

# ***DECLARATION***

***Carleton Condominium Corporation No. 37***

THE CONDOMINIUM ACT R.S.O. 1970

TO: THE MASTER OF TITLES AT OTTAWA

DECLARATION

PART I

MANDATORY STATUTORY PROVISIONS

ARTICLE I

OWNER

CAMPEAU CORPORATION, a company incorporated under the laws of the Province of Ontario, having its head office at 2932 Baseline Road, in the City of Ottawa, in the Regional Municipality of Ottawa-Carleton, in the Province of Ontario, declares that it is the owner in fee simple of the lands and premises in the Township of Nepean, in the Regional Municipality of Ottawa-Carleton, as more particularly described in Schedule "A" hereto.

ARTICLE II

STATEMENT OF INTENTION

CAMPEAU CORPORATION intends that the said lands and premises and interests appurtenant thereto as described in Schedule "A" hereto as is more particularly described in the Description that is submitted herewith for registration be governed by The Condominium Act, Revised Statutes of Ontario 1970, Chapter 77 and any amendments thereto, hereinafter referred to as "the Act".

ARTICLE III

CONSENT OF REGISTERED ENCUMBRANCERS

The persons as described in Schedule "C" hereto, each having a registered encumbrance against the lands and premises as described in the said Description or a part thereof,

which encumbrances are respectively set forth in the respective instruments entered in Parcel Number M-1 in the Register for Section 627624 in the Office of Land Titles at Ottawa hereby consent to the submission of the within Declaration for registration.

ARTICLE IV

PROPORTIONS OF COMMON INTEREST AND  
CONTRIBUTIONS TO THE COMMON EXPENSES

The land described in the said Description as of the time of registration of this Declaration and thereafter shall be comprised of units (severally hereinafter designated by Number) and of common elements.

The proportions of the interest in the common elements appurtenant to the units shall be the proportion of the common interest of the respective units in the common elements as is hereinafter set forth in Schedule "D" hereto opposite the number designating the respective unit.

The expenses of the performance of the objects and duties of the Corporation created upon registration of this Declaration and the said Description (hereinafter called the "Corporation") together with any expenses hereinafter specified as common expenses shall be common expenses.

The proportions of the common expenses in which the owners of the respective units shall contribute to the common expenses are as is hereinafter set forth in Schedule "D" hereto opposite the number designating the unit owned by the respective owner.

ARTICLE V

ADDRESS FOR SERVICE

The address for service shall be the part of the common elements designated on the Description as "Service

Building" having an address municipally known as 19 Midland Avenue, Ottawa, Ontario.

PART II

MANDATORY REGULATORY PROVISIONS

ARTICLE I

MONUMENTATION

The monuments controlling the extent of units are fully described in Schedule "B" hereto.

PART III

PERMISSIVE STATUTORY PROVISIONS

ARTICLE I

COMMON EXPENSES

Common expenses, without limiting the definition thereof as ascribed thereto by the Act, shall include the following:

- (a) all expenses of the Corporation incurred by it in the performance of its object and duties whether such objects or duties are imposed under the provisions of the Act or of the within Declaration or performed pursuant to any registered By-law of the Corporation;
- (b) all sums of money payable by the Corporation on account of any and all public and private suppliers of insurance coverage, utilities and services including, without limiting the generality of the foregoing, monies payable on account of:
  - insurance premiums
  - water
  - electricity
  - waste disposal
  - fuel
  - maintenance materials, tools and supplies;

- (c) all sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the common elements;
- (d) all sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance by the Corporation of its objects and duties;
- (e) all sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation;
- (f) all sums of money assessed by the Corporation (which sums shall be assessed in the same proportions as the proportions designated for common expenses in Article IV of Part I hereof) for collection from the unit owners to be set aside in a separate fund (hereinafter called the "Reserve Fund") and to be applied from time to time, in whole or in part, in the absolute discretion of the Corporation to the payment of any expenses the Corporation deems necessary or desirable for the performance of the objects or duties of the Corporation;
- (g) all sums of money payable under clause (b) of Article VI of Part III hereof;
- (h) all sums of money payable on account of realty taxes (including local improvement charges) levied against the property, until such time as such taxes are levied against each unit;
- (i) the fees and disbursements of the Insurance Trustee, if any;
- (j) the cost of maintaining fidelity bonds as provided in

ARTICLE II

EXCLUSIVE USE OF PARTS OF COMMON ELEMENTS

- (a) The owner of each unit shall have the exclusive use, subject to the provisions of this Declaration, the By-laws of the Corporation, and the rules and regulations passed pursuant thereto, of the parking space designated in the Description and numbered the same as the number of each such unit with the letter "P" following such number, shown on Part 2 of the Description;
- (b) Each owner shall have the exclusive use subject to the provisions of this Declaration, the By-laws of the Corporation and the rules and regulations passed pursuant thereto of the fenced rear yard immediately adjacent to his unit.

No owner shall without the written consent of the Board have access to those parts of the common elements designated by the Board from time to time as utilities areas, building maintenance storage areas, managers' offices, or any other part of the common elements used for the care or maintenance of the property.

ARTICLE III

OCCUPATION AND USE OF UNITS AND COMMON ELEMENTS

- (a) No unit shall be occupied by more than one single family and shall be used only as a residence for such single family and for no other purpose;
- (b) No unit shall be occupied by anyone whose occupancy shall give rise to the cancellation or the threatened cancellation of any policy of insurance referred to in Article XV of this Declaration. There shall be no duty imposed upon the Corporation to inquire into the acceptability of the occupier of any unit as an insured on any such policy of insurance;

- (c) If any unit owner shall do or permit anything to be done in the unit and/or common elements or bring or keep anything thereon which will in any way increase the risk of fire or other perils insured against and consequently will increase the premium rate of the policy or policies of insurance, then the unit owner shall pay in his next monthly contribution towards the common expenses after receipt of notice from the Corporation, all increases, in premium in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contribution towards the common expenses and recoverable as such. There shall be no duty imposed upon the Corporation to inquire into any matters which may increase the risk of fire or other perils insured against;
- (d) No unit owner shall do or permit anything to be done in the unit and/or common elements or bring or keep anything thereon which may give rise to the cancellation or the threatened cancellation of any policy of insurance referred to in Article XV of this Declaration.
- (e) Nothing herein contained shall prevent and no by-law or house rule shall be made to prevent Campeau Corporation from completing the buildings and all improvements to the property, remedying defects, maintaining units as models for display and sale purposes and otherwise marketing units and maintaining marketing and/or construction offices, displays and signs, provided that they are in accordance with any applicable by-laws of the municipality in which the property is situated, provided however that this paragraph shall remain in full force and effect for a period of one year only from the date of registration of this Declaration.

- (f) Except as herein provided, no part of the common elements shall be used for any purpose other than for such purpose or purposes as are incidental to the use of the units as single family private residences. Notwithstanding the foregoing no part of the common elements shall be occupied or used for parking, standing, placing, storing, leaving, leave standing or permitting the leaving of any motorized vehicle including an automobile, snowmobile, bicycle, motorcycle, truck or any other type of vehicle or accommodation including a trailer, bicycle, cart, wagon, boat, houseboat or any other article or thing which the Board may from time to time by By-law passed pursuant to the provisions of Section 10 of the said Act be deemed to be included within the aforesaid or deemed to adversely affect the use of the common elements for residential purposes. The Board may, in the absolute discretion of the Board, upon determining that a part of the common elements have been or are being used or occupied for a purpose herein prohibited cause such use or occupation to be terminated in such manner as the Board, in its sole discretion, deems necessary, the costs of which shall be borne jointly and severally by the owner of such unit having exclusive use of the part of the common element so affected, where applicable, and the owner of such chattel as is found to be the case for violation of such prohibited use or occupation. Nothing herein shall be deemed to prevent the parking of an automobile in the parking space as provided in Clause (a) of Article II of Part III hereof, or such part or parts of the common elements designated in the Description as "general parking".



- (g) The Corporation or any insurer of the property or any part thereof, their respective agents, or any other person authorized by the Board shall be entitled to enter any unit or any part of a common element to which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice, for the purpose of making inspection, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy, remedying any condition which would result in damage to the property, or carrying out any duty imposed upon the Corporation. In case of an emergency, an agent of the Corporation may enter the unit at any time without notice, for the purpose of correcting any condition which might result in damage or loss to the property. The Corporation or anyone authorized by it may determine whether an emergency exists. If any owner shall not be personally present to grant entry to his unit, the Corporation or its agents may forcibly enter upon such units without rendering them liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care. 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.
- (h) The Board may from time to time designate such part or parts of the common elements designated in the Description as "General Parking" for use and occupation by such owner or owners, their guests, agents or tenants or such other persons as the Board may from time to time determine for the purpose of parking motor vehicles. The Board may lease any part or parts or all of the parts of the common elements so designated for such period and upon such terms and conditions as the Board may from time to time determine. No part of the said

parts of the common elements so designated may be used by any person without the prior consent of the Board.

- (i) The part of the common elements designated on the said Description as "Service Building" shall be used by the Corporation as the head office of the Corporation and for such maintenance and administrative purposes as the Board may from time to time determine provided that in no event shall the space be used for residential purposes.

#### ARTICLE IV

##### PROVISIONS RESTRICTING GIFTS, LEASES AND SALES OF THE UNITS AND COMMON ELEMENTS

The provisions of the said Act, this Declaration and the registered By-laws of the Corporation shall apply.

#### ARTICLE V

##### THE BOARD OF DIRECTORS

The specification of the number, qualification, nomination, election, term of office, compensation and removal of members of the Board, and the meetings, quorum, functions and officers of the Board shall be specified from time to time by the registered By-laws of the Corporation.

#### ARTICLE VI

##### DUTIES OF THE CORPORATION

The duties of the Corporation shall, without limiting the duties imposed under the Act, or this Declaration or performed pursuant to any registered By-law of the Corporation, include the following:

- (a) To settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted by or on behalf of the Corporation or the property or any part thereof;

(b) Subject to the prior authorization by By-law in each case, to borrow such amounts from time to time as in its discretion it is necessary or desirable to borrow in order to protect, maintain, preserve, or insure the due and continued operation of the property in accordance with the terms hereof, and to secure any such loan by mortgage, pledge or charge of any of the real or personal property of the Corporation and to add the cost of paying the interest on, and principal of any such loan to the common expenses;

(c) Subject as herein provided, to retain and hold any securities or other property, either real or personal, which shall be received at any time hereunder, whether or not such property be of the character authorized by any law present or future for the investment of trust funds;

(d) Subject as herein provided, to sell, convey, exchange, give an option or other right to buy, assign, or otherwise dispose of any and all real and personal property at any time held hereunder by the Corporation, either at public auction or private sale, for cash or upon credit, secured or unsecured, and at such time or times and in such manner and for such price as the Corporation in its absolute discretion deems advisable, and to make, execute and deliver good and sufficient deeds and conveyances thereof and therefor;

(e) To employ and pay the compensation of such counsel, engineers, accountants, experts, appraisers, advisers, maintenance and repairmen or other persons as it may deem advisable;

(f) To enter into such management agreement or agreements with any person, firm or company and on such terms and conditions as the Corporation may in its sole and absolute discretion determine from time to time provided that no such management agreement shall exceed a term of two (2) years

including any and all rights of renewal thereof. Notwithstanding the foregoing, the Corporation may in its sole and absolute discretion enter into any agreement or agreements with any public or private supplier of electric power, telephone service or any fuel including oil or gas for the purpose of such supplier repairing, replacing, operating and maintaining the equipment necessary to service such power, telephone service or fuel.

(g) To lease such part or parts of the common elements as is hereinbefore provided in paragraph (h) of Article III of Part III hereof.

#### ARTICLE VII

##### MAJORITY TO MAKE BY-LAWS

The provisions of the Act shall apply.

#### ARTICLE VIII

##### ASSESSMENT AND COLLECTION OF CONTRIBUTIONS TOWARD THE COMMON EXPENSES

The assessment and collection of contributions toward the Common Expenses shall be regulated by the registered By-laws of the Corporation.

#### ARTICLE IX

##### MAJORITY REQUIRED TO MAKE SUBSTANTIAL CHANGES IN THE COMMON ELEMENTS AND ASSETS OF THE CORPORATION

The provisions of the Act shall apply.

#### ARTICLE X

##### SUBSTANTIAL ADDITION, ALTERATION OR IMPROVEMENT TO OR RENOVATION OF THE COMMON ELEMENTS

The provisions of Subsections 1 and 2 of Section 14 of the Act shall apply.

ARTICLE XI

OBLIGATION TO REPAIR AND MAINTAIN  
UNITS AND COMMON ELEMENTS

(a) Repairs by the owners:

All repairs to any unit shall be made by the owner of such unit unless the damage to a unit is included in a determination that there has been substantial damage to 25 per cent or more of the buildings as provided in Section 17 of the Act. The Corporation shall make any repairs that an owner is obliged to make and are not made within a reasonable time. Should such repairs by the Corporation be made necessary as a result of the failure of an owner to make such repairs, such owner shall be deemed to have consented to having such repairs made by the Corporation and such owner shall be obliged to reimburse the Corporation for the cost of such repairs;

(b) Repairs by the Corporation:

All repairs to the common elements shall be made by the Corporation.

The Corporation shall repair all units providing there has been a determination of substantial damage to 25 per cent or more of the buildings and the owners who own at least 80 per cent of the common elements have voted to repair as provided in Section 17 of the Act;

(c) Maintenance by the Owners:

All maintenance of units shall be made by the respective owners of such units.

(d) Maintenance by the Corporation:

(i) The Corporation shall maintain the common elements.

(ii) Notwithstanding the duty imposed upon the owners to maintain their respective units, the Corporation shall as agents for the respective owners, maintain those parts of the units limited to the exterior surfaces of the doors, windows, door frames and window frames situate at the outer limits of the units, the costs of which shall be included as a common expense.

(e) Restrictions on Repairs and Maintenance:

No owner shall, unless there is a duty herein provided, repair or maintain any part of the property. In the event an owner either repairs or maintains any part of the property, except where a duty has herein been imposed upon such owner to repair or maintain, the Corporation shall effect such repairs, maintenance or renovations as the Board may in its sole discretion direct of such repairs or maintenance effected by such owner and such owner shall pay the Corporation for the costs of such repairs, maintenance or renovations.

ARTICLE XII

**SPECIFICATION OF PERCENTAGE OF SUBSTANTIAL  
DAMAGE TO BUILDING AND OF MAJORITY REQUIRED  
TO AUTHORIZE REPAIR**

The provisions of the Act shall apply.

ARTICLE XIII

**MAJORITY REQUIRED FOR A SALE OF THE PROPERTY  
OR OF PART OF THE COMMON ELEMENTS**

The provisions of the Act shall apply.

ARTICLE XIV

**MAJORITY REQUIRED TO TERMINATE GOVERNMENT OF  
THE PROPERTY BY THE ACT**

The provisions of the act shall apply.

ARTICLE XV

**OTHER MATTERS CONCERNING THE PROPERTY**

(a) Notices:

(i) After Substantial damage;

Where the Board has determined whether there has been substantial damage to 25 per cent or more of the buildings, notice of such determination shall within 10 days thereof be given by registered mail to the owners and mortgagees entered in the register kept for such purpose in accordance with the provisions of By-law No. 1 of the Corporation.

Such notice may be combined with the notice to the owners of a meeting of members called for the purpose of voting for repair, or termination of the condominium corporation.

(ii) General:

Any notice required or permitted to be given hereunder to an owner shall be properly given if served personally or mailed by prepaid registered mail to such owner at the address of his unit, and if served personally shall be deemed to have been given on the date of such service, and if mailed, shall be deemed to have been given on the date next following the mailing thereof at a post office in the Regional Municipality of Ottawa-Carleton. Any notice required or permitted to be given to the Corporation shall be properly given if delivered or mailed by prepaid registered post to the Corporation at 19 Midland Avenue, Ottawa, Ontario or such address as may from time to time be determined by By-law of the Corporation, a copy of which has been duly registered, and such notice shall be deemed to have been given on the date so delivered or on the day next following the mailing thereof in the said Regional Municipality of Ottawa-Carleton.

(b) Additions, Alterations or Improvements by owners:

No owner shall make any structural change in or to his unit or any change to an installation upon the common elements, maintain, decorate, alter or repair any part of the common elements without the prior written consent thereto of the Board. Any such change shall, if approved by the Board, be made in accordance with the provisions of all relevant municipal and other governmental by-laws, rules, regulations, or ordinances, and in accordance with the conditions, if any, of such approval by the Board.

(c) Insurance:

(1) The Corporation shall be required to obtain and maintain to the extent obtainable by the Board from the Insurance industry the following insurance;

(aa) Insurance against damage by fire and extended coverage and such other perils as the Board may from time to time deem advisable,

insuring,

(i) the property excluding the units,

(ii) personal property owned by the Corporation, but not including furnishings,

furniture or other personal property

supplied or installed by the owners,

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

(bb) Insurance against damage by fire and extended coverage and such other perils as the Board may from time to time deem advisable, insuring the units as they existed at the date of registration of this declaration and excluding any improvements made by the owners, in an amount equal to the full replacement cost of such units without deduction for depreciation. Providing there has been a determination by the Board of substantial damage to at least 25 per cent of the building, such policy or policies of insurance shall provide that loss shall be payable to the Insurance Trustee, and the Corporation shall have the exclusive right to adjust any loss with the insurer and the owner of a damaged unit shall be bound by such adjustment.

In the event that:

(i) the Corporation is obliged to repair any unit insured the Insurance Trustee shall hold all proceeds for the Corporation and pay the same to the Corporation in order to satisfy its obligation to make such repairs;



(ii) there is no obligation by the Corporation to repair any unit in accordance with the provisions of Section 17 (2) of the Act, and there is termination in accordance with the provisions of Section 18 of the Act or otherwise the Insurance Trustee shall hold all proceeds from all policies of insurance obtained by the Corporation under this Article and in force for the owners in the proportion of their respective common interests and shall pay such proceeds to the owners in such proportions upon registration of a notice of termination by the Corporation; Notwithstanding anything to the contrary herein contained, any proceeds payable by the Insurance Trustee to the owners in accordance with the provisions of this sub-paragraph (bb)(ii) shall be subject to payment in favour of any mortgagees to whom such loss shall be payable in such policy of insurance, and in satisfaction of any liens registered by the Corporation against such unit.

(cc) Public liability and property damage insuring the liability of the Corporation with limits to be determined by the Board but in no event for less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00).

(dd) The Corporation shall have the right, as agent for the registered owners from time to time to obtain and maintain, to the extent obtainable, insurance against damage by fire and extended coverage insuring the units as they existed at the date of registration of this Declaration, the cost for which shall be included as a common expense.

Such policy or policies of insurance shall provide that loss shall be payable to the Corporation in trust for the owners of the damaged units and all relevant registered mortgagees providing there has been a determination by the Board of substantial damage to less than 25 per cent of the buildings. The Corporation shall have the exclusive right to adjust any loss with the insurer and the owner and mortgagee of a damaged unit shall be bound by such adjustment.

(2) All policies of physical damage insurance placed as herein provided shall to the extent obtainable, be endorsed to provide the following:

(aa) The insured shall be described as the Corporation and the owners from time to time as their respective interests may appear;

(bb) The insurer shall waive subrogation against the Corporation and the Owners, except for arson and fraud;

(cc) Such policies shall not be cancelled or substantially modified by the insurer without at least sixty (60) days prior written notice to all parties appearing on such policies as having an interest therein and to the Insurance Trustee;

(dd) Such policies shall not be void or voided by reason of any act or omission by the insured or any of them not by breach of any statutory condition by the insured or any of them;

(ee) The Insurer shall forthwith, at the request of any mortgagee having an interest in the whole or any part of the property, provide such mortgagee with either the original or a duplicate original or a certified copy of such policies together with certified copies of all endorsements thereon;

(ff) The insurer shall forthwith, at the request

of any unit owner, provide such unit owner with either a certified copy of such policies together with certified copies of all endorsements thereon or with a subpolicy or with a certificate of insurance issued in the name of such unit owner;

(gg) The Insurer shall, not later than ten (10)

days prior to the date upon which such a policy

expires, deliver to the Corporation and first

mortgagee either a certificate certifying that

such policy has been renewed or the original or

a certified copy of such new policy of insurance

as may have been issued to replace such policy;

(hh) Any coverage provided or moneys payable under

any such policies shall not be brought into

contributions with any coverage or moneys payable

under any insurance purchased by any unit owner

or mortgagee;

(ii) Subject to the provisions of sub-paragraph

(1)(bb) of this Article, such policy shall pro-

vide that loss shall be payable to the Corpora-

tion and the Insurance Trustee where such loss

exceeds the sum of FIVE THOUSAND DOLLARS (\$5,000.00)

otherwise loss shall be payable to the Corporation;

(jj) Providing there has been a determination by

the Board of substantial damage to at least 25

per cent of the Building and there is termination

in accordance with the provisions of Section 18

of the Act, the Insurer shall waive statutory

condition number 13 allowing it to repair, rebuild

or replace the property instead of making payment.

Prior to obtaining any policy of insurance or any renewal thereof the Board shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be effected pursuant to this Article and the cost of such appraisal shall be a common expense.

(3) Insurance Trustee;

The Board on behalf of the Corporation shall enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under the ~~Loan and Trust Corporations Act~~ and having a capital surplus and undivided profits of at least \$10,000,000.00 or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide for the following:

(aa) the receipt by the Insurance Trustee of any proceeds of insurance payable to the Corporation where such proceeds exceed the sum of FIVE THOUSAND (\$5,000.00) Dollars;

(bb) receipt by Insurance Trustee of any proceeds of insurance payable to the Insurance Trustee as required by paragraph (1)(bb) of this Article;

(cc) the holding of such proceeds in trust for those entitled thereto;

(dd) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust agreement.

In the event that the Board is unable to enter into such agreement with such Trust Company or such Chartered Bank by reason of their refusal to act the Board may enter into such agreement with such other Corporation authorized to act as a Trustee, as in its discretion the Board may deem advisable.

The Corporation shall pay the fees and disbursements of any insurance trustee and any such fees and disbursements shall constitute a common expense.

(d) Indemnification:

(1) Each owner shall indemnify the Corporation against any loss, cost, damage or injury caused to the common elements because of the act or omission of such owner or the residents of his unit or by any guest of such owner or resident except for any loss, cost, damage or injury insured against by the Corporation save and

except for wilful damage. The Corporation shall have the same remedies for non-payment of such indemnification as it has to collect common expense levies.

(2) The Corporation shall indemnify and save harmless the owner of each unit from any losses, damages or liabilities whatsoever which the owner may suffer

or incur with respect to any damage done to the unit

as the result of the negligence or wilful act of the

agents, servants of independent contractors of the

Corporation or for any damage to the unit substan-

tially resulting from the repair or maintenance by

the Corporation of the common elements, provided that

notwithstanding anything hereinbefore contained, the

owner agrees to look solely to the funds received

from the insurer of the public liability and property

damage insurance in the event of such loss.

(e) Units subject to Declaration, By-laws, Rules and Regulations:

(1) All present and future owners, tenants and residents of units shall be subject to and shall comply with the provisions of the Declaration, the By-laws and the rules and regulations. The acceptance of a deed or transfer or the entering into a lease or the entering into occupancy of any unit shall constitute an agreement that the provisions of this Declaration, the By-laws and the rules and regulations as they may be amended from time to time are accepted and ratified by such owner, tenant or resident and all of such provisions shall be deemed and taken to be covenants running with the lands and shall bind any person having at any time, any interest or estate in such unit as though such provisions were recited and stipulated in full in each and every such deed or transfer or lease.

(2) For the purposes of this Section if an owner desires to lease his premises, then he shall furnish to the Corporation an undertaking signed by the Lessee that the Lessee and other residents of the unit will comply with the provisions of the Act, the Declaration, the By-laws and the rules and regulations relating to the use of the unit and common elements. The owner making a lease shall not be relieved thereby from any of his obligations which shall be joint and several with his Lessee.

(f) Expropriation:

(1) Total Expropriation:

In the event of expropriation of the whole of the property, the compensation to be paid for the whole of the property shall be negotiated and finalized by the Corporation subject to the ratification of such compensation by the owners of 75 per cent of the common interests at a special meeting called for the purpose, whether or not proceedings are necessary, and the compensation less expenses involved, if any, in obtaining the said compensation, shall be distributed among the unit owners in proportion to their interest in the common elements.

(2) Part of Common Elements Only Taken:

If no units are affected by the expropriation and the expropriation includes part of the common elements, the compensation shall be negotiated and finalized by the Corporation, whether or not proceedings are necessary, and the compensation shall be distributed among the owners in proportion to their interest in the common elements.

(g) Invalidity:

The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity and enforceability or effect of the remainder of this Declaration and in such event, all of the other provisions of this Declaration shall continue in full force

and effect as if such invalid provision had never been included herein.

(h) Waiver:

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

(i) Gender:

The use of the masculine gender in this Declaration, shall be deemed to refer to the feminine or neuter and the use of the singular shall be deemed to refer to the plural and vice versa whenever the context so requires.

(j) Headings:

The headings in the body of this Declaration form a part of the Declaration but shall be deemed to be inserted for convenience of reference only.

(k) Voting Rights of Mortgagee or Chargee:

Where a mortgage or charge registered against the title to either all units or a unit and the interest of the common elements appurtenant to the unit so provides, the mortgagee or chargee shall have the right to

(1) exercise all voting rights of the owner or owners from time to time of the unit;

(2) revocably authorize the owner or owners from time to time of the unit to vote in the place and stead of the mortgagee or chargee;

provided that such rights may be exercisable only by the mortgagee or chargee having first title priority over any other mortgagee or chargee of the relevant unit.

Any notice required to be given by the Corporation to an owner shall also be given to every mortgagee on record in like manner provided such mortgagee has notified the Corporation of the interest of the mortgagee by prepaid registered mail addressed to the Corporation at least ten (10) clear days prior to the date upon which the Corporation gives such Notice.

(1) Common Expense Statement:

The Corporation shall, upon demand by a registered encumbrancer, a unit owner or the agent of such owner, provide within ten (10) days of receipt of such demand, a Statement of such owner's liability to or equity in the common expense account as at the most recent date for payment of common expense levies. The Corporation shall be paid a fee of FIVE DOLLARS (\$5.00) for every such statement provided.

(m) Reserve Fund Investments:

Pending application of the Reserve Fund, the Corporation shall cause the same to be deposited in a separate account with a Chartered Bank or Trust Company or to be invested in securities in which trust funds may be invested under the applicable statute law of the Province of Ontario, or partly deposited in one or more such accounts and partly invested in such securities as the Corporation may in its absolute discretion determine from time to time, and any income from such deposits and securities shall be added to the capital of the Reserve Fund.

(n) Costs:

All costs, charges and expenses and all solicitors' charges (as between a solicitor and his client) which may be incurred by the Corporation in taking any action, including the institution of an action or summary proceeding against an owner, shall immediately become due and payable by such owner and may be added to and recovered in the same manner as recovery of an owner's default in his obligations to contribute to the Corporation towards the common expenses.

(o) Power of the Corporation:

Unless otherwise provided all powers conferred upon the Corporation may be exercised by the Board of Directors of the Corporation.



(p) Definitions:

The definitions as determined in the said The Condominium Act, Revised Statutes of Ontario 1970, Chapter 77 as amended, shall apply to all words and phrases hereof where applicable.

(q) Interpretations:

The provisions of The Interpretations Act, R.S.O. 1970, Chapter 225 as amended shall apply to the interpretations of all words and phrases hereof.

THIS DECLARATION is made pursuant to the Condominium Act, R.S.O. 1970, Chapter 77.

DATED AT OTTAWA this 14th day of JUNE 1974.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seal under the hands of their proper officers duly authorized in that behalf.

OWNER

CAMPEAU CORPORATION

per:

M. Lalonde  
SENIOR VICE-PRES.

L. P. P.  
SECRETARY

ENCUMBRANCERS

ROYAL BANK OF CANADA

per:

G. B. B.  
Assistant General Manager

E. K.  
Assistant Secretary

THE CORPORATION OF THE TOWNSHIP OF NEPEAN

per:

A. B.

REEVE

J. B.  
CLERK

APPROVED  
OR SIGNATURE

J. B.

THE REGIONAL MUNICIPALITY OF  
OTTAWA-CARLETON

per:

W. J. Pollock  
CHAIRMAN

D. B. H. H. H.  
CLERK

THE HYDRO ELECTRIC COMMISSION  
OF THE TOWNSHIP OF NEPEAN

per:

W. J. H. H. H.  
AUTHORIZED OFFICER

W. J. H. H. H.  
AUTHORIZED OFFICER

THE BELL TELEPHONE COMPANY  
OF CANADA

W. J. H. H. H.

VICE-PRESIDENT

W. J. H. H. H.

ASST. SECRETARY

TEXACO CANADA LIMITED

per:

W. J. H. H. H.

W. J. H. H. H.  
VICE-PRESIDENT

APPROVED  
As To  
Form  
W. J. H. H. H.  
REGIONAL  
COMMITTEE

B. T. Co.  
Approved  
as to form  
W. J. H. H. H.  
Law Dept.  
Western Region

BELL CANADA  
APPROVED  
AS TO INTENT  
W. J. H. H. H.  
VICE-PRESIDENT  
DIST. CT. ENGINEER

APPROVED AS TO  
FORM  
DESCRIPTION  
TERMS  
W. J. H. H. H.

SCHEDULE "A"

DESCRIPTION

Block "M" on Plan 627624 of the Township of Nepean,  
in the Regional Municipality of Ottawa-Carleton,  
designated as Parts 1 and 2 on Reference Plan 4R-778  
filed in the Land Registry Office No. 4 at Ottawa.

SUBJECT to the right and easement in perpetuity over  
PART 2 on Plan 4R-778 in favour of The Hydro Electric  
Commission of the Township of Nepean as set out in  
Instrument 634034.

SUBJECT to the right and easement in perpetuity over  
PART 2 on Plan 4R-778 in favour of The Bell Telephone  
Company of Canada as set out in Instrument 639146.

SUBJECT to an easement in perpetuity over PART 2 on  
Plan 4R-778 in favour of Texaco Canada Limited as set  
out in Instrument 639147.

SCHEDULE "B"

MONUMENTATION

The monuments which control the extent of the units are the

physical surfaces hereinafter referred to:-

HORIZONTAL BOUNDARIES OF UNITS ARE-

- (a) The lower boundary of the unit is the upper surface of the poured concrete basement floor.
- (b) The upper boundary of the unit is the upper surface of the drywall ceiling on the second floor.
- (c) In certain units where the top floor protrudes, the lower boundary of the unit is the lower unfinished line and face of the 2" x 10" floor joists.
- (d) In certain units in the vicinity of the recessed entry way, the lower boundary of the unit is the upper unfinished line and face of the 2" x 10" floor joists (above entry way).

VERTICAL BOUNDARIES OF UNITS ARE-

- (a) The vertical boundary of a unit is the interior face of the poured concrete wall in the basement and the inside line and face of the 2" x 4" studs and the interior face of the concrete block wall on the first and second floor.
- (b) The above boundaries of (a) are produced across openings for windows and doors.
- (c) In the vicinity of fireplaces in certain units the boundaries are parallel with the actual fireplace wall as constructed and distant 5" therefrom measured into the wall. In the vicinity of the flue the boundary is the unit side of the block.

SCHEDULE "C"

ENCUMBRANCERS

REGISTERED INSTRUMENT  
NUMBERS

The Royal Bank of Canada

642008 (City Registry) /

The Corporation of the Township  
of Nepean

628614 (City Registry)

The Regional Municipality of  
Ottawa-Carleton

627844 (City Registry)

The Hydro Electric Commission  
of the Township of Nepean

634034 (City Registry)  
628614 (City Registry)

The Bell Telephone Company of  
Canada

639146 (City Registry)

Texaco Canada Limited

639147 (City Registry)

SCHEDULE "D"

<u>UNIT NUMBER</u>	<u>LEVEL NUMBER</u>	<u>PROPORTION OF COMMON INTEREST IN PERCENTAGES</u>	<u>CONTRIBUTION OF COMMON EXPENSES IN PERCENTAGES</u>
1	1	1.069%	25/24%
2	1	1.069%	25/24%
3	1	1.013%	25/24%
4	1	1.069%	25/24%
5	1	1.028%	25/24%
6	1	1.069%	25/24%
7	1	1.013%	25/24%
8	1	1.013%	25/24%
9	1	1.069%	25/24%
10	1	1.125%	25/24%
11	1	1.013%	25/24%
12	1	1.125%	25/24%
13	1	1.069%	25/24%
14	1	1.069%	25/24%
15	1	1.028%	25/24%
16	1	1.028%	25/24%
17	1	1.069%	25/24%
18	1	1.013%	25/24%
19	1	1.069%	25/24%
20	1	1.013%	25/24%
21	1	1.069%	25/24%
22	1	1.056%	25/24%
23	1	1.048%	25/24%
24	1	1.105%	25/24%
25	1	1.110%	25/24%
26	1	0.991%	25/24%
27	1	0.991%	25/24%
28	1	1.048%	25/24%
29	1	1.048%	25/24%
30	1	1.048%	25/24%
31	1	1.048%	25/24%
32	1	1.048%	25/24%

SCHEDULE "D"

<u>UNIT NUMBER</u>	<u>LEVEL NUMBER</u>	<u>PROPORTION OF COMMON INTEREST IN PERCENTAGES</u>	<u>CONTRIBUTION OF COMMON EXPENSES IN PERCENTAGES</u>
33	1	0.991%	25/24%
34	1	1.060%	25/24%
35	1	1.005%	25/24%
36	1	1.048%	25/24%
37	1	1.056%	25/24%
38	1	1.005%	25/24%
39	1	1.048%	25/24%
40	1	1.048%	25/24%
41	1	0.991%	25/24%
42	1	1.105%	25/24%
43	1	1.056%	25/24%
44	1	0.991%	25/24%
45	1	0.991%	25/24%
46	1	1.048%	25/24%
47	1	1.048%	25/24%
48	1	1.105%	25/24%
49	1	1.048%	25/24%
50	1	1.105%	25/24%
51	1	1.056%	25/24%
52	1	0.991%	25/24%
53	1	0.991%	25/24%
54	1	1.048%	25/24%
55	1	1.105%	25/24%
56	1	0.991%	25/24%
57	1	1.048%	25/24%
58	1	0.991%	25/24%
59	1	0.991%	25/24%
60	1	1.005%	25/24%
61	1	1.105%	25/24%
62	1	1.048%	25/24%

SCHEDULE "D"

<u>UNIT NUMBER</u>	<u>LEVEL NUMBER</u>	<u>PROPORTION OF COMMON INTEREST IN PERCENTAGES</u>	<u>CONTRIBUTION OF COMMON EXPENSES IN PERCENTAGES</u>
63	1	1.105%	25/24%
64	1	1.056%	25/24%
65	1	0.991%	25/24%
66	1	1.048%	25/24%
67	1	1.048%	25/24%
68	1	0.991%	25/24%
69	1	1.105%	25/24%
70	1	1.105%	25/24%
71	1	0.991%	25/24%
72	1	1.048%	25/24%
73	1	1.005%	25/24%
74	1	1.005%	25/24%
75	1	1.048%	25/24%
76	1	1.048%	25/24%
77	1	1.105%	25/24%
78	1	0.991%	25/24%
79	1	1.048%	25/24%
80	1	1.048%	25/24%
81	1	0.991%	25/24%
82	1	1.105%	25/24%
83	1	1.048%	25/24%
84	1	0.991%	25/24%
85	1	0.991%	25/24%
86	1	1.048%	25/24%
87	1	1.005%	25/24%
88	1	1.060%	25/24%
89	1	0.991%	25/24%
90	1	0.991%	25/24%
91	1	1.048%	25/24%
92	1	1.048%	25/24%
93	1	1.048%	25/24%



SCHEDULE "D"

<u>UNIT NUMBER</u>	<u>LEVEL NUMBER</u>	<u>PROPORTION OF COMMON INTEREST IN PERCENTAGES</u>	<u>CONTRIBUTION OF COMMON EXPENSES IN PERCENTAGES</u>
95	1	0.991%	25/24%
96	1	1.048%	25/24%

104496  
DATED

June 4, 1974

CARLETON CONDOMINIUM CORPORATION

NO. 37

---

D E C L A R A T I O N

---

SEGUIN LANDRIAUPT PATENAUD BOUCHER  
& GUINDON  
BARRISTERS AND SOLICITORS  
233 GILMOUR STREET SUITE 400  
OTTAWA ONTARIO

Unit No.	% Interest
1	1.069
2	1.069
3	1.013
4	1.069
5	1.028
6	1.069
7	1.013
8	1.013
9	1.069
10	1.125
11	1.013
12	1.125
13	1.069
14	1.069
15	1.028
16	1.028
17	1.069
18	1.013
19	1.069
20	1.013
21	1.069
22	1.056
23	1.048
24	1.105
25	1.110
26	0.991
27	0.991
28	1.048
29	1.048
30	1.048
31	1.048
32	1.048
33	0.991
34	1.060
35	1.005
36	1.048
37	1.056
38	1.005
39	1.048
40	1.048
41	0.991
42	1.105
43	1.056
44	0.991
45	0.991
46	1.048
47	1.048
48	1.105

Ownership

Unit No.	% Interest
49	1.048
50	1.105
51	1.056
52	0.991
53	0.991
54	1.048
55	1.105
56	0.991
57	1.048
58	0.991
59	0.991
60	1.005
61	1.105
62	1.048
63	1.105
64	1.056
65	0.991
66	1.048
67	1.048
68	0.991
69	1.105
70	1.105
71	0.991
72	1.048
73	1.005
74	1.005
75	1.048
76	1.048
77	1.105
78	0.991
79	1.048
80	1.048
81	0.991
82	1.105
83	1.048
84	0.991
85	0.991
86	1.048
87	1.005
88	1.060
89	0.991
90	0.991
91	1.048
92	1.048
93	1.048
94	1.048
95	0.991
96	1.048

Documentation  
File

FOR OFFICE USE ONLY

OC 120322

JAN 31 2011

09.31

CERTIFICATE OF RECEIPT  
CERTIFICAT DE REÇU  
DE LAWA-CARLETON (4)

New Property Identifiers

Additional:  
See  
Schedule ☐

Executions

Additional:  
See  
Schedule ☐

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 3 pages

(3) Property Identifier(s)

Block 15037-0001 to 15037-0096

Additional:  
See  
Schedule ☐

(4) Nature of Document

Amendment to Declaration  
Condominium Act, 1998 - section 107

(5) Consideration

Dollars \$

(6) Description

All units and common elements comprising the property included in  
Carleton Condominium Plan No. 37  
City of Ottawa  
Land Titles Division of Ottawa-Carleton No. 4

(7) This Document Contains:

(a) Redescription  
New Easement  
Plan/Sketch ☐

(b) Schedule for:

Description ☐ Additional Parties ☐ Other ☒

(8) This Document provides as follows:  
See attached Schedule.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)  
LT104496

(10) Party(ies) (Set out Status or Interest)  
Name(s)

CARLETON CONDOMINIUM CORPORATION NO. 37  
by its solicitors Nelligan O'Brien Payne LLP

Signature(s)

Per:  
Nancy Houle

Date of Signature  
Y M D

2011 01 20

(11) Address  
for Service

1500 - 50 O'Connor St., Ottawa, ON K1P 6L2

(12) Party(ies) (Set out Status or Interest)  
Name(s)

Signature(s)

Date of Signature  
Y M D

(13) Address  
for Service

(14) Municipal Address of Property

Multiple

(15) Document Prepared by:

Nancy Houle  
Nelligan O'Brien Payne LLP  
50 O'Connor Street  
Suite 1500  
Ottawa, Ontario  
K1P 6L2

Fees and Tax

Registration Fee

Total

Condominium Act, 1998

**AMENDMENT TO DECLARATION OR DESCRIPTION**  
(under section 107 of the *Condominium Act, 1998*)

Carleton Condominium Corporation No. 37 amends, as set out in the attached Schedule:

☒ its declaration registered as Instrument No. LT104496 on June <sup>14</sup>18, 1974,

☐ Sheet \_\_\_ of Part \_\_\_ of the description of \_\_\_ Condominium Plan No. \_\_\_,  
~~registered in the Land Registry Office for the Land Titles Division of Ottawa (No. 4),~~  
~~on \_\_\_\_\_, 20\_\_.~~ its description identified as ..... (identify  
condominium plan as specified in subsection 27(2) of  
this regulation)

We certify that the amendment to the declaration/description that is set out in the attached Schedule complies with the requirements of section 107 of the Condominium Act, 1998.

Dated this 30 day of December, 2010.

Carleton Condominium Corporation No. 37

per: J. Harper  
Name: JE HARPER  
Title: PRESIDENT

per: Kathy Jackson Fong  
Name: Kathy Jackson Fong  
Title: Past President & Building Director

We have authority to bind the Corporation

3

**Carleton Condominium Corporation No. 37**  
**("The Corporation")**

**AMENDMENT TO DECLARATION**

The Corporation's Declaration, which was registered on June 14, 1974, as Instrument No. LT104496, (the "Declaration") is hereby amended as follows:

**Article I**  
**DEFINITIONS**

All words used herein which are defined in the *Condominium Act, 1998*, as amended, or any successor thereto (the "Act"), shall have ascribed to them the meanings as set out in the Act.

**Article II**  
**AMENDMENT TO DECLARATION**

The Corporation's Declaration is amended as follows:

1. By adding the following sentence as Article XI(a)(i) to the said Declaration:
  - (i) The owner of the unit shall also be responsible for repairing the exterior doors, windows, exterior door frames and window frames which are exclusive to the unit.
2. By replacing the first paragraph of Article XI(b) of the said Declaration with the following:

The Corporation shall repair all common elements save and except the exterior doors, windows, exterior door frames and window frames, not including the interior surfaces of the doors, windows, doorframes and window frames.
3. By adding the following sentence as Article XI(c)(i) to the said Declaration:
  - (i) The owner of the unit shall also be responsible for maintaining the exterior doors, windows, exterior door frames and window frames which are exclusive to the unit.
4. By replacing Article XI(d)(i) of the said Declaration with the following:
  - (ii) The Corporation shall maintain the common elements, save and except for the doors, windows, door frames and window frames, not including the interior surfaces of the doors, windows, doorframes and window frames.

Dated at Ottawa, this 30 day of December, 2010.

Carleton Condominium Corporation No. 37

per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*J E HARPER*  
**J E HARPER**

**PRESIDENT**

per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Kathy Jackson Fong*  
**Kathy Jackson Fong**

**Past President & Building Director**

We have authority to bind the corporation