The Owner covenants and agrees that it will provide an on-site storage facility for garbage and refuse and will make arrangements for the regular collection of garbage and refuse and for the sanitary maintenance of the buildings and grounds as required by the Health Unit of the City, to the satisfaction of the Medical Officer of Health, and the Owner shall advise the Medical

C.1.2.362

Officer of Health of the person who is authorized by the proposed Condominium Corporation to discuss matters of possible health violations, and who is responsible for the disposal and storage of garbage.

### HORIZONTAL CONTROL NETWORK

20. The Owner covenants and agrees that the condominium will be referenced, where possible, to the Horizontal Control Network, in accordance with the Municipal requirements and guidelines for referencing legal surveys. This shall be to the satisfaction of the City's Surveyor.

### **OUTSTANDING TAXES**

21. The Owner covenants and agrees to pay any outstanding taxes owing to the City prior to registration of the condominium.

### **ROADS**

22. The Owner covenants and agrees that all roads shall be designed and constructed to the satisfaction of the City.

### **PHASING**

23. The Owner covenants and agrees that the phasing of the plan of registration shall be to the satisfaction of the City.

# PRIOR TO FINAL APPROVAL OF THE PLAN

24. The Owner acknowledges and agrees that any time prior to the final approval of the Plan of Condominium for registration, the City may, in accordance with Section 51(44) of the Planning Act, R.S.O. 1990, c. P.13, amend, delete or add to the conditions and this may include the need for amended or new studies.

### DECLARATION OF PROPOSED CONDOMINIUM

25. This Agreement and everything contained herein shall enure to the benefit of and be binding upon the Owner and proposed Condominium Corporation and the City shall not be obliged to provide repair or maintenance service for the watermains or hydrants until the proposed Condominium Corporation is declared.

### **DEVELOPMENT CHARGES**

26. The Owner and its successors and assigns covenant and agree to inform prospective purchasers after registration of each Unit on the Plan of Condominium of the development charges that have been paid or which are still applicable to the Units on the Plan of Condominium. The applicable development charges shall be stated as of the time of the conveyance of the relevant Units in the Plan of Condominium and the statement shall be provided at the time of conveyance. The statement of the Owner of the applicable development charges shall also contain the statement that the development charges are subject to change in accordance with the Development Charges Act 1997 and the Education Development Charges Act.

### SUCCESSORS AND ASSIGNS

27. It is agreed and declared that this Agreement and covenants, provisos, conditions and Schedules herein shall enure to the benefit of and be binding upon the respective heirs, successors and assigns of each of the parties hereto. IN WITNESS WHEREOF, the Owner has hereunto set their hands and seals and the City has affixed its corporate seal, attested to by the hands of its proper signing officers.

SIGNED, SEALED AND DELIVERED

OTTAWA-CARLETON STANDARD
CONDOMINIUM CORPORATION NO. 6 54

Name: CRANT STEVENSON
Title: GSC-TREAS

Name: LAMBS STEW

Rick Common Deputy City Clerk

I/We have the authority to bind the Corporation

Title: POS VP

APPROVED FOR THE STATE OF THE S

# SCHEDULE "A"

# LEGAL DESCRIPTION OF LANDS

In the City of Ottawa and being composed of:

PDI: 15656 0001 to PDN 18656 0092, both inclusive, being

Units 1 to 92, both inclusive, Level 1, Ottawa-Carleton Standard Condominium Plan No. 656

LiMariaiGIBSON\ManorPrk-General\Sch.A City Agr2

This Agreement is being executed on behalf of the condominium owners pursuant to By-Law No. 2 registered on January 21, 2003 as Instrument No. OC161785 of Ottawa-Carleton Standard Condominium Corporation No. 656.

