

**DECLARATION  
OF  
CO-OWNERSHIP**

**MANOIR IV ENR.**

**720, BOULEVARD MONTPELLIER**

**VILLE ST-LAURENT, (QC)**

**H4L 5B5**

**TELEPHONE: 514-747-5019**

**\$15.00**

T R A N S L A T I O N

No. 12,121

IN THE YEAR NINETEEN HUNDRED AND EIGHTY-ONE, on the first day of May.

BEFORE Me GERMAIN LEDUC, Notary at Saint-Laurent, in the Province of Quebec.

APPEARED:

MANOIR MONTPELLIER LTD., a corporation legally constituted, having its Head Office and principal place of business at 235 Côte Vertu Road in the City of Saint-Laurent

Hereinacting and represented by its President, ISIDORE LANGENAUER, duly authorized to these presents in virtue of a resolution of the Board of Directors of said Company, passed at a meeting held on the tenth - - day of April, Nineteen Hundred and Eighty-One, - - a certified copy whereof remaining hereunto annexed after having been acknowledged as true and signed NE VARIETUR by the said representative with and in the presence of the undersigned Notary.

Hereinafter called: " THE DECLARANT "

WHO hereby declares as follows:

- A) The Declarant is the owner of original lot number TWO THOUSAND SIX HUNDRED AND SIXTY-EIGHT (2668) on the Official Plans and Book of Reference of the Parish of St. Laurent, fronting on Montpellier Boulevard in the City of Saint-Laurent.
- B) The Declarant has acquired said lot before its re-division, which said lot was then known as parts of lots numbers THREE HUNDRED AND SIXTY-SIX and THREE HUNDRED AND SIXTY-SEVEN (Pts. 366 and 367) on said Cadastre, by Deed registered at Montreal under the



number 3121255.

- C) The Declarant has erected on said lot a building for residential destination, comprising one hundred and eight four (184) residential units and a store or a commercial unit.
  - D) This building bears civic number 720 Montpellier Boulevard in the City of Saint-Laurent.
  - E) The building being the subject of these presents, has, up to this date, never been occupied by lessees or any other occupants whatsoever.
  - F) The Declarant intends, by the present Declaration of Co-ownership, to divide the said building in co-ownership, to divide the said building in co-ownership in conformity with Articles 441b and followings of the Civil Code of the Province of Quebec, in order that the said building be governed by the said Articles and by the dispositions of the present Declaration of Co-ownership.
- |
- G) For the purpose of the present Declaration of Co-ownership, the Declarant had a subdivision prepared of said original lot number 2668, in conformity with the Plans and Book of Reference duly filed at the Registry Office, division of Montreal, in order to form the lots of the subdivision hereinafter mentioned in Chapter II.

H) For the purpose of comprehension, the acquisition of a fraction of said building by an eventual co-owner, comprises an exclusive portion, a share (quote-part) of the common portions \_\_\_\_\_ and the exclusive enjoyment of certain common portions, the whole subject to the provisions of the Law, of the present Declaration of Co-ownership, of the rules and regulations which might be adopted, and to the dispositions of the Deed of Acquisition.

WHEREFORE, THE DECLARANT COVENANTS AND AGREES AS FOLLOWS:

CHAPTER I - CONSTITUTION OF CO-OWNERSHIP.

1.1 The Declarant hereby constitutes the immoveable property as more fully herein set forth as a project of co-ownership, in conformity with the provisions of Articles 441b and followings of the Civil Code of the Province of Quebec, and in accordance with the provisions of the present declaration, which said immoveable property comprises 184 units for residential destination, and a store or a commercial unit.

1.2 Notwithstanding Articles 536 and 537 of the Civil Code of the Province of Quebec, no balcony, window, door, galery, stairs, opening or projection whatsoever in the said buildings, having direct or indirect view, shall be considered as illegal.

1.3 The rights and obligations of the co-owners granted or imposed by these presents or by the Law, shall not be modified by the normal subsiding or the

normal displacement of the structure of the immoveable property.

CHAPTER II - DESCRIPTION.

2.1 EXCLUSIVE PORTION - RESIDENTIAL UNITS.

2.1.1 Description - The exclusive portions used as dwellings are known and described as follows:

Lots numbers ONE HUNDRED AND ONE, ONE HUNDRED AND TWO, ONE HUNDRED AND THREE, ONE HUNDRED AND FIVE, TWO HUNDRED AND ONE, TWO HUNDRED AND TWO, TWO HUNDRED AND THREE, TWO HUNDRED AND FOUR, TWO HUNDRED AND FIVE, TWO HUNDRED AND SIX, TWO HUNDRED AND SEVEN, TWO HUNDRED AND EIGHT, TWO HUNDRED AND NINE, TWO HUNDRED AND TEN, TWO HUNDRED AND ELEVEN, TWO HUNDRED AND TWELVE, THREE HUNDRED AND ONE, THREE HUNDRED AND TWO, THREE HUNDRED AND THREE, THREE HUNDRED AND FOUR, THREE HUNDRED AND FIVE, THREE HUNDRED AND SIX, THREE HUNDRED AND SEVEN, THREE HUNDRED AND EIGHT, THREE HUNDRED AND NINE, THREE HUNDRED AND TEN, THREE HUNDRED AND ELEVEN, THREE HUNDRED AND TWELVE, FOUR HUNDRED AND ONE, FOUR HUNDRED AND TWO, FOUR HUNDRED AND THREE, FOUR HUNDRED AND FOUR, FOUR HUNDRED AND FIVE, FOUR HUNDRED AND SIX, FOUR HUNDRED AND SEVEN, FOUR HUNDRED AND EIGHT, FOUR HUNDRED AND NINE, FOUR HUNDRED AND TEN, FOUR HUNDRED AND ELEVEN, FOUR HUNDRED AND TWELVE, FIVE HUNDRED AND ONE, FIVE HUNDRED AND TWO, FIVE HUNDRED AND THREE, FIVE HUNDRED AND FOUR, FIVE HUNDRED AND FIVE, FIVE HUNDRED AND SIX, FIVE HUNDRED AND SEVEN, FIVE HUNDRED AND EIGHT, FIVE


HUNDRED AND NINE, FIVE HUNDRED AND TEN, FIVE HUNDRED AND ELEVEN, FIVE HUNDRED AND TWELVE, SIX HUNDRED AND ONE, SIX HUNDRED AND TWO, SIX HUNDRED AND THREE, SIX HUNDRED AND FOUR, SIX HUNDRED AND FIVE, SIX HUNDRED AND SIX, SIX HUNDRED AND SEVEN, SIX HUNDRED AND EIGHT, SIX HUNDRED AND NINE, SIX HUNDRED AND TEN, SIX HUNDRED AND ELEVEN, SIX HUNDRED AND TWELVE, SEVEN HUNDRED AND ONE, SEVEN HUNDRED AND TWO, SEVEN HUNDRED AND THREE, SEVEN HUNDRED AND FOUR, SEVEN HUNDRED AND FIVE, SEVEN HUNDRED AND SIX, SEVEN HUNDRED AND SEVEN, SEVEN HUNDRED AND EIGHT, SEVEN HUNDRED AND NINE, SEVEN HUNDRED AND TEN, SEVEN HUNDRED AND ELEVEN, SEVEN HUNDRED AND TWELVE, EIGHT HUNDRED AND ONE, EIGHT HUNDRED AND TWO, EIGHT HUNDRED AND THREE, EIGHT HUNDRED AND FOUR, EIGHT HUNDRED AND FIVE, EIGHT HUNDRED AND SIX, EIGHT HUNDRED AND SEVEN, EIGHT HUNDRED AND EIGHT, EIGHT HUNDRED AND NINE, EIGHT HUNDRED AND TEN, EIGHT HUNDRED AND ELEVEN, EIGHT HUNDRED AND TWELVE, NINE HUNDRED AND ONE, NINE HUNDRED AND TWO, NINE HUNDRED AND THREE, NINE HUNDRED AND FOUR, NINE HUNDRED AND FIVE, NINE HUNDRED AND SIX, NINE HUNDRED AND SEVEN, NINE HUNDRED AND EIGHT, NINE HUNDRED AND NINE, NINE HUNDRED AND TEN, NINE HUNDRED AND ELEVEN, NINE HUNDRED AND TWELVE, ONE THOUSAND AND ONE, ONE THOUSAND AND TWO, ONE THOUSAND AND THREE, ONE THOUSAND AND FOUR, ONE THOUSAND AND FIVE, ONE THOUSAND AND SIX, ONE THOUSAND AND SEVEN, ONE THOUSAND AND EIGHT, ONE

THOUSAND AND NINE, ONE THOUSAND AND TEN, ONE THOU-  
SAND AND ELEVEN, ONE THOUSAND AND TWELVE, ONE  
THOUSAND ONE HUNDRED AND ONE, ONE THOUSAND ONE  
HUNDRED AND TWO, ONE THOUSAND ONE HUNDRED AND THREE  
ONE THOUSAND ONE HUNDRED AND FOUR, ONE THOUSAND  
ONE HUNDRED AND FIVE, ONE THOUSAND ONE HUNDRED AND  
SIX, ONE THOUSAND ONE HUNDRED AND SEVEN, ONE THOU-  
SAND ONE HUNDRED AND EIGHT, ONE THOUSAND ONE HUN-  
DRED AND NINE, ONE THOUSAND ONE HUNDRED AND TEN,  
ONE THOUSAND ONE HUNDRED AND ELEVEN, ONE THOUSAND  
ONE HUNDRED AND TWELVE, ONE THOUSAND TWO HUNDRED  
AND ONE, ONE THOUSAND TWO HUNDRED AND TWO, ONE  
THOUSAND TWO HUNDRED AND THREE, ONE THOUSAND TWO  
HUNDRED AND FOUR, ONE THOUSAND TWO HUNDRED AND  
FIVE, ONE THOUSAND TWO HUNDRED AND SIX, ONE THOU-  
SAND TWO HUNDRED AND SEVEN, ONE THOUSAND TWO  
HUNDRED AND EIGHT, ONE THOUSAND TWO HUNDRED AND  
NINE, ONE THOUSAND TWO HUNDRED AND TEN, ONE THOU-  
SAND TWO HUNDRED AND ELEVEN, ONE THOUSAND TWO  
HUNDRED AND TWELVE, ONE THOUSAND FOUR HUNDRED AND  
ONE, ONE THOUSAND FOUR HUNDRED AND TWO, ONE THOU-  
SAND FOUR HUNDRED AND THREE, ONE THOUSAND FOUR  
HUNDRED AND FOUR, ONE THOUSAND FOUR HUNDRED AND  
FIVE, ONE THOUSAND FOUR HUNDRED AND SIX, ONE THOU-  
SAND FOUR HUNDRED AND SEVEN, ONE THOUSAND FOUR  
HUNDRED AND EIGHT, ONE THOUSAND FOUR HUNDRED AND  
NINE, ONE THOUSAND FOUR HUNDRED AND TEN, ONE  
THOUSAND FOUR HUNDRED AND ELEVEN, ONE THOUSAND  
FOUR HUNDRED AND TWELVE, ONE THOUSAND FIVE HUNDRED

AND ONE, ONE THOUSAND FIVE HUNDRED AND TWO, ONE THOUSAND FIVE HUNDRED AND THREE, ONE THOUSAND FIVE HUNDRED AND FOUR, ONE THOUSAND FIVE HUNDRED AND FIVE, ONE THOUSAND FIVE HUNDRED AND SIX, ONE THOUSAND FIVE HUNDRED AND SEVEN, ONE THOUSAND FIVE HUNDRED AND EIGHT, ONE THOUSAND FIVE HUNDRED AND NINE, ONE THOUSAND FIVE HUNDRED AND TEN, ONE THOUSAND FIVE HUNDRED AND ELEVEN, ONE THOUSAND FIVE HUNDRED AND TWELVE, ONE THOUSAND SIX HUNDRED AND ONE, ONE THOUSAND SIX HUNDRED AND TWO, ONE THOUSAND SIX HUNDRED AND THREE, ONE THOUSAND SIX HUNDRED AND FOUR, ONE THOUSAND SIX HUNDRED AND FIVE, ONE THOUSAND SIX HUNDRED AND SIX, ONE THOUSAND SIX HUNDRED AND SEVEN, ONE THOUSAND SIX HUNDRED AND EIGHT, ONE THOUSAND SIX HUNDRED AND NINE, ONE THOUSAND SIX HUNDRED AND TEN, ONE THOUSAND SIX HUNDRED AND ELEVEN, ONE THOUSAND SIX HUNDRED AND TWELVE, ONE THOUSAND SEVEN HUNDRED AND ONE, ONE THOUSAND SEVEN HUNDRED AND TWO, ONE THOUSAND SEVEN HUNDRED AND THREE, ONE THOUSAND SEVEN HUNDRED AND FOUR, ONE THOUSAND SEVEN HUNDRED AND FIVE, ONE THOUSAND SEVEN HUNDRED AND SIX, ONE THOUSAND SEVEN HUNDRED AND SEVEN, ONE THOUSAND SEVEN HUNDRED AND EIGHT, ONE THOUSAND SEVEN HUNDRED AND NINE, ONE THOUSAND SEVEN HUNDRED AND TEN, ONE THOUSAND SEVEN HUNDRED AND ELEVEN, ONE THOUSAND SEVEN HUNDRED AND TWELVE of the subdivision of original lot number TWO THOUSAND SIX HUNDRED AND SIXTY-EIGHT (2668-101, 102, 103, 105, 201, 202,

203, 204, 205, 206, 207, 208, 209, 210, 211, 212,  
301, 302, 303, 304, 305, 306, 307, 308, 309, 310,  
311, 312, 401, 402, 403, 404, 405, 406, 407, 408,  
409, 410, 411, 412, 501, 502, 503, 504, 505, 506,  
507, 508, 509, 510, 511, 512, 601, 602, 603, 604,  
605, 606, 607, 608, 609, 610, 611, 612, 701, 702,  
703, 704, 705, 706, 707, 708, 709, 710, 711, 712,  
801, 802, 803, 804, 805, 806, 807, 808, 809, 810,  
811, 812, 901, 902, 903, 904, 905, 906, 907, 908,  
909, 910, 911, 912, 1001, 1002, 1003, 1004, 1005,  
1006, 1007, 1008, 1009, 1010, 1011, 1012, 1101,  
1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109,  
1110, 1111, 1112, 1201, 1202, 1203, 1204, 1205,  
1206, 1207, 1208, 1209, 1210, 1211, 1212, 1401,  
1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409,  
1410, 1411, 1412, 1501, 1502, 1503, 1504, 1505,  
1506, 1507, 1508, 1509, 1510, 1511, 1512, 1601,  
1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609,  
1610, 1611, 1612, 1701, 1702, 1703, 1704, 1705,  
1706, 1707, 1708, 1709, 1710, 1711 and 1712)

on the cadastre of the Parish of Saint-Laurent;  
each of said lots forming an exclusive portion.





2.2. EXCLUSIVE PORTION - STORE OR COMMERCIAL UNIT

2.2.1 Description - The exclusive portion used as a store or as a commercial unit is known and designated as being Lot number ONE HUNDRED AND FOUR of the subdivision of original Lot number TWO THOUSAND SIX HUNDRED AND SIXTY-EIGHT (2668-104) on the Official Plan and Book of Reference of the Parish of St. Laurent.

2.3 BOUNDARIES - Each of the exclusive portions, as hereinabove set forth in Sections 2.1.1 and 2.2.1 is bounded as follows:

2.3.1 Vertically - By the surface covered with plasterboard or with any other revetment whatsoever covering the walls, constituting the perimeter or limits of the exclusive portion, the studs being common portions, the plasterboard or any revetment whatsoever being an exclusive portion, the boundaries are constituted by the interior surface of windows and doors. In the case of a wall without framing nor plasterboard or any revetment whatsoever, the vertical boundaries are then constituted by the surface of the concrete wall or of the concrete blocks covered directly with the revetment; this revetment being an exclusive portion.

2.3.2 Horizontally - By the upper surface of the concrete floor of the exclusive portion and by the

lower surface of the concrete ceiling of the exclusive portion.

2.4 DEFINITION AND COMPOSITION OF THE EXCLUSIVE PORTIONS:

Exclusive portions are all the portions which are not common, and comprise in addition, the locals and spaces hereinabove mentioned and described at 2.1 and 2.2, all the accessories attached or built-in in these locals, such as:

Tiles, parquets, revetment tiles and, in general, all revetments of walls, ceilings and floors; interior partitions with their doors; all built-in furniture; all pipes, wires, cables and other conduits whatsoever, for the exclusive use of the exclusive portions and hereinafter specifically defined at 9.5; all electric appliances, mechanic and plumbing located inside the boundaries of exclusive portions and integrated to the latter. And, briefly, all that which is included within the boundaries of each of the exclusive portions, the present enumeration being simply as an example but not as a restriction.

2.5 COMMON PORTIONS

2.5.1. Technical description -

The common portions are known and designated as follows:

- a) Lot number ONE of the subdivision of original Lot number TWO THOUSAND SIX HUNDRED AND SIXTY-EIGHT (2668-104)-- on the Cadastre of the Parish of St. Laurent, being the whole of common portions of the building, as established by the Law, on the

Official Plans and Book of Reference of said building and by the present Declaration of Co-ownership; without, however, limiting the present enumeration, the land, the foundation and the air; and briefly all which surrounds the building, either the land and all which is above and under the land.

- b) Lot number TWO of the subdivision of original lot number TWO THOUSAND SIX HUNDRED AND SIXTY-EIGHT --- (2668-2) on the Cadastre of the Parish of St. Laurent, being the whole of the common portions of the building, as established by the Law, on the Official Plans and Book of Reference of said building, by the plans of the Architects and by the present Declaration; briefly all the parts of the building which are not exclusive portions.

SUBJECT to the Cartierville Airport Zoning Regulations as established by Deeds registered at Montreal under the numbers 1674804 and 2822590.

SUBJECT to a servitude for the installation and the maintenance of transmission lines in favour of Hydro-Québec and The Bell Telephone Company of Canada according to a Deed which shall be registered shortly.

2.5.2 DEFINITION AND COMPOSITION OF THE COMMON PORTIONS:

The common portions are all the portions which are not exclusive and include in particular: the whole of the land, comprising the land of the built-up portions, yards and gardens, all the structural

components and, without limiting the present enumeration in any way, the foundations, concrete slabs of the floors and of the roof, columns, beams, girders, main walls, roofs, entrances, corridors, lobbies, stairs and stairways, building entrances and exits, party walls between the exclusive portions, the built-up basements; green spaces, open spaces, yards, gardens, sidewalks, access ways and exits; service installations such as electricity, water, heating, aeration or ventilation, storage, garbage disposal; all water and sewer installations; all piping, conduits, wires, cables and other conduits whatsoever of the said installations, except, however, the parts of these piping, wires, cables and conduits which are for the exclusive use of the exclusive portions and are hereinafter particularly defined at 9.5; elevators, elevator shafts, tanks, pumps, motors, fans; windows, stairways and outside stair landings, balconies, doors to go outside of the exclusive portions, including the doors of balconies;                      all fences or dividing partitions; garage spaces storage spaces, outside parking spaces; common locals such as: common halls, swimming pool, saunas, whirlpools, showers for the swimming pool and sauna baths, janitor's apartment, mailbox area, laundry rooms, hallways, office spaces, outdoor terraces or patios, recreation halls, reception rooms, garbage rooms, storage rooms, physical exercising rooms, electric and mechanic installations rooms; all moveable effects for common use; all other equipments, services and properties whatsoever

which might be added in the future for common use; the air volume surrounding the building and the whole basement, and all the built-up portions which are not exclusive portions. The preceding enumeration is purely an example and not a restriction.

CHAPTER III - SHARES (QUOTES-PARTS) OF THE UNDIVIDED  
CO-OWNERSHIP OF THE COMMON PORTIONS, AND CONTRIBUTION  
TO COMMON EXPENDITURES.

Each owner of one exclusive portion is also the undivided co-owner of common portions in the proportion or percentage established at Chapter V of these presents, and he is bound to contribute to the charges inherent to co-ownership, and more particularly to the costs of conservation, maintenance, administration and of replacement of common portions as well as expenditures resulting from common services, the whole in the proportion or percentage established in the Table contained in Chapter V of these presents.

CHAPTER IV - VOTING.

Each co-owner, at any meeting of the co-owners, has the right to the number of votes established at the Table contained in Chapter V of these presents.

CHAPTER V - TABLE OF VOTES, SHARE (QUOTE-PART) OF  
COMMON PORTIONS AND CONTRIBUTION.

<u>EXCLUSIVE PORTION NUMBER</u>	<u>SHARE (QUOTE- PART) OF COM- MON PORTIONS</u>	<u>PERCENTAGE OF CONTRIBUTION TO COMMON CHARGES</u>	<u>NUMBER OF VOTES</u>
2668-101	.6200%	.6200%	62
2668-102	.6200%	.6200%	62
2668-103	.4487%	.4487%	44
2668-104	.4900%	.4900%	49
2668-105	.4487%	.4487%	44
2668-201	.6200%	.6200%	62
2668-202	.6200%	.6200%	62
2668-203	.4487%	.4487%	44
2668-204	.4487%	.4487%	44
2668-205	.5544%	.5544%	55
2668-206	.5544%	.5544%	55
2668-207	.5544%	.5544%	55
2668-208	.5544%	.5544%	55
2668-209	.4487%	.4487%	44
2668-210	.4487%	.4487%	44
2668-211	.6200%	.6200%	62
2668-212	.6200%	.6200%	62
2668-301	.6200%	.6200%	62
2668-302	.6200%	.6200%	62
2668-303	.4487%	.4487%	44
2668-304	.4487%	.4487%	44
2668-305	.5544%	.5544%	55
2668-306	.5544%	.5544%	55
2668-307	.5544%	.5544%	55
2668-308	.5544%	.5544%	55

<u>EXCLUSIVE PORTION NUMBER</u>	<u>SHARE (QUOTE- PART) OF COM- MON PORTIONS</u>	<u>PERCENTAGE OF CONTRIBUTION TO COMMON CHARGES</u>	<u>NUMBER OF VOTES</u>
2668-309	.4487%	.4487%	44
2668-310	.4487%	.4487%	44
2668-311	.6200%	.6200%	62
2668-312	.6200%	.6200%	62
2668-401	.6200%	.6200%	62
2668-402	.6200%	.6200%	62
2668-403	.4487%	.4487%	44
2668-404	.4487%	.4487%	44
2668-405	.5544%	.5544%	55
2668-406	.5544%	.5544%	55
2668-407	.5544%	.5544%	55
2668-408	.5544%	.5544%	55
2668-409	.4487%	.4487%	44
2668-410	.4487%	.4487%	44
2668-411	.6200%	.6200%	62
2668-412	.6200%	.6200%	62
2668-501	.6200%	.6200%	62
2668-502	.6200%	.6200%	62
2668-503	.4487%	.4487%	44
2668-504	.4487%	.4487%	44
2668-505	.5544%	.5544%	55
2668-506	.5544%	.5544%	55
2668-507	.5544%	.5544%	55
2668-508	.5544%	.5544%	55
2668-509	.4487%	.4487%	44
2668-510	.4487%	.4487%	44
2668-511	.6200%	.6200%	62

<u>EXCLUSIVE PORTION NUMBER</u>	<u>SHARE (QUOTE-- PART) OF COM- MON PORTIONS</u>	<u>PERCENTAGE OF CONTRIBUTION TO COMMON CHARGES</u>	<u>NUMBER OF VOTES</u>
2668-512	.6200%	.6200%	62
2668-601	.6200%	.6200%	62
2668-602	.6200%	.6200%	62
2668-603	.4487%	.4487%	44
2668-604	.4487%	.4487%	44
2668-605	.5544%	.5544%	55
2668-606	.5544%	.5544%	55
2668-607	.5544%	.5544%	55
2668-608	.5544%	.5544%	55
2668-609	.4487%	.4487%	44
2668-610	.4487%	.4487%	44
2668-611	.6200%	.6200%	62
2668-612	.6200%	.6200%	62
2668-701	.6200%	.6200%	62
2668-702	.6200%	.6200%	62
2668-703	.4487%	.4487%	44
2668-704	.4487%	.4487%	44
2668-705	.5544%	.5544%	55
2668-706	.5544%	.5544%	55
2668-707	.5544%	.5544%	55
2668-708	.5544%	.5544%	55
2668-709	.4487%	.4487%	44
2668-710	.4487%	.4487%	44
2668-711	.6200%	.6200%	62
2668-712	.6200%	.6200%	62
2668-801	.6200%	.6200%	62
2668-802	.6200%	.6200%	62

<u>EXCLUSIVE PORTION NUMBER</u>	<u>SHARE (QUOTE- PART) OF COM- MON PORTIONS</u>	<u>PERCENTAGE OF CONTRIBUTION TO COMMON CHARGES</u>	<u>NUMBER OF VOTES</u>
2668-803	.4487%	.4487%	44
2668-804	.4487%	.4487%	44
2668-805	.5544%	.5544%	55
2668-806	.5544%	.5544%	55
2668-807	.5544%	.5544%	55
2668-808	.5544%	.5544%	55
2668-809	.4487%	.4487%	44
2668-810	.4487%	.4487%	44
2668-811	.6200%	.6200%	62
2668-812	.6200%	.6200%	62
2668-901	.6200%	.6200%	62
2668-902	.6200%	.6200%	62
2668-903	.4487%	.4487%	44
2668-904	.4487%	.4487%	44
2668-905	.5544%	.5544%	55
2668-906	.5544%	.5544%	55
2668-907	.5544%	.5544%	55
2668-908	.5544%	.5544%	55
2668-909	.4487%	.4487%	44
2668-910	.4487%	.4487%	44
2668-911	.6200%	.6200%	62
2668-912	.6200%	.6200%	62
2668-1001	.6200%	.6200%	62
2668-1002	.6200%	.6200%	62
2668-1003	.4487%	.4487%	44
2668-1004	.4487%	.4487%	44
2668-1005	.5544%	.5544%	55

<u>EXCLUSIVE PORTION NUMBER</u>	<u>SHARE (QUOTE- PART) OF COM- MON PORTIONS</u>	<u>PERCENTAGE OF CONTRIBUTION TO COMMON CHARGES</u>	<u>NUMBER OF VOTES</u>
2668-1006	.5544%	.5544%	55
2668-1007	.5544%	.5544%	55
2668-1008	.5544%	.5544%	55
2668-1009	.4487%	.4487%	44
2668-1010	.4487%	.4487%	44
2668-1011	.6200%	.6200%	62
2668-1012	.6200%	.6200%	62
2668-1101	.6200%	.6200%	62
2668-1102	.6200%	.6200%	62
2668-1103	.4487%	.4487%	44
2668-1104	.4487%	.4487%	44
2668-1105	.5544%	.5544%	55
2668-1106	.5544%	.5544%	55
2668-1107	.5544%	.5544%	55
2668-1108	.5544%	.5544%	55
2668-1109	.4487%	.4487%	44
2668-1110	.4487%	.4487%	44
2668-1111	.6200%	.6200%	62
2668-1112	.6200%	.6200%	62
2668-1201	.6200%	.6200%	62
2668-1202	.6200%	.6200%	62
2668-1203	.4487%	.4487%	44
2668-1204	.4487%	.4487%	44
2668-1205	.5544%	.5544%	55
2668-1206	.5544%	.5544%	55
2668-1207	.5544%	.5544%	55
2668-1208	.5544%	.5544%	55

<u>EXCLUSIVE PORTION NUMBER</u>	<u>SHARE (QUOTE- PART) OF COM- MON PORTIONS</u>	<u>PERCENTAGE OF CONTRIBUTION TO COMMON CHARGES</u>	<u>NUMBER OF VOTES</u>
2668-1209	.4487%	.4487%	44
2668-1210	.4487%	.4487%	44
2668-1211	.6200%	.6200%	62
2668-1212	.6200%	.6200%	62
2668-1401	.6200%	.6200%	62
2668-1402	.6200%	.6200%	62
2668-1403	.4487%	.4487%	44
2668-1404	.4487%	.4487%	44
2668-1405	.5544%	.5544%	55
2668-1406	.5544%	.5544%	55
2668-1407	.5544%	.5544%	55
2668-1408	.5544%	.5544%	55
2668-1409	.4487%	.4487%	44
2668-1410	.4487%	.4487%	44
2668-1411	.6200%	.6200%	62
2668-1412	.6200%	.6200%	62
2668-1501	.6200%	.6200%	62
2668-1502	.6200%	.6200%	62
2668-1503	.4487%	.4487%	44
2668-1504	.4487%	.4487%	44
2668-1505	.5544%	.5544%	55
2668-1506	.5544%	.5544%	55
2668-1507	.5544%	.5544%	55
2668-1508	.5544%	.5544%	55
2668-1509	.4487%	.4487%	44
2668-1510	.4487%	.4487%	44
2668-1511	.6200%	.6200%	62

<u>EXCLUSIVE PORTION NUMBER</u>	<u>SHARE (QUOTE- PART) OF COM- MON PORTIONS</u>	<u>PERCENTAGE OF CONTRIBUTION TO COMMON CHARGES</u>	<u>NUMBER OF VOTI</u>
2668-1512	.6200%	.6200%	62
2668-1601	.6200%	.6200%	62
2668-1602	.6200%	.6200%	62
2668-1603	.4487%	.4487%	44
2668-1604	.4487%	.4487%	44
2668-1605	.5544%	.5544%	55
2668-1606	.5544%	.5544%	55
2668-1607	.5544%	.5544%	55
2668-1608	.5544%	.5544%	55
2668-1609	.4487%	.4487%	44
2668-1610	.4487%	.4487%	44
2668-1611	.6200%	.6200%	62
2668-1612	.6200%	.6200%	62
2668-1701	.6200%	.6200%	62
2668-1702	.6200%	.6200%	62
2668-1703	.4487%	.4487%	44
2668-1704	.4487%	.4487%	44
2668-1705	.5544%	.5544%	55
2668-1706	.5544%	.5544%	55
2668-1707	.5544%	.5544%	55
2668-1708	.5544%	.5544%	55
2668-1709	.4487%	.4487%	44
2668-1710	.4487%	.4487%	44
2668-1711	.6200%	.6200%	62
2668-1712	.6200%	.6200%	62

CHAPTER VI - USE OF THE COMMON PORTIONS.

6.1 Subject to the provisions of the law, of the present Declaration and of any other regulation adopted by the administrators or by the co-owners, each owner of a fraction is entitled to the full use and enjoyment of the common portions in accordance with their assignment, the whole without causing any prejudice to the rights of the other co-owners, and except any stipulation contrary to these presents.

6.1.1. The sidewalks, corridors, passages, entrances and exits must not be blocked nor used for other purposes than the ingress to and the egress from the exclusive portions.

6.1.2. The corridors, passages, stairways, entrances, exits, lobbies and other common portions assigned for traffic must be used according to their assignment and must not be clogged by bicycles, prams, parcels or any other objects.

6.1.3. No automobile may circulate or be parked on any part of the common portions except entrances, exits, parking spaces assigned for such use and for garage spaces.

- 6.1.4. The automobiles, snowmobiles, trailers, motor-cycles, boats and any other vehicle whatsoever, may not be repaired on or within the common portions except for the right of a co-owner to effect these repairs on the garage space of which he has the exclusive use.
- 6.1.5. Any automobile which is not used every day or which is being repaired or restored, may be parked, stored, kept or placed by a co-owner on or within the common portions, except for the garage space of which he has the exclusive use.
- 6.1.6. No co-owner may destroy, dirty, modify, block or damage the landscape gardens of the immovable property, including the lawn, trees, hedges, shrubs and flowers, and nobody may place chairs, tables or other objects on the greensward in a way to cause damage to it or to prevent the normal growing of the lawn, and in a way to hinder the mowing of the lawn.
- 6.1.7. The alleys, gardens, terraces and other outside common portions must be used according to their assignment, as a private property, and in a way to respect the rights of all co-owners.
- 6.1.8. No animal, domestic or other, may be left or kept on the common portions.

- 6.1.9 No dangerous, unhealthful or malodorous substances nor any combustible or inflammable substances may be left or kept on the common portions.
- 6.1.10 No construction, structure or tent may be built, set up, placed, left or kept on the common portions without the written consent of the administrators.
- 6.1.11 None of the parts of the common portions may be used for the construction, installation or fixing of clothes-line, incinerator, recreation equipment, fence or other barrier, hedge, garden, or other vegetation, or for garbage and refuse disposal, without the written consent of the administrators.
- 6.1.12 No television antenna, tower or line of transmission or other installation of the kind, may be installed on the common portions, except for the antennae, towers or lines of transmission and accessories thereof which may be installed on the common portions by the Declarant or by the administrators.
- 6.1.13 No notice, poster, sign or other advertising material of any kind may be placed on the common portions without the written consent of the administrators.
- 6.1.14 No object may be transported through the lobbies, hallways, passages, corridors or in the elevator which might cause damage to the common portions.
- 6.1.15 The co-owners, occupants or their guests must refrain from doing, on the common portions, anything noisy or shocking which might cause prejudice to the enjoyment of the common portions or of the

exclusive portions by the other co-owners.

- 6.1.16 Each co-owner is personally responsible for damages done to the common portions and, in a general way, for all damages which might result from an abusive use of the common portions or from a use not in conformity with their assignment, whether by his own acts, that of his family, his lessee, of his staff, of his guests or of persons going to his exclusive portion.
- 6.1.17 Without the written consent of the administrators, the co-owners do not have free access to the common portions of the immovable property, which are assigned for the exclusive use of the janitor or other employee, nor to the parts used by the administrators or their employees, for the purposes of maintenance or storage of the equipment and machinery necessary for the operation or conservation of the immovable property. The co-owners may not actuate the mechanisms of central heat controls, of electricity and of water, which serve the whole of the portions, both common and exclusive.
- 6.1.18 The co-owners and their guests using the swimming pool and the saunas, must conform to the regulations established by the administrators and the co-owners.
- 6.1.19 Nothing may be stored on the common portions anywhere but at such locations in the common portions specifically assigned as storage spaces (locker), except with the written consent from the administrators.

- 6.1.20 The co-owners and the administrators may adopt regulations on the use of the common portions; the co-owners must conform to these regulations.
- 6.1.21 In a general way, the co-owners must respect all the servitudes which affect or might affect the co-ownership.
- 6.1.22 Each co-owner may freely use the elevators in accordance with their destination, but without causing any prejudice to the rights of the other co-owners.
- 6.1.23 The co-owners must use the garbage shafts to dispose of the household refuse which must be properly wrapped and dripped before being disposed of. No object susceptible of blocking the garbage shafts may be therein deposited; such objects must be transported by the co-owners to the place indicated by the administrators.
- 6.2. Common portions reserved to the exclusive use of co-owners taken - - individually.
- 6.2.1 Each co-owner has the exclusive use of the windows, balcony doors, - - - - and entrance doors located within the walls constituting the perimeter or limits of his exclusive portion, and which are reserved common portions.
- 6.2.2. The balconies - - - - -to which the apartments give access, as well as dividing partitions and/or fences surrounding them, are common portions reserved for the exclusive use of the co-owners of these apartments.
- 6.2.3. Each owner has - - - - the exclusive use and

enjoyment of a storage space (locker) and of an inside garage space; these spaces are assigned and allowed to the exclusive portion of each co-owner at the discretion of the administrators who may, also at their discretion, change the site of these spaces. These said storage and garage spaces being reserved common portions.

6.2.4 Each owner of the exclusive portions known and designated as lots 2668-1702, 1704, 1705, 1708 and 1712 upon said cadastre, has the exclusive use of the chimney installed above his apartment, on the roof of the building, to exhaust the smoke coming from the fireplace installed in his said apartment; this chimney being a reserved common portion.

CHAPTER VII - USE OF EXCLUSIVE PORTIONS.

DWELLING UNITS.

7.1 Occupation and Use: Each co-owner has the right to enjoy, as he sees fit, his exclusive portion as a one-family residence unit to the express condition he shall not cause any prejudice to the rights of the other co-owners, and that he shall not do anything which might compromise the solidity of the

immoveable property, that is interfere with its assignment and more particularly, but without limiting the generality of the foregoing, subject to the following stipulations:-

- 7.1.1 The exclusive portions must be used as one family residential locals exclusively. They may not be devoted to the operation of any business nor the practice of any profession, even if it is a liberal profession. The present disposition shall not however prevent the Declarant from completing the construction and finishing of the immoveable property, nor from using certain exclusive portions as model apartments for display and sale of the unsold apartments from maintaining administrative offices, construction and sales offices, nor from displaying maquettes and signs on the common portions and this, until all the exclusive portions are sold.
- 7.1.2 The activities of the co-owners and of the occupants, as well as their properties shall never result as and increase of insurance premiums, nor to an increase of the risks of fire or of fire insurance premiums of the common portions or of the exclusive portions, nor to any increase of the risks for the other co-owners or their properties effects.
- 7.1.3 No portion of the immoveable property may be used by anyone for any purposes which might cause the cancellation of any insurance policy covering the exclusive portions or the common portions.
- 7.1.4 No co-owner may make or permit anything to be made in

his exclusive portion which might either compromise the solidity of the immovable property or partly change its assignment, or cause any prejudice to the other co-owners on account of noise, smell, vibrations or any other reason.

7.1.5 It is forbidden to hang out washing at any place other than the space within the limits of an exclusive portion.

7.1.6 No window-blind or porch-roof whatsoever may be installed above and/or outside the windows and balconies, without the written consent of the administrators.

7.1.7 No carpet, garment, flower-pot or other object can be hung or placed in the windows, balustrades, ramps and hand rails of balconies and windows or on any other outside part of the immovable, except for objects placed for permanent decoration on the interior surfaces of the balconies, on condition that these objects shall not be visible from the exterior of the building.

7.1.8 None of the common portions, limited and defined such, in wording of the present declaration and particularly, but without limiting the generality of the foregoing, the exterior of the entrance doors of the windows, and of the balcony doors, balustrades, ramps and hand-rails of the balconies and windows, and in general all that contributes to the harmony of the whole complex, may not be altered, decorated or otherwise modified without the

authorization of the administrators.

- 7.1.9 No animal, other than domestic, may be kept within an exclusive portion. No animal, domestic or other, which is considered harmful by the administrators, at their absolute discretion, shall be kept within an exclusive portion. Any Co-owner or occupant who keeps within his exclusive portion such animal reputed to be harmful, must definitely part with such an animal, within a period of two weeks as of receipt of a written notice from the administrators.
- 7.1.10 Nothing shall be thrown from windows, doors and balconies of an exclusive portion.
- 7.1.11 Each co-owner shall keep the \_\_\_\_\_ balcony belonging to his exclusive portion clean and in good condition.
- 7.1.12 No co-owner shall use or permit to be brought inside his exclusive portion or inside the common portions, any inflammable liquid or material (including gasoline, kerosene, naphta etc.) or any substance which is explosive or dangerous to life or property, without, in each case, obtaining the written consent of the administrators.
- 7.1.13 The installation of individual exterior radio and television antenna is forbidden. A collective television antenna will be installed and each co-owner may have it connected at his own expense.

- 7.1.14 No electrical or telephone installation may be fixed on the exterior of the exclusive portions or on the exterior of the building, unless a written permission of the administrators has been obtained.
- 7.1.15 No signs, advertising billboards, lanterns or bulletin boards of any kind, being visible from the exterior of the exclusive portions, may be placed on any part of the exclusive portions without the written consent of the administrator
- 7.1.16 Any electrical apparatus or installation used within an exclusive portion must be in conformity with standard rules applied by the competent authorities.
- 7.1.17 No instrument, apparatus, equipment or other object may be used within an exclusive portion if, in the opinion of the administrators, it is prejudicial to the other co-owners.
- 7.1.18 It is forbidden to cook on the balcony ———  
————— of an exclusive portion.
- 7.1.19 Each co-owner or occupant is bound to respect and enforce the provisions of the law, of these presents and of the rules adopted by the administrators or co-owners, and have them respected by all his guests, employees and members of his family. Without limiting the foregoing, no co-owner shall do or tolerate anything done against the status laws, regulations and decrees of governments and municipalities.

- 7.1.20 The water closets and their accessories must be used according to their destination. Drains and lavatories must not be used for the disposal of dust, ash and household refuse; the owner of an exclusive portion shall be responsible for damages resulting from any misuse and/or any unusual or unreasonable use of the water closets and of their accessories. The faucets, drains and flushes of the rest-rooms must be maintained in good working order, and any repair must be carried out without delay.
- 7.1.21 The faucets must be closed, except when they are being used.
- 7.1.22 It is strictly forbidden to shake the dust from carpets, rags, linen, brooms, feather-dusters or other similar objects onto the streets, staircase-landings, gardens, balconies, terraces, windows or into stairway-cages, as well as to put them to dry and hang or spread them on the balconies, terraces, windows and galleries looking on the outside of the exclusive portions.
- 7.1.23 Only seasonal furniture is permitted on the balconies and terraces.
- 7.1.24 The co-owners must, without compensation, put up with the execution of repairs which might become necessary to the common portions or to other exclusive portions, independently of its duration and, should it become necessary, they must give access to architects, contractors and workers

being in charge of supervising, conducting or executing such works. However, a co-owner who suffers, on account of the execution of such works, a temporary but serious diminution of enjoyment, or permanent depreciation of the value of exclusive portion, can be compensated by the other co-owners in proportion with their participation in the costs of work.

- 7.1.25 All co-owners or occupants must leave the keys of their apartments with the administrators. The person in charge of keeping the keys will be authorized to enter an apartment in case of emergency resulting from fire, bursting of pipe, break of electrical circuits, breakage of windows or window-pane, or in case of penetration of water by flooding or otherwise.
- 7.1.26 As long as any exclusive portion is mortgaged, the co-owner of such an exclusive portion shall be bound to comply with the clauses and conditions of the contract creating the said mortgage.
- 7.1.27 The administrators, their officers, employees or contractors will have free access to the exclusive portions, at any reasonable hour, for the purposes allowed by the present Declaration of Co-ownership, with the understanding however, that such access shall be granted on appointment fixed in advance, except in case of emergency.
- 7.1.28 Each co-owner is bound, at his expense, to keep his exclusive portion and its appurtenances clean,

in good condition and in conformity with the standard regulations established by the administrators, the municipality, or the governments.

7.2 Responsibility - Each co-owner shall be responsible to the other co-owners for any prejudicial consequences caused by his acts or by his carelessness, or that of his employees, guests, tenants or members of his family, or for the damages caused by an article for which him, his employees, guests, tenants, or members of his family, is legally responsible.

7.3 Alterations - Each co-owner may alter, or have qualified workers alter, as he sees fit, the interior arrangement of his exclusive portion, but he must first submit his plans to the administrators at least one month before the beginning of the work. When the work to be done may, in the opinion of the administrators, cause damages to an exclusive portion or to the common portions, the administrators, at their entire discretion, may require the work to be executed under the supervision of the architect appointed by them, whose fees shall be charged to the co-owner having the work performed. Notwithstanding the foregoing, the administrators shall not refuse to approve such plans and works, unless these are likely to affect the solidity of the whole structure of the immovable, or are likely to damage or impair the value of another exclusive portion, or of the

common portions. The Declarant, however, may alter the interior arrangement of the exclusive portions belonging to him without having to obtain authorization and without being obliged to submit plans.

CHAPTER VIII - USE OF THE EXCLUSIVE PORTION -

COMMERCIAL UNIT OR STORE

- 8.1 The co-owner of the commercial unit or store shall be entitled to use, as he sees fit, his exclusive portion as a commercial unit or ----- store, for all sorts of business and all kinds of commercial affairs under the absolute condition of not injuring the rights of the other co-owners, or not doing anything that may either compromise the solidity of the immoveable or interfere with its destination. This exclusive portion must be used as commercial unit or store only. The present disposition shall not prevent the Declarant from completing the construction and finishing of the immoveable, nor from using certain exclusive portions as model apartments for display and sale of the apartments not sold, from maintaining administrative offices, construction and sales offices, nor from displaying scale models and signs on the common portions, and this, until all the exclusive portions have been sold.
- 8.2 The obligations, stipulations, reserves and restrictions established in Paragraphs 7.1.2, 7.1.3,

7.1.4, 7.1.5, 7.1.6, 7.1.7, 7.1.8, 7.1.9, 7.1.10, 7.1.11, 7.1.12, 7.1.13, 7.1.14, 7.1.15, 7.1.16, 7.1.17, 7.1.18, 7.1.19, 7.1.20, 7.1.21, 7.1.22, 7.1.23, 7.1.24, 7.1.25, 7.1.26, 7.1.27, 7.1.28, 7.2 and 7.3 hereinabove shall be applied in all points, mutatis mutandis, to the commercial unit or store and/or to the co-owner of this commercial unit or store.

- 8.3 The co-owner of this store or commercial unit must himself, at his own expense, have the garbage and waste of his exclusive portion brought to the garbage room.

#### CHAPTER IX - MAINTENANCE AND REPAIR

##### 9.1 Common Portions

The administrators must maintain, repair and replace the common portions and the reserved common portions when the co-owner who has exclusive use thereof neglects or refuses to do so.

The common charges are determined in Chapter XII of the present Declaration and include more particularly:

- 9.1.1 The maintenance, repair, replacement and operation of the common portions.
- 9.1.2 The costs relating to all the common services, and especially the operation, maintenance, and repair services, of all apparatuses, equipments and goods in common use.
- 9.1.3 The salaries payable to employees and service workmen deemed necessary for the operation,

maintenance and repair of the immoveable.

9.1.4 The costs of materials, moveable effects and equipment used in order to effect repairs, maintenance, cleaning, replacement and the decoration of the common portions.

9.1.5 And, in a general way, all the costs, direct or indirect of operation, maintenance, repair, replacement or reconstruction of the buildings.

9.2 Exclusive Portions -

Each co-owner must maintain and heat himself, his exclusive portion and, subject to the disposition of the declaration, each co-owner must repair his exclusive portion if it is damaged, the whole at his own expense. The obligation of each co-owner to repair his exclusive portion if it is damaged, includes the obligation to repair all the improvements made within his exclusive portion by the Declarant, in conformity with the plans and specifications of the architects of the Declarant, and this notwithstanding the fact that such improvement can have been made after the registration of these present Declaration. The repairs must be executed in such a way that the exclusive portion shall at least be restored in its condition as it was originally when it was sold by the Declarant. Each co-owner is responsible for the damages caused to the common portions or to the other exclusive portions, when such damages occur because the co-owner has not properly maintained,

heated or repaired his exclusive portion. However the co-owner shall not be held responsible if these damages have been caused to common portions and the cost of repair is entirely assumed by an insurance company in virtue of a policy signed by the administrators, in conformity with the dispositions of the present Declaration.

9.3 Limited Common Portions -

The maintenance, good functioning, repair and if necessary, the replacement of the limited common portions mentioned in the present declaration, except for the garage space, shall be charged to the co-owner who has the exclusive use thereof, and if two or more limited common portions have common elements, the obligations provided in the present paragraph shall be, for those common elements, at the common expense of the co-owners having exclusive use thereof.

9.4 Alterations, Additions or Improvements  
by the Co-owners -

No co-owner may modify or have modified the structure of his exclusive portion, nor can he modify the arrangement of the common or limited common portions, nor can he replace, decorate or repair the common or limited common portions without having previously obtained the written consent of the administrators. Such modification, if approved by the administrators, must be in conformity with the provisions of the laws, by-laws

and decrees of the competent municipal or governmental authorities, moreover it must be in conformity with the conditions which may be established by the administrators in their consent.

9.5 Maintenance and Repair of Piping and Electric Circuit -

Notwithstanding any of the provisions, clauses and conditions hereof or of the Law, establishing pipes and electrical circuits are common or exclusive, and notwithstanding the passage of exclusive pipes and electrical circuits through common areas, or passage of common pipes and electrical common circuits through exclusive areas, the responsibility for the maintenance, repairs, replacement and expenses thereof shall be borne as follows: each co-owner shall be responsible for the maintenance, repairs and replacement of the electrical circuits and pipes which are to be found within the boundaries of his exclusive portion and which serve exclusively this exclusive portion.

Each co-owner shall also be responsible for the maintenance, repairs, and replacement of electric circuits and of pipes serving only his exclusive portion, and which might be situated outside his exclusive portion, within the following limits: as to the pipes, up to the place where these pipes join the pipes serving this exclusive portion, as well as one or more other exclusive portions,

and as to the electric circuits, up to the panel servicing his exclusive portion. If the panel is situated within his exclusive portion, his responsibility ends at the panel included. The administrators are responsible for all the other pipes and electric circuits.

9.6 Creation of Reserve Funds -

- a) An ordinary reserve fund can be set up by the administrators to face maintenance expenses, repairs or replacements caused by desuetude.
- b) In order to ensure the immediate replacement, repair or reconstruction of the important elements of the immovable, and in order to ensure immediate payment of these replacements, repairs and reconstructions, a special reserve fund will be set up. This reserve fund will be set up by an additional monthly charge equal to FIVE per cent (5%) of the monthly common charges established and monthly collected by the administrators, and that, as long as a \$50,000.00 special reserve fund will be raised.

9.6.2 The monies forming each reserve fund shall be deposited in a separate account, and the interest therefrom will increase the reserve fund either ordinary or special, as the case may be, as hereinafter established at paragraph 12.3.6.1.

9.7 Recovery of the Remaining Elements-

In case of the reparation or reconstruction of a common element of equipment, or in case of the replacement of moveable common property, the value of recovery or the proceeds of the sale of the old elements or of the remaining elements will serve exclusively to the benefit of the co-owners who have had to bear the costs of the work or of the replacement.

CHAPTER X - ADMINISTRATORS

10.1 For the purposes of the present Declaration, the word Administrator must be interpreted as designating the persons elected to administer the co-ownership.

When it is required by the context, the word Administrator must be interpreted as meaning one of the persons being in charge of administering.

10.2 Election of the Administrators

The Declarant, JACOB P. WOLOFSKY, of Côte St-Luc, ISIDORE LANGENAUER, of MONTREAL, and - -  
- - JOE KRAKER, of the Town of Mount Royal will be the first Administrators of the co-ownership.

The duties of the first administrators shall commence from the registration of this Declaration and shall terminate on the thirtieth - - day of October, Nineteen hundred and eighty-one(1981), at which date the first annual general meeting of the co-owners will take place.

Any vacancy on account of resignation, dismissal or death among the first administrators, will be filled by the Declarant.

10.2.1 As of the first annual general meeting which will take place on the thirtieth - -day of October, Nineteen hundred and eighty-one(1981), three administrators must always be elected. The administrators are elected at each annual general

meeting by the majority vote of the co-owners voting at each meeting.

There will be, for each administrator to be appointed, a distinct nomination, and a distinct vote.

Each annual general meeting must be held on the thirtieth - -day of October in each year, starting from the thirtieth - -day of October, Nineteen hundred and eighty-one (1981). The administrators enter in office on the day of their election. Furthermore, the co-owners must, in the course of each annual general meeting, determine the remuneration which must be paid to the administrators.

10.2.2 Any administrator shall remain in office until the next annual general meeting, in the course of which he will be re-eligible. Notwithstanding the foregoing, any administrator, even after entering in office, may resign at any time, upon giving a ten days' (10) written notice in advance to the President of the co-owner' meeting and to the other administrators. No administrator can be elected for a term exceeding one year. However, nothing shall prevent an administrator from being reappointed at the end of his term or any renewal thereof.

10.2.3 Any person, either physical or legal, having the capacity to contract, is eligible to the position of administrator.

- 10.2.4 In the event of refusal, dismissal, resignation, death or incapacity of an administrator, or, when, for any other reason, there are less than three (3) administrators, and except in the case of the first administrators, a special general meeting of the co-owners shall be convened in order to provide for the replacement of such administrator. If, in such a case, no meeting has taken place within eight (8) weeks immediately following the date of the vacancy, a Judge of the Superior Court may at the request of any interested party, provide for the replacement, after a notice to this effect has been duly given to all the co-owners.
- 10.2.5 The Co-owners may, by majority vote, in the course of a special meeting convened to this effect, at any time, dismiss an administrator for reason. Without limiting the generality of the foregoing, the following will be considered as causes of dismissal: the bankruptcy of an administrator, his insolvency, the general transfer of his goods to the benefit of his creditors, his dishonesty, a conflict of interest, default to execute his functions within 10 days from receiving a notice of the President of the meeting of the co-owners, advising him of this default.
- 10.2.6 Any document stating the appointment, dismissal or removal of an administrator must be registered at the Montreal Registry Office.

10.3 Powers and Duties of the Administrators

The administrators are entrusted with the conservation and maintenance of the immovable, with the administration of the common portions in accordance with their destination, and with all decisions in the common interest. Moreover, the administrators are obliged to prepare budgets and collect common expenses, in view of maintaining financial stability and to provide to the co-owners all the common services which are specified by the law and by the present Declaration. Without limiting the generality of the foregoing, in the practice of their functions, the administrators must:

- 10.3.1 Keep books of accountancy and of financial statements reflecting exactly the various transactions effected during their administration.
- 10.3.2 Maintain and keep up to date a minute-book of their meetings.
- 10.3.3 Take and keep in force all the insurance policies required by the present Declaration.
- 10.3.4 Administer the co-ownership to the benefit of all the co-owners and to this effect, hire, keep, dismiss and pay all the staff necessary to ensure an efficient administration of the co-ownership.
- 10.3.5 Maintain and repair the common portions in accordance with the provisions of the law, and of the present Declaration.

- 10.3.6 Maintain all the common portions, except the ones falling under the responsibility of one single co-owner in terms of the present Declaration, clean and in good condition and to this effect, see to the maintenance of the lawns, to the removal of snow and ice and to the cleaning of any common portion.
- 10.3.7 Ensure the supply of water, electricity and other public services, in the common and exclusive portions.
- 10.3.8 To contract with a television cable company in order to ensure this service to the exclusive portions. The renting of this service and the expenses of connecting it to each exclusive portion shall be at the expense of the owner of this exclusive portion.
- 10.3.9 Sign any contract with any company or individual supplying coin-operated washing machines and dryers.
- 10.3.10 Ensure at any time the functioning of the co-ownership and of the common services and, to this effect, conclude and sign any contract to ensure this functioning and those services, as long as these contracts are no longer than one (1) year and their costs have been foreseen in the budget, unless these contracts have been approved in advance by the majority of the votes of the co-owners.

- 10.3.11 To enforce the dispositions of the Law and of these presents by the co-owners, as well as by the occupants and guests, and to this effect, enforce the regulations adopted by the administrators and the co-owners in order to ensure the good operation of the co-ownership and the respect of the collectivity.
- 10.3.12 Buy, rent or otherwise acquire moveable goods in order to furnish, keep up and use the common portions with, in addition, the right to sell and exchange these moveable goods.
- 10.3.13 Do anything that is reasonably needful in order to ensure the execution of the duties attributed to them by the law, the present Declaration and by the regulations.
- 10.3.14 Adopt regulations concerning the use of the immoveable, when these regulations are necessary and if they have not already been adopted by the co-owners; these regulations shall remain in force as long as they are not revoked or amended by themselves or by the majority of the votes of the co-owners.
- 10.3.15 Conclude and sign deeds of servitude between the above mentioned immoveable and the neighbouring immoveables belonging or having belonged to the Declarant and which have formed or do form the subject of a Declaration of Co-ownership for the purposes of: a) draining the surface and under-

ground waters; b) using in common the tennis courts, areas reserved to basket-ball, volleyball, picnic, Bar-B-Q, games, etc., which could be arranged on these premises. The administrators shall determine the modalities and operational conditions of such servitudes.

- 10.3.16 Conclude and sign Deeds of servitude or of ratification of servitude, in order to ensure the essential and/or public services necessary for the operation of the immovable.
- 10.3.17 Proceed in case of emergency to all the works necessary for the conservation of the immovable, without consulting in advance the Meeting of the Co-owners, as long as these works do not involve costs exceeding five thousand dollars (\$5,000.00); and with the approval of the Meeting of the Co-owners for any expense exceeding this amount.
- 10.3.18 Represent the co-owners in all civil acts and before the court; to go to law for and in the name of the co-owners and even against the co-owners.
- 10.3.19 Retain the professional services of legal, accounting and administrative experts, as well as management services which may be required in order to ensure the good administration of the immovable and compliance with the present Declaration and with the law.

10.3.20 Buy, rent or otherwise acquire or supply all the other materials, supplies, equipment, maintenance services or repair services which must be obtained or supplied by the administrators in virtue of the law or of the present Declaration, or whatever is necessary in their opinion in order to ensure the maintenance of the common portions and compliance with the dispositions of the present Declaration and of the law. If these materials, supplies, equipments, maintenance or repair services are furnished to exclusive portions or to common portions, the maintenance whereof is the responsibility of a co-owner who has the possession and exclusive use thereof in terms of the dispositions of the present Declaration, then, the costs thereof must specially be borne by this co-owner.

10.3.21 Whereas they must preserve the common portions, the appearance and value of the immovable: they must do the maintenance and repair of the exclusive portions and limited common portions which must be maintained by a co-owner who has the possession and exclusive use thereof by virtue of the present Declaration, in case if this co-owner neglects to effect such works after having been given a reasonable written notice by the administrators. In such a case the administrators shall impose upon this co-

owner a special rent in order to cover the costs of such a maintenance or of such repairs, together with legal fees or collection expenses assumed by the administrators in order to obtain from such a co-owner the reimbursement of the maintenance or repairs, including interests at the rate of one and a half per cent ( $1\frac{1}{2}\%$ ) per month.

- 10.3.22 To contract by themselves or by the persons they authorize in order to obtain the goods, services or insurances, the costs of which are a common charge.
- 10.3.23 The administrators must give account of their administration at least once a year, in course of a general meeting of the co-owners, at the end of the fiscal year. They must also give account of their administration when they cease to exercise their duties. The annual statement of account must have been verified by a chartered accountant, member of the Institute of Chartered Accountants of the Province of Quebec. The statement of account must be made available to each co-owner and mortgagee. However, the first fiscal period will end on the thirty-first day of August, Nineteen hundred and eighty-one (1981) and consequently during the first general meeting which will be held on the thirtieth - day of October, Nineteen hundred and eighty-one (1981),

the first administrators shall therefore give account of their administration with regard to the period ending on the thirty-first of August, 1981, and with regard to the period between August 31st, 1981 and October 30th, 1981.

- 10.4 No administrator can be dismissed from his duty for the only reason that he has, on behalf of the co-owners, concluded contracts with a company in which he is directly or indirectly interested, the whole on condition that this contract be first approved by the majority of the votes of the co-owners who will have been notified in advance of such an interest.
- 10.5 An administrator cannot be held responsible for the acts, omissions or negligence of a person employed by him, nor for the losses and expenses caused by a default in the titles of the properties or of immoveable rights acquired by him on account of the co-owners and with their express authorization, nor for the insolvency, bankruptcy or fraudulent act of any person or institution to whom an administrator entrusted the amounts of money belonging to the co-owners, nor for a loss caused by the misjudgment or oversight of this administrator, nor for any damage or loss of any kind which occurs during his duty as administrator, unless those results from his fraudulent or dishonest deeds.

- 10.6. Each administrator must, from time to time and at any time, be compensated and paid straight from the funds of the co-ownership, for:
- 10.6.1 All the costs and expenses assumed by an administrator following an action or proceedings instituted against an administrator on account of an act or fact which has occurred during or at the time of exercising his duties, except if they result from fraudulent or dishonest acts by him.
- 10.6.2 Any other costs, charges or expenses caused to the administrators by the execution of their duties.
- 10.7 Any administrator who is called upon to handle or who is responsible for amounts of money or values belonging to the co-owners, must supply an insurance policy - guarantee (bond) for an amount and under the conditions established by the Meeting of the co-owners.  
The cost of such an insurance - guarantee forms part of the common charges.
- 10.8 The banking transactions of the co-owners must be handled through a Chartered Bank, Caisse Populaire or a Trust Company, designated by the administrators. These banking transactions must be handled exclusively by the administrators for and on behalf of the co-owners. To this effect the administrators must open a trust account at a banking institution, Caiss

Populaire or trust company, and they must keep all supporting documents to prove these banking transactions. This account will serve solely for the administrative operations of the co-ownership. Without limiting the generality of the foregoing, only the administrators have the right to: make out, sign, draw, accept, endorse, negotiate, deposit, place or transfer any promissory note, draft, bill of exchange or cheque concerning the matters of the co-ownership; execute any agreement regarding the banking matters and defining the rights and powers of the parties in these banking matters; authorize any officer or employee of such bank to do anything or act on behalf of the co-owners, in order to facilitate the transactions of the banking matters of the co-ownership.

10.9 The acts, transfers, conveyances, cessions, contracts, and other acts passed for or on behalf of the co-owners must be signed by the majority of the administrators, the whole in conformity with the law and with the dispositions of the present Declaration.

10.10 The administrators have the right to borrow a maximum amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) from banking institutions, Caisse Populaire, trust company or whoever, the whole

without preliminary authorization from the co-owners, but on condition that the financial needs of the co-ownership have made this loan necessary. In all the other cases, the administrators shall have the right to borrow any amount required for the execution of their duties, with the preliminary authorization of the co-owners representing the majority of the votes at a general meeting of the co-owners.

- 10.11 The administrators must ensure the reimbursement of the amounts which they have borrowed as well as the payment of interests due on such sums and, to this effect, sign the required commercial documents required.
- 10.12 The administrators must keep up to date the following files:
  - 10.12.1 The plans of architects and the descriptive tenders of the immovable and of the modifications made on the immovable;
  - 10.12.2 The minutes of the meetings of the administrators;
  - 10.12.3 The minutes of the meetings of the co-owners;
  - 10.12.4 The financial dossiers and books of accounting, including the chronological accounting of the income and expenses and a separate accounting for each exclusive portion; the latter accounting must specify the amount of each portion of common charges which can be attributed to

such exclusive portion, the date on which the debit is due, the amount received and any amount remaining unpaid;


- 10.12.5 A register of the owners of the exclusive portions containing: the names of the co-owners, the addresses of the co-owners for the purposes of notification, the power of attorney in force and the names and addresses of all the mortgagees who have given notice to the administrators of the mortgages granted by the co-owners.
- 10.12.6 A register on the transfer of rights of vote to the mortgagees or to third parties, when they give to the administrators a notice of the transfer of the rights of vote;
- 10.13 All the files and registers must be put to the disposal of the co-owners and of the mortgagees during normal office hours.
- 10.14 Decision of the administrators
  - 10.14.1 When a decision must be made by the administrators, the majority vote prevails.
  - 10.14.2 All the documents, contracts and cheques for which the signature of the administrators is needed, must be signed by the majority of the administrators.
  - 10.14.3 The administrators shall meet when they deem it necessary.
  - 10.14.4 The administrators must keep a register of

the minutes of all the meetings, which must be kept up to date.

10.14.5 All that have to be done by the administrators, can be done by the majority of them.

10.14.6 The deeds of purchase of the common portions or other real estate rights, provided they have been authorized in order, are passed in a valid way by the administrators and they do bind the co-owners as if they were parties thereto. Such authorization emanating from the Meeting of the co-owners is proven by a certified copy by the President or the Secretary of the Meeting of the co-owners reproducing the concerning deliberation of the said Meeting.

10.14.7 The administrators may also acquire or alienate for and on behalf of the co-owners, for a valuable consideration of free of charge; certain exclusive portions without their losing their character as exclusive portions, the whole provided if they are regularly authorized thereto by the Meeting of the co-owners.



CHAPTER XI - MEETING OF THE CO-OWNERS

11.1 Annual General Meeting -

The co-owners must hold the first annual general meeting on the thirtieth -- day of October, Nineteen hundred and eighty-one (1981). Thereafter, each annual general meeting shall be held on the thirtieth - -day of October in each year.

11.1.1 Notice of meeting: a written notice, typed, printed or otherwise reproduced, must specify the day, hour and place of meeting as well as the details of the matters that shall be discussed at such a meeting, and such notice must be sent by regular mail, to each co-owner, addressed to such co-owner to the address of his exclusive portion (unless a co-owner has advised the administrators of another address for the purposes of notification, at least ten (10) days before the date of the letter of the administrators containing the notice of meeting), or it may be place under the entrance door of each co-owner, in both cases at least fifteen (15) days free (excluding the day of mailing but including the day for which the notice is given) before the date of the meeting.

This notice, by regular mail, must be sent to the mortgagees to the address that they have given to the administrators, or at the address mentioned in the notice of address registered at the Registry Office against the original lot and/or against the fractions.

11.1.1.1 Furthermore, a copy of this notice shall be

stick up in the elevators as well as in the area of the mailboxes and at any other place at the discretion of the administrators.

11.1.1.2 The notices of meeting shall be signed by the administrators or by the persons authorized by the administrators. The co-owners or mortgagees may renounce to any notice of meeting or any irregularity contained in a notice of assembly.

11.1.1.3 The sworn declaration given by the majority of the administrators to the effect that all the requirements prescribed by the Paragraphs 11.1.1 and 11.1.1.1 hereinabove have been complied with shall be sufficient as proof to establish that all these requirements have been duly fulfilled.

11.1.2 The administrators must attach to the notice of meeting: first of all, a copy of the financial statements of the fiscal year which ends; second the budget proposed for the fiscal year which starts; third, the plans of amendment to the Declaration of Co-ownership, if it applies; fourth the plans of amendments to the regulations of the co-ownership, if it applies; fifth, when extraordinary decisions must be adopted at the meeting or when the meeting must approve or authorize a contract or a tender, the administrators must attach to the notice of meeting some details on the essential conditions of these decisions, contracts or tenders.

11.2 Special General Meetings of the Co-owners -  
The special general meetings of the co-owners shall be convened:-

- 11.2.1 At any time, by the administrators or by two (2) of the administrators, when they deem it necessary.
- 11.2.2 By one or more co-owners, representing at least one third (1/3) of the votes of the co-owners. They shall submit an application thereof in registered letter sent to the administrators, specifying the reasons why the meeting is called. Such application has the same effect as a formal notice to the administrators.
- If no notice of meeting has been addressed to the co-owners by the administrators, within 10 days following the formal notice given to the administrators, then any co-owner may have the special general meeting convened, by addressing a notice to the co-owners and mortgagees. Such notice must contain the signature of the interested parties, and such interested parties must represent at least one third (1/3) of the votes of all the co-owners.
- 11.2.3 By one or more mortgagees, in the same way as by a co-owner, on condition that such mortgagees shall have duly registered their mortgage claims on the exclusive portions for which the co-owners whereof have duly ceded to them their rights to vote, and on condition that such rights to vote which they have represents at least one third (1/3) of the votes of all the co-owners.

- 11.3 When a special general meeting is convened, a notice of at least ten (10) days prior to the date of the meeting must be given to the co-owners; such ten days notice replaces the fifteen days foreseen in case of annual general meetings.
- 11.4 Any other formalities regarding the notices for the annual general meetings shall be applicable to the special meetings. Furthermore, the agenda of the special meetings must accompany the notice of convocation.
- 11.5 Members of the Office of the Meeting of the Co-owners.
- 11.5.1 At the time of the first annual general meeting, the members of the Office of the Meeting of the Co-owners shall be elected. These officers shall be:
- 11.5.1.1 The President;
- 11.5.1.2 The Vice-President;
- 11.5.1.3 The Secretary;
- Such officers are elected by the voting of the co-owners voting at the annual general meeting. For each position there shall be a separate nomination and a separate voting.
- 11.5.2 The members of the Office shall be elected at the end of the annual general meeting. The elections of the members of the Office shall be held in each year.
- 11.5.3 Notwithstanding the foregoing and in case if

none of the members of the Office of the Meeting of the Co-owners are present at a general meeting, annual or special, a temporary secretary of meeting shall be elected by a show of hands, and he shall replace the members of the Office for the duration of the meeting and, if it is at an annual general meeting, he shall immediately hold elections at the beginning of such an annual general meeting and, immediately after such election, the new members of the Office of the Meeting shall take up one's duties.

11.5.4 The members of the Office of the Meeting of the Co-owners must be at least twenty-one years of age, and must be co-owners and/or a spouse or representative of a co-owner. The duties of a member of the Office of the Meeting of the Co-owners and those of an administrator cannot be pluralized. This rule, however, shall not apply to the first officers who will be at the same time the first administrators, entering in office as of the date of registration of these presents, to wit: ISIDORE LANGENAUER, JOE KRAMER and JACOB P. WOLOFSKY, the said Isidore Langenauer being: The President, the said Jacob P. Wolofsky being: The Vice-President, and the said Joe Kramer being: The Secretary; and notwithstanding any other disposition of these presents, they shall remain in office until the first annual general meeting which shall be

held on the thirtieth- - day of October, Nineteen hundred and eighty-one (1981).

Any vacancy on account of the resignation, dismissal or death among the first officers of the Office of the Meeting of the Co-owners shall be filled by the Declarant.

11.5.5 The spouse of somebody who is already administrator or member of the Office of the Meeting shall not be eligible to the position of administrator or of member of the Office of the Meeting.

11.6 Duties of the Members of the Office of the Meeting -

11.6.1 President: The President must preside over all the meetings of the co-owners. The President may certify as true the minutes and excerpts of the minutes of the meetings of the co-owners.

11.6.2 Vice-President: In case of absence or incapacity of acting of the President, his powers and duties shall be delegated to the Vice-President who can, then, exercise the functions of the President.

11.6.3 Secretary: The Secretary must participate at all the meetings of the co-owners; furthermore, he must draw up the minutes of these meetings, as well as keep up to date the registers of the minutes. Besides, he must certify the minutes and the extracts from the minutes of the meetings of the co-owners as true copies and he

must supply copies thereof, on request, to any co-owner, administrator or mortgagee.

If, at the time of a meeting of the co-owners, the President and the Vice-President are absent, in such a case, the Secretary shall preside over the meeting.

11.7 Quorum -

11.7.1 The Co-owners and/or the mortgagees (in the event that the voting rights of an exclusive portion have duly been ceded), and/or their attorneys, holding the majority of the votes, will constitute a quorum at the meetings.

11.7.2 When a person holding voting rights with regard to an exclusive portion arrives at a meeting of the co-owners, such person must provide identification to the Secretary of the meeting.

11.7.3 Unless otherwise provided by these presents, no business shall be transacted at an annual general or special meeting of the co-owners, unless a quorum of the co-owners and/or mortgagees having voting rights, is present, to the latest within sixty (60) minutes after the time for which the meeting was called.

If, within sixty (60) minutes after the time appointed for the holding of any special or annual general meeting of the co-owners, a quorum is not present, in such a case the co-owners and persons having voting rights, present or represented by proxy at such meeting, shall be

deemed to constitute a quorum. However, in no case shall there be a quorum unless thirty-three per cent (33%) of the voting rights are represented.

11.8 Voting -

11.8.1 At a meeting of the co-owners, each co-owner or mortgagee in the event that a co-owner has ceded his voting rights to a mortgagee, or any attorney of the co-owner or mortgagee has, at his disposal, the number of votes attributed to his exclusive portion as set forth in Chapter V of the present Declaration.

11.8.2 At a general or special meeting, each question on which the Meeting of the Co-owners must give opinion shall be decided by a show of hands, unless a poll thereon be required by the President of the Meeting, a co-owner, a mortgagee or an attorney entitled to vote. Upon a show of hands, every co-owner, mortgagee or attorney entitled to vote, shall have right to the number of votes applicable to his exclusive portion, the whole in accordance with Chapter V of the present Declaration. When a decision has been taken by a show of hands, the President of the Meeting, a co-owner, a mortgagee or a mandatary entitled to vote, may still demand a poll on the question which has just been decided by a show of hands. When a decision has been taken by a show of hands, and if a poll

has not been demanded, the President of the Meeting shall declare that the question has been decided by a given majority, or that it has not been decided; such declaration of the President of the Meeting shall be entered in the minutes of the Meeting and, from then on, these minutes of the meeting shall be prima facie evidence of the result of the voting, and of the final decision of the co-owners present at such general or special meeting, and this without proof of number or proportion of the votes recorded in favour or against a given question being otherwise required.

11.8.3 If, at a meeting of the co-owners, a poll is demanded and such demand be not withdrawn, the poll shall be taken in accordance with the procedure determined by the President of the Meeting. The result of the poll shall be deemed to be the resolution of the meeting, at which a poll was demanded. A demand for a poll may be withdrawn at any time prior to the taking of the poll.

11.8.4 Any co-owner may issue a proxy, in which he appoints an attorney. The proxy must be made in writing, signed by the mandator or by his attorney authorized in advance in writing; if the mandator is a corporation, the proxy must be signed by the person authorized for this purpose by the corporation.

- 11.8.5 Any co-owner may, in any deed, transfer and assign all his voting rights onto the first ranking mortgagee for the term of the loan. Once the existence of this registered deed has been signified unto the administrators by registered mail, any votes regarding the exclusive portion thus hypothecated must be cast in accordance with the provisions of such a deed. In such a case, the first ranking mortgagee may issue a revocable proxy in which he appoints an attorney, in the same manner as a co-owner.
- 11.8.6 For a proxy, or a revocation of a proxy to be valid, it must be received by the administrators at least forty-eight (48) hours prior to any meeting. The co-owner or any person named in the proxy will be responsible to notify the administrators of a proxy or revocation of a proxy.
- 11.8.7 Except for the decisions on the matters specifically enumerated in Paragraph 11.9 of these presents, every question submitted to the meeting shall be decided by majority vote cast by the co-owners, mortgagees and/or their attorneys who are present at such meeting. Decisions duly taken shall bind all the co-owners, even those opposing them and those who were not represented at the meeting.
- 11.8.8 A copy of the minutes of any meeting of the co-owners must be sent to the first mortgagees

within 15 days following the meeting.

11.9 Extraordinary Decisions

- 11.9.1 The decisions regarding the matters enumerated hereinafter can be taken only by the vote of at least one half ( $\frac{1}{2}$ ) of the co-owners and/or mortgagees and/or attorneys thereof, representing at least three-quarters ( $\frac{3}{4}$ ) of the votes held by them, to wit:
- 11.9.1.1 Acts of acquisition of immoveables and of partial alienation of common portions.
- 11.9.1.2 Amendment of the Declaration of Co-ownership or of the plans accompanying it.
- 11.9.1.3 Works involving the alteration, enlargement or improvement of the common portions and the sharing out of the costs of such works.
- 11.9.1.4 Reconstruction or repair in case of damage; subject to the provisions of Chapters XV of these presents entitled "DAMAGE" and XVI of these presents entitled "TERMINATION OF THE CO-OWNERSHIP".
- 11.9.1.5 Acts of alienation or acquisition of exclusive portions in the case contemplated in Article 441x of the Civil Code of the Province of Quebec.
- 11.9.2 Notwithstanding the previous paragraph, the Meeting of the co-owners cannot impose upon a co-owner any change in the relative value of his share, any change in the destination of his exclusive portion, or any change in the use he may make thereof, if such changes

are contrary to the present Declaration of co-ownership. Except by the unanimous vote of the co-owners, the destination of the immoveable cannot be changed, directly or indirectly. The same applies to the alienation of the common portions which are necessary for the destination of the immoveable.

11.10 General Provisions

- 11.10.1 The co-owners and/or joint mortgagees of the same exclusive portion of the immoveable must decide among themselves, at the beginning of the meeting, which of them shall exercise the voting right and the Secretary must enter this decision in the minutes. In the absence of one of them, the other one may vote.
- 11.10.2 Notwithstanding the foregoing, should the first ranking hypothecary creditor to whom a co-owner has assigned his votes and who has duly signified same to the administrators, as hereinabove set forth, be present or represented at the meeting and wish to vote in accordance with the terms of the deed stating the cession of the votes, (such hypothecary creditor) may then vote to the exclusion of the ceding co-owner, unless a proxy to the contrary is deposited in the registers of the administrators.
- 11.10.3 An executor, administrator, tutor, guardian or trustee (an in case of a corporation, any person appointed by resolution for such corpora-

tion) may, upon filling with the Secretary of the Meeting sufficient proof of his appointment, represent a co-owner at all meetings of the co-owners and then he may exercise the voting rights of such co-owner.

11.10.4 The designation of a unique attorney must take place each time that more than one person is interested in the same exclusive portion, either in case of usufruct and reversion, substitution, long-lease or other type of possession in favour of several persons, or in case of these rights being held by persons under age, interdicted or other incapable persons. If the designation of a unique attorney has not taken place or if the interested parties have not agreed on the designation of such attorney, the co-owners present at the meeting may designate such attorney by themselves.

11.10.5 Further to the aforesaid, it is agreed that the voting rights of each co-owner shall be deemed transferred and assigned in favour of the mortgagee holding the first ranking hypothec upon his exclusive portion for so long as the mortgagee continues to have rights against the concerning portion, and the voting rights of such co-owner shall be deemed transferred and assigned to the said mortgagee who hereby issues a general and continuing power of attorney to each owner of exclusive portion

to exercise the said voting rights, which power of attorney, however, may be revoked at any time, at the option of the mortgagee.

CHAPTER XII - COMMON EXPENSES

12.1 Contribution to Common Expenses

Each co-owner shall contribute to the common expenses in the proportion identical to the percentage allocated to each exclusive portion, as set out in Chapter V of these presents.

12.2 Definition of Common Expenses

The common expenses include all the costs resulting from the co-ownership and the operation of the immovable, and, more particularly, the costs of conservation, maintenance and administration of the common portions, and all the costs caused by the common services, and, without limiting the generality of the foregoing, the common expenses shall include:

- 12.2.1 The maintenance, cleaning, repair, replacement and the operation of the common portions.
- 12.2.2 The cost of electricity, water, and heating of the common portions, and all other services purchased by the administrators.
- 12.2.3 The salaries payable to employees and service workers needed for the operation and maintenance of the immovable, and, without limiting the generality of the foregoing, the salary of the manager of the co-ownership.

- 12.2.4 The cost of materials, equipment and goods serving for the maintenance, cleaning, repair and replacement of the common portions, or used in general in the common portions.
- 12.2.5 The professional fees paid to legal advisers, accountants, inspectors and other professionals whose services can be considered necessary by the administrators-
- 12.2.6 The insurance premiums set forth in these presents, insurance-guarantee (bond) premiums; and in general the other costs and charges which are declared common by the law, by the present declaration or by the decision of the co-owners.
- 12.2.7 The administrators' fees.
- 12.2.8 The cost in capital and interests, of the loans needed to carry out the common aims and for the execution of the duties of the administrators, as well as the repayment of the debts incurred by the administrators in order to carry out the common aims, on conditions that these loans shall have been authorized when needed; the whole subject to the provisions of the present declaration.
- 12.2.9 The contributions and real estate taxes, under any form and denomination, including all the common portions of the immoveable and even the ones applicable to the exclusive portions, when the concerning fiscal authorities have

not divided them previously between the exclusive portions or the various co-owners.

12.2.10 Any contribution imposed and requested for the set up of the reserve funds as mentioned at paragraph 9 herein above.

12.3 Financial Management -

12.3.1 Budget - At the general meeting of the co-owners, the administrators shall submit to the co-owners the budget for the next fiscal year. Once the co-owners have approved the budget submitted to this Meeting, the administrators must send to each co-owner and to each mortgagee who has duly notified his interest to the administrators, a copy of such budget, to which a notice shall be affixed showing the amount assessed to each co-owner, on a monthly basis, (except the insurance premiums required at each renewal of the insurance policies, regarding which the administrators can decide on a global annual assessment, at a date determined by them), which assessment corresponds to the portion of the participation of each co-owner in the common expenses, by virtue of Chapter V of these presents.

The budget shall consist of two (2) main classifications; to wit: current operations and reserve funds.

12.3.1.1 Current operations: This includes all the normal expenses of maintenance and of repair

which must be made during the fiscal year, plus a reasonable allowance for the current expenses and for contingencies which are not chargeable to the reserve funds; and,

- 12.3.1.2 Reserve funds ordinary or special: Include the monies accumulated, accordingly with Article 9.6 of these presents.

- 12.3.2 Method of Payment - Commencing on the first day of the month following receipt of the said budget and notice, each co-owner must pay to the administrators the amount stipulated in the notice accompanying the budget and, thereafter, on the first day of each month, until the end of the fiscal year. The payment must be effected in accordance with the modalities as set forth by the administrators.

In case of delay in presenting a new budget, the co-owners shall continue to make the monthly contributions to the administrators as fixed by the budget of the previous fiscal year.

- 12.3.3 Special budgets - If during the course of a fiscal year the administrators deem that the budgetary estimates adopted for such fiscal year are insufficient to cover the anticipated

expenses, then the administrators can prepare a special budget which must be submitted immediately to a special general meeting of the co-owners. The administrators must prepare and send to the co-owners as well as to the mortgagees who have duly declared their interest, a copy of the revised budget approved by the special meeting of the co-owners, to which a notice on the new contribution is attached. As of receipt of this notice of new contribution, each co-owner must pay to the administrators the revised monthly contributions.

12.3.4 Collection - The provisions of Article 442k of the Civil Code of the Province of Quebec are applicable to the collection of debts of any nature, from the co-owners by the administrators, with regard to either provisional or final payments.

12.3.5 Joint possession - The obligations of each co-owner are indivisible with regard to the administrators, who, consequently, may require entire execution thereof from any of the heirs or representatives of a co-owner.

Should an exclusive portion belong indivisibly to several co-owners, they shall be jointly and severally liable for the charges towards the administrators who may, consequently, require full payment from any of the joint co-owners.

12.3.6 General Provisions Applicable to Common Expenses -

- 12.3.6.1 The amounts accumulated in the reserve funds and all other amounts collected from the co-owners must be deposited by the administrators at a chartered bank, Caisse Populaire or trust company, or must be invested according to the provisions of Articles 981o and following of the Civil Code of the Province of Quebec. The interests on such amounts of money shall serve to increase the reserve funds. Any other investment made for the co-owners by the administrators must be approved in advance by the Meeting of the Co-owners.
- 12.3.6.2 At the time of the sale of his fraction, a co-owner cannot require the repayment of his share accumulated in the reserve funds or in the common expense funds; such share in these funds will become the property of the purchaser of his fraction. Consequently, it is up to the co-owner to make the necessary adjustments with such purchaser. Notwithstanding the foregoing, the co-owner - vendor remains bound for payment of all his common debts which, at the date of the transfer of property, are exigible. The co-owner - vendor cannot require the restitution, even partial, of the amounts paid in advance or as provisional payment. The co-owner - purchaser shall be res-

possible for the payment of the common debts which were due and exigible at the date of the transfer of property. Notwithstanding any other disposition of these presents, the co-owner - vendor and the co-owner - purchaser are jointly and severally responsible, without benefit of division or of discussion, for all the contribution due and unpaid at the date of the transfer of property. Within 20 days following to this effect, the administrators must supply to a co-owner and/or mortgagee and/or their attorney, a statement of account as of the first day of the month in which such request is made, indicating for the fractions that they have an interest in: -

- 12.3.6.2.1 Any arrears on assessments unpaid or payable as of such date, together with accrued interest thereon;
- 12.3.6.2.2 The share accumulated in the common expenses fund and in any other reserve funds.
- 12.3.6.2.3 The amount of the monthly contributions and the date when such monthly contributions must be paid; and,
- 12.3.6.2.4 The details of the approximate costs of the acquisition of common portions or of other works authorized by the co-owners and for which no contribution has yet been assessed in a budget.

12.3.6.3 Rights of the mortgagees:-

12.3.6.3.1 In addition to the other rights granted to them by the law, by the present declaration or by a deed of loan, and without restricting such rights, the mortgagees of a fraction shall also have the following rights:

In the event of a foreclosure upon a fraction by a first mortgage creditor who has specifically, in a deed, had assigned to him all the rights of a co-owner in the share of common expense funds applicable to such fraction, then this share of the common expense fund shall become the property of this mortgagee, as soon as the latter does legally become proprietor of such fraction.

12.3.6.3.2 The administrators must supply to the mortgagee holding a mortgage on an exclusive portion, a statement of account indicating any amount or monthly contribution, applicable to such fraction, which has not been paid by such co-owner for more than thirty (30) days.

12.3.6.3.3 Furthermore, the administrators must forward to such mortgagee a copy of any notice of default in payment of any amount or monthly contribution applicable to the fraction upon which such mortgagee holds an hypothec.

12.3.6.3.4 Notwithstanding the above stipulations and considering that the administrators dispose of the appropriate legal recourse in order

to ensure the collection of the common expense it is established and agreed that if the first hypothecary creditor becomes proprietor of a fraction due to the application of any clause such as giving in payment clause, resolatory clause, or due to sale by the sheriff, he (the mortgagee) or his successor shall not be responsible then in any way for the arrears of contributions due for such said fraction.

12.3.6.4 The administrators must take the necessary steps to secure the payment of the monthly contributions and of all the other amounts which must be paid to the administrators by each co-owner.

12.3.6.5 The payment by each co-owner of the sums he owes to the administrators is secured by a privilege on his fraction, ranking immediately after the claim of the vendor. Such privilege is preserved by the registration, within sixty (60) days after the debt falls due, of a Notice or Memorial in the form of an Affidavit, indicating the amount of the claims and the designation of the fraction affected by the privilege. Such privilege is extinguished on failure of the administrators to sue the defaulting co-owner within three (3) months of the date of registration, and to call the registrar into the case in order to have him make an entry of the action in the index of

immovables. The administrators are qualified to register such privilege in a valid way and to grant a discharge thereof.

12.3.6.6 The amounts due in virtue of the provisions of these presents, shall bear interest in aid of the co-owners. Such interest is fixed at a rate of  $1\frac{1}{2}\%$  per month, from the date due.

12.3.6.7 In addition to the other rights and privileges provided by the law and by the present declaration, if a co-owner is in default of payment of an assessment levied against him for more than fifteen (15) days, the administrators have the right to bring legal action to secure payment thereof. The cost of this legal action, including the fees of lawyers, judicial and extrajudicial charges, shall be added to the amounts to be paid by such co-owner. By instituting legal action other rights and privileges shall not be waived in any way with the purpose of securing the repayment of these amounts, which can be cumulated at any time.

#### CHAPTER XIII - INSURANCE

13.1 By the Administrators -

The Administrators shall be required to obtain and maintain, to the extent obtainable, the following insurance, in one or more policies:-

13.1.1. Insurance against damage by fire and extended perils and such other insurance as the Administrators may, from time to time deem advisable,

insuring, for its full replacement value, without deduction for depreciation:-

- 13.1.1.1 All the Common Portions; and
- 13.1.1.2 Moveable property acquired by the Administrators on behalf of the co-proprietors, for their common use;
- 13.1.2 Insurance against damage by fire and extended perils, for its full replacement value, without deduction for depreciation, and such other insurance as the Administrators may, from time to time deem advisable, insuring the Exclusive Portions, including all improvements made to the Exclusive Portions by the Declarant, in accordance with its architectural plans and specifications, notwithstanding that some of such improvements may have been made after the registration of this present Declaration, but excluding any improvements made by the owners thereof.
- 13.1.3 Such policy or policies of insurance as required by paragraphs 13.1.1 and 13.1.2 hereof shall insure the interest of the Administrators and the co-owners from time to time, as their respective interests may appear, with mortgagee endorsements, which mortgagee endorsements shall be subject to the provisions hereof; and all such policy or policies of insurance shall contain the following provisions (to the extent obtainable):-

- 13.1.3.1 Waivers of subrogation against the Administrators, the Manager, agents, employees and servants, and co-owners and any member of the household of any co-owner of an Exclusive Portion, except for arson and fraud;
- 13.1.3.2 That such policy or policies of insurance shall not be cancelled or substantially modified without at least forty-five (45) days' prior written notice, to be given to the Administrators and to any mortgagee whose interests appear thereon;
- 13.1.3.3 Waivers of any defence based on co-insurance or invalidity arising from the conduct or any act or omission of any insured, or in breach of any statutory condition by the Administrators or any co-owner;
- 13.1.3.4 That in no event shall coverage hereunder be brought into contribution with any insurance which might be placed by a co-owner or mortgagee;
- 13.1.4 Public liability and property damage insurance the liability of the Administrators and co-owners, with limits to be determined by the Administrators, and without right of subrogation as against the officers, Administrators, the Manager, agents, servants and employees, and as against the co-owners and any member of the household of any co-owner of any Exclusive Portion.

13.2 General Provisions -

13.2.1 Prior to obtaining any renewal of any policy or policies of insurance under Chapter XIII, and also at such other times as the Administrators may deem advisable, the Administrators shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property , for the purpose of determining the amount of insurance to be effected pursuant to Chapter XIII, and the cost of such appraisal shall be a common expense.

13.2.2 When the property is to be repaired, the insurer must repair the property, the whole according to the terms and conditions of these presents, and when the work has been completed the Administrators shall give to the insurer a release for the said work done.

In all other cases, the Administrators shall have the exclusive right on behalf of themselves and as agent for the co-owners, to adjust any loss and settle all claims with respect to all insurance placed by the Administrators, and to give such releases as are required, and any claimant, including the co-owner of a damaged Exclusive Portion shall be bound by such adjustment.

13.2.3 No mortgage may be placed against any fraction unless the mortgagee agrees to waive any contractual or statutory provision giving the

mortgagee the right to have the proceeds of any insurance policy or policies applied on account of the mortgagee, and thereby prevent application of the proceeds of any insurance policy or policies towards the repair of the property, pursuant to the provisions of law and this Declaration. The present clause shall be read without prejudice to the right of any mortgagee to exercise the right of a co-owner to vote or to consent as to whether the property should be repaired, where a vote is required, if the Deed of the Creditor contains a provision giving the mortgagee that right, and, also, without prejudice to the right of any mortgagee to receive the proceeds of any insurance policy, if the property is not repaired.

- 13.2.4 A Certificate of Insurance shall be issued as soon as possible to each owner and mortgagee; renewal certificates, or certificates of new insurance shall be furnished to each co-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 by the Administrators in their office, available for inspection by a co-owner or mortgagee on reasonable notice to the Administrators, unless requested by the first mortgagee on a majority of the Exclusive Portions, in which case the Adminis-

trators will hold a copy only.

- 13.2.5 No insured, other than the Administrators, shall be entitled to amend any policy of policies of insurance obtained and maintained by the Administrators.
- 13.2.6 Notice must be sent by the Administrators to the first mortgage creditor, within ten (10) days of any fire loss or any other damage which will be subject to a claim under the fire insurance policy, stating the nature and the estimated value of the damage provided that prior to such loss or other damage, the existence of such mortgage deed has been signified by the mortgagee unto the Administrator by registered letter.
- 13.3 Disbursement of Insurance Proceeds
- 13.3.1 Insurance Trustee - The Insurance Trustee shall be any first mortgagee holding at least fifty percent (50%) of the first mortgages on all the fractions or any trust company licensed to do business in the Province of Quebec elected by such mortgagee. If no first mortgagee holds at least fifty percent (50%) of the first mortgages on all of the fractions, then the insurance trustee shall be appointed by all the first mortgages, the first mortgagee of each fraction having one (1) vote in the appointment of said insurance trustee. Furthermore, in this latter case, the trustee will be a Trust Company licensed to do business in

the Province of Quebec. If there are mortgages on less than fifty percent (50%) of the units, then the insurance trustee will be appointed by the co-owners of those units being free of mortgage together with the first mortgagees on those fractions subject to same, and in such case, each such co-owner and each such first mortgage will have one (1) vote. If there are no mortgages on any fractions, each co-owner will have a vote as hereinabove set forth.

13.3.2 If the property is not to be repaired, then, on receipt of a certificate issued by the Administrators, certifying the termination of the co-ownership of the immovable, as established under Article 442M of the Civil Code of the Province of Quebec, the whole in conformity with Article 442o of the Civil Code of the Province of Quebec, the Insurer shall pay the proceeds of the insurance claim to the Insurance Trustee, who shall hold the funds in trust for the co-owners and mortgagees of the fractions, in their respective proportions.

13.3.3 If the property is to be repaired, then, on receipt of instructions from the Administrators to that effect, the Insurer will immediately commence to the repair and reconstruction of the damage that has occurred and

shall complete same as soon as possible. The insurer shall perform the work with the same quality, finish, workmanship and material that existed prior to the damage.

13.3.4 If the immoveable must be repaired or rebuilt, and if the insurer refuses to assume his obligations and to effect the repairs and reconstruction work provided in these presents, then, such insurer must pay the proceeds of insurance to the trustee and the latter shall hold these amounts in trust. The administrators shall then proceed to the reconstruction and repair of the damages caused by the disaster and they must make sure that these works are completed as soon as possible; the trustee shall pay the sums to the administrators in proportion as required by the progress of the repair and reconstruction work performed to the satisfaction of the trustee.

13.4.1 Each co-owner of an Exclusive Portion shall be responsible for obtaining and maintaining, to the fullest extent obtainable, his own insurance on any additions or improvements made by the co-owner to his Exclusive Portion, and for furnishings, fixtures, equipment, decorating and personal property and chattels of the co-owner contained in his Exclusive Portion, and his personal property and chattels stored elsewhere on the property, which policy or poli-

cies of insurance shall contain waivers of subrogation against the Administrators, the Manager, agents, employees and servants, and against the other co-owners and any members of their household, or any co-owner of another Exclusive Portion, except for arson and fraud.

- 13.4.2 No co-owner shall obtain and maintain any insurance on his Exclusive Portion, other than in accordance with the provisions of this Chapter XIII, without the consent in writing of the Administrators, which may be arbitrarily withheld.

CHAPTER XIV - INDEMNIFICATION -

- 14.1 Each co-owner shall indemnify the administrators against any losses, costs, expenses, damages, injuries and liabilities whatsoever, caused to the common portions or suffered by the administrators or by another co-owner, by the error of such co-owner, his family or member thereof, an occupant of his exclusive portion, an employee or servant, a guest or a person going to the exclusive portion of such co-owner, the whole except for any losses, costs, expenses, damages, injuries and liabilities caused by an insured (as defined in an insurance policy) covered by an insurance policy signed by the administrators.

Any sums of money to be paid by a co-owner to the administrators pursuant to Paragraph 14.1 of these presents, shall include the collection costs and legal expenses incurred by the administrators in order to collect such sums of money, and these amounts shall bear interest at the rate of ONE AND A HALF PER CENT (1½%) per month. The administrators can also recover these amounts by monthly installments which they determine, as to what monthly installments shall be added to the monthly common expenses of such co-owner on receipt by such co-owner, of a notice from the administrators to this effect. Any amount payable by virtue of Paragraph 14.1 of these presents, shall be considered as a contribution to the common expenses and can be recovered as such.

14.2 The administrators must indemnify the co-owner of an exclusive portion for any loss, cost, expense, damage, injury or liability whatsoever, suffered or assumed by such co-owner, his family or member of his family, an occupant of his exclusive portion, an employee or servant, a guest or any other person going to the exclusive portion of such co-owner, caused by the error of the administrators, managers, attorneys, servants, employees and independent contractors, as well as for all damages to his exclusive portion,

resulting mainly from the maintenance or repair of the common portions by the administrators; the whole on condition that notwithstanding any previous provision, each co-owner shall limit his claim to the proceeds received by the administrators by virtue of the insurance policy covering public liability.

CHAPTER XV - TOTAL OR PARTIAL DESTRUCTION -

DAMAGES -

In case of total or partial destruction of the immoveable, the administrators and the insurers of the co-ownership must obtain as soon as possible at least two (2) tenders fixing the costs of repair or complete reconstruction of the immoveable.

For the purposes of the present Declaration, the "total or partial destruction of the immoveable" means the total or partial destruction of the immoveable without taking into consideration the improvements and additions made by the co-owners to their respective exclusive portions.

For the purposes of the present Declaration and the administration of this project of co-ownership, the word "loss" used in Section (4) of Article 442f of the Civil Code of the Province of Quebec, means loss making necessary the repairs or reconstruction, the cost of which exceeds TEN PER CENT (10%) of the

pre-casualty value of the building. Therefore, Section 4 of Article 442f of the Civil Code of the Province of Quebec does not apply in case of the loss making necessary the repairs or reconstruction, the cost of which is less than 10% of the pre-casualty value of the building.

For the purposes of the present Declaration and the administration of the co-ownership, the words "total or partial destruction" used in Article 442m of the Civil Code of the Province of Quebec, mean total or partial destruction where the cost of repair or reconstruction exceeds 10% of the total pre-casualty value of the building. Therefore, Article 442m of the Civil Code of the Province of Quebec does not apply in case of total or partial destruction of the building where the cost of repair and reconstruction of the building is less than 10% of the total pre-casualty value of the building, then the administrators shall immediately instruct the insurers to proceed to the reconstruction and repairs in conformity with the Chapter INSURANCE of the present Declaration of Co-ownership; the whole without the necessity of the vote of the Meeting of the co-owners being required. Then the insurer must immediately proceed to the repairs and reconstruction.

CHAPTER XVI - TERMINATION OF THE CO-OWNERSHIP -

16.1 In case of the total or partial destruction

of the building and when the cost or repairs and reconstruction exceeds 10% of the total pre-casualty value of the building, according with Chapter XV of these presents, if the decision not to be rebuild is made, then the administrators shall register a notice terminating the co-ownership, and the rights of the co-ownership are liquidated by the distribution of the net proceeds of the sale of the immoveable, of the indemnities received by virtue of insurance policies signed by the administrators, and of the amounts contained in the reserve funds, among the co-owners and mortgagees, according to their interest, the whole in proportion to the value of their respective fractions, less any amount due to the administrators; the whole in conformity with the provisions of Paragraph 16.3 hereunder.

16.2 The co-ownership of the immoveable established by the present Declaration may also be terminated by means of a registered notice which must be signed by all the co-owners and accompanied by the written consent of all holders of privileges or hypothecs, registered against all or part of the immoveable. This notice must be registered in the same manner as the Declaration of Co-ownership.

- 16.3 The provisions of the law relating to the licitation and judicial partition of common property shall apply to the liquidation of the rights of co-ownership from the date of registration of the notice mentioned in Paragraphs 16.1 and 16.2, or from the date of expiry of the delay of 90 days mentioned in Paragraph 16.1 of the present chapter.

CHAPTER XVII - GENERAL PROVISIONS -

17.1 Rights of Entry -

- 17.1.1 The administrators, the insurers of a part of the immovable, their agents or any other person authorized by the administrators shall be entitled to visit the exclusive portions and the parts reserved for the use of a sole co-owner by the present Declaration, at any reasonable hour, upon giving reasonable notice to the concerned co-owner; the whole in order to permit them to inspect on the premises, to adjust losses, to make the necessary repairs, to remedy any condition which violates the provisions of any insurance policy, to correct any condition which might result in damage to the property, or to secure the execution of the duties of the administrators.
- 17.1.2 In case of emergency, the administrators or their authorized agents have free access to the exclusive portions and to the common portions (including the common portions reserved

for the exclusive use of a determined co-owner in order to repair such exclusive and common portions or in order to correct any condition which might result in damages to the immoveable. The Administrators and their authorized agents are entirely free to determine whether an emergency exists; then they can enter without notice.

- 17.1.3 In the absence of a co-owner, the administrators and their authorized agents have free access to his exclusive portions and to the common portions reserved for his exclusive use by the present Declaration, for the purposes provided in Paragraphs 17.1.1 and 17.1.2 hereinabove, without thereby rendering them liable to civil or criminal proceedings, except if they act in a negligent way.
- 17.1.4 Unless provided to the contrary in the present Declaration, the rights and powers granted to the administrators, insurers or their authorized agents, do not impose upon them any obligation or any responsibility for the maintenance of the exclusive or reserved common portions.

17.2 Registration -

All present and future co-owners, tenants and occupants of the exclusive portions, the members of their family, their guests and the persons going to their exclusive portion, must comply with the provisions of the law, of

the present Declaration and of the regulations passed by virtue of the present Declaration of Co-ownership.

The purchase, the entering into a lease or into occupancy of an exclusive portion shall constitute full agreement and acceptance by such co-owner, tenant or occupant as to each provision of the law, of the present Declaration and of the regulations passed by virtue of the present Declaration and each of such provisions shall be deemed to be covenants attached to the property of such exclusive portion, and shall bind any person holding or obtaining any interest or title in such exclusive portion and, each of such provisions are considered to be stipulated in full in each deed of sale, lease or occupation.

17.3

Invalidity -

Each provision of the present Declaration is independent and distinct from the other provisions. The invalidity or inapplicability in whole or in part of any one of the provisions of the present Declaration shall not affect in any manner the validity, application and effect of the other provisions of the Declaration which will continue to be in full force and effect as if the invalid provision had never been stipulated in the Declaration.

17.4 Waiver -

The failure to take action to secure the application of any of the provisions of the law, of the present Declaration or of the regulations passed by virtue of the present Declaration, must not be interpreted as a waiver of such provision or of the right to apply the terms of such provision and this, notwithstanding the number of violations of the said provision.

17.5 Conflicts -

In the event of a conflict between the provisions of the law, of the Declaration or of the regulations passed by virtue of the Declaration, the provisions of the law shall govern; subject to the provisions of the law, the provisions of the Declaration shall govern; subject to the provisions of the law and of the Declaration, the regulations passed by virtue of the Declaration shall govern. The regulations passed by the administrators shall only be valid so long as they are not in conflict with the provisions of the law, of the Declaration and of the regulations passed by the co-owners by virtue of the Declaration.

17.6 Transfer of Property -

The Declaration of Co-ownership must be stipulated in any deed of transfer of property of a fraction, and the purchaser must assume in

the deed all the obligations of the settlor by virtue of the Declaration of Co-ownership. The provisions of the present paragraph apply not only to the transfers regarding property rights, but also to the ones regarding any of its dismemberments, that is the reversion, usufruct and rights of use or of habitation.

17.7 Interpretation -

For purposes of the present Declaration:

The preambles form part of the Declaration and serve to explain the subject and scope thereof. Each provision of the present Declaration or of the regulations passed by virtue of the present Declaration must receive a vast and liberal interpretation which secures the completion of its subject and the execution of its prescriptions according to their true sense, spirit and aims. Regardless of the tense of the verb used in any provision, such provision is considered to be in force at any time and in all circumstances when it is applicable. Each time that it is prescribed that something "will" be done or "must" be done, the obligation to perform it is absolute, but if it is said that something "can" or "may" be done, it is facultative whether to perform it or not. If the delay fixed for the performance of something expires on a holiday, the delay shall be extended until the following day which is not a holiday.

The masculine gender includes the two sexes, unless the context indicates it to the contrary. The singular number is extended to several persons or to several things of the same kind each time that the context permits such extension. The right of appointment to a post or position comprises that of removal from office. The word person comprises corporations, companies, societies and any group of persons, and it applies to heirs and legal representatives, unless the context or the particular circumstances of the case contain an indication to the contrary.

17.8 Special Provisions -

17.8.1 None of the provisions of these presents, nor any co-owner, nor any other person can prevent the Declarant from completing the construction of the exclusive portions and of the common portions, in conformity with the architectural plans and specifications. The Declarant also has the right to sell freely all the fractions. Until all the fractions have been completed and sold, the Declarant can freely use the common portions and, without limiting the generality of the foregoing, the Declarant may use certain exclusive portions as model-apartments, keep offices of administration, construction and sale, display signs on the exterior and on the interior of the immovable and have the immovable visited, the whole without unduly inter-

fering with the rights and enjoyment of the other co-owner.

17.8.2 In order to permit the works of construction and finishing of the immoveable, the Declarant shall have, at any reasonable hour, free access to the exclusive portions he has sold. For these purposes, the Declarant shall also have the free use of the common portions,

17.8.3 For the period preceeding the thirtieth - day of October, Nineteen hundred and eighty-one(1981) the first administrators shall establish and at their sole discretion the amount of the monthly contribution payable by each of the co-owners for the common expenses. The starting date of such contribution shall be the first day of May, 1981. It is understood that such contribution shall be payable by each of the co-owners and the terms co-owners includes THE DECLARANT concerning all the fractions belonging to him.

17.8.4 For purposes of the present Declaration and of the law, it is established that the relative value of each portion is equal to the percentage fixed for this portion in the column "Share (Quote Part) of the Common Portions" of Chapter V of these presents.

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- 17.8.5 It is understood and agreed that the mortgage in favour of the intervenants hereinafter, registered at Montreal under the number 3140669, and affecting the immovable property described thereby, is not and shall not in any way be divided on the fraction of commercial character resulting from the present constitution in co-ownership, and such mortgage as well as the insurance clause, clause of the transfer of rents, giving in payment clause and other clauses of guarantee whatsoever, mentioned in the said deed of loan, do not affect and shall not affect in any way the said fraction of commercial character mentioned and described in Paragraph 2.2.1 hereinabove.
- 17.8.6 Moreover, it is understood and agreed, that the said mortgage created in virtue of the deed registered at Montreal under the number 3140669 will be divided between each exclusive portion (residential units) according to the amounts established in the deeds of Limitation of the said mortgage that will be signed between the Appearer and the mortgagees, and this, notwithstanding article 441j of the Civil Code of the Province of Quebec, the principle of dividing the mortgage as established in the said article 441j does not apply for the mortgage registered at Montreal under the number 3140669.
- 17.8.7 The first administrators shall carry on an operating budget covering the common expenses including a reserve fund, and they shall be responsible of any deficit of the co-ownership existing at the date of

the first annual general meeting. Each co-owner shall have a right of action against the declarant and the guarantors, jointly and severally, to recover any such deficit.

INTERVENTIONS

TO THESE PRESENTS CAME AND INTERVENED:

- A) ISIDORE LANGENAUER, administrator, domiciled at 5740 Rembrandt street, apartment 806, in the City of Côte St-Luc;
- JOE KRAMER, administrator, domiciled at 770 Powell Avenue, in the Town of Mount-Royal; and
- JACOB P. WOLOFSKY, administrator, domiciled at 8252 Guelph Road, in the City of Côte St-Luc;
- WHO, after having taken cognizance of paragraphs 10.2 and 17.8.7 of these presents, declare to be satisfied, and bind themselves jointly and severally with the Declarant, MANOIR MONTPELLIER LTEE, to pay any operating deficit of the co-ownership existing at the date of the first annual general meeting, the whole as mentioned in said article 17.8.7.

The Declarant and the said Isidore Langenauer, Joe Kramer and Jacob P. Wolofsky waiving the benefits of division and discussion, and moreover they declare that they shall be responsible of the guarantee hereinabove mentioned at the previous paragraph.

- B) LA CAISSE POPULAIRE DESJARDINS DE SAINT-LAURENT, society ruled by the Savings and Credit Union Act, having its principal place of business at 1460

de l'Eglise street, in the City of Saint-Laurent, hereinacting and represented by its General Manager, JEAN-GUY ROBITAILLE, duly authorized to these presents in virtue of a resolution of its Board of Directors adopted at a meeting held on June 20th, 1979, a copy of which remains hereunto annexed after having been acknowledged as true and signed NE VARIETUR by the said representative with and in the presence of the undersigned Notary;

LA CAISSE POPULAIRE DE VILLE EMARD, society ruled by the Savings and Credit Union Act, having its principal place of business at 6000 Monk Boulevard, in Ville Emard, hereinacting and represented by its General Manager, CLAUDE BONIN, duly authorized to these presents in virtue of a resolution of its Board of Directors adopted at a meeting held on September 11th, 1978, a copy of which remains hereunto annexed after having been acknowledged as true and signed NE VARIETUR by the said representative with and in the presence of the undersigned Notary;

LA CAISSE POPULAIRE ST-JEAN BERCHMANS, society ruled by the Savings and Credit Union Act, having its principal place of business at 2050 Rosemont boulevard, in the City of Montreal, hereinacting and represented by its General Manager, JEAN BERARD, duly authorized to these presents in virtue of a resolution of its Board of Directors adopted at a meeting held on May 9th, 1978, a copy of which remains hereunto annexed after having been acknowledged as

true and signed NE VARIETUR by the said representative with and in the presence of the undersigned notary;

LA CAISSE POPULAIRE NOTRE-DAME DES VICTOIRES, society ruled by the Savings and Credit Union Act, having its principal place of business at 5790 Pierre-de-Coubertin Avenue, in the City of Montreal, hereinacting and represented by its General Manager, YVON ROBERGE, duly authorized to these presents in virtue of a resolution of its Board of Directors adopted at a meeting held on April 14th, 1981, a copy of which remains hereunto annexed after having been acknowledged as true and signed NE VARIETUR by the said representative with and in the presence of the undersigned notary;

LA CAISSE POPULAIRE DE LA NATIVITE D'HOCHELAGA, society ruled by the Savings and Credit Union Act, having its principal place of business at 3250 Ontario street east, in the City of Montreal, hereinacting and represented by its General Manager, MARCEL VALIQUETTE, duly authorized to these presents in virtue of a resolution of its Board of Directors adopted at a meeting held on April 14th, 1981, a copy of which remains hereunto annexed after having been acknowledged as true and signed NE VARIETUR by the said representative with and in the presence of the undersigned notary;

WHO declare to be the first ranking mortgage creditor against the immoveable affected by these

presents in virtue of a deed of loan passed before Mtre Germain Leduc, notary, on January 13th, 1981, registered at Montreal under the number 3140669.

BY THESE PRESENTS, the mortgagees acknowledge to have taken cognizance of the present Declaration of Co-ownership, and do consent to it, and to its registration against the immoveable described hereinabove.

WHEREOF ACTE DONE AND PASSED, in the City of Saint-Laurent, under the number twelve thousand one hundred and twenty-one of the minutes of the undersigned Notary.

AND AFTER DUE READING HEREOF, the parties and the intervenants have signed with and in the presence of the undersigned Notary.

(SIGNED) J. KRAMER  
( " ) I. LANGENAUER  
( " ) I. LANGENAUER  
( " ) JACOB P. WOLOFSKY  
( " ) C. BONIN  
( " ) J.G. ROBITAILLE  
( " ) MARCEL VALIQUETTE  
( " ) JEAN BERARD  
( " ) YVON ROBERGE  
( " ) GERMAIN LEDUC, notary.

TRANSLATION

12,212

May 1st, 1981.

DECLARATION OF CO-OWNERSHIP

by

MANOIR MONTEPELLIER LTEE

Lot 2668 Parish of St-Laurent - Phase 4 -  
720 Montpellier boulevard,  
Saint-Laurent.

Registered at Montreal,  
on May 6th, 1981,  
under the No. 3169282.

Mtre GERMAIN LEDUC, notary

**Leduc, Grou & Leduc**

**Notaires - Notaries**

842 Ste-Croix, St-Laurent, H4L 3Y4

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