

TO: THE MATTER OF TITLES AT OTTAWA

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION is made by:

URBANETICS LIMITED

a body corporate under the laws of the Province of Ontario, having its head office at the City of Ottawa, in the Regional Municipality of Ottawa-Carleton, in the Province of Ontario,

hereinafter called the "DECLARANT"

## DEFINITIONS

### 1. In the Declaration.

- (a) ACT - means the Condominium Act, R.S.O, 1970, Chapter 77, as amended from time to time, and Regulations made thereunder;
- (b) BOARD - means the Board of Directors of the Corporation;
- (c) BUILDING - means the Buildings included in the Property;
- (d) BY-LAW - means a by-law of the Corporation;
- (e) COMMON ELEMENTS - means all the property except the Units;
- (f) COMMON EXPENSES - means the expenses of the performance of the objects and duties of the corporation and any expenses specified as Common Expenses in the Declaration;
- (g) COMMON INTEREST - means the interest in the Common Elements appurtenant to a Unit;
- (h) CORPORATION - means the Corporation incorporated by this Act;
- (I) DECLARATION - means the Declaration specified in the Act and includes amendments made to it from time to time;
- (J) DESCRIPTION - means the Description filed herewith pursuant to the provisions of the Act;
- (k) ENCUMBRANCE - means a claim that secured the payment of money or the performance of any other obligation, and includes a charge under The Land Titles Act, a mortgage and a lien;
- (l) EXCLUSIVE USE AREAS - means that part of the Common Elements appurtenant to an Owner's Unit over which the Owner has exclusive use;
- (m) LAND - means the freehold land described in Schedule "A" hereto annexed;
- (n) MORTGAGE OR MORTGAGEE - shall include CHARGE or CHARGEE;
- (o) OCCUPANT - means any person residing within the Unit pursuant to a written or oral Agreement with the Owner;
- (p) OWNER - means the Owner or Owners of the freehold estate or estates in a Unit and Common Interest but does not include a mortgagee unless such mortgagee is in possession;
- (q) PROPERTY - means the land and interest appurtenant to the land described in the Description, and includes any land and interests appurtenant to the land that are added to the Common Elements;
- (r) TERMINATION - means the termination of the government of the Property by the Act;
- (s) UNIT - means a part or parts of the Property included in the Description and designated as a Unit by the Description and comprises the space enclosed by its boundaries as hereinafter set out and all the material parts of the Property within this space at the time the Declaration and Description are registered. The definition of "Unit" for the purpose of the duties to repair and maintain in accordance with the provisions of this Declaration and the Act shall extend to all improvements made by the Declarant in accordance with its architectural plans notwithstanding that some of such improvements may be made after the registration of the Declaration.

### 2. OWNER

The Declarant declares that it is the Owner in fee simple of the lands and premises in the City of Ottawa in the Regional Municipality of Ottawa-Carleton, more particularly described in Schedule "A" hereto.

### 3. STATEMENT OF INTENTION

The Declarant Intends that the said lands and premises and interests appurtenant thereto described in Schedule "A" hereto as is more particularly described in the Description that is submitted herewith for registration be governed by the Act, and any amendments thereto.

### 4. CONSENT OF REGISTERED ENCUMBRANCER

The consent to the registration of the Declaration of all parties having a registered encumbrance against, the land and interests appurtenant thereto described in the Description, or a part thereof, is contained in Schedule "B" hereto annexed.

### 5. PROPORTIONS OF COMMON INTEREST

The Common Interest of each Unit is that set forth In Schedule "C" hereto opposite the number designating the respective Unit.

### 6. CONTRIBUTION AND PAYMENT OF COMMON EXPENSES AND RESERVE FUNDS

The contribution of each unit to Common Expenses and reserve funds are in the proportions set forth in Schedule "C" attached hereto opposite the number designating the respective Unit.

### 7. ADDRESS FOR SERVICE

The Corporation's address for service shall be 151 Bay Street, Ottawa, Ontario or such other address as the Board may from time to time by resolution designate.

### 8. MONUMENTATION

The monuments controlling the extent of the Units are those described in Schedule "D" hereto.

## 9. COMMON EXPENSES AND RESERVE FUNDS

(1) Common Expenses shall include all expenses incurred in the performance of the objects and duties of the Corporation and without limiting the generality of the foregoing shall include:

a) All sums of money payable by the Corporation on account of any and all PUBLIC and private suppliers of insurance coverage, utilities and service including, without limiting the generality of the foregoing, monies payable on account of:

- (I) insurance premiums
- (ii) water
- (iii) electricity
- (iv) waste disposal
- (v) fuel
- (vi) maintenance materials, tools and supplies;

b) All sums of money required by the Corporation for the acquisition of retention of real property or for the acquisition, repair, maintenance or replacement of personal property used or intended to be used in or about the Common Elements;

c) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, appraising, advising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance by the Corporation of its objects and duties;

d) 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 or objects of the Corporation;

e) The cost of borrowing money for the carrying out of the duties and objects of the Corporation;

f) All sums of money paid or payable by the Corporation on account of any taxes which may from time to time be assessed or levied against the Corporation or the Property excluding the Units;

g) The fees and disbursements of the Insurance Trustee, if any;

h) The cost of maintaining fidelity bonds as provided in the By-laws;

I) The sums of money owing pursuant to any agreement with the owner of that part of the parking garage nor part of the description.

(2) a) Common Expenses shall not include sums collected for funds established for maintenance of the Common Elements which occurs less frequently than annually or for repair, replacement or improvement required as a result of damage, depreciation or obsolescence (herein called "Reserve Funds") which sums shall be assessed against each Unit in the same proportions as the proportions assessed against each Unit for Common Expenses.

b) The reserve funds shall be kept in a separate interest bearing account or accounts with any Ontario chartered bank or trust company branch in the Province of Ontario or shall be invested in interest bearing securities of any such bank or trust company maturing not later than one (1) year from their date of issue. Income from all such deposits and/or securities shall be added the capital of the reserve fund.

c) No owner shall be entitled to a refund or payment of his share of the reserve fund in the event of a sale or other transfer of his unit and common interest. All the right, title and interest in the reserve fund of an owner shall enure to the benefit of a purchaser or other transferee of such owner's unit and common interest. Nothing herein shall prevent any owner from adjusting with a purchaser of his unit any credit to his unit in the reserve fund upon the sale of his unit.

d) In the event of the dissolution of the Corporation the balance held in the reserve fund shall be distributed to the owners in the percentage of their proportion of the common interest.

## 10. ASSESSMENT AND COLLECTION OF CONTRIBUTIONS TOWARD THE COMMON EXPENSES AND RESERVE FUNDS

a) The assessment and collection of contributions toward the Common Expenses and Reserve Funds shall be regulated by the By-laws of the Corporation.

b) The provisions of the Act with respect to the Corporation's Lien for unpaid Common Expenses shall apply both to unpaid contributions to Common Expenses and Reserve Funds.

#### 11. EXCLUSIVE USE OF PARTS OF COMMON ELEMENTS

a) There shall be appurtenant to each Unit an Exclusive Use Area set out in Schedule "E" hereto annexed and the use thereof shall be subject to the provisions of the Act, the Declaration, By-laws and Rules and Regulations.

b) 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 utility areas, building maintenance storage areas, service buildings or any other part of the Common Elements used for the care or maintenance of the property, but this sub-paragraph shall not apply to mortgagees holding first mortgages on at least 10% of the Units who shall have a right of access for inspection upon 48 hours' notice to the Corporation. Subject to the foregoing, an Owner may erect an awning, shade, screen or other like projection or a greenhouse over or beyond his balcony.

#### 12. OCCUPATION AND USE OF UNITS AND COMMON ELEMENTS

a) Each Unit shall be occupied as a single family private residence and for no other purpose.

b) No Owner shall make any structural change in or to his Unit or any change to an installation upon the Common Elements or exterior parts of the Unit without the prior written consent thereto of the Board. Any changes shall be made in accordance with the provisions of all relevant municipal and other governmental by-laws, rules and regulations, or ordinances, and with any covenant by the Corporation with respect to the slope and drainage pattern of the Property, and in accordance with the conditions, if any, of any approving body.

c) Notwithstanding anything hereinbefore or hereinafter contained or set out in this Declaration each Unit shall have irrevocably assigned to it by the Declarant upon the purchase of the Unit from the Declarant a parking space or spaces upon the common elements which parking space or spaces, as the case may be, shall be for the exclusive use of the occupants of the Unit.

d) 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 Para. 24 of this Declaration. There shall be no duty imposed upon the Corporation to enquire into the acceptability of the occupier of any Unit as an insured on any such policy of insurance.

e) 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 cause damage to the Property or give rise to the cancellation or the threatened cancellation of any policy of insurance referred to in Paragraph 25 of this Declaration.

f) 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 contributions 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.

g) Except as herein provided, no part of the Common Elements shall be used for any purpose other than 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 said Act be deemed to be included within the aforesaid or deemed to adversely affect the use of the Common Elements for residential purposes except with the written consent of the Board. The Board may, in its absolute discretion, upon determining that a part of the Common Elements has been or is 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 Elements 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 designated in the Description or in such parts or parts of the Common Elements designated by the Board as "general parking".

h) The Board may from time to time designate such part or parts of the Common Elements designated by the Board as general parking, for use of the Owners, their guests, agents or tenants or such other persons as the Board may from time to time determine for the purpose of parking such kinds of motor vehicles as the Board may determine. 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 prior consent of the Board.

I) The Part Of the Common Elements designated on the said Description as "office" 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 purpose.

j) The Corporation or any person authorized by the Board may enter any Unit or exclusive use area at any reasonable time to perform the objects or duties of the Corporation and without limiting the generality of the foregoing:

1) The Corporation, or any insurer of the property or any part thereof, their respective agents, or any other persons authorized by the Board shall be entitled to enter any Unit or any part of a Common Elements to which any Owner has the exclusive use at all reasonable times upon giving reasonable notice, for the purpose of making inspections, adjusting losses, making repairs, correcting any conditions which violated the provisions of any insurance policy remedying any condition which might result in damage to the Property, or carrying out any duty imposed upon the Corporation.

(ii) In case of any emergency, an agent of the Corporation may enter a Unit or Exclusive Use area 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.

(iii) If an Owner shall not be personally present to grant entry to his Unit or Exclusive Use Area, the Corporation or its agents may forcibly enter thereupon without rendering it or them liable to any claim or cause of action for damages by reason thereof, provided that entry made in good faith and with the exercise of reasonable care.

The rights and authority herein reserved to the Corporation, its agents or any insurer or its agents do not impose any responsibility or liability whatever for the care and supervision of any Unit except as specifically provided herein.

k) Nothing herein contained shall prevent and no By-law or house rule shall be made to prevent the Declarant 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 municipally in which the Property is situated.

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a) All Owners and tenants and other persons for whom an Owner or tenant is in law responsible shall be subject to and shall comply with the provisions of the Act, Declaration, By-laws and any Rules and Regulations made pursuant thereto, and any Management Agreement in effect.

b) The ownership or occupant of the unit shall ipso facto constitute an agreement by such Owner or occupant with the Corporation that the provisions of the Act, Declaration, By-laws and Rules and Regulations made pursuant thereto and any Management Agreement in effect from time to time are accepted and ratified by such Owner, tenant or resident and all provision shall be deemed taken to be covenants running with the Unit and shall bind any person who at any time has any interest or estate in a Unit as though such provisions were recited and stipulated in full in each and every deed or transfer, lease or occupancy agreement.

c) No Owner shall lease his Unit unless he first causes the tenant thereof to deliver to the Corporation an undertaking under seal to the following effect:

(I) I undertake that I and the members of my household including guests, will in using the Unit rented by me and the Common Elements comply with the Condominium Act, R.S.O. 1970, C. 77, as amended and any Regulations from time to time made thereunder, and with the Declaration, By-laws and Rules and Regulations of the Condominium Corporation No. as the same may be from time to time, during the term of my tenancy".

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

(I) The event the tenant shall be notified by the Corporation that the landlord is in default of any payment due to the Corporation by the landlord as Owner the tenant shall deduct from the rent payable under his lease the amount of the arrears alleged by the Corporation to be owing by the Owner and the payment thereof by the tenant to the Corporation shall be conclusively deemed payment of rent under this lease". In the event there be no written lease, then an oral tenancy shall be conclusively deemed to be subject to the foregoing provisions.

e) Any Owner leasing his Unit shall not be relieved hereby from any of his obligations with respect to the Unit which shall be

joint and several with his tenant.

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

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

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

(I) Give notice to the tenant to terminate the tenancy in accordance with the Landlord and Tenant Act, R.S.O. 1970, c. 236 as amended;

(II) Apply for an Order declaring the tenancy terminated in accordance with the said Landlord and Tenant Act;

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

#### 14. PROVISIONS RESTRICTING GIFTS, LEASES AND SALE OF THE UNITS AND COMMON ELEMENTS

The Provisions of the Act, this Declaration and the By-laws of the Corporation shall apply.

#### 15. 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 By-laws of the Corporation.

#### 16. DUTIES AND POWERS OF THE CORPORATION

In addition to those duties and powers, express or implied, imposed upon or granted to the Corporation by the Act, the Declaration and the By-laws the duties and powers of the Corporation shall include but shall not be limited to the following:

a) To repair and maintain in accordance with paragraph 20 thereof;

b) 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;

c) Subject to prior authorization by By-Law in each instance, 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 ensure 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;

d) To deposit any Reserve Fund pending its application in a separate account with a Chartered Bank or Trust Company or to invest Reserve Funds held by the Corporation provided that any investment shall only be that permitted by the Trustee Act, R.S.O. 1970, Chap. 470 and amendments thereto and convertible into cash in not more than one hundred and twenty days;

e) To adopt and amend the Rules and Regulations respecting the use of Units and the Common Elements;

f) To supply water to the Building except where the Corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. If at any time any apparatus or equipment used in effecting the supply of heat, electricity or water becomes Incapable of fulfilling its function or is damaged or destroyed, the Corporation shall have a reasonable time within which to repair or replace such apparatus and the Corporation shall not be liable for direct, indirect or consequential damages or for damages for personal discomfort or illness by reason of the breach of such duty;

g) To maintain accurate accounts and financial records of the financial transactions of the Corporation; to cause audits to be made after every yearend and to make audited statements available to the Owners and. Mortgagees during reasonable business hours;

h) To effect compliance by the Owners with the Act, Declaration, By-laws and Rules and Regulations of the Corporation, and any agreements entered into with any other parties by the Corporation;

- I) 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;
- j) 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;
- k) 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;
- l) 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,
- m) To lease such part or parts of the Common Elements as is hereinbefore provided in Paragraph 12(g) hereof.

#### 17. MAJORITY REQUIRED TO MAKE BY-LAWS

The provisions of the Act shall apply.

#### 18. MODIFICATION OF COMMON ELEMENTS AND ASSETS

The provisions of the Act shall apply. The Board in its sole discretion shall decide whether any proposed addition, alteration or improvement to or renovation of the Common Elements or change in the assets of the Corporation is substantial, but notwithstanding the foregoing, the enclosure of any Exclusive Use Area or Unit or part thereof shall not be deemed a substantial alteration of the Common Elements. Notwithstanding anything set in the Act, the Corporation shall not be compelled to purchase the Unit of any Owner who dissented with respect to modifying the Common Elements or assets.

#### 19. DAMAGE TO THE BUILDINGS AND TERMINATION AFTER DAMAGE

The provisions of the Act shall apply

#### 20. OBLIGATION TO REPAIR AND MAINTAIN UNITS AND COMMON ELEMENTS

For purpose of the Declaration and the By-laws of the Corporation:

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

21.

- a) Subject to Para. 19 hereof each Owner at his own expense shall maintain his Unit, and in accordance with any directions and specifications set by the Board shall maintain the Exclusive Use Areas appurtenant to his Unit and his fireplace chimney flue, if any, at his own expense;
- b) Except where the Corporation is under an obligation to repair the Unit pursuant to Paragraph .19 hereof, each Owner shall repair his Unit;
- c) Each Owner shall be responsible for the damage to any and all other Units and the Common Elements caused by his failure to so maintain and repair, save as to any damage to the Units and Common Elements to the extent that the costs of repairing the same may be recoverable under any policy or policies of insurance held by the Corporation;
- d) The Corporation shall repair the Common Elements;
- e) In the event that the Corporation shall be put to any expense as a result of an Owner without authorization repairing, maintaining, or altering any part of the Property, which he is not obliged to repair or maintain, then such Owner shall reimburse the Corporation for such expense;
- f) A complete set of all plans and specifications for the Common Elements and the Units including plans and specifications of

additions, alterations or improvements thereto, shall be maintained at all times in the office of the Corporation for the use of the Corporation and the Owners in rebuilding or repairing the Property after damage thereto.

## 22. FAILURE OF OWNER TO REPAIR OR MAINTAIN

The Corporation shall effect the maintenance or repair which an Owner is obligated to effect hereunder if such maintenance or repair is not effected by an Owner within a reasonable time after written notice is given by the Corporation to an Owner of the maintenance or repair to be done and such Owner shall be deemed to have consented to having such maintenance or repair made by the Corporation and shall be obligated to reimburse the Corporation in full for the costs thereof.

## 23. TERMINATION

The provisions of the Act shall apply.

## 24. INSURANCE

a) The Corporation shall be required to obtain and maintain to the extent obtainable from the insurance industry, the following insurances in one or more policies:

1) Insurance against damage by fire with extended coverage and such other perils as the Board may from time to time deem advisable, insuring:

a) The Property excluding the Units; and

I) 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.

ii) As agent for the Owners from time to time, the insurance against damage by fire with extended coverage and such other perils as the Board may from time to time deem advisable insuring the Units, but excluding any improvements made by the Owners thereof, in an amount equal to the full replacement cost of such Units without deduction for depreciation, which policy or policies may be subject to a loss deductible clause.

b) 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, all of which shall be subject to the provisions of the Declaration and the Insurance Trust Agreement and shall if obtainable, contain the following provisions:

i) Waivers of subrogation against the Corporation, its manager agents, employees and servants, and owners, and Occupants and any member of the household, or guests of any Owner or Occupant of a unit, except for arson and fraud;

ii) That such policy or 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 policy or policies as having an interest therein and to the Insurance Trustee;

iii) Waivers of any defence based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of statutory condition of any insured;

iv) Any coverage provided or monies payable under any insurance purchased by any Owner, occupant or mortgagee shall not be brought into contribution with any coverage or monies payable pursuant to policies held by the Corporation;

v) A waiver of the insurer's option to repair, rebuild, or replace in the event that after damage the government of the Property by the Act is terminated;

(vi) That loss shall be payable to the Insurance Trustee where such proceeds exceed \$5,000.00, otherwise to the Corporation.

c) The Corporation shall also be required to obtain and maintain the following insurance in one or more policies:

(I) 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 \$1,500,000.00.

## 25. In the event that:

a) An Owner is obliged to repair his Unit, the insurance trustee or the Corporation as the case may be shall hold all proceeds of insurance for the Owner or Owners and pay the share to which the Owners is entitled to such persons as may be required in order to satisfy the Owner's obligation to make such repair.

b) The Corporation is obliged to repair any Unit insured, the Insurance Trustee shall hold all proceeds of insurance for the Corporation and pay the same to the Corporation in order to satisfy its obligation to make such repair;

c) There has been damage to the building and pursuant to Paragraph 19 thereof there is Termination, the Insurance Trustee shall



hold the proceeds of insurance from all policies of insurance for the Owners in the proportions of their respective Common Interests and shall pay such proceeds to the Owners, mortgagees and others in accordance with their entitlement thereto pursuant to the provisions of the Act.

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- a) Prior to obtaining any policy of insurance the Board shall obtain an appraisal of the full replacement cost of the Property for the purpose of determining the amount of insurance to be affected pursuant to the provisions of the Declaration, and the cost of any 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 Unit.
- c) Where any insurance proceeds are paid to an Owner for the purpose of effecting repairs to his Unit, then such Owner shall effect such repairs within two (2) months of such payment or within such further period of time as the Board of Directors of the Corporation may permit and he shall furnish the Corporation with evidence that such repairs have been completed and the provisions of paragraph "22" shall apply mutatis mutandis in the event an Owner shall fail to so repair his Unit.
- d) Any mortgage placed against any Unit shall be conclusively deemed to contain therein a clause that the mortgagee waives any contractual or statutory provisions giving the mortgagee the right to have the proceeds of any insurance policy or policies applied on account of the mortgage and thereby prevent application of the proceeds of any insurance policy or policies towards the repair of the Property pursuant to the provisions of the Declaration. This paragraph shall not prejudice the right of any mortgagee to receive the proceeds of any insurance policy or policies, if the Property is not repaired.
- e) 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 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 available by the Corporation at its office for inspection by any Owner, or Purchaser, or mortgagee on reasonable notice to the Corporation.
- f) No Insured, other than the Corporation shall be entitled to amend any policy or policies or 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.
- g) Physical damage Insurance purchased by the Corporation may provide for such deductibility provisions as are usual in the insurance industries and as may be authorized from time to time by the Board.

27.

- a) 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 Owners, may be obtained and maintained by such Owner:
  - (I) Insurance pursuant to a Condominium Owners policy on any additions or improvements made by the owner to his unit, and for furnishings, fixtures, equipment, and personal property and chattels or the Owner contained within his Unit, and his personal property and chattels stored elsewhere on the Property, including his automobile or auto-mobiles, and for additional living expenses in the event of damage.
  - (ii) Personal liability insurance covering the liability of any Owner.

#### 28. 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 Corporation Act and having a capital surplus and undivided profits of at least \$10,000,000.00 or shall be a Chartered Bank in Canada, which agreement shall, without limiting its generality, provide for the following:

- a) The receipt by the Insurance Trustee of any proceeds of insurance coverage obtained and maintained by the Corporation where such proceeds exceed \$5,000.00;
- b) The holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Declaration;
- c) The disbursement of such proceeds in accordance with the provisions of the Declaration and the Insurance Trust Agreement.

In the event that the Corporation is unable to enter into such agreement with such Trust Company or Chartered Bank by reason of their refusal to act, the Corporation may enter into an 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 such fees and disbursements shall constitute a Common Expense.

#### 29 INDEMNIFICATION

a) Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by any act omission of such Owner, or any occupant, or the guests, invitees, licensees, or family of such Owner or occupant except to the extent any such loss, costs, damage, injury or liability should be covered by the proceeds of any policy of insurance maintained by the Corporation.

b) The Corporation shall indemnify and save harmless each owner or Occupant from and against any loss, costs, damage, injury or liability whatsoever which may be suffered or incurred by him resulting from or caused by the negligence or wrongful act or omission of the Corporation, its manager, agents, servants, employees or independent contractors or for damage done to the Unit substantially resulting from the repair or maintenance by the Corporation of the Common Elements, provided that notwithstanding anything hereinbefore contained, the Amount of indemnification to each Owner or Occupant shall be limited to the proceeds received from the public liability and property damage insurance of the Corporation as a result of such loss, costs, damage, injury or liability.

#### 30. EXPROPRIATION

a) 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 Interest 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 paid to the Owners in the proportion of their respective Common Interest subject to the rights of any mortgagee or lien claimant.

b) Notice of expropriation shall be given by the Corporation to all Owners and mortgagees within the (10) days of receipt of Notice of Expropriation by the Corporation.

c) Notwithstanding the foregoing, each Owner shall have the right to negotiate and settle his personal compensation for additions, alterations or improvements made by each Owner to his Unit after registration of the Declaration, the cost of moving and similar items personal to each Owner.

#### 31. Expropriation of Common Elements

If no Units are expropriated and the expropriation includes only part of the Common Elements, then compensation shall be negotiated and settled by the Board, whether or not proceedings are necessary. The Board of Directors may deal with the compensation in any one or more of the following ways:

a) To pay any compensation so received to the Owners in the proportion of their respective Common Interest subject to the rights of any mortgagee or lien claimant;

b) Subject to the provisions of paragraph 18 thereof to use the compensation to add to, change or alter the Common Elements.

#### 32. EXPROPRIATION OF SOME OF UNITS AND PART OF COMMON ELEMENTS

a) In the event of a partial expropriation which includes some Units, each Owner whose Unit is expropriated shall deal with the expropriation authority with regard to compensation relating to his Unit and Common Interest and shall have no further interest in the Property except to receive the compensation to which he is entitled from the expropriating authority in respect of his Unit and Common Interest.

b) The provision of paragraph 32 hereof shall apply with respect to that part of the expropriation dealing with part of the Common Elements.

c) The Board of Directors of the Corporation shall negotiate and settle the compensation for any damage to the Property suffered by the remaining Owners, whether or not proceedings are necessary, and the compensation so received from the expropriating authority, less expenses involved, if any, in obtaining such compensation, and less such moneys as in the opinion of the Board of Directors is required to restore the Property, shall be paid to the remaining Owners subject to the rights of any mortgagee or lien claimant.

d) The percentage contribution towards Common Expenses of the remaining Owners shall be recalculated on the basis that the percentage contribution to Common Expenses of the Owners expropriated shall be divided amongst the remaining Owners in the same ratio that the percentage contributions to Common Expenses of the remaining Owners bear to each other.

e) The Common Interests of the remaining Owners shall be recalculated on the basis that the Common Interests of the Owners expropriated shall be divided amongst the remaining Owners in the same ratio that, the Common Interests of the remaining Owners bear to each other.

#### 13. NOTICE

Except as hereinbefore set forth, any notice, direction or other instrument required or permitted, may be given if to be served personally by delivering same to the party or to any officer of the party to be served, or otherwise, may be given by ordinary mail, postage prepaid, addressed to the Corporation at its address for service to each Owner at the address entered in the Register kept for such purpose in accordance with the provisions of By-Law No. 1 of the Corporation, and to such mortgagee who has given notice of his interest 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 third business day following the day on which it was mailed. Any Owner or mortgagee may change his address for service by notice given to the Corporation in the manner aforesaid.

#### 34. COSTS

Whenever pursuant to the Act, this Declaration, the By-laws or the Rules and Regulations or an Order or a Judgment of a Court, Tribunal, or a Board of competent jurisdiction a sum is owing to the Corporation by an Owner, such sum shall include all costs including any legal or collection costs incurred by the Corporation in order to collect such sums notwithstanding any Court Order with respect to costs to the contrary, and all monies owing shall bear interest as the Corporation may by By-law from time to time determine. 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 contribution towards the Common Expenses of such Owner, after receipt of a notice from the Corporation thereof. All such payments shall be deemed to be additional contributions towards the Common Expenses and recoverable as such.

#### 35. POWER OF SALE

If any Unit Owner shall be enjoined by any court, board or tribunal of competent jurisdiction from committing any act or doing any thing as a result of proceedings instituted by the Corporation and fails to obey any such injunction, the Corporation may, in addition to any other remedy it may have for breach of such injunction, seek an order of a court of competent jurisdiction that the Unit of such Owner be sold and such court shall, if satisfied that the said injunction has been breached order the sale of the Unit upon such terms and conditions as if such sale were ordered under the provisions of the Partition Act, R.S.O. 1970, Chap.338 and amendments thereto.

#### 36. 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.

#### 37. WAIVER

NO provision contained in this Declaration, the By-laws and Rules and Regulations 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.

#### 38. GENDER AND NUMBER

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.

#### 39. CONFLICT

In the event of a conflict between the provisions of the Act, Declaration or By-laws and Rules and Regulations made thereunder, the provisions of the Act shall govern; subject to the Act, the provisions of the Declaration shall govern subject to the Act and the Declaration, the provisions of the By-Law shall govern; the provisions of the Rules and Regulations shall only be valid so long as they are not in conflict with anything in the Act, the Declaration or the By-laws.

#### 40. READINGS AND MARGINAL NOTES

The headings and marginal notes shall not form a part of the Declaration but shall be deemed to be inserted for convenience of reference only.

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

DATED AT OTTAWA this 31st day of May, A. D. 1978.

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

URBANETICS LTD.

Per: Chris Teron  
Vice President

Per: H. A. Keays  
Treasurer

Schedule "A"

ALL AND SINGULAR that certain parcel or tract of and premises situate, lying and being in the City of Ottawa in the Regional Municipality of Ottawa-Carleton and being composed of Part of Lots 14,15,16 and 17, numbering westward, on the south side of Queen Street and part of Lots 16 and 17, numbering westward on the north side of Albert Street as shown on a plan registered in the Registry Division of Ottawa (No.4) as No. 3922 and designated on a Plan of survey of record filed in the Land Registry Office No. 4 for the Land Titles Division of Ottawa-Carleton at Ottawa as Plan 4R-2194 as follows:

Plan 1 - Parts 1, 14, 15, 17 & 18;

Plan 2 - Parts 1, 11, 12, 13, 14 & 15;

Plan 3 - Part 1;

Plan 4 - Part 1;

Plan 5 - Part 1;

Plan 6 - Part 1;

being the whole of Parcel 14-1 in the Register for Section 3922.

SUBJECT TO an easement in favour of the Regional Municipality of Ottawa-Carleton as more particularly set out in Instrument no 153796 as to Parts 14, 15, 17 and 18 of Plan 1, and Parts 14 and 15 on Plan 2 on said Plan 4R-2194.

TOGETHER WITH a right of way as more particularly set out in Instrument No. 183754 as to Part 2 on a Plan of survey of record filed in the said Land Registry Office as Plan 4R-1135.

Schedule "B"

CONSENT UNDER CLAUSE B OF SUBSECTION I OF SECTION 3 OF THE ACT

MORGUARD TRUST COMPANY, having a registered encumbrance within the meaning of clause b of subsection 1 of section 3 of The Condominium Act registered as Number 161000 in the land Registry Office for the land Titles Division of Ottawa No. 4 hereby consents to the registration of this declaration pursuant to The Condominium Act against the land or interests appurtenant to the land described in the description.

DATED AT OTTAWA

this 23rd day of September A. D. 1977.

MORGUARD TRUST COMPANY

PER: \_\_\_\_\_  
Acting Mgr. Mortgage

PER: \_\_\_\_\_  
Comptroller

Schedule "C"

PERCENTAGE COMMON INTEREST AND PERCENTAGE CONTRIBUTION TO COMMON EXPENSES

Level	Unit	Percentage Common Interest	Percentage Contribution Common Expense
1	1	.7487	0.7482
1	2	.7297	0.7482
1	3	.5585	0.6506
1	4	.5871	0.6506
1	5	.5871	0.6506
1	6	.7534	0.7482
1	7	.7582	0.7482
1	8	.7487	0.7482
1	9	.5823	0.6506
1	10	.8461	0.7502
2	1	.7511	0.7482
2	2	.7320	0.7482
2	3	.5680	0.6506
2	4	.5966	0.6506
2	5	.5918	0.6506
2	6	.5871	0.6506
2	7	.7582	0.7482
2	8	.7629	0.7482
2	9	.7534	0.7482
2	10	.5871	0.6506
2	11	.7439	0.7482
3	1	.7534	0.7482
3	2	.7344	0.7482
3	3	.5704	0.6506
3	4	.6013	0.6506
3	5	.5966	0.6506
3	6	.5918	0.6506
3	7	.7629	0.7482
3	8	.7677	0.7482
3	9	.7582	0.7482
3	10	.5918	0.6506
3	11	.7481	0.7482
4	1	.7558	0.7482
4	2	.7368	0.7482
4	3	.5728	0.6506
4	4	.6061	0.6506
4	5	.6013	0.6506
4	6	.5966	0.6506
4	7	.7677	0.7482
4	8	.7725	0.7482
4	9	.7629	0.7482
4	10	.5966	0.6506
4	11	.7534	0.7482
5	1	.7582	0.7482
5	2	.7392	0.7482
5	3	.5752	0.6506
5	4	.6108	0.6506
5	5	.6061	0.6506
5	6	.6013	0.6506

5	7	.7725	0.7482
5	8	.7772	0.7482

Schedule "C"

PERCENTAGE COMMON INTEREST AND PERCENTAGE CONTRIBUTION TO COMMON EXPENSES

Level	Unit	Percentage Common Interest	Percentage Contribution Common Expense
5	9	.7677	0.7482
5	10	.6013	0.6506
5	11	.7582	0.7482
6	1	.7606	0.7482
6	2	.7416	0.7482
6	3	.5776	0.6506
6	4	.6156	0.6506
6	5	.6108	0.6506
6	6	.6061	0.6506
6	7	.7820	0.7482
6	8	.7867	0.7482
6	9	.7772	0.7482
6	10	.6061	0.6506
6	11	.7629	0.7482
7	1	.7629	0.7482
7	2	.7439	0.7482
7	3	.5799	0.6506
7	4	.6251	0.6506
7	5	.6203	0.6506
7	6	.6156	0.6506
7	7	.7867	0.7482
7	8	.7915	0.7482
7	9	.7820	0.7482
7	10	.6156	0.6506
7	11	.7677	0.7482
8	1	.7653	0.7482
8	2	.7463	0.7482
8	3	.5823	0.6506
8	4	.6298	0.6506
8	5	.6251	0.6506
8	6	.6203	0.6506
8	7	.7915	0.7482
8	8	.7962	0.7482
8	9	.7867	0.7482
8	10	.6203	0.6506
8	11	.7725	0.7482
9	1	.7677	0.7482
9	2	.7487	0.7482
9	3	.5847	0.6506
9	4	.6346	0.6506
9	5	.6298	0.6506
9	6	.6251	0.6506
9	7	.7962	0.7482
9	8	.8010	0.7482
9	9	.7914	0.7482
9	10	.6251	0.6506
9	11	.7772	0.7482



10	1	.7701	0.7482
10	2	.7511	0.7482
10	3	.5871	0.6506
10	4	.6393	0.6506
10	5	.6346	0.6506

Schedule "C"

PERCENTAGE COMMON INTEREST AND PERCENTAGE CONTRIBUTION TO COMMON EXPENSES

Level	Unit	Percentage Common Interest	Percentage Contribution Common Expense
10	6	.6298	0.6506
10	7	.8010	0.7482
10	8	.8057	0.7482
10	9	.7962	0.7482
10	10	.6298	0.6506
10	11	.7820	0.7482
11	1	.7725	0.7482
11	2	.7534	0.7482
11	3	.5894	0.6506
11	4	.6441	0.6506
11	5	.6393	0.6506
11	6	.6346	0.6506
11	7	.8057	0.7482
11	8	.8105	0.7482
11	9	.8010	0.7482
11	10	.6346	0.6506
11	11	.7867	0.7482
12	1	.7915	0.7482
12	2	.7725	0.7482
12	3	.6189	0.6506
12	4	.6726	0.6506
12	5	.6679	0.6506
12	6	.6631	0.6506
12	7	.8342	0.7482
12	8	.8390	0.7482
12	9	.8295	0.7482
12	10	.6631	0.6506
12	11	.8152	0.7482
13	1	.8010	0.7482
13	2	.7820	0.7482
13	3	.6203	0.6506
13	4	.6821	0.6506
13	5	.6774	0.6506
13	6	.6726	0.6506
13	7	.8438	0.7482
13	8	.8485	0.7482
13	9	.8390	0.7482
13	10	.6726	0.6506
13	11	.8247	0.7482

The Units, which shall have the exclusive use of the parking spaces listed hereafter shall have their percentage common Interest increased by the percentage set out below.

PARKING SPACE                      % ADDED

X 45	0.190
X 53	0.190
X113	0.190
X121	0.190
X 26	0.333
X 94	0.333

SCHEDULE "D"

1. Monuments controlling the extent of Units described and numbered in the description, are the physical surfaces more fully described as follows:

(a) Each Unit is bounded vertically by:

- (I) The upper surface of the concrete floor slab beneath the unit.
- (ii) The under surface of concrete ceiling.

(b) Each unit is bounded horizontally by the interior surface of the unfinished concrete or block walls or the backside of dry walls in the case of stud walls. In the vicinity of pipe spaces the unit is bounded horizontally by the back side of dry wall surrounding such spaces.

(c) In the vicinity of windows, window frames and exterior doors, the unit boundaries shall be the unfinished interior surfaces of such window frames and doors and the interior surface of all glass therein.

(d) Provided that any pipes, wires and cables used for water, drainage and power which are within any walls or floors together with any heating and air conditioning equipment, ducts and/or flues, shafts, etc. or controls of same, and together with any concrete columns or concrete walls which may be within any unit shall be excluded from such unit.

## Schedule "E"

The following are the Exclusive Use Areas:

1. Storage space designated to a Unit from time to time by the Board shall be the Exclusive areas of the Unit.
2. That part of the Description outlined and marked Balcony, or PATIO shall be the Exclusive Use Area of the Unit to which the part is directly adjacent.

### SCHEDULE DEFINING OWNERSHIP OF PARTS ON REFERENCE PLAN

#### Plan No. 1

- PART 2 - Owned by Condominium  
Includes property above planes of the ceiling of the parking area.
- Part 14 - Owned by Condominium  
8' surface easement to be granted to the Regional Municipality of Ottawa-Carleton
- PART 15 - Owned by Condominium  
8' surface easement to be granted to the Regional Municipality of Ottawa-Carleton

#### PLAN No. 2

- PART 1 - Owned by Condominium  
Includes area around exterior of garage, electrical room, elevator shaft, elevator pit, swimming pool area, pool equipment room, area above ramp to garage off Bay Street.
- PART 2 - Owned by Urbanetics  
Includes part of parking area
- PART 3 - Owned by Urbanetics  
Includes exterior walls of garage, parking spaces, part of driveway area, part of ramp to Queen Street.
- PART 4 - Owned by Urbanetics, with condominium to have right-of-way over Part of driveway area
- PART 5 - Owned by Urbanetics, with condominium to have right-of-way over most southerly ramp area.
- PART 6 - Owned by Urbanetics, with condominium to have right-of-way over part of driveway area
- PART 7 - Owned by Urbanetics, with condominium to have right-of-way over most northerly ramp area (not including ramp for entering off Bay Street, which is contained in PART 1)
- PART 8 - Owned by Urbanetics, with condominium to have right-of-way over stairway.
- PART 9 - Owned by Urbanetics, with condominium to have right-of-way over stairway.
- PART 10 - Owned by Urbanetics, with condominium to have right-of-way over stairway.
- PART 11 - Owned by Urbanetics, with condominium to have right-of-way extend into garage area
- PART 12 - Owned by Condominium - garbage room
- PART 13 - Owned by condominium - includes patio, exterior walkway and part of stairs
- PART 14 - See PART 14, Plan No. 1
- PART 15 - See PART 15, Plan No. 1
- PART 16 - Owned by Urbanetics - part of 8' surface easement to be granted to the Regional Municipality of Ottawa-Carleton - part of ramp to Queen Street

#### PLAN No. 3

- PART 1 - Owned by condominium - includes area around exterior of building, transformer room, mechanical room and elevator shaft
- PART 2 - See PART 2, Plan No. 2
- PART 3 - Owned by URBANETICS - includes exterior walls of garage, part of parking area, part of driveway area
- PART 4 - See PART 4, Plan No. 2
- PART 5 - See PART 5, Plan No. 2
- PART 6 - See PART 6, Plan No. 2
- PART 7 - Owned by Urbanetics with condominium having right-of-way over most northerly ramp area
- PART 8 - See PART 8, Plan No. 2
- PART 9 - See PART 9, Plan No. 2
- PART 10 - See PART 10, Plan No. 2

#### PLAN No. 4

- PART 1 - Owned by condominium - includes area around exterior of building, mechanical room, part of parking area
- PART 2 - See PART 2, Plan No. 2

PART 3 - See PART 3, Plan No. 2  
PART 4 - See PART 4, Plan No. 2  
PART 5 - See PART 5, Plan No. 2  
PART 6 - See PART 6, Plan No. 2  
PART 7 - See PART 7, Plan No. 2  
PART 8 - See PART 8, Plan No. 2  
PART 9 - See PART 9, Plan No. 2

PLAN No. 5

PART 1 - Owned by condominium - includes area around exterior of building, mechanical room, part of parking area  
PART 2 - See PART 2, Plan No. 2  
PART 3 - Owned by Urbanetics - includes exterior walls of garage in this area, part of parking area, part of driveway area  
PART 4 - See PART 4, Plan No. 2  
PART 7 - See PART 7, Plan No. 3  
PART 8 - See PART 8, Plan No. 2

PLAN No. 6

PART 1 - Owned by condominium - includes total of property in lower area of garage

SCHEDULE DEFINING OWNERSHIP OF PARTS ON REFERENCE

PLAN NO. 4R- AND REFERRING TO PARTS SUBJECT TO EASEMENT

PLAN No. 1 (SHOWING PARTS ABOVE ELEVATIONS 241.95 AND 247.27)

PART 1 - Owned by Condominium Includes property above planes of the ceiling of the upper parking area  
PART 14 - Owned by Condominium 8' surface easement to be granted to the Regional Municipality of Ottawa-Carleton  
PART 15 - Owned by Condominium 8' surface easement to be granted to the Regional Municipality of Ottawa-Carleton

PLAN NO. 2 (SHOWING PARTS ABOVE ELEVATION 238.22 AND BELOW ELEVATIONS 241.95 and 247.27)

PART 1 - Owned by Condominium Includes area around exterior of Garage i.e. between exterior surface of Garage and lot lines; electrical room; elevator shaft; elevator pit; swimming pool; pool equipment room; and area above ramp leading to Garage entrance on Bay Street  
PART 2 - Owned by Urbanetics Includes part of parking area  
PART 3 - Owned by Urbanetics Includes exterior walls of Garage; parking spaces; part of driveway area; part of ramp leading to Garage entrance on Queen Street  
PART 4 - Part of driveway area Owned by Urbanetics with Condominium having right-of-way thereover  
PART 5 - Most southerly ramp area owned by Urbanetics with Condominium having right-of-way thereover.  
PART 6 - Part of driveway area owned by Urbanetics with Condominium having right-of-way thereover  
PART 7 - Most northerly ramp area owned by Urbanetics with Condominium having right-of-way thereover (not including ramp leading to Garage entrance on Bay Street which is contained in PART 1)  
PART 8 - Stairway owned by Urbanetics with Condominium having right-of-way thereover  
PART 9 - Stairway owned by Urbanetics with Condominium having right-of-way thereover  
PART 10 - Stairway owned by Urbanetics with Condominium having right-of-way thereover  
PART 11 - Owned by Condominium - stairs on exterior Of Complex which extend into Garage area  
PART 12 - Owned by Condominium - garbage room  
PART 13 - Owned by Condominium - Includes Patio; exterior walkway and part of stairs  
PART 14 - See PART 14, Plan No. 1  
PART 15 - See PART 15, Plan No. 1  
PART 16 - Owned by Urbanetics - part of 8' surface easement to be granted to the Regional Municipality of Ottawa-Carleton part of ramp leading to Queen Street

PLAN NO. 3 (SHOWING PARTS BETWEEN ELEVATIONS 230.24 AND 238.22)

PART 1 - Owned by Condominium - includes area around exterior of Complex i.e. between exterior surface of Complex and lot lines; transformer room; mechanical room and elevator shaft  
PART 2 - See PART 2, Plan No. 2  
PART 3 - Owned by Urbanetics - Includes exterior walls of Garage, part of parking area; part of driveway area  
PART 4 - See PART 4, Plan No. 2  
PART 5 - See PART 5, Plan No. 2

PART 6 - See PART 6, Plan No. 2  
PART 7 - Most northerly ramp area owned by Urbanetic with Condominium having right-of-way thereover  
PART 8 - See PART 8, Plan No. 2  
PART 9 - See PART 9, Plan No. 2  
PART 10 -See PART 10, Plan No. 2

PLAN NO. 4 (SHOWING PART BETWEEN ELEVATIONS 226.24 AND 230.24)

PART 1 - Owned by Condominium - includes area around exterior of Complex i.e. between exterior surface of Complex and lot lines; mechanical room part of parking area  
PART 2 - See PART 2, Plan No. 2  
PART 3 - See PART 3, Plan No. 3  
PART 4 - See PART 4, Plan No. 2  
PART 5 - See PART 5, Plan No. 2  
PART 6 - See PART 6, Plan No. 2  
PART 7 - See PART 7, Plan No. 7  
PART 8 - See PART 8, Plan No. 2  
PART 9 - See PART 9, Plan No. 2

PLAN NO. 5 (SHOWING PARTS BETWEEN ELEVATIONS 222.27 AND 226.24)

PART 1 - Owned by Condominium includes area around exterior of Complex i.e. between exterior surface of Complex and lot lines; mechanical room; part of parking area  
PART 2 - See PART 2, Plan No. 2  
PART 3 - Owned by Condominium includes walls of Garage in this area i.e. between exterior surface of Complex lot lines; part of parking area of driveway area  
PART 4 - See PART 4, Plan No. 2  
PART 7 - See PART 7, Plan No. 3  
PART 8 - See PART 8, Plan No. 2

PLAN NO. 6 (SHOWING PARTS BELOW ELEVATION 222.27)

PART 1 - Owned by Condominium - this part shows entire property in lower area of Garage below elevation 222.27  
Pages 1 and 2

(Note) Refer to copy of the original document for the actual PLANS

BY-LAW No. 1

BE IT ENACTED as a by-law of CARLETON CONDOMINIUM CORPORATION NO. 145 (herein called the Corporation) as follows:

ARTICLE I  
DEFINITIONS

I. The terms used herein shall have ascribed to them the definitions contained in the Condominium Act, R.S.O. 1970, Chap. 77, as amended and in the Declaration registered by URBANETICS LTD. in the Registry Office No. 4 for the Land Titles Division of Ottawa-Carleton at Ottawa, on the 1ST day of June, 1978, as Instrument No. 182188, unless the context otherwise requires. Each Owner of a Unit shall be a Member of the Corporation and all such persons shall be collectively referred to in the By-Laws of the Corporation as the Members of the Corporation.

ARTICLE II  
THE CORPORATION

2. The office of the Corporation shall be at 151 Bay Street, Ottawa Ontario , or at such other address as the Directors may from time to time by resolution designate, and such shall be the address for service upon the Corporation after notice in the prescribed form of such change is duly registered.

FINANCIAL YEAR

3. The financial year of the Corporation shall end on the 31st day of December in each year or on such other day as the Board by resolution may determine. Changed by resolution to June 30th.

SEAL

4. The seal, an impression of which is affixed hereto shall be the seal of the Corporation.

REGISTER

5. The Corporation shall keep a register (hereinafter called the "Register") respecting the Property which shall note the name and address of the Owner and Mortgagee of each Unit who have notified the Corporation of their respective interests in the Property. The address of each Owner shall be the address of his Unit or such other address as way be given by the Owner and the address of each Mortgagee shall be the address given by the Mortgagee.

ARTICLES III  
BOARD OF DIRECTORS

NUMBER OF QUORUM

6. Until changed by By-law, the number of Directors of the Corporation shall be five (5), of whom three (3) shall constitute a quorum for the transaction of business at meetings of the Board. The Board shall manage or supervise the management of the affairs and business of the Corporation. Notwithstanding vacancies, the remaining Directors may exercise all the powers of the board so long as a quorum of the Board remains in office.

QUALIFICATION

7. (1) Each Director shall be eighteen or more years of age and shall be nominated by an owner or mortgagee.  
(2) Each Director shall be nominated for election to the Board and may, but need not, be a member of the Corporation.

ELECTION AND TERM

8 (1) Forthwith on registration, the Declarant as Owner of all Units shall elect five (5) Directors who shall Constitute the Board until the first general meeting of Members at which time:

- (a) two (2) Directors shall be elected to hold office for a term of one (1) year from the date of their election or until the first Annual Meeting of Members, whichever first occurs.  
(b) two (2) Directors shall be elected to hold office for a term of two (2) years from the date of their election or until the second Annual Meeting of Members, whichever first occurs; and  
(c) one (1) Director shall be elected to hold office for a term of three (3) years from the date of his election or until the third Annual Meeting of Members, whichever first occurs.

At each Annual Meeting of Members thereafter a number of Directors equal to the number of Directors retiring shall be elected for a term of three (3) years or until the Annual Meeting of Owners held in the third year of their terms, whichever shall first occur. A Director whose term has expired shall be eligible for re-election.

(2) (a) Notwithstanding the foregoing the Board elected at a time when the Declarant owns a majority of the Units shall, not more than twenty-one days after the Declarant ceases to be the registered owner of a majority of the Units, call a meeting of the

Members of the Corporation to elect a new Board of Directors and such meeting shall be held within twenty-one days after the calling of the meeting.

(b) If the meeting referred to in subsection (1) is not called within the time provided for by that subsection, any or any mortgagee or chargee entitled to vote may call the meeting.

#### VACATION OF OFFICE

9. (1) A Director who becomes a bankrupt or a mentally incompetent person, thereupon ceases to be a Director.

(2) Any Director may resign by notice in writing delivered to the corporation and any such resignation shall take effect upon delivery.

(3) Any Director ceases being a Director If, as an Owner, he is in default in the payment Of Common Expenses or contribution to Reserve Funds for a period in excess of thirty (30) days.

(4) The Members may at a meeting of Members by resolution passed by persons present who are entitled to vote and represent ownership of a majority of the Units remove any Director before the expiration of his term of office and may, by a majority of the votes cast at that meeting, elect any qualified person in his place and stead for the remainder of his term.

#### VACANCIES

10. The majority of the remaining Members of the Board may appoint any person qualified to be a Member of the Board under the Declaration or By-laws to fill the vacancy for the remainder of the term. If a vacancy shall occur within one month before an Annual Meeting, the vacancy may be filled at the Annual Meeting.

#### MEETING OF DIRECTORS

11.(1) Meetings of Directors of the Corporation shall be held as the business and affairs of the Corporation may require at such place, in the Regional Municipality of Ottawa-Carleton as the Board may from time to time determine and shall be called by the President, or a Vice-President who Is a Director, or by any two Directors of the Corporation.

(2) The Directors may meet, adjourn or otherwise regulate their meetings as they think fit.

(3) Minutes of any meetings of the Board shall be provided to any First Mortgagee if such Mortgagee so requests.

#### NOTICE

12.(1) Notice in writing of every meeting of Directors shall be given to each Director not less than 48 hours before the meeting Is to take place.

(2) Each newly elected Board may, without notice, hold its first meeting within ten (10) days following the meeting of Members at which elected, for the purpose of organization and election or appointment of officers and no further notice of any such meeting shall be necessary, provided a quorum of Directors is present.

(3) Meetings of Directors may be held without formal notice if every Director is present or if those absent have signified in writing their assent to such meeting being held.

#### REGULAR MEETINGS

13. The Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the Board fixing the place and time of regular meetings of the Board shall be sent to each Director forthwith after being passed and no other notice shall be required for any such regular meeting.

#### CHAIRMAN

14. The President of the Corporation and in his absence a Vice-President of the Corporation shall preside as Chairman of every meeting of Directors of the Corporation. In the absence of the President and Vice-President, the Directors of the Corporation shall designate one of their number to preside. The Chairman may vote at any meeting of Directors.

#### VOTES TO GOVERN

15. Questions arising at any meeting of the Directors shall be decided by a majority of the votes of the Directors present at such meeting and in case of an equality of votes, the Chairman of the meeting shall be entitled to cast a tie-breaking vote.

#### INTEREST OF DIRECTORS IN CONTRACTS

16.(1) Every Director of the Corporation who has directly or indirectly any interest in any proposed contract or transaction to which the Corporation is a party shall fully disclose the nature and extent of such interest at the meeting of Directors at which the proposed contract or transaction is considered or at the next meeting of Directors held after he becomes so interested, and a Director so interested shall not vote in respect of any such contract or transaction and shall not in respect of such contract or transaction be counted in the quorum, provided, however, that the prohibition against voting and being counted in the quorum shall not apply during such time as the Declarant is represented on the Board by three (3) or more Directors.

(2) If a Director has disclosed his Interest in a contract or transaction in compliance with this paragraph and has not voted in respect thereof, the Director, if he was acting honestly and in good faith at the time the contract or transaction was entered into, is not by reason of his holding the office of Director accountable to the Corporation or to its Members for any profit or gain realized from the contract or transaction. And the contract or transaction, if it was in the best Interest of the Corporation at the time the contract or transaction has entered Into is not voidable by reason of any Director's Interest therein.



ARTICLE IV  
PROTECTION OF DIRECTORS AND OFFICERS

17. NO Director or Officer of the Corporation shall be liable for the acts, omissions or defaults of any other Director or Officer or employee or for joining in any act for conformity or for any loss, damage or expense happening to the Corporation through the Insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested or for any loss or damage arising from the bankruptcy, Insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited or for any loss occasioned by an error or judgment or oversight on his part or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same are occasioned by his own dishonest or fraudulent act or acts.

INDEMNITY OF DIRECTORS AND OFFICERS

18 . Every Director and every Officer of the Corporation and his heirs, executors, administrators and other legal personal representatives shall from time to time and at all times be indemnified and saved harmless by the Corporation from and against:

- (a) any liability and all costs, charges and expenses that he sustains or incurs in respect of any action, suit or proceeding that Is proposed or commenced against him for or in respect of anything done or permitted by him in respect of the execution of the duties of his office except dishonest or fraudulent act or acts;
- (b) all other costs, charges and expenses that he properly sustains or incurs in or about or in relation to the affairs of the Corporation.

ARTICLE V  
OFFICERS

19. (1) At the first meeting of the Board after each election of Directors, the Board shall elect from among themselves a President and one or more Vice-Presidents and shall elect or appoint a Secretary, a Treasurer and such other officers as the Board may from time to time determine. A vacancy occurring from time to time in any office may he filled by appointment of the Board. If the same person holds the office of Secretary and Treasurer he may be known as Secretary-Treasurer.

(2) Each Officer of the Corporation shall hold office until his successor shall have been duly elected or appointed or until his death or resignation but in the Absence of written agreement to the contrary any Officer at the pleasure of the Board may be removed with or without cause.

DUTIES AND POWERS

20.The duties and powers of the Officers of the Corporation shall be as follows:

- (1) PRESIDENT- The president shall, when present, preside at all meetings of members and of the Board and shall be charged with the general supervision, subject to the authority of the Board, of the business and affairs of the Corporation. Except when the Board has appointed a Manager or Managing Director, the President shall also have the powers and be charged with the duties of that office.
- (2) VICE PRESIDENT - During the absence or Inability of the President, his duties may be performed by the Vice-President, or if there are more than one, by the Vice-President in order of seniority (as determined by the Board). If a Vice-President exercises any such duty or power the absence or inability of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the President or Board may from time to time delegate to him.
- (3) SECRETARY - The Secretary shall give or cause to be given all notices required to be given to the Members, Directors, auditors mortgagees and all others entitled thereto; he shall attend all meetings of the Directors and of the Members and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings; he shall be the custodian of the corporate records and of the Seal of the Corporation and of all books, papers, records, documents and other Instruments belonging to the Corporation and he shall perform such other duties as way from time to time be prescribed by the Board.
- (4) TREASURER- The Treasurer shall keep full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and, under the direction of the Board, shall control the deposit of money, the safekeeping of securities and the disbursement of the funds of the Corporation; he shall render to the Board at the meetings thereof or whenever required of him an account of all his transactions as Treasurer and of the financial position of the Corporation and he shall perform such other duties as may from time to time be prescribed by the Board.
- (5) OTHER OFFICERS - The duties of all other Officers of the Corporation appointed from time to time shall be such as the terms of their engagement call for or the Board requires of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant, unless the Board otherwise directs.
- (6) VARIATION OF DUTIES - From time to time the Board may vary, add to or limit the powers and duties of any officer or officers.

ARTICLES VI  
COMMITTEES

21.(1) The Board may from time to time elect or appoint such Committees as it may deem advisable and without limiting the generality of the foregoing may elect or appoint any or all of the Committees designated as follows:

- (I) finance
- (ii) landscaping and maintenance
- (iii) parking
- (iv) recreation
- (v) grievances, by-law and rule enforcement

but the functions of any such Committees shall be advisory only.

(2) Unless otherwise ordered by the Board, each Committee shall have the power to fix its quorum but at not less than a majority of its Members, to elect its chairman and to regulate its procedure.

AGENTS AND ATTORNEYS

22. The Board shall have power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including power to sub-delegate) as may be thought fit.

FIDELITY BONDS

23. The Board may require such Officers, employees and agents of the Corporation as the Board deems advisable at the Corporation's expense to furnish bonds for the faithful discharge of their duties in such form and with such surety as the Board may from time to time prescribe.

ARTICLE VII  
MANAGEMENT OF PROPERTY

24. The Corporation may from time to time by agreement in writing engage a person, firm or corporation as Manager of the Property to perform such duties and services as to the management of the Property as may be agreed upon for such period and upon such terms and conditions as may from time to time be determined. In any such agreement except as otherwise required by law the Corporation may delegate to such Manager all or any of its powers and duties.

ARTICLE VIII  
MEETINGS OF MEMBERS OF THE CORPORATION

ANNUAL MEETING

25.(1) The Annual Meeting of the Members of the Corporation shall be held at such place in the Regional Municipality of Ottawa-Carleton as the Board may from time to time determine not later than fifteen (15) months after the holding of the last preceding annual meeting for the purposes of;

- (a) receiving the reports and statements of the Officers of the Corporation, including a current audited financial statement of the affairs of the Corporation and any other reports or statements required by the Act, Declaration and By-laws to be read at and laid before the Members at the Annual Meeting;
- (b) electing Directors;
- (c) appointing an auditor and fixing or authorizing the Board to fix his remuneration; and
- (d) transacting such other business as may properly be brought before the meeting.

(2) The Corporation shall hold its first Annual Meeting of Members within three (3) months of the date of registration of the Declaration. At any Annual Meeting any Member shall have an opportunity to raise any matter relevant to the affairs and business of the Corporation.

GENERAL MEETING

26. (1) The Board shall have the power at any time to call a general meeting of Members of the Corporation to be held at such place in the said Regional Municipality Of Ottawa-Carleton as May be determined by the Board.

(2) It shall be the duty of a Director or Directors remaining in Office whenever and as soon as there Is not a quorum of Directors in Office to forthwith call a general meeting of Members to fill the vacancies and, in default or if there are no Directors then in office, the meeting may be called by any Member .If such lack of quorum shall occur within one (1) month before the time for the Annual- Meeting, an Annual Meeting of Members may be called instead of a general meeting.

27.(1) The Board shall upon deposit with the Corporation of a requisition in writing made by Members or Mortgagees (Or a combination thereof) who own or have a right to vote with respect to twenty-five percent (25%) of the Common Elements forthwith call and hold a general meeting of Members, which meeting shall be held within thirty (30) days from the date of the deposit of the requisition with the Corporation, at such place in the said Regional Municipality of Ottawa-Carleton as the Board may determine.

(2) The requisition shall state the general nature of the business to be presented at the meeting and shall be signed by the requisitionists and deposited at the address for service of the Corporation and way consist of several documents in like form, each signed by one or more requisitionists.

(3) If the Directors do not within twenty (20) days from the date of the deposit of the requisition call and hold a meeting of the Members as aforesaid any of the requisitionists may call the meeting, which meeting shall be held within sixty (60) days from the date of the deposit of the requisition.

#### NOTICE

28. (1) No public notice or advertisement of any meeting E Members shall be required but notice of the time and place of each such meeting shall be given not less than ten (10) days before the day on which the meeting is to be held to each Member and Mortgage who is entered on the Register of the Corporation at the date of giving of such notice and to the Auditor of the Corporation. Notice in respect of a Member who is deceased shall, until such other person is registered in his place, be sufficient If sent addressed to such Member. Where two or more persons are registered AS Owners of a Unit, all notices in respect of such Units may be given to either of such persons and notice so given shall be sufficient notice to all such persons.

(2) Notice Of Meeting of Members shall state the general nature of the business which is to be transacted thereat.

#### CHAIRMAN

29. The President of the Corporation and in his absence a Vice-President of the Corporation shall preside as Chairman of every meeting of Members of the Corporation In the absence of the President and Vice-President, the Members of the Corporation shall designate one of their number to preside.

#### QUORUM

30.(1) A quorum for the transaction of business at meetings Of Members shall consist of persons present who are entitled to vote and represent ownership in aggregate of 20% of the Common Elements.

(2) If thirty (30) minutes after the time appointed for the holding of any Meeting Of Members a quorum be not present, the meeting shall stand adjourned to the same time on the corresponding day of the next week at such place as the Board shall determine and notice of the time, day and place of the convening of such adjourned meeting shall be given not less than two (2) days prior to the convening of such meeting, and If thirty (30) minutes after the convening of such adjourned meeting a quorum be not present, those Members who are present in person or represented by proxy and entitled to vote shall be deemed to be a quorum and may transact all business which a full quorum might have done and the notice of any such adjourned meeting shall so stipulate.

#### CONDUCT OF MEETINGS

31.(1) in the event that the secretary shall not he present at a meeting of Members, the chairman shall appoint a secretary for the meeting.

(2) The general order of business at meetings of Members shall be as follows:

- (a) the tabling of the notice calling the meeting;
- (b) the report of the secretary on Persons present and those entitled to vote;
- (c) the approval of the minutes of the previous meeting;
- (d) the business referred to in the notice calling the meeting;
- (e) the unfinished business;
- (f) adjournment.

(3) The only persons entitled to attend a meeting of Members shall be the Owners and Mortgagees entered on the Register of the Corporation or their proxies, the Auditor of the Corporation, the Director, and Officers of the Corporation, and others who, although not entitled to vote, are entitled or required under the provisions of the Act, Declaration or By-laws to be present at the meeting. Any other person may be admitted only on the invitation of the Chairman of the meeting or with the consent of those present at the meeting.

(4) Minutes of any meetings of Members shall be provided to any First Mortgagee if such Mortgagee so requests.

#### PERSONS ENTITLED TO VOTE

32.(1) At each Meeting Of Members, there shall be only one vote cast for each Unit represented at such meeting.

(2) Only an Owner of a Unit recorded in the Register of the Corporation on the day of such meeting shall be entitled to vote either personally or by proxy at such meeting unless If the Unit Is mortgaged, the mortgagee is empowered by an Owner to vote in his place and stead, Is recorded in the said Register and has complied with the provisions of the Act with respect to notice of its Intention to exercise the right to vote, in which case the mortgagee may vote.

(3) An executor, administrator committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation upon filing with the Secretary of the meeting sufficient proof of his appointment, may represent the Owner or Mortgagee of a Unit at all meetings of Members of the Corporation and may vote in the same manner and to the same extent as such Owner or Mortgagee. If there be more than one executor,

administrator Committee, guardian or trustee, the provisions of paragraph 32(4) and 33 hereof shall apply.

(4) If a Unit or a mortgage on a Unit is owned by two or more persons any one of them present or represented by proxy May in the absence of the other or others vote, but if more than one of them are present or represented by proxy, they shall vote in the same way, failing which the vote for such Unit shall not be counted.

(5) Any dispute as to the right to vote shall be resolved by the Chairman if the meeting upon such evidence as he may deem sufficient.

#### PROXIES

33. Every Member Or Mortgagee entitled to vote at meetings of Members may by instrument in writing appoint a proxy, who need not be Member or Mortgagee, to attend and act at a meeting of Members in the same manner, to the same extent and with the same power as if the Member or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing signed by the appointor or his attorney authorized in writing and the Instrument appointing a proxy shall be deposited with the Secretary of the meeting before any vote is cast under its authority.

#### SCRUTINEERS

34. At each meeting of Members one or more scrutineers may be appointed by a resolution of the meeting or by the Chairman with the consent of the meeting to serve at the meeting. Such scrutineers need not be Members of the Corporation.

#### VOTES TO GOVERN

35. Any question coming before any meeting of members shall, except as otherwise specifically prescribed by the Act, Declaration or By-law, be decided by a majority of the votes duly cast and in the event there shall be an equality of votes, the Chairman of the meeting shall be entitled to cast a tie-breaking vote save and except where prohibited by any provision of the Act.

#### SHOW OF HANDS

36.(1) Unless a Poll be required by the Chairman or be demanded by any Member or Mortgagee present in person or by proxy and entitled to vote at all meetings of Members, the vote may be taken by a show of hands.

(2) After a show of hands has been taken upon any question, the Chairman may require or any Member or Mortgagee present in person or by proxy and entitled to vote may demand a poll there on. A demand for a Poll may be withdrawn at any time prior to the taking of the poll.

(3) Unless a poll is demanded, an entry in the minutes of a meeting of Members to the effect that the Chairman declared a motion to be carried is admissible in evidence as prima facie proof of the fact without proof of the number or proportion of votes recorded in favour or against the motion.

#### POOLS

37. If a poll be required upon a question, it shall be taken in such manner as the Chairman of the meeting shall decide and the result of the poll shall be the decision of the meeting upon the question.

### ARTICLE IX

#### ASSESSMENT AND COLLECTION OF CONTRIBUTIONS TOWARDS COMMON EXPENSES

##### BUDGET

38. The Board shall at least annually prepare and present to a meeting of members for its consideration a Budget for the Corporation including the Common Expenses, and if found satisfactory, the Members shall approve in principle the Budget so presented and receive copies thereof. All Budgets shall be prepared by the Board in accordance with good accounting principles.

##### CONTRIBUTION TOWARDS COMMON EXPENSES AND RESERVE FUND CONTRIBUTIONS

39.(1) All common Expenses and Reserve Fund contributions assessed against the Owners shall be levied against the Owners in the proportions in which they are required to contribute to Common Expenses as set forth in the declaration.

(2) Each Owner shall contribute monthly both towards his share of the annual estimated Common Expenses and the Reserve Fund an amount equal to 1/12 of his annual contribution, the monthly contribution to be paid to the Corporation in advance on the first day of each and every month commencing with the first day of the month next following the date of registration of the transfer of such Unit to the Owner. Until the Declarant has effected the transfer of title of any Unit, the Declarant as Owner of such Unit shall pay to the Corporation its proportionate share of such Unit's Common Expenses and contributions to the Reserve Fund, the same to be credited to the account of such Unit. The Board by resolution may require the Common Expenses and Reserve Fund contributions be paid by post-dated cheques up to but not exceeding one year in advance.

##### SPECIAL ASSESSMENTS FOR COMMON EXPENSES

40, If It appears at any time during a financial year of the Corporation that the Common Expenses shall exceed or have exceeded those estimated in the Budget, the Board may after notice in writing to each Owner and Mortgagee named in the Register assess and levy against the Owners a special assessment to cover any such additional Common Expenses and each Owner's share of the

said assessment shall be paid to the Corporation in such amounts and at such times as the Board may determine.

#### DEFAULT

41, In the event an Owner is in default in payment of any levy for Common Expenses or Reserve Funds hereunder and such default continues for a period of fifteen (15) days, the Board may in its sole discretion take such steps as may be necessary to enforce the collection thereof and there shall be added to any amount found due, Interest at the rate of 1% per month, or such other rate of interest as the Corporation may by By-law from time to time determine, and all legal and other collection expenses Incurred by the Corporation.

#### STATEMENT OF ACCOUNT

42, The Board shall upon receipt of notice in writing from a unit's mortgagee or Owner prepare and deliver within seven (7) days of receipt of the notice a certificate as at a fixed date reflecting the balance in the Common Expenses and Reserve Funds in the Corporation, the percentage credited to or debited against such Unit and the current monthly levy for Common Expenses and Reserve Funds in respect of such Unit, and default if any in payment thereof. The Board may charge such reasonable fee for such certificate as it by resolution may fix.

### ARTICLE X

#### RULES AND REGULATIONS RESPECTING THE USE OF UNITS AND THE COMMON ELEMENTS

43. The Rules and Regulations governing the use of the Property to be observed by each Owner and tenant, and their family, guests and invitees and by any other Occupant of the property shall be those approved at a meeting of Members, or by the Declarant before the first meeting of Members, and any such Rules and Regulations may be altered, amended, modified or revoked at a meeting of Members.

### ARTICLE XI

#### GENERAL

#### BANKING ARRANGEMENTS

44. The banking business Of the Corporation or any part thereof shall be transacted with such bank, trust company or other firm or corporation carrying on a banking business as the Board may designate, appoint or authorize from time to time by resolution and all such banking business or any part thereof, shall be transacted on the Corporation's behalf by such one or more officers or other persons as the Board may designates direct or authorize from time to time by resolution to the extent therein provided, or as may be required from time to time to facilitate the banking business of the Corporation.

#### EXECUTION OF INSTRUMENTS

45. (1) Deeds, transfers, assignments, contracts, obligations and other instruments on behalf of the Corporation may be signed by the President or Vice-President of the Corporation together with the Secretary or Treasurer or Director who is not an officer of the Corporation.

(2) Notwithstanding the foregoing the Board shall have the power from time to time by resolution to designate any officer or officers of the Corporation, person or persons on behalf of the Corporation or any director or directors to sign contracts, documents or Instruments on behalf of the Corporation generally or to sign a specific contract, document or instrument.

(3) The Corporate Seal shall be affixed to such instruments as require the same.

#### NOTICE

46. (1) Except as hereinbefore set forth, any notice, direction or other instrument required or permitted, may be given, If to be served personally by delivering same to the party or to any officer of the party to be served or otherwise, may be given by ordinary mail, postage prepaid addressed to the Corporation at its address for service to each Owner at his address entered in the Register, and to such mortgagee who has given notice of his interest to the Corporation at the address entered in the Register; and if mailed as aforesaid the same shall be deemed to have been received to be effective on the third business day following the day on which it was mailed. Any Unit Owner or mortgagee may change his address for service by notice given to the Corporation in the manner aforesaid.

(2) Accidental omission to give any notice to any Member, Mortgagee, Director, Officer or Auditor or the non-receipt of any notice by any Member, Mortgagee Director, Officer or Auditor, or any error in any notice not affecting the substance therefore shall not Invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

47. These By-laws or part thereof may be varied, altered or repealed by By-law duly passed in accordance with the provisions of the Act and Declaration.

#### GENDER AND NUMBER

48. In the By-laws the use of the Masculine gender 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.

INVALIDITY

49. Each of the provisions of the By-law 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 the By-law, and in such event all the other provisions of the By-law shall continue in full force and effect as if such invalid provision had never been included therein.

COMPUTATION OF TIME

50. Unless otherwise specifically provided, in computing the date on which notices must be given, Saturdays, Sundays and holidays and the day of the giving of notice and the day of the meeting or other event shall be excluded.

ENACTED this 9 day of June, A.D. 1978.

Per \_\_\_\_\_  
President

Per \_\_\_\_\_  
Secretary-Treasurer

URBANETICS LTD., the Owner of all the Units described in the Description, registered together with the Declaration as Instrument No 182188 and the sole Member of Carleton Condominium Corporation No. 145 hereby confirms the foregoing By-law this 9th day of June, A.D. 1978.

URBANETICS LTD.

Per \_\_\_\_\_  
President

Per \_\_\_\_\_  
Secretary-Treasurer

CARLETON CONDOMINIUM CORPORATION NO. 145

BY-LAW NO. 2

Whereas the Board of Directors of Carleton Condominium Corporation no. 145 as deemed it desirable to purchase certain laundry, security and car wash equipment for the purpose of enhancing the care, maintenance and enjoyment of the Corporation's Common Elements, and whereas it necessary for the Corporation to borrow monies to effect these purchases,

Be in enacted as a By-law of the Corporation as follows:

1. In order to effect these purchases the Board is hereby authorized to borrow a total of \$17,770.00 at an interest rate equal to the Bank of Nova Scotia's prime lending rate from time to time, + 1%, to be repaid over a five year period.

the foregoing By-law is hereby passed by the Directors of the Corporation as evidence by their respective signatures hereto.

signature

signature

signature

\_\_\_\_\_

signature

signature

\_\_\_\_\_

Confirmed by a majority of the owners this 31th day of July 1979

signature (Harry A. Keays)

\_\_\_\_\_  
Secretary-Treasurer

CARLETON CONDOMINIUM CORPORATION NO. 145

BY-LAW NO. 3

BE IT ENACTED as by-law of CARLETON Condominium Corporation no. 145 that the Corporation do borrow \$93,000 from the Bank of Nova Scotia to be secured by way of a first mortgage in the amount of \$79,000 having a five year term, fifteen year amortization, on the property being purchased as the superintendent's unit known as Level 1, Unit 3, of C.C.C. No. 145, and the balance of \$14,000 with interest at price plus one percent and a five year term secured by an equivalent amount of deposits in the reserve fund.

The foregoing By-Law is hereby passed by the Directors of the Corporation as evidenced by their respective signatures hereto.

signature

signature

signature

\_\_\_\_\_

signature

signature

\_\_\_\_\_

Confirmed by a majority of the owners this 10th day of January 1984

signature (Chris Teron)

\_\_\_\_\_  
Secretary-Treasurer



BY-LAW NO. 4

WHEREAS the owner of a neighbouring property located at the northwest corner of Queen and Bay Streets, in the City of Ottawa (herein called "the neighbouring property"), has made application for rezoning to allow for the construction of a high-rise commercial building (herein called "the development") on the neighbouring property;

AND WHEREAS the Board of Directors of the Corporation is of the view that the development would very possibly reduce or prejudice the quality of life of the residents of the Condominium and would very possibly reduce the value of the units of the Condominium;

AND WHEREAS the Board of Directors therefore intends to oppose the municipal approvals which would permit the development to proceed:

AND WHEREAS this By-Law confirms the authority of the Board of Directors to oppose the development in whatever manner the Board considers appropriate, including the appeal of any

zoning or other municipal approval which would permit the development to proceed:

AND WHEREAS this By-Law further confirms the authority of the Board of Directors to levy special assessments in order to raise any or all of the funds required to oppose the development as herein described:

NOW THEREFORE be it enacted as By-Law No. 4 of Carleton Condominium Corporation No. 145 (herein called 'The Corporation\*') as follows:

ARTICLE I  
DEFINITIONS

All words used herein which are defined in the Condominium Act, R.S.O. 1980 c. 84, shall have ascribed to them the meanings set out in the Act as amended from time to time.

ARTICLE II  
AUTHORITY TO OPPOSE DEVELOPMENT

(1) The Corporation is authorized to oppose the development in whatever manner and by taking whatever steps the Board of Directors may deem appropriate. Without limiting the generality of the foregoing, the Corporation is authorized to appeal any zoning or other municipal approvals which would permit the development to proceed in whole or in part.

(2) The Board may levy special assessments in order to raise any or all of the funds required to meet expenditures which have been incurred or which it is anticipated will be incurred in order to oppose the development as described herein. Notice of any such special assessment shall include, a written statement setting out the reasons for the assessment and the assessment shall be payable by each owner within ten (10 days after the owner has been given notice of the assessment or within such further period time and in such instalments as the Board may determine.

ARTICLE III  
MISCELLANEOUS

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

(2) Gender: The use of the masculine gender in this By-Law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires, and vice versa.

(3) Waiver: No restriction, condition, obligation or provision contained in this By-Law 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 thereof which may occur.

(4) Headings: The headings in the body of this By-Law form no part thereof but shall be deemed to be inserted for convenience of reference only.

(5) Alterations: This By-Law or any part thereof may be varied, altered or repealed by a By-Law passed in accordance with the provisions of the Act, and the Declaration.

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

Signature P.E. Ross - Ross

Signature Martin Holtz

Signature Beatrice Grant

Signature R. Houston

BY-LAW NO. 5

AS the CS Co-Op, being the owner of a property located on the south side of Albert Street between Bay and Lyon Streets, in the City of Ottawa (herein called "the Neighbouring Property") has made application for required approvals to allow for the construction of a high-rise, mixed-use building (herein called the "Development") on the Neighbouring Property;  
AND WHEREAS the Board of Directors of the Corporation is of the view that the Development would very possibly reduce or prejudice the quality of life of the residents of the Condominium and would very possibly reduce the value of the units of the Condominium;  
AND WHEREAS the Board of Directors therefore intends to oppose the municipal approvals which would permit the Development to proceed;  
AND WHEREAS this By-law confirms the authority of the Board of Directors to oppose the Development in whatever manner the Board considers appropriate, including the appeal of any zoning or other municipal approvals which would permit the Development to proceed;  
AND WHEREAS this By-law further confirms the authority of the Board of Directors to levy special assessments in order to raise any or All of the funds required to oppose the Development as herein described;

NOW THEREFORE BE IT ENACTED as By-law No. 5 of Carleton Condominium Corporation No. 145 (hereinafter referred to as the 'Corporation') as follows:

ARTICLE I  
DEFINITIONS

All words used herein which are defined in the Condominium Act, R. S. O. 1990, c. C-26, or any successor (the "Act") shall have ascribed to them the meanings set out in the Act as amended from time to time.

ARTICLE II  
AUTHORITY TO OPPOSE DEVELOPMENT

1. The Corporation is authorized to oppose the Development in whatever manner and by taking whatever steps the Board of Directors may deem appropriate. Without limiting the generality of the foregoing, the Corporation is authorised to appeal any zoning or other municipal approvals which would permit the development to proceed in whole or in part. Provided, however, that expenses incurred by the Corporation in opposing the development as aforesaid shall not exceed \$20,000.00 in total.
2. The Board may levy special assessments in order to raise any or all of the funds required to meet expenditures which have been incurred or which it is anticipated will be incurred in order to oppose the Development as described herein. Notice of any such special assessment shall include a written statement setting out the reasons for the assessment and the assessment shall be payable by each owner within ten (10) days after the owner has been given notice of the assessment or within such further period of time and in such instalments as the Board may determine.

ARTICLE III  
MISCELLANEOUS

1. Invalidation: The invalidity of any part of this By-law not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
2. Gender: The use of the masculine gender in this By-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires, and vice versa.
3. Waiver: No restriction, condition, obligation or provision contained in this By-law 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 thereof which may occur.
4. Headings: The headings in the body of this By-law form no part thereof but shall be deemed to be inserted for convenience of reference only.
5. Alterations: This By-law or any part thereof may be varied, altered or repealed by a By-law passed in accordance with the provisions of the Act, and the Declaration.

The foregoing By-Law is hereby passed by the Directors and confirmed by the owners pursuant to the Condominium Act of Ontario.

DATED this 8th day of February, 1995.

Signature Catherine Craig

Secretary  
I have authority to bind the  
Corporation.

CARLETON CONDOMINIUM CORPORATION NO 145

BY-LAW NO. 6

BE IT ENACTED as By-Law No. 6 (being a By-Law respecting Directors and Officers liability insurance) of CARLETON CONDOMINIUM CORPORATION NO. 145 (herein referred to as the "Corporation") as follows:

ARTICLE I  
DEFINITIONS

All words used herein which are defined in the Condominium Act, R.S.O. 1990, c. C-26, or any successor("the Act") shall have ascribed to them the meanings set out in the Act as amended from time to time.

ARTICLE II  
DIRECTORS AND OFFICERS LIABILITIES INSURANCE

The Corporation shall obtain and maintain Directors and Officers liability insurance, having coverage not less than the Corporation's general liability insurance, but otherwise on terms acceptable to the Board, subject to the following:

- a) The Corporation's manager may be included as an additional insured under the policy.
- b) The policy shall provide for coverage on a full claims-made basis, (covering any claims made during the term of the policy arising out of any "wrongful act" since the registration of the Corporation on the 1st day of June, 1978. The policy shall therefore provide insurance protection for the actions of all past and present Directors and Officers of the Corporation;
- c) The policy shall provide coverage on identical terms to all past and present Directors and Officers of the Corporation and they shall be insured under the policy without limiting the generality of the foregoing, the policy shall contain no exclusions which apply only to certain past or present Directors and officers of the Corporation, and therefore not to all past or present Directors of the Corporation
- d) The Corporation shall be an insured under the policy, and the coverage shall extend to any claims under the policy for which the Corporation may be required to afford indemnity under the provisions of the Condominium Act and/or the Corporation's By-Laws;
- e) The policy shall not exclude coverage for claims asserted by the Corporation;
- f) A copy of this By-Law shall be provided to the Directors and Officers liability insurer and shall be attached to any application for Directors and Officers liability insurance.

ARTICLE III  
MISCELLANEOUS

- (1) Invalidation: The invalidity of any part of this By-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
- (2) Gender: The use of the masculine gender in this By-Law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural wherever the context so requires, and vice-versa.
- (3) Waiver: No restrictions, conditions, obligations or provisions contained in this By-Law 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 thereof which may occur.
- (4) The headings in the body of this By-Law form no part thereof but shall be deemed to be inserted for convenience of reference only.
- (5) Alterations: This By-Law or any part thereof may be varied, altered or repealed by a By-law passed in accordance with provisions of the Act, and the Declaration.

The foregoing By-Law is hereby passed by the Directors and confirmed by the owners pursuant to the Condominium Act of Ontario.

DATED this 19th day of September, 1995.

Signature Catherine A. Craig

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Title: Secretary

I have authority to bind the Corporation

URBANETICS LTD.

- and -

CARLETON CONDOMINIUM CORPORATION NO. 145

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GARAGE AGREEMENT

---

Snipper, Cohen & Murray  
210 Gladstone Avenue  
Ottawa, Ontario  
JDS/jc

THIS INDENTURE made this 26th day of June , 1978.

BETWEEN:

URBANETICS LTD., a body corporate under the laws of the Province of Ontario, having its head office at the City of Ottawa, in the Regional Municipality of Ottawa-Carleton,

hereinafter called "URBANETICS"

OF THE FIRST PART

- and -

CARLETON CONDOMINIUM CORPORATION NO. 145

hereinafter called the "CONDOMINIUM"

OF THE SECOND PART

- A. WHEREAS there has been erected upon and under those parcels of land situate on the south side of Queen Street in City of Ottawa, in the Regional Municipality of Ottawa-Carleton, more particularly described in SCHEDULE "A" hereto attached (and hereinafter called the "LANDS") a 13-storey building, below and appurtenant to which is a ten-level structure (hereinafter called the "Garage") designed and intended for the ingress, egress and parking of motor cars (hereinafter called "CARS") and as well to house and accommodate certain elevator, electrical, mechanical and other similar installations servicing the said building and Garage (which building and Garage and all the appurtenances thereto are hereinafter collectively called the "Complex");
- B. AND WHEREAS that part of the Complex above the Garage comprising the aforesaid 13-storey building contains residential units (hereinafter called "Units") for sale to and to be owned by persons as Units under the provisions of The Condominium Act, R.S.O. 1970, (Chap.77, as amended, under which Act the Condominium was created;
- C. AND WHEREAS there are certain parcels of land situate on the north side of Queen Street approximately opposite the Complex, upon which is erected a hotel known as INN OF THE PROVINCES conjoined with a 12 storey office tower known as 350 SPARKS STREET, OTTAWA, (hereinafter called the "Hotel-Office Tower");
- D. AND WHEREAS the proprietorship and use of the Garage is divided in that
- (a) the upper four levels and one-half of the fifth level of the Garage (hereinafter called the "Urbanetics Garage Sector" as described firstly in Schedule "A" are owned and will be used exclusively by Urbanetics to provide Car parking accommodation for the tenants and occupants of the Hotel-Office Tower and members of the public and the agents, servants and invitees of Urbanetics, subject to the exception thereout and therefrom of certain installations physically located in the said Garage Sector which installations are more particularly hereinafter referred to and form part of the Common Elements of the Condominium, and subject also to certain easements therein and thereover in favour of the Condominium and the Unit Owners thereof;
- (b) the lower four levels and on-half of the fifth level, together with the aforesaid excepted installations and easements forming part of the Common Elements of the Condominium, (hereinafter called the "Condominium Garage Sector" are to be used exclusively by the Unit owners to provide Car parking accommodation, locker spaces and to house and accommodate elevators, electrical, mechanical and other similar installations designed and intended to service the Units and in part the Complex;
- E. AND WHEREAS, notwithstanding that separate street-level entrances are provided each of the parties for ingress and egress to the Garage, the Unit owners and the Condominium require rights of passage over parts of the Urbanetics Garage Sector;
- F. AND WHEREAS, notwithstanding that the Garage is designed and constructed to reflect and accommodate the said divided proprietorship and use, the parties share certain utilities and certain mechanical installations and systems which run throughout the Garage and must therefore provide a method and procedure for maintaining, administering and equitably sharing the costs thereof;
- G. AND WHEREAS is desirable to articulate the areas of respective proprietorship, the location of easements and of certain installations above referred to and to provide to the Condominium and Unit owners reasonable security and privacy in the

use and enjoyment of the common areas above referred to;

H. AND WHEREAS there has been prepared and registered in the Office of Land Titles at Ottawa a reference plan prepared by Charles W. Fairhall, O.L.S. bearing Reference Plan No. 4R-2194 and attached hereto as Schedule "B" is an explanation and amplification of the Parts shown on the said R-Plan.

I AND WHEREAS Urbanetics is as of the date of this indenture the registered owner of all the units in the Condominium.

WITNESSETH that the parties by executing this indenture do hereby acknowledge, affirm, covenant and agree as follow:

#### Condominium Ownership

1. The parties acknowledge that the following parts on the R-Plan form the Common Elements of the Condominium and are for the exclusive use and enjoyment of the Condominium and the various Unit owners thereof (save to the extent, if any, hereinafter specifically excepted), namely:

Plan No. 1 -- Part 1

Parts 14, 15, 17 & 18 (Subject to surface easements to the Regional Municipality of Ottawa-Carleton)

Plan No. 2 -- Part 1

Parts 11 to 15, both incl. (parts 14,15 subject to surface easements to the Regional Municipality of Ottawa-Carleton)

Plan No. 3 -- Part 1

Plan No. 4 -- Part 1

Plan No. 5 -- Part 1

Plan No. 6 -- Part 1

#### Urbanetics Ownership

2. The parties acknowledge that the following parts on the R-Plan are owned by Urbanetics and are for the use and enjoyment of the tenants and occupants of the Hotel-Office Tower, members of the public and the agents, servants and invitees of Urbanetics (subject to certain rights of easement in favour of the Condominium and the Unit owners thereof) as follows;

Plan No. 2 Parts 2 to 10, both incl. (but subject to rights of way in favour of the Condominium and Unit owners thereof over Parts 4 to 10, both incl.)

Part 16 (but subject to the easement to the Regional Municipality of Ottawa-Carleton)

Plan No. 3 Parts 2 to 10, both incl. (but subject to the rights of way in favour of the Condominium and Unit owners thereof over Parts 4 to 10 incl.)

Plan No. 4 Parts 2 to 9, both incl. (but subject to rights of way in favour of the Condominium and Unit owners thereof over Parts 4 to 9 incl.)

Plan No. 5 Parts 2, 3, 4, 7 and 8, (but subject to the rights of way in favour of the Condominium and Unit owners thereof over Parts 4, 7 and 8 incl.)

#### Easements over Urbanetics Garage Sector - Ramps Etc.

3. Urbanetics hereby grants unto the Condominium and the Unit owners thereof in perpetuity and easement over those ramps and passageways leading from the Bay Street Garage entrance and running through the Urbanetics Garage Sector, namely, over Parts 4, 5, 6 and 7 of Plan No. 2, over Parts 4, 5, 6 and 7 of Plan No. 3, over Parts 4, 5, 6 and 7 of Plan No. 4 and over Parts 4 and 7 of Plan No. 5 all as shown on the said R-Plan, for the free and unobstructed passage of Cars at all times to and from the Condominium Garage Sector, being Part 1 of Plan No. 6 of said R-Plan, from and to the said Bay Street entrance of the Garage, the said easement to be for the benefit of the owners and occupants from time to time of the Units in the Complex provided always that the said owners and occupants shall exercise reasonable care and skill in the operation of their respective Cars in, over and through the said Parts with a view to minimizing wear and tear and so as to avoid damage thereto.

#### Stairways

4. Urbanetics hereby grants unto the Condominium and the Unit owners thereof an easement in perpetuity over those stairways leading from the aforesaid 13-storey building containing the Units and running through the Urbanetics Garage Sector to the Condominium Garage Sector, being over parts 8, 9 and 10 of Plan No. 4 and over Part 8 of Plan No. 5 on the said R-Plan, for the free and unobstructed passage on foot at all times from and to the said units to and from the Condominium Garage Sector for the benefit of the owners and occupants from time to time of said Units in the Complex.

### Use of Garage

5. No person using the Garage under the provisions of this agreement shall block, obstruct, impede, hinder or make unreasonably difficult the use by Cars of ramps or passageways in the Urbanetics Garage Sector, it being understood and agreed that in the operation of the Urbanetics Garage Sector no priority of passage or use shall be accorded to any Car driven by any employee of Urbanetics or of any lessees or Urbanetics but rather that all Car operators authorized to use the Garage shall have and be accorded reasonable and equal use of the said common ramps and passageways whether under the provisions of this agreement or by virtue of the Declaration, By-Laws, rules or Regulations of the Condominium or by virtue of the proprietorship of any part of the Garage.

6. Neither party shall bring into the Garage nor allow any person for whom it is in law responsible to bring into the Garage any dangerous or noxious substance or machine or any matter or thing calculated or likely to cause noise, vibrations, fumes, fire or other similar objectionable condition or anything likely to create a hazard or to increase the rate of insurance.

7. No repair work to Cars shall be permitted in the Garage save for emergency work or minors repairs not likely to create any breach of the provisions of Clause 7 hereof provided always that the washing or cleaning of Cars shall be permitted in both the Hotel-Office Tower Garage Sector and the Condominium Garage Sector.

8. Both parties will take all such steps as may be reasonably necessary to ensure that cars entering their respective Garage Sectors will use their respective street level entrances only.

### Maintenance, Repair, Etc.

Each party shall be responsible to and shall maintain in good, sound, structural and operating condition its own Garage Sector and in particular each party shall keep up and maintain, and for that purpose periodically inspect, all electrical wiring, outlets, lights, circuit breakers, drains, drain pipes, water pipes, taps, valves, fire house connections, exhaust ducts and grills, sprinkler pipes and heads, fans, fuel tanks and lines, storm sewers, gas and water connections, booster pumps and valves, controls, heaters, doors, machinery and every manner and sort of equipment, machinery, device, system and apparatus (hereinafter collectively referred to as the Apparatus) installed or located in its own Garage Section, subject always to the following:

(a) If any restoration, maintenance or repair to any part of the Garage or any of the Apparatus be required as a result of the wilful act, default or negligence of one of the parties hereto or of any person, firm or corporation for whom one of the parties is in law responsible to the terms and conditions of this agreement then the other or innocent party shall be and is hereby indemnified by such party against the cost of such restoration, maintenance or repair.

(b) If any restoration, maintenance or repair (other than as provided in the immediately preceding sub-para.) is required to both sectors of the Garage or the Apparatus common to both sectors by virtue of the common or indivisible nature of the matter or thing to be restored, maintained or repaired, then the cost thereof shall be allocated between the parties in the proportion in which such cost is fairly and reasonably allowable to the respective Garage Sectors and the person, firm or corporation effecting the same shall be required whenever practicable to make such allocation and where not practicable, the costs shall be borne equally between the parties.

(c) If either party shall fail, refuse or neglect to effect any restoration, maintenance or repair of its Garage Sector or the Apparatus thereof and if such malfunction or disrepair adversely affects or be reasonably likely adversely to affect the condition and operation of the Garage Sector of the other party or the Apparatus thereof, then such other party may by written notice to the defaulting party require the latter to effect such restoration, maintenance or repair expeditiously and if the latter shall fail, refuse or neglect so to do within a reasonable time, then such other party may effect such restoration, maintenance or repair at the cost of the defaulting party and for such purpose it is hereby given leave and licence for its agents and servants to enter in and upon the Garage Sector of the other party and to take all such steps and do all such acts as may be necessary, in the premises.

### Utility Counts

10. The parties agree that the Condominium shall be responsible for the payment of all of the costs for the supplying of electricity, fuel and water to the Complex but Urbanetics will contribute to the payment thereof on the following basis:

#### Fuel

(a) FUEL - Urbanetics will pay to the Condominium as and for Urbanetics' share of natural gas fuel (hereinafter called gas) supplied to and used in the Complex an annual sum which shall be the lesser of 8% of the total amount billed by the gas supplier in each year or a sum which represents the cost of 4 Million cubic feet of gas so supplied to and used in the Complex in each year and for the purposes of this provision a year shall be deemed to run from July 1st to June 30th of the next year. During each such year Urbanetics will pay to the Condominium promptly and in any event within fifteen (15) days of receipt by it of a copy of each and every invoice of gas so supplied and used a sum equal to 8% of the amounts so billed and if the sums so paid shall in any year exceed the amount which Urbanetics is obliged to pay under the formula aforesaid (and such calculation shall be made by the Condominium and written details thereof delivered to Urbanetics by not later than July 31st in each year) then the excess shall either be reimbursed to Urbanetics or be credited against future payments to be made by Urbanetics on the gas account, as

Urbanetics may from time to time notify to the Condominium. The Condominium will promptly pay to the gas supplier the full amount of each invoice rendered in any events within the time limited for payment by the gas supplier so as to ensure continuity of gas to the Complex.

#### Water

(b) SEWER AND WATER - Urbanetics will pay to the Condominium as and for Urbanetics' share of municipal water supplied to and used in the Complex an annual sum which represents the cost of 3350 cubic feet of water so supplied to and used in the Complex in each year and for the purposes of this provision a year shall be deemed to be a calendar year. It is understood and agreed between the parties that the said figure of 3350 cubic feet represents a fair and reasonable allocation of the amount of water which will be used by and supplied to the Urbanetics Garage Sector in an average year. Urbanetics will pay its said share of the water and sewer account by not later than January 31st in each year in respect of the water supplied to and used in the Urbanetics Garage sector for the preceding year. The Condominium will promptly pay to the Municipality the full amount of each invoice rendered and in any event within the time limited for payment by the Municipality so as to ensure continuity of delivery of water to the Complex.

#### Electricity

(c) ELECTRICITY - Urbanetics shall contribute within thirty (30) days of receipt of each electrical bill for the use of electricity in the Urbanetics Garage Sector a sum calculated as follows:

1. Multiply 568.5 (being an estimate of the number of KWH's per day to be used by Urbanetics) by the number of days covered by the bill;
2. Add the Urbanetics ramp heater electrical consumption (in KWH) for the period covered by the bill to the produce of 1. above;
3. Multiply the sum reached in para. 2 immediately preceding by the average electrical charge per KWH for the bill;
4. If the Urbanetics ramp heater has been used between 4.00PM and 6.00PM at any time during the billing period as a result of the requirements of Urbanetics, at its request, add to the product reached in para.3 immediately preceding, the product of multiplying 55.2 (being the estimate of the KWH's charted for peak period use) by the peak demand charge per KWH for the period covered by the bill.

It is agreed between the parties that the Urbanetics ramp heater will be inoperative between the hours of 4.00 p.m. and 6.00 p.m. each and every day during the term of this agreement, but the Condominium covenants and agrees to turn on the Urbanetics ramp heater between 4.00 p.m. and 6.00 p.m. if so required by Urbanetics, it being agreed by the parties that the Condominium shall retain control of the switch operating the on-off function of such ramp heater.

11. If either Party shall add or remove any Apparatus that substantially affects the quantity of fuel, electricity or water used by it in the Urbanetics Garage Sector, then the formula for the contribution above set out shall be adjusted to reflect such changes in quantities used by it, such adjustment to be calculated by a duly qualified engineer acceptable to both parties whose decision shall be final and binding upon both parties except in case of fraud or demonstrable error. The fees of such engineer shall be borne by Urbanetics.

#### Operation of Sump Pump

12. In addition to any other payment or contribution to be made by Urbanetics hereunder Urbanetics shall pay fifty per cent (50%) of the costs of restoring, maintaining and repairing the sump pump installation located in the lowest level of the Condominium garage Sector which sump pump installation the parties acknowledge and agree is designed and indented to service the Garage.

#### Insurance

13. The parties agree at all times to insure the Complex through one agency of insurance under one policy of insurance against loss or damage to the Complex resulting from any applicable peril defined in a standard "all- risks" insurance contract including, without limiting the generality of the foregoing, damage by earthquake, flood and the extended coverage endorsement normally in use in the City of Ottawa at the time such insurance is first obtained and at the time of each renewal thereof such insurance will be issued to both parties as named insureds and 91% of the premium costs thereof shall be allocated to and paid by the Condominium and 9% by Urbanetics, as representing a fair and equitable division of their respective proprietorships in the Complex. Each of the parties will also maintain public liability and property insurance in an amount not less than \$1,000,000.00 protecting each against any and all claims for injury or damage to person or property and for loss of life occurring upon, in or about the respective Garage Sectors.



Arbitration Etc.

14. (a) If any time during the period of ten (10) years from the effective date of this agreement any dispute, difference or misunderstanding shall arise as to the location or siting of any of the Parts shown on the R-Plan which dispute, difference or misunderstanding the parties are unable to resolve within a reasonable time then the determination thereof shall be referred for decision to Charles W. Fairhall, O.L.S. and the determination so effected by the said Charles W. Fairhall O.L.S. shall, in the absence of fraud or demonstrable error, be final and binding in the premises, provided always that if the said Charles W. Fairhall O.L.S. be unable or unwilling for any reason to make such determination, the parties will endeavour to agree upon the appointment of an Ontario Land Surveyor for such purpose and if unable to agree thereon within a reasonable time, each of the parties shall nominate a person so qualified, who in turn will nominate a third and the majority decision of the three arbitrators so nominated shall be final and binding upon the parties and the costs of such arbitration shall be as may be allocated by such arbitrators.

(b) If any dispute, difference or misunderstanding shall arise as to the meaning or application of the formulae set forth in para. 11 of this agreement or in either party shall contend that any of the said formulae be substantially unfair or unreasonable, then if any such dispute, difference, misunderstanding or contention remains unresolved after a reasonable period of time, the parties will endeavour to agree upon the appointment of a qualified professional engineer for decision, and if unable to agree thereon within a reasonable time, each of the parties shall nominate a person so qualified, who in turn will nominate a third and the majority decision of the three arbitrators so nominated shall be final and binding upon the parties and the costs of such arbitration shall be as may be allocated by such arbitrators.

(c) If any dispute, difference or misunderstanding shall arise as to any matter or thing under this agreement other than the matters referred to in the immediately preceding subparas. (a) and (b) hereof which the parties are unable to resolve within a reasonable time then the determination thereof shall be referred for decision to a single arbitrator, if the parties agree upon one, otherwise to three arbitrators, one to be appointed by the party seeking the arbitration, one to be appointed by the other party to this agreement and a third to be appointed by the first named arbitrators in writing before they enter upon the business of the reference; and if any of the parties shall fail or refuse to so appoint within ten (10) days after notice that an arbitrator has been appointed by the other, then the arbitrator first appointed shall proceed to hear and determine the matters in difference as if he were a single arbitrator appointed by all the parties for the purpose, and the award and determination which shall be made by the said arbitrators, or the majority of them, or by the said single arbitrators, if there be but one, shall be final and binding upon the parties hereto. Costs of arbitration shall be borne in accordance with the decision of the arbitrator(s).

15. If either party shall fail to make any payment when due as may be required under the provisions of this agreement, then the other party may but shall not be obligated to make such payment and the amount in default shall bear interest at the rate of 1.5% per month until reimbursement is effected.

Marginal Notes

16. The headings and marginal notes do not form a part of this agreement but shall be deemed to be inserted for convenience of reference only.

Notice

The parties agree that any notice required to be given pursuant to this agreement shall be conclusively deemed to have been validly given and delivered if sent by telegram or by prepaid registered post in the case of Urbanetics to it at

151 Bay Street  
Suite 105  
Ottawa, Ontario  
K1R 7T2

and in the case of the Condominium addressed to the Condominium at

360 Sparks Street  
Ottawa, Ontario  
K1R 5A1

or such other address as they or either of them shall in writing from time to time designate and delivery of any such notice shall be conclusively deemed to have been effected in the case of a telegram at the time of the requesting of such telegram and in the case of delivery by registered post the second day after the date of actual posting thereof.

18. The parties mutually covenant and agree to do all such further acts and execute all such further documents and assurances as may be reasonably necessary to effectuate the intent and purport of this agreement.

THIS INDENTURE shall enure to the benefit of and be binding upon the parties thereto their respective successors, administrators and assigns and all words in the neuter or masculine shall include the masculine and neuter respectively and also the feminine and all words in the singular shall include the plural and vice versa, when the context so requires. The Condominium warrants that it is an agent authorized to bind all Unit owners to the terms of this agreement and wherever the context or intention hereunder is to bind Unit owners in addition to or in place of the Condominium, this agree at shall be read, interpreted and applied accordingly.

IN WITNESS WHEREOF the parties have hereunto affixed their respective Corporate Seals executed under the hands of their duly authorized signing officers in that behalf.

URBANETICS LTD.

Per \_\_\_\_\_  
President

Per \_\_\_\_\_  
Treasurer

CARLETON CONDOMINIUM CORPORATION NO. 145

Per \_\_\_\_\_  
President

Per \_\_\_\_\_  
Secretary

THIS AGREEMENT made in duplicate this 1st of June, 1978

BETWEEN:

CARLETON CONDOMINIUM CORPORATION NO. 145 a Condominium Corporation located in the Regional Municipality of Ottawa-Carleton in the Province of Ontario, (hereinafter called the "Corporation")

OF THE FIRST PART

AND:

THE ROYAL TRUST CORPORATION, a Trust Company registered under The Loan and Trust Corporations Act , (hereinafter called the "Trustee")

OF THE SECOND PART

WHEREAS the Corporation has obtained certain policies of insurance described in Schedule "A" hereto annexed may be amended, supplemented or cancelled from time to time in accordance with the needs and obligations of the Corporation.

AND WHEREAS the Corporation desires to make provision for the expeditious payment out of proceeds received by the Trustees.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the premises and of the mutual covenants herein contained, it is hereby mutually covenanted, agreed and acknowledged by and between the parties hereto as follow:

Article 1

DEFINITIONS

1. The terms used in this agreement shall have ascribed to them the definitions contained in the Declaration.

ARTICLE II

APPOINTMENT OF TRUSTEE

1. The corporation hereby appoints the Trustee to act as trustee pursuant to the provisions of the Declaration and By-laws of the corporation.

ARTICLE III

PAYMENT BY TRUSTEE

All insurance proceeds in excess of \$5,000.00 for any one loss shall be received by the Trustee and shall be held by it in trust and paid in accordance with the following terms and conditions.

2. In the event of damage to the property, if the Trustee receives a certificate duly executed by the president or vice-president and the secretary of the Corporation certifying that the Corporation or an owner as the case may be is required to repair either pursuant to a decision of the Board or of the owners as may be required by the Declaration or the Act, or pursuant to the Declaration or the Act, then the Trustee shall disburse the proceeds of all insurance received by it relative to such damage, towards the cost of repairing such damage, from time to time, as the repair of such damage progresses, upon written request of the Board.

3. The written request of the Board referred to in paragraph 2 hereof shall be accompanied by the following:

a) A certificate signed by the president or vice-president and the secretary of the Corporation dated no than THIRTY (30) DAYS

prior to such request and counter-signed by the architect or engineer, if any, employed by the board in connection with such repairs, certifying the following:

i) that sum then requested has either been paid by the Board or is justly due to contractors, sub-contractors, materialmen, engineers, architects or other persons who have rendered services or furnished materials for repairs then specified, the names and addresses of such persons, a brief description of such services and materials, the several amounts so paid or due to each of such persons in respect thereof, that no part of such expenditures has been or is being made the basis of any previous or then pending request for the payment of insurance proceeds then held by the Trustee, or has theretofore been paid out of such insurance proceeds, and that the sum then requested does not exceed the value of the services and material described in such certificates;

ii) that except for the amount, if any, stated in such certificate to be due for services or material, there is no outstanding indebtedness known to the Board, after due enquiry which is then due for labour, wages, materials, supplies or services in connection with such repairs which, if unpaid, might become the basis of a mechanics' lien by reason of such repair to the Buildings, or any part thereof and that such architect or engineer is not personally aware of any such indebtedness and

b) An opinion of a solicitor, acting for the Corporation or other evidence reasonably satisfactory to the Trustee to the effect that there has not been filed with respect to the Buildings or the property or any part thereof described in the description any mechanics' lien which has not discharged, except such as will be discharged by payment of the amount then requested.

4. Any balance of proceeds of insurance remaining in the Trustee's hands after payment in full of the cost of the repairs of the Building as aforesaid shall be paid over by the Trustee to the Corporation.

5. If, upon receipt of any certificate referred to in paragraph 3 hereof, the Trustee shall not have sufficient funds to pay the amount due and owing as set out therein, the Board shall be so notified by the Trustee, and the Board shall further notify, in writing, the Trustee as to which of the persons mentioned in Such certificate are to be paid by the Trustee.

6. In the event of damage to the Buildings, if the Trustee receives a certificate duly executed by the president or vice-president and the secretary of the Corporation certifying that the Condominium has been terminated pursuant to Article XI of the Declaration, the Trustee shall disburse all insurance proceeds held by it or thereafter received by it in accordance with the provisions of paragraph 30(c) of the Declaration.

7. The Trustees shall not be under any duty to enquire as to the correctness of any amounts received by it on account of the proceeds of any insurance, nor shall it be under any obligation to take any steps to enforce the payment thereof to it.

#### ARTICLE IV

##### DEFICIENCY OF INSURANCE PROCEEDS

The Board shall be promptly notified of any proceeds of, insurance deposited with the Trustee on behalf of the Corporation and the Trustee shall be under no obligation to make any payments specified in this agreement except, out of the proceeds of insurance held in trust for the Corporation.

#### ARTICLE V

##### LIABILITY AND INDEMNIFICATION OF TRUSTEE

The Trustee shall have no duties except those expressly set forth in this agreement, and shall in no way be responsible or liable for any loss, costs or damages which may result from any thing done or omitted to be done by the Trustee, except in the case of negligence or bad faith. The Trustee shall be protected in acting upon any certificate, statement, request, consent, agreement or other instrument whatsoever, not only as to its due execution and validity and the effectiveness of its provisions, but also as to the truth and accuracy of any information therein contained, which it shall, in good faith, believe to be genuine, and to have been signed and presented by the proper person or persons. It shall have no responsibility with respect to any cheques deposited with it hereunder except the usual responsibilities of a collecting bank and it shall have no responsibility with respect to the application of any funds paid by it pursuant to the provisions of this agreement.

2. The Corporation shall reimburse the Trustee for all expenses incurred by it in connection with its duties under this agreement and shall indemnify it and save it harmless against any liabilities, costs and expenses including legal fees, or anything done or omitted to be done by it in the performance of this agreement, except as result of negligence or bad faith.

#### ARTICLE VI

##### TERMINATION OF AGREEMENT

Either party may terminate this agreement by giving the other 30 days written notice. Following such termination and upon payment to the Trustee of all due fees and charges and delivery to it of a duplicate original agreement between the Corporation and a new trustee to replace the Trustee, the Trustee shall release to new trustee all sums held by it pursuant to this agreement and thereupon its obligations hereunder shall cease.

ARTICLE VII

MODIFICATION OR AMENDMENT OF AGREEMENT DECLARATION AND BY-LAWS

1. This agreement shall not be Modified or amended by the parties hereto without the consent of all persons having registered mortgages against at least fifty percent (50%) of the Units. Any amendments to the Declaration or By-laws shall be communicated to the Trustee by the Board.

ARTICLE VIII

ADDRESS FOR SERVICE

1. Any certificate, declaration or notice in writing given to the Corporation or the Board pursuant to this agreement, be sufficiently given if mailed by prepaid registered post to the Corporation or the Board at 151 Bay Street, Ottawa, Ontario, K1R 7T2. Any certificate, or notice in writing given to the Trustee pursuant to this agreement shall be sufficiently given if mailed by prepaid registered post to the Trustee at 76 Metcalfe Street, Ottawa, Ontario, K1P 5L8. Such certificate or notice in writing shall be deemed to have been received on the business day next following the date of such mailing.

ARTICLE IX

RENUMERATION OF TRUSTEE

1. The Corporation shall pay the Trustee its fees and charges as set out in Schedule "B" hereto annexed.

ARTICLE X

ASSIGNMENT OF AGREEMENT

1. This agreement shall be binding upon and enure to the benefit of the parties hereto, their respective successors and assigns. This agreement shall not be assignable by the Trustee.

ARTICLE XI

ACCEPTANCE OF TRUST

1. The Trustee hereby accepts the trust herein set forth.

IN WITNESS WHEREOF THE PARTIES hereto have executed this agreement this first day of June, 1978.

Signed, Sealed and Delivered in the presence of:

CARLETON CONDOMINIUM CORPORATION NO. 145

Per: \_\_\_\_\_  
\_\_\_\_\_

THE ROYAL TRUST CORPORATION

Per: \_\_\_\_\_  
\_\_\_\_\_

SCHEDULE "A"

POLICIES OF INSURANCE

Refer to insurance policies

SCHEDULE "B"

SCHEDULE OF FEES

- (i) A setting up fee of Two Hundred (\$200.00) Dollars upon the execution of this agreement.
- (ii) An annual standby fee of One Hundred and Fifty (\$150.00) Dollars payable on the 30th day of June in each year commencing June 30, 1975 and continuing so long as this agreement remains in force and effect.
- (iii) An activity fee as follow:
  - (a) 1/2 of 1% on the first \$100,000.00 paid under the said policy of insurance over and above 1/4 of 1% of the 1% of the total insurance slated in the said policy of insurance.
  - (b) 1/4 of 1% on the next \$900,000.00 over and above the amount referred to in sub-paragraph (a) hereof.
  - (c) 1/8 of 1% on the next \$1,000,000.00 over and above the amount referred to in sub-paragraph (b) hereof.
  - (d) 1/10 of 1% on all amounts over and above the amount referred to in sub-paragraph (c) hereof.