

**STATUTORY DECLARATION
RE: POSSESSION, ETC.**

C A N A D A)	IN THE MATTER OF TITLE TO
PROVINCE OF ONTARIO)	Part of Lot 8, Junction
REGIONAL MUNICIPALITY OF OTTAWA-CARLETON)	Gore, formerly Township of Gloucester, now in the City of Ottawa, designated as Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, Reference Plan 4R-8449 (the "Lands") AND
)	IN THE MATTER OF SALES OF PARTS THEREOF from ROBIN HAMILTON FYFE DEVELOPMENTS INC. to ALL PURCHASERS of units in the above-noted Development.
TO WIT:)	

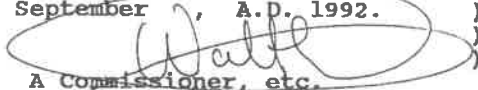
I, ROBIN HAMILTON FYFE, of the City of Ottawa, in the Regional Municipality of Ottawa-Carleton,

SOLEMNLY DECLARE as follows:

1. THAT I am an authorized signing officer of ROBIN HAMILTON FYFE DEVELOPMENTS INC. (the "Vendor Corporation"), and as such have knowledge of the matters hereinafter deposed to.
2. THAT the Vendor Corporation is the registered owner of the subject lands, having acquired title thereto by Transfer/Deed of Land No. N529050 registered on the 2nd day of April, 1990.
3. THAT annexed hereto is a photocopy of a Plan of Survey prepared by Kenneth Murray, O.L.S. and dated the 16th day of June, 1992, which is a survey of the subject lands and which survey accurately depicts the subject lands.
4. THAT to the best of my knowledge, there is no dispute as to the boundaries of the said lands.
5. THAT since on or about the 2nd day of April, 1992, the Vendor Corporation and any other person or persons shown by the abstract of title to be a registered owner thereof, either by it or by its tenants has, to the best of my knowledge and belief, been in the actual, peaceable, continuous, exclusive, open, undisturbed and undisputed possession of the lands.
6. THAT there is nothing in the articles, by-laws or any unanimous shareholder agreement of or relating to the Vendor Corporation which would prohibit the Vendor Corporation from completing the transaction or which would limit or restrict its power to do so.
7. THAT the Director, Directors, Officer or Officers who are authorized to sign all documents or do all things necessary on behalf of the Vendor Corporation in relation to the said transaction are as follows:

ROBIN HAMILTON FYFE
WILLIAM METZ.

AND I make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED BEFORE ME at the City)
of Ottawa, in the Province of)
Ontario, this 23rd day of)
September, A.D. 1992.)
)
A Commissioner, etc.)


ROBIN HAMILTON FYFE

THIS AGREEMENT made this day of September, 1992.

BETWEEN:

: ROBIN HAMILTON FYFE
 (hereinafter called "Fyfe")

OF THE FIRST PART

AND:

ROBIN HAMILTON FYFE
(hereinafter called "Fyfe")

OF THE SECOND PART

WHEREAS:

- (a) Fyfe is the owner of the lands and premises described in Schedule "A" hereto attached.
- (b) Fyfe has erected on the lands described in Schedule "A" fourteen (14) residential units;
- (c) Pursuant to a decision of the Committee of Adjustment granted the 19th day of December, 1991 consents were granted for the severance of the above-noted units;
- (d) Fyfe intends, in due course, to sell all the units;
- (e) The fourteen (14) residential units erected on the lands described in Schedule "A" enjoy certain elements in common, more particularly hereinafter set forth;
- (f) The parties hereto have agreed to enter into this agreement for the purposes of defining and establishing the rights and obligations with respect to the use, operation, management, supervision, maintenance, repair and the replacement by the owners, mortgagees and tenants from time to time respectively of the fourteen (14) residential units erected on the lands described in Schedule "A" with respect to the said elements in common.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto now agree as follows:

1. In this agreement, unless the context otherwise requires, the word "Part" when followed by a number, shall apply to and mean the lands described by that number on a reference plan registered in the Land Registry Office for the Registry Division of Ottawa-Carleton No. 4 as 4R-_____ and the building erected thereon. This agreement applies to all parts on the said reference plan.

2. The parties do hereby acknowledge and agree that the following elements in common, use and ownership ("common elements") now existing as hereinbelow set forth, are and shall hereinafter be for the joint and mutual use and benefit in common of the respective owners from time to time of Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 who all share common elements as appurtenant to their ownership, and of whose parts referred to in certain

subparagraphs below who share limited common elements, namely:

- (a) Common party walls dividing Parts 8 and 11, 8 and 7, 7 and 14, 7 and 6, 11 and 14, 14 and 15, 6 and 5, 6 and 15, 15 and 16, 5 and 16, 5 and 4, 16 and 17, 4 and 17, 4 and 3, 17 and 18, 3 and 18, 3 and 2, 3 and 18, 18 and 19, 2 and 19;
- (b) Common structural elements such as roof and foundation;
- (c) Driveway and landscaped areas described as Parts 1 and 20;
- (d) A right of passage for pedestrians and passenger vehicles over Parts 1 and 20;
- (e) The right to install, maintain and repair water, sewer and other utility services over and under Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20.

3. The common elements shall exist in perpetuity except to the extent that the owners from time to time enjoying the common elements shall otherwise unanimously agree in writing.

4. The obligation to maintain and keep in good condition and repair the common elements shall rest with and be shared equally by the owners from time to time of those parts who share the common elements. In addition and without limitation such maintenance and repair shall include renewal and replacement of any common element in any case where a prudent owner would deem same to be necessary for the preservation and proper enjoyment of the property.

5. The management and supervision of maintenance and repair of the common elements shall remain with Fyfe until such time as all the units are sold. In computing the cost of such maintenance and repair Fyfe shall be entitled to charge at the going rate labour furnished or materials supplied by him and reasonable administration costs.

6. When all the units have been sold by Fyfe the management and supervision of maintenance and repair of the common elements referred to in paragraph 2 shall be exercised by the owners who share same if the owners so sharing mutually agree in writing. If any work is required to be done to maintain, keep or repair the common elements referred to in paragraph 2 it is agreed between the parties hereto that prior to any such work being undertaken approval as to its cost shall be obtained from the owners affected by the work provided, however, that in the case of an emergency any one of the owners shall be at liberty to carry out the work required to be done or shall be entitled to exercise such easements and rights-of-way which are reasonably necessary for the purpose of doing the necessary work and may enter in or upon the property which is to be effected by such work and the owners of the remaining property shall indemnify the owner which causes such work to be performed to the extent of their proper share of such work, the intention being that the cost of such work shall be borne equally and amongst the owners with respect to the work done on such Parts.

7. It is the intention of the parties hereto that each Part which is subject to common elements shall harmonize with the other Parts sharing the common elements and, no party shall in any way alter the visual appearance of the premises except with the consent of the other unit owners.

8. The parties and the owners from time to time sharing the common elements shall at no time do or commit any act of omission or commission which shall constitute a breach of statutory conditions applicable to the fire insurance covering

the property of which he is the owner of and which would void such fire insurance coverage or, except with the consent of the insurer, increase the risk.

9. Save and otherwise herein provided for by this agreement no owner shall in any way alter, repair, demolish, renew or replace any common elements or alter the slope of the lands described in Schedule "A" hereto, nor interfere with any drains established on the said lands.

10. Any owner who pursuant to the provisions of this agreement, is required or entitled to exercise supervision and management of the maintenance and repair of the common elements may exercise in relation thereto such easements and rights of access to the property of the owners as are reasonably necessary for the purpose of carrying out such maintenance and repair and to this end the other owner does hereby grant to the owner exercising such management and supervision his and their servants and agents, including any municipal authority, such easements and rights of access as may be necessary.

11. In the event of fire or other casualty causing damage or destruction to property subject to the common elements such damage or destruction shall be repaired as expeditiously as possible following the happening thereof in a good and workmanlike manner with materials of standard quality and in accordance with all applicable by-laws, and for this purpose the parties and owners from time to time of the property so damaged or destroyed shall execute and deliver all necessary proofs of loss, and except to the extent that any mortgagee having an interest in fire insurance proceeds may otherwise require or to the extent that the owners affected by such damage or destruction may mutually agree in writing, all cheques representing insurance proceeds shall be endorsed and released by them and such proceeds of insurance shall be applied at the cost of such repair in accordance with the progress of repair or reconstruction.

12. All differences or disputes which arise between the parties or any owners from time to time in relation to the interpretation of the agreement or to any act or omission of any party to the dispute or in relation to any other matter whatsoever touching the terms and conditions of this agreement shall be referred to a single arbitrator to be agreed upon by the parties to the dispute and, in default of agreement, to a single arbitrator appointed by the court under the provisions of the Arbitration Act, R.S.O. 1980 c. 25. Upon such irreconcilable differences or dispute arising either party may give notice as provided for herein of same to the other. Upon any such notice being given, the parties shall, within five days thereafter, agree upon an arbitrator. In the absence of agreement within the said five day period any party may have recourse to the provisions of Section 8 of the Arbitration Act, R.S.O. 1980 c. 25. The award or determination which shall be made by such arbitrator shall be final and binding upon the parties hereto, their heirs, executors, administrators, successors and assigns as the case may be, and there shall be no appeal from such award or determination.

13. The parties hereto and the owners from time to time of the property subject to the obligations are entitled to the benefits of this agreement only during the period during which they are the owners and thereafter the obligations and benefits under this agreement shall apply to their successors in title. To this end, the parties and the owners covenant and agree to exact a covenant from each successor in title to include in the conveyance and from each lessee to include in such lease a specific acknowledgement and a covenant of such successor in title and lessee as the case may be, to be bound by and comply with all the provisions of this agreement. Provided, however, that the termination of either the benefits or obligations of

SCHEDULE "A"

Part of Lot 8, Junction Gore, formerly Township of Gloucester, now City of Ottawa, Regional Municipality of Ottawa-Carleton designated as Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 on Plan 4R-_____.