

Form 28
Cover Page for Plans Affecting Registered Parcels
Land Registration Act, S.N.S. 2001, c. 6

Plan #
8299 7108

46.

Registration district: Halifax Regional Municipality
Registrant user number: 3554
Submitter's name/firm: Diana Metlege / Iosipescu Whitehead & Metlege

Municipal file number or land registration file number (*insert file number used when PIDs were originally assigned during pre-approval*): _____

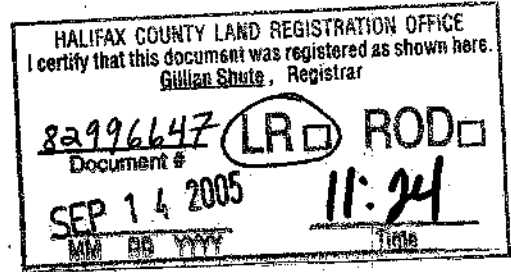
In the matter of (*select one*)

a plan filed under the *Land Registration Act*; or

The recording of the following non-enabling instrument :

- boundary line agreement
- instrument of subdivision
- statutory declaration regarding *de facto* consolidation
- condominium declaration
- initial condominium bylaws
- repeal of subdivision
- other (*specify*) _____

P.P.



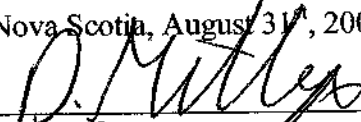
And in the matter of registered owner (*insert name*) _____ :

Take notice that the attached plan/document relates to the following parcels registered under the *Land Registration Act*:

Parent parcels	New parcels
PID: 41112715	PID:
PID:	PID:
(<i>Expand box for additional PIDs.</i>)	(<i>Expand box for additional PIDs.</i>)

Note: An amending Parcel Description Certification Application is required.

Dated at Halifax, in the County of Halifax, Province of Nova Scotia, August 31, 2005.



 Signature of agent
 Name: Diana Metlege
 Address: Suite 900, 5991 Spring Garden Road, Halifax, Nova Scotia
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Halifax County Condominium Corporation No. 276

FALCON RIDGE CONDOMINIUMS

RE: Block APT 1, Rutledge Street

Declarant: Falconridge Properties Limited

Prepared By: **Diana Metlege**
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Suite 900, 5991 Spring Garden Road
Halifax Professional Centre
Halifax, Nova Scotia
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DECLARATION

HALIFAX COUNTY CONDOMINIUM CORPORATION NUMBER 276

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DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

REVISED STATUTES OF NOVA SCOTIA, 1989, Chapter 85 as amended FOR
HALIFAX COUNTY
CONDOMINIUM CORPORATION NO. 276

THIS DECLARATION (the "Declaration") made pursuant to the Condominium Act, Revised Statutes of Nova Scotia, 1989, Chapter 85, as amended, and the Regulations made thereunder (all of which are hereinafter referred to as the "Act"), by:

FALCONRIDGE PROPERTIES LIMITED, a company incorporated and registered to do business pursuant to the laws of the Province of Nova Scotia, having its head office in Halifax, in the Province of Nova Scotia (the "Declarant").

WHEREAS

(a) The Declarant is the owner of the freehold estate in the lands and premises situate at 277 Rutledge Street, Bedford, Nova Scotia, and known as Block APT 1, and more particularly described in Schedule "A" hereto annexed, and in the Description filed herewith in accordance with Section 12 of the Condominium Act;

(b) The Declarant intends that the said lands together with the building constructed thereon containing thirty-six (36) dwelling Units shall be governed by the Act;

(c) The Declarant is desirous of establishing for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof certain easements and rights in, over and upon the Property, and certain mutually beneficial restrictions and obligations with respect to the Property and the use, conduct and maintenance thereof;

(d) The Declarant desires and intends that the several owners, Mortgagees, occupants and other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of and shall hold their interest together with and subject to the rights, easements, privileges and restrictions hereinafter set forth, and as provided by the Act, Declaration, By-Laws and the Common Element Rules hereinafter referred to, all of which are declared to be in furtherance of a plan to promote and protect the aspects of the Property which require cooperation and are established for the purpose of enhancing and protecting the value, desirability and attractiveness thereof;

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

1.00 DEFINITIONS

1.01 Definitions – the following terms used herein have the meanings set out below, unless the context otherwise requires:

- (a) "Common Elements" means all the property except the Units;
- (b) "Corporation" means the Corporation created under the Act by the acceptance for registration of this Declaration, the Description and the By-laws;
- (c) "Description" means the Description submitted for registration herewith by the Declarant under Section 12 of the Act.
- (d) "Land" means the freehold land described in the Description;
- (e) "Termination" means the termination of the Government of the property by the Act and includes termination as a result of damages;
- (f) "Unit" means the part or parts of the land included in the Description and designated as a unit by the Description and comprises the space enclosed by its boundaries and all the material parts of the land within this space in accordance with the Declaration and Description;
- (g) Any other words and phrases used herein which are defined in the Act have the meaning given to them by the Act.

1.02 Statement of Intention

The Declarant intends that the land and building (the "property") referred to in the Recitals be governed by the Act and any amendments thereto. The Act, the provisions of this Declaration, the Description, the By-laws and the Common Element Rules are imposed upon the property for the benefit of all of the Units and all persons interested therein from time to time.

1.03 Consent of Encumbrancers

The consent of all persons having registered encumbrances against the land or interests appurtenant to the land described in the Description is contained in Schedule "B" attached to this Declaration.

1.04 Boundaries of Units

Each residential unit shall comprise the area bounded:

- (a) Horizontally:

On all levels, by the exterior surfaces of the drywall sheeting on the walls and the extensions of the planes of such surfaces across windows, doors and other openings.

(b) Vertically:

On all levels, by the lower surface of the wooden subfloor or upper surface of the concrete floor slab as the case may be and on the ceiling by the upper surface of the drywall sheeting or the upper surface of the sprayed texture applied to the lower surface of the concrete slab as the case may be.

Notwithstanding the foregoing, the Unit shall not include:

- (a) any load-bearing walls, columns or beams within the boundaries of the Unit;
- (b) such pipes, wires, cables, conduits, ducts, flues, shafts, public utility lines and other horizontal or vertical service facilities which are used for the distribution of power, water, drainage and other services within the building and that are within the boundaries of the Unit and the air exchanger ventilation ducts within the boundaries of the unit which service the unit only; but the Unit shall include the fixtures, outlets and other facilities with respect to such service facilities which are within the boundaries of the Unit and which service the Unit only.

1.05 Monuments

The monuments controlling the extent of Units are fully described in the Description and all dimensions shall have reference to them.

1.06 Proportions of the Common Interests

Each owner shall have an undivided interest in the Common Elements as a tenant-in-common with the other owners of all Units; the proportions of the common interest are the percentages allocated to each Unit as set out in Schedule "C" attached hereto.

1.07 Contributions to the Common Expenses

Each owner shall contribute to the common expenses in the proportions identical to the percentages allocated to each Unit as set out in Schedule "C" attached hereto.

1.08 Voting Rights

Each owner shall have voting rights in the Corporation in the proportions identical to the percentages allocated to each Unit as set out in Schedule "C" attached hereto.

1.09 Arbitration

Subject to section 33 of the Act, in the event that any disagreement arises between the Unit owners regarding any matter on which the Condominium Act applies, excepting the termination of the governance of the property by the Condominium Act, then the matter may be referred to arbitration according to the terms set out in section 33 of the Act and the Arbitration Act. This provision shall apply to all matters for which Arbitration is required under the Condominium Act as amended.

2.00 COMMON EXPENSES

2.01 Specification of Common Expenses

"Common Expenses" mean the expenses of the performance of the objects and duties of the Corporation, and without limiting the generality of the foregoing, include the following:

- (a) the maintenance, repair, replacement and operation of the Common Elements;
- (b) the cost of electricity, cold water, heating, fuel and all other utilities and services purchased by the Corporation for use in the Common Elements;
- (c) the cost of heating and fuel purchased by the Corporation for heating the Units and hot water;
- (d) the remuneration payable by the Corporation to any employees deemed necessary for the operation and maintenance of the property including the payment of any remuneration payable pursuant to any management agreement which the Corporation may enter into;
- (e) the cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof;
- (f) the cost of legal, accounting and auditing services, premiums for the Corporation's insurance obligations, appraisals, fees and disbursements of an Insurance Trustee, fidelity bonds, the cost of carrying out the reserve fund study and the costs of carrying out any other objects and duties imposed by the Act, this Declaration and the By-laws of the Corporation and its Board of Directors;
- (g) the cost of borrowing money to carry out the objects and duties of the Corporation;
- (h) all sums of money assessed by the Corporation for collection from the owners to be set aside in such separate fund or funds as may be provided for by the By-laws of the Corporation, and to be applied, from time to time in whole or in part in the absolute discretion of the Corporation, towards meeting deficits and such other common purposes, or to be used or expended for major maintenance items, which occur less frequently than annually, and for major items of repair or replacement made necessary by damage, deterioration or obsolescence, as the Corporation may deem necessary or desirable in order to carry out the objects and duties of the Corporation; and

2.02 Payment of Common Expenses

Each owner, including the Declarant, shall pay to the Corporation or to its nominee its proportionate share of the common expenses as stipulated by Schedule "C", which shall include payments towards any separate fund or funds, as may be provided for the By-Laws of the Corporation, and the assessment and collection of contributions towards the common expenses may be regulated by the Board of Directors of the Corporation pursuant to the By-laws of the Corporation.

3.00 COMMON ELEMENTS

3.01 Use of Common Elements

Subject to the provisions of the Act, this Declaration, the By-laws, and the Common Element Rules and any other rules and regulations passed thereto, each Owner has full use, occupancy and enjoyment of the whole or any part of the Common Elements, except as herein otherwise provided.

3.02 Limited Common Elements

Subject to the provisions of the Act, this Declaration, the By-laws and the rules and regulations passed thereto:

- (a) Each owner is entitled to the exclusive use and possession of the inner surface of the glass windows to which his Unit has sole access and the interior side of the exterior doors which provide the means of ingress to and egress from his Unit;
- (b) Each owner is entitled to the exclusive use and possession of the balconies or patios to which his Unit has sole access;
- (c) Each of the Units shall have exclusive use of one indoor parking space. Additional outdoor parking spaces will be designated and allocated from time to time by the Board of Directors. A Unit owner, upon requesting and being allocated such additional outdoor parking spaces as may from time to time be available, may pay a rental to the Corporation or to such other person, firm or corporation to whom the Board of Directors has authorized the management, operation and control of the said parking spaces. The Corporation shall be permitted in its discretion to fix rental payments referred to herein or to suspend or cancel the same from time to time.
- (d) Each of the Units shall have the exclusive use of at least one storage space.
- (e) The parking space and storage space for each unit is designated on the survey plan with the prefix "P" followed by the parking space number, and the prefix "S" followed by the storage space number. A table of concordance referring to the indoor parking space number and storage space number corresponding to the level number, unit number and suite number is attached hereto as Schedule "D".

3.03 Restrictive Access

Without the consent in writing of the Board, no Owner, other than the Declarant, its successors and assigns, shall have any right of access to those parts of the common elements used from time to time as a dwelling for any building superintendent, guest suite, utilities area, building maintenance areas, storage areas, manager's offices, operating machinery or any other parts of the Common Elements used for the care, maintenance or operation of the Property. This paragraph shall not apply to the Building Manager who shall have such access to such Common Elements as the Manager may require.

4.00 UNITS

4.01 Occupation and Use

The occupation and use of the Units shall be in accordance with the following restrictions and stipulations:

- (a) Each Unit shall be occupied and used only as a residence for a single family and for no other purpose;
- (b) Nothing shall be done, or permitted to be done or brought into, or kept in a Unit that will in any way increase the rate of fire insurance on the property or on any part thereof, or on chattels kept within any Unit;
- (c) No Unit shall be occupied or used by anyone in such a manner as to result in the cancellation of any policy of insurance referred to in this Declaration;
- (d) The owner of each Unit, and all residents and visitors to his Unit, shall comply with the Act, this Declaration, the By-laws, and the Common Element Rules;
- (e) Prior to making any alterations or repairs to his Unit, the owner shall submit his plans to the Board of Directors of the Corporation in accordance with the By-laws for approval; and the Board shall approve the plans unless the proposed alterations or repairs or the manner of carrying them out are likely to damage or impair the value of any other Unit or the Common Elements;
- (f) The occupation and use of each Unit shall be subject in all respects to the terms and provisions of any mortgage financing on the property until such time as such mortgage is paid in full and discharged;
- (g) Nothing herein contained shall prevent, and no by-law or house rule shall be made to prevent the Declarant, until all of the Units have been sold for the first time by it, from completing the buildings and all improvements to the property, remedying defects, maintaining Units as models for display and sales purposes, and otherwise marketing units and maintaining marketing and or construction offices, displays and signs relating to the property, provided that they are in accordance with any applicable by-laws of the municipality in which the property is situate.

(h) Not more than four (4) persons shall occupy or visit any part of a unit under circumstances where such person or persons are being charged for occupation or board, or otherwise, and at no time shall such charges be levied on a commercial or profit making basis, but this provision shall not prevent the leasing of the whole of such unit. A request may be made by the Board of Directors, at any time, as to the number and names of all occupants of any unit;

4.02 Restrictions on Leasing

(a) No owner shall lease his Unit unless he causes the tenant to execute and deliver an undertaking signed by the tenant under seal, to the following effect;

"I, _____, undertake that I, the members of my household and my guests from time to time, will, in using the Unit rented by me and the Common Elements, comply with the Residential Tenancies Act and the Condominium Act, the Declaration, and By-laws, including Common Element Rules, and all other rules and directions of the Condominium Corporation during the term of my tenancy."

(b) Subject to clause 4.02(a) herein, the entering into occupancy of any Unit by an occupant with the consent of the Owner shall constitute an Agreement that the provisions of the Condominium Act and Regulations, the Declaration, the By-Laws including Common Element Rules and all other rules and directions of the Condominium Corporation are accepted and ratified by such occupant.

(c) Any owner leasing his Unit shall not be relieved thereby from any of his obligations with respect to the Unit, which shall be joint and several with his tenant, and will notify the Corporation of the name of the tenant or tenants.

(d) No tenant shall be liable for the payment of Common Expenses unless notified by the corporation that the owner is in default of payment of Common Expenses, in which case the tenant shall deduct from the rent payable to the owner the owner's share of the Common Expenses and shall pay the same to the Corporation.

5.00 BY-LAWS

5.01 The Corporation may, by a vote of members who own Sixty percent (60%) of the Common Elements, make by-laws:

- (a) governing the management of the property;
- (b) governing the use of the Units or any of them for the purpose of preventing unreasonable interference with the use and enjoyment of the Common Elements and other Units;
- (c) governing the use of the Common Elements;
- (d) regulating the maintenance of the Units and Common Elements;
- (e) governing the use and management of the assets of the Corporation;

- (f) respecting the Board of Directors of the Corporation
- (g) specifying duties of the Corporation;
- (h) regulating the assessment and collection of contributions towards Common Expenses;
- (i) respecting the conduct generally of the affairs of the Corporation.

6.00 MODIFICATIONS OF COMMON ELEMENTS AND ASSETS

- 6.01** A vote of unit owners representing 80% of the common elements is required to make any substantial addition, alteration or improvement to or renovation of the common elements or to make any substantial change in the assets of the corporation.
- 6.02** The determination whether any addition, alteration or improvement to or renovation of the Common elements or any change in the assets of the Corporation is "substantial" shall be made by an affirmative vote of the members who own fifty-one percent (51%) of the Common Elements.

7.00 MAINTENANCE AND REPAIRS

7.01 Maintenance and Repairs of Units by the Owner

(a) each Owner shall maintain his Unit, and, subject to the provisions of this Declaration and the By-Laws, repair his Unit after damage, including without limiting the generality of the foregoing, repair of all improvements made by the Declarant in accordance with the Architectural plans and specifications, notwithstanding that some of such improvements may have been made after the registration of this Declaration, at his own expense, with the intent that such Owner will restore his Unit to a state of repair at least equivalent to its condition at the time it was originally completed for sale by the Declarant.

(b) each Owner shall be responsible for all damages to any and all other Units and to the Common Elements, which are caused by the failure of the Owner to so maintain and repair his Unit, save and except for any such damages to the Common Elements for which the cost of repairing same may be recovered under any policy or policies of insurance held by the Corporation.

(c) the Corporation shall make any repairs that an Owner is obligated to make and which are not made within a reasonable time, and in such an event, an Owner shall be deemed to have consented to having such repairs made by the Corporation; and such Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, taxed as between solicitor and client, and all sums of money shall bear interest at such rate as the Board of Directors shall decide upon (not exceeding 2% per annum above the prime rate charged by the Corporation's bankers from time to time). The Corporation may collect all such

sums of money in such installments as the Board of Directors may decide upon, which installments shall be added to the monthly contribution towards the Common Expenses of such Owner, after receipt of a notice from the Corporation thereof. All such payments are deemed to be additional contributions towards the Common Expenses and recoverable as such.

(d) In the event that a Unit contains hardwood flooring, the Unit owner shall be responsible to maintain the hardwood underlay under the flooring in the unit and in the event of the replacement of floor coverings, shall ensure the maintenance of replacement of the hardwood underlay being a sound barrier against noise.

7.02 Repairs to Common Elements and Parking Spaces by the Corporation

The Corporation shall repair the Common Elements after damage, including the repair and replacement of all exterior doors providing ingress to and egress from all units at its own expense.

7.03 Maintenance of the Common Elements

The Corporation shall maintain the Common Elements save and except for any improvements made by an Owner to the limited Common Elements appurtenant to his Unit, the inner surface of the exterior glass windows to which a Unit has sole access, the interior side of the exterior doors which provide means of ingress to or egress from a Unit, which excluded portions of the Common Elements shall be maintained by the Owner having the exclusive use and possession thereof pursuant to this Declaration; the maintenance by an Owner of such excluded portions of the Common Elements shall be in accordance with any directions and specifications set from time to time by the Board of Directors of the Corporation.

7.04 Additions, Alterations or Improvements by Owners

No Owner shall make any structural change in or to his Unit or any change to an installation upon the Common Elements, or maintain, decorate or repair any of the Common Elements (except for the repair and maintenance of such portions of the Common Elements which the owner having the exclusive use and possession thereof is obligated to maintain pursuant to Clause 7.03 of this Section 7) without the prior consent in writing of the Board of Directors of the Corporation.

Any change shall, if approved by the Board, be made in accordance with the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances and in accordance with the conditions, if any, of such approval, by the Board of Directors.

8.00 DAMAGE

8.01 Procedure Where Damage Occurs

Where there has been a determination by the Board of Directors that there has been substantial damage to the extent that the cost of repairs would be at least twenty-five per cent (25%) of the value of the building immediately prior to the occurrence, notice of such determination shall, within ten days thereof, be given by the Corporation by registered mail to the Owners and Mortgagees entered in the register kept for such purpose, addressed to the Owner and Mortgagee(s) at the address set out in the said Register in accordance with the provisions of the by-laws of the Corporation, and together with such notice there shall be notice to the Owners and Mortgagees of a meeting called for the purpose of voting for repair or termination of the Condominium.

8.02 Repair After Damages

(a) In the event of a vote for repair by members who own eighty percent (80%) of the Common Elements, the Corporation shall repair the Units and Common Elements in accordance with the architectural plans and specifications and certificate contained in the Description, with the following provisos:

(i) the obligation of the Corporation to repair after damage hereunder, extends to all improvements made to the Units by the Declarant in accordance with the architectural plans and specifications, notwithstanding that some of such improvements may have been made after registration of this Declaration and the Description, but does not include repair of any improvements made to the Unit by the Declarant for the Owner thereof, which are not included in the architectural plans and specifications of the Declarant; and

(ii) the obligation of the Corporation to repair the Units after damage shall be limited to repair in respect of all risks which are insured or insurable under any available policy or policies of insurance;

(iii) each Unit owner shall repair his Unit after damage in respect of all risks which are not insured or insurable under any available policy or policies of insurance.

(b) In the event that the Board of Directors shall determine that there has not been substantial damage, as defined in clause 8.01 hereof, then the Corporation and such Owners whose Units have been damaged shall repair in accordance with the provisions of Clauses 7.01 and 7.02 of this Declaration.

8.03 Plans and Specifications

A complete set of all the original architectural and structural plans and specifications for the building, including plans and specifications for any additions, alterations or improvements from time to time made to the Common Elements or to any Unit with the prior consent in writing of the Board of Directors, shall be maintained in the office of the Corporation at all times for the use of the Corporation in rebuilding or repairing any damage to the building, and for the use of any Owner and Mortgagee.

9.00 INSURANCE

9.01 By the Corporation

(1) The Corporation shall be required to obtain and maintain, to the extent obtainable, the following insurance, in one or more policies:

(a) Insurance against damage by fire and extended perils and such other perils as the Board of Directors may from time to time deem advisable insuring:

(i) the property, excluding the Units; and

(ii) personal property owned by the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the Owners;

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

(b) Insurance against damage by fire and extended perils and such other perils as the Board of Directors may from time to time deem advisable, insuring the Units including all improvements made to the Units by the Declarant in accordance with its architectural plans and specifications, notwithstanding that some of such improvements may have been made after registration of the Declaration and the description, but excluding any improvements made by the Owners thereof, in an amount equal to the full replacement cost of such Units without deduction for depreciation;

(c) Public liability and property damage insurance insuring the liability of the Corporation with limits to be determined by the Board of Directors, but in no event for less than One Million Dollars (\$1,000,000.00) and without right of subrogating as against the Corporation, its Manager, agents, servants, and employees, and as against the owners, and any members of the household or guests or any owner or occupant of a Unit, except for arson and fraud; and;

(d) Boiler and machinery insurance to the extent required as the Board of Directors may from time to time deem advisable.

(e) Errors and omission insurance to provide insurance protection for the members of the Board of Directors.

(2) Such policy or policies of insurance as required by paragraphs (a) and (b) of subsection (1) hereof, shall insure the interests of the Corporation and the 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:

(a) That loss shall be payable to the Corporation;

(b) waivers of subrogation against the Corporation, its manager, agents, employees and servants and owners and any member of the household or any owner or occupant of a-Unit, except for arson and fraud;

(c) that such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty days' prior written notice to all parties whose interests appear thereon, and to an Insurance Trustee if one has been retained.

(d) waivers of any defence based on co-insurance or of invalidity arising from the conduct or any act or omission of any insured;

(e) all policies of insurance (insuring the liability of the Condominium Corporation) shall provide that the same shall be primary insurance in respect of any other insurance carried by the Unit owner;

(f) a waiver of the insurer's and/or insurers' option to repair, rebuild, or replace in the event that after damage, the government of the property by the Act is terminated pursuant to Clause 8.01 hereof.

9.02 General Provisions

(a) Prior to obtaining any policy or policies of insurance under Clause 9.01 of the Section 9.00, or any renewal or renewals thereof, the Board may, at its discretion, or shall at the request of a majority of Unit Owners, 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 clause 9.01 of this Section 9.00 and the cost of such appraisal shall be a common expense.

(b) The Corporation, its Board of Directors, and its Officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle all claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged Unit, shall be bound by such adjustment; provided, however, that the Board of Directors may in writing, authorize an owner to adjust any loss to his Unit with an Insurer.

(c) No mortgage may be placed against any unit unless the mortgagee agrees to waive any contractual or statutory provision giving the mortgagee the right to have proceeds of any insurance policy or policies applied on account of the mortgage and thereby prevent application of the proceeds of any insurance policy or policies towards the repair of the property pursuant to the provisions of this Declaration. This paragraph (c) shall be read without prejudice to the right of any mortgagee in possession to exercise the right of an owner to vote or to consent, if the mortgage itself contains a provision giving the mortgagee that right, and also to the right of any mortgagee to receive the proceeds of any insurance policy, if the property is not repaired;

(d) A certificate of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner and mortgagee; renewal certificates or certificates of new insurance policies shall be furnished to each owner and mortgagee not later than ten days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the

Corporation in its offices available for inspection by an owner or mortgagee on reasonable notice to the Corporation;

(e) No insured, other than the Corporation shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in this Declaration.

(f) Where the Corporation, receives any proceeds of insurance pursuant to sub-paragraph (a) of paragraph (2) of Clause 9.01 of this Section 9, the proportion of such proceeds attributable to damage to any Unit or Units shall be held in trust for the Owner or Owners of such Unit or Units and, at the discretion of the Board of Directors, may be applied by the Corporation to the repair of such Unit or Units or may be paid to such Owner or Owners subject at all times to the interest, if any, of the Mortgagee.

(g) Where any insurance proceeds have been paid to an Owner for the purpose of effecting repairs to his Unit, then such Owner shall effect such repairs within two months of such payment or within such further period of time as the Board of Directors of the Corporation may permit in writing, and he shall furnish the Corporation with evidence that such repairs have been completed in accordance with Section 7 of this Declaration.

9.03 By the Owner

(a) Each Unit owner may obtain and maintain his own insurance on any additions or improvements made by the Owner to his Unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained in his Unit and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for the loss of use and occupancy of his Unit in the event of damage, which policy or policies of insurance shall contain waivers of subrogation against the Corporation, its manager, agents, employees and servants, and against the other owners and any members of their household.

(b) Each owner may obtain and maintain his own public liability insurance covering any liability of the owner with regard to the property and his Unit pursuant to this Declaration to the extent not covered by any public liability and property damage insurance obtained by the Corporation.

(c) At the request of the Board of Directors, each owner shall file a certified copy of any policy or policies of insurance obtained and maintained by him pursuant to this clause 9.03 with the Corporation within ten days of such request.

10.00 INDEMNIFICATION

10.01 Indemnity By Owner

Each owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by any act or omission of such owner, his family or any member thereof, any other occupants of his Unit or any guests, invitees or licensees of such owner or occupant to or with respect of the Common Elements and/or all other Units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation.

Any sums of money to be paid by an owner to the Corporation pursuant to this clause 10.01 of Section 10 shall include any legal or collection costs as between solicitor and client incurred by the Corporation in order to collect such sums of money. And all such sums of money shall bear interest at the rate of interest as the Board of Directors in their consideration may decide upon. The Corporation may collect such sums of money in such installments as the Board of Directors may decide upon, which installments shall be added to the monthly contribution towards the common-expenses of such Owner, after receipt of notice from the Corporation thereof. All payments pursuant to this clause 10.01 are deemed to be additional contributions towards the Common Expenses and are recoverable as such.

10.02 Indemnity by Corporation

The Corporation shall indemnify and save harmless the Owner of each Unit from and against any loss, costs, damages, injury or liability whatsoever which may be suffered or incurred by each Owner, his family or any member thereof, any other occupants of his Unit or any guests, invitees or licensees of such owner or occupants, resulting from or caused by the negligence or wrongful act or omission of the Corporation, its manager, agents, servants, employees or independent contractors, or for damage done to the Unit substantially resulting from the repair or maintenance by the Corporation of the Common Elements; provided that, notwithstanding anything hereinbefore contained, such owner agrees to look solely to the proceeds received from the Insurer or Insurers of the public liability and property damage insurance of the Corporation in the event of such loss costs, damage, injury or liability.

11.00 TERMINATION OR SALE

11.01 Termination of Voting Requirement

Termination of the property as a condominium corporation shall only take place after a vote of owners who own one hundred percent (100%) of the common elements are taken in favor of the termination.

11.02 Management after Termination

In the event a termination of the government of the property by the Act is authorized, then the Board of Directors of the Corporation may authorize any procedures, rules and regulations and any other matters deemed necessary to complete such sale or termination and to manage the property pending such completion.

11.03 Sale of the Property and the Common Elements

A vote of unit owners representing 80% of the Common Elements and consent of the persons having registered claims against the property or any part of the common elements, as the case may be, created after the acceptance for registration of the declaration and description, is required for the sale of the property or any part of the common elements.

12.00 EXPROPRIATION

12.01 Expropriation in Whole of the Property

If the whole of the property is expropriated, the claim for compensation shall be negotiated and settled by the Board of Directors, whether or not proceedings are necessary. The compensation received from the expropriating authority, less expenses incurred in obtaining compensation, if any, shall be distributed among the owners in proportion to their respective interests in the Common Elements.

Notwithstanding the above provisions in this clause 12.01, the rights of each owner shall be separate to negotiate and settle his personal compensation for additions, alterations or improvements made by the owner to his Unit after registration of this Declaration, the cost of moving and other similar items personal to each owner.

12.02 Part of Common Elements Only Taken

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

- (a) to distribute the compensation among the owners and Mortgagees in proportion to their respective interests in the Common Elements, as set out in Schedule "C", or
- (b) to retain the compensation as an asset of the Corporation, or
- (c) to use the compensation to add to, change or alter the Common Elements, or
- (d) where the part of the Common Elements expropriated includes Common Elements, the exclusive use of which is annexed to one or more specified Units by virtue of this Declaration, the Board of Directors may deal with the compensation received in respect of such exclusive use Common Element by distributing such compensation among the owners or any Mortgagees as their respective interests

appear whose exclusive use Common Elements have been taken, or by applying such compensation to the replacement of such exclusive-use Common Elements.

12.03 Partial Expropriation Including Units

In the event of a partial expropriation which includes some Units, each owner whose Unit is expropriated shall deal with the expropriating authority with regard to compensation relating to his Unit and interest in the Common Elements. The compensation for any damage suffered by the remaining owners whose Units are not expropriated shall be negotiated and settled by the Board of Directors of the Corporation, whether or not proceedings are necessary; and the compensation so received from the expropriating authority, less expenses involved, if any, in obtaining such compensation, shall be distributed proportionately among such remaining owners, or the Mortgagees as their respective interests appear except as required in connection with the restoration of the balance of the property.

The cost of restoring the balance of the property so that it may be used shall be determined by the Corporation, and the Corporation shall negotiate with the expropriating authority with regard to compensation for this expenditure, and shall, unless the government of the property by the Act is terminated within thirty (30) days of the receipt of such compensation, reconstruct using the funds received for such reconstruction.

12.04 Reconstitution of Scheme of Condominium After Reconstruction

In the event of reconstruction as provided in clause 8.02 of Section 8 hereof or 12.03 of Section 12 hereof, all of the owners and other persons having an interest in or encumbrance against any part of the property agree to do everything necessary and sign such documents and so vote on all occasions as may be necessary to reconstitute the scheme of the condominium property as follows;

(a) Payment for Shares of Assets of the Corporation

Any owners whose Units have been wholly taken or rendered completely unusable shall have no further interest in the Common Elements or the property itself but shall be entitled only to receive the value of their share of the assets of the Corporation as determined by their percentage interest in the Common Elements. Said assets are to be valued at book value, and in this respect any asset shall be deemed to have a book value of cost less the maximum allowable depreciation that would be allowed on such asset under the Income Tax Act (Canada) then in force.

(b) Determination of value of remaining portion

The value of the portion of any Unit partially expropriated or rendered partially unusable by the expropriation and/or reconstruction, together with the interest in the Common Elements of such partial Unit shall be determined, and if it cannot be determined, shall be arbitrated. The owners of portions so taken shall receive the appropriate portion of the payment provided by paragraph (a) of this clause 12.04.

(c) Reduction of Interest in Common Elements

The percentage contribution towards common expenses and the percentage interest in the Common Elements of all Unit and portions of Units that are taken by the expropriating authority shall thereafter be dissolved and ended.

(d) Remaining Interests Expanded

The remaining interests in the Common Elements and the percentage obligation towards common expenses shall be determined by calculating this percentage as a percentage of the total percentages left in the property after its reconstruction, and shall be increased accordingly.

13.00 DIRECTOR PROVISIONS

13.01 Number

The affairs of the Corporation shall be managed by the Board of Directors and, until changed by an Amendment to the Declaration, the number of members of the Board of Directors of the Corporation shall be a minimum of three and a maximum of five.

13.02 Quorum

A quorum for the transaction of business at a meeting of the Board of Directors is a majority of the members of the Board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the Board so long as a quorum of the Board remains in office.

13.03 Qualification of Members of the Board

Any owner of a unit or any representative of a Mortgagee in possession of one or more units is qualified to be elected as a director of the Corporation provided that each director shall be nineteen (19) or more years of age. If a unit has more than one owner, only one such owner may be a member of the Board at any time.

13.04 Election and Term

Within fourteen (14) days of the acceptance of the Declaration and the Description for registration, the Declarant shall appoint three (3) persons at the first meeting of the corporation who shall constitute the Board until the first general meeting of the members of the corporation is held, at which meeting the members shall elect or appoint not less than three and not more than five directors as permitted by Section 15 (I A) and (I B) of the Act including among their number a president, a vice-president, a secretary and a treasurer. The original directors appointed by the Declarant shall be eligible for re-election at the said general meeting provided that they otherwise qualify as directors of the Corporation. Notification of the members of the Board and any subsequent changes shall be provided to the Registrar of condominiums and the Registrar of Joint Stock Companies

All directors elected or appointed shall hold office for a term of one (1) year and

notwithstanding that their term of office may have expired, all directors may continue to act until their successors are elected.

Any person qualified to be a director may nominate himself or herself as a candidate to be considered at any time. The members of the Corporation elect or re-elect members of the Board at any annual meeting of the members of the Corporation by giving notice of the nomination in writing to the Corporation no less than five (5) days prior to the said meeting. If notice of the meeting has been waived by the members, the notice of the nomination must be given in writing to the Corporation at the earliest reasonably possible time prior to such meeting but in any event before the commencement of such meeting.

13.05 Removal of Directors

The members may, by resolution passed by a majority vote at a meeting of the members called for such purpose, remove any director before the expiration of his term of office, and may elect a person in place of any director who has been removed to hold office for the remainder of his term.

13.06 Filling of Vacancies

Any vacancy occurring in the Board of Directors shall be filled for the remainder of the term of office of the retiring director by the members at a general meeting.

13.07 Calling of Meetings

Meetings of the Board shall be held from time to time at such place in the Halifax Regional Municipality, Province of Nova Scotia, and at such time and on such day as the President or Vice-President (who is a director) or any other two (2) directors may determine. The Secretary shall call meetings when directly authorized by the President or the Vice-President or by two (2) directors. Notice of any meeting so called shall be given personally or by ordinary mail to each director not less than forty-eight (48) hours, exclusive of Saturdays and holidays (as defined by the Interpretation Act) before the time when the meeting is to be held, provided that no notice shall be required to be given of any meeting of directors held for the sole purpose of organization and the election and appointment of officers immediately following any annual meeting and no notice of any meeting shall be necessary if all the directors are present or if a quorum is present and those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.

13.08 Regular Meetings

Regular meetings of the Board of Directors may be held at such time and place in the Halifax Regional Municipality as shall be determined from time to time by a resolution passed by a majority of the Directors.

13.09 Adjourned Meeting

At any adjourned meeting any business which might have been transacted at the meeting originally called may be transacted without further notice.

13.10 Vote

At meetings of the Board of Directors, all matters shall be decided by majority vote. In the event of a tie, the President shall have a casting vote.

13.11 Interest of Directors in Contracts

No director shall be disqualified by his office from contracting with the Corporation nor shall any contract or arrangement entered into by or on behalf of the Corporation with any director or any firm or company in which any director is in any way interested be voided, nor shall any director so contracting or being so interested be liable to account to the Corporation for any profit realized by such contract or arrangement by reason of such director holding such office or by reason of the fiduciary relationship thereby established; provided that there is compliance with the requirements of the Condominium Act with respect to these matters.

13.12 Declaration of Interest

It shall be the duty of every director of the Corporation who is in any way, whether directly or indirectly, interested in a contract of agreement or proposed contract, with the corporation to declare such interest and to refrain from voting in respect thereto; provided that such prohibition against voting shall not apply during such time as the Declarant who registered the Declaration is represented on the Board by three or more directors.

13.13 Protection of Directors and Officers

No director or officer of the Corporation shall be liable for the acts, neglect or default of any director or officer or for joining in any act for conformity or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Corporation shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the moneys, securities or effects of the Corporation shall be deposited, or for any loss occasioned by an error, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same shall happen through his own dishonest or fraudulent act or acts.

13.14 Indemnity of Directors and Officers

Every director or officer of the Corporation and his heirs, executors, and administrators and estate and effects respectively shall from time to time and at all times be indemnified and saved harmless out of the funds of the Corporation from and against:

(a) all costs, charges and expenses whatsoever which such director or officer sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against him for or in respect of any act, deed or thing whatsoever made, done or permitted by him in or about the execution of the duties of his office, except for his own dishonest or fraudulent acts.

(b) all other costs, charges and expenses which he properly sustains or

incurs in or about or in relation to the affairs thereof, except for his own dishonest or fraudulent acts.

13.15 Fidelity Bonds

The Board may require that all directors, officers and employees of the Corporation handling or responsible for the Corporation's moneys or securities shall furnish adequate fidelity bonds. The Corporation shall pay the premiums on such bonds.

14.00 OFFICER PROVISIONS

14.01 Elected Officers: At the first meeting of the Board of Directors after each election of Directors, the Board shall elect from among its members and at each subsequent annual meeting, a President, Vice-President, Secretary and Treasurer, all of whom shall be directors properly elected in accordance with paragraph 13.04. Any vacancy occurring in any such offices may be filled by the Board of Directors from among its members for the remainder of the term of the office of the retiring officer. At any annual meeting, any retiring officer shall be eligible for re-election provided such person has been reelected as a Director in accordance with paragraph 13.04 herein.

14.02 Appointed Officers: From time to time the Board may appoint a General Manager, and such other officers (other than officers elected pursuant to paragraph 14.01 hereof) as the Board may determine, including one or more assistants to any of the elected or appointed officers. The officers so appointed may, but need not, be members of the Board. Any officer either elected pursuant to paragraph 14.01 hereof or appointed pursuant to paragraph 14.02 hereof other than the President may hold more than one office in the Corporation and if the same person holds both the office of Secretary and the office of Treasurer, he shall be known as the Secretary-Treasurer.

14.03 Term of Office: In the absence of a written agreement to the contrary, the Board may remove, at its pleasure, any officer of the Corporation with the exception of the officers elected under paragraph 14.01 who may only be removed from office by a majority vote of the members of the Corporation at a general meeting called for such purpose.

14.04 President: The President, when present, shall preside at all meetings of the members and of the Board and shall be charged with the general supervision of the business and affairs of the Corporation and except when the Board has appointed a General Manager, the President shall also have the powers and be charged with the duties of that office and he shall have such other powers and duties as the Board may from time to time determine.

14.05 Vice-President: During the absence or the inability to act of the President, his powers and duties shall fall upon the Vice-President. If a Vice-President exercises any such duty or power, the absence of the President shall be presumed with reference thereto. The Vice-President shall also have such powers and duties as the Board may prescribe.

14.06 General Manager: The General Manager, if one be appointed, shall have the general management and direction, subject to the authority of the Board and the supervision of the President, of the Corporation's business and affairs and the power to

appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the Board and to settle the terms of their employment and remuneration. The General Manager need not be a director, a Unit Owner, a member of the Corporation or a person entitled to vote at general meetings of the Corporation.

14.07 Secretary: The Secretary shall give or cause to be given all notices required to be given to the members, directors, auditors, Mortgagees in possession and all others entitled thereto; he shall attend at all meetings of the directors and of the members and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings; he shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation except those to be kept by the Treasurer and he shall perform such other duties as may from time-to-time be prescribed by the Board.

14.08 Treasurer: The Treasurer shall keep or cause to be kept full and accurate books of accounts and accounting records in which shall be recorded all receipts and disbursements of the Corporation. He shall have the care and custody of all the funds and securities of the Corporation in such bank or banks or trust company or trust companies or with such depository or depositories as the Board of Directors shall direct. He or she shall disburse the funds of the Corporation when necessary and proper, taking proper vouchers for such disbursements, and shall render to the President and directors at the meetings of the Board of Directors or whenever they may require-it, an account of all his transactions as Treasurer, and of the financial position of the Corporation; and he shall perform such other duties as may from time to time be prescribed by the Board of Directors.

14.09 Other Officers: The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the Board requires of them. Any of the powers and duties of any officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the Board otherwise directs.

14.10 Compensation: No compensation whatever shall be paid to any officer or director of the Corporation for the performance of his duties as an officer or director unless such compensation is determined and approved by an affirmative vote of unit owners representing 60% of the common elements. This provision shall not preclude the Board of Directors from employing any director as an employee of the Corporation nor shall it preclude any director from entering into a contract with the Corporation for the management of the Corporation.

14.11 Removal of Officers: In the absence of a written agreement to the contrary, the Board may remove at its pleasure any officer of the corporation with the exception of the officers elected under paragraph 13.04 who may only be removed from office by a majority vote of the members of the Corporation at a general meeting.

15.00 ASSESSMENT AND COLLECTION OF CONTRIBUTIONS TOWARDS THE COMMON EXPENSES

15.01 Assessment: All expenses, charges and costs of maintenance or replacement of the common elements and any other expenses, charges or costs which the Board may incur or expend pursuant hereto shall be assessed by the Board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration; together with

All expenses, charges and costs of maintenance of a Guest Suite and a Superintendent Suite, and any other expenses, charges or costs which the Board may incur or expend related thereto shall be assessed by the Board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration; together with common element expenses set out above.

The Board shall advise all owners promptly in writing of the amount of common expenses, including those related to the Guest Suite and Superintendent Suite, payable by each of them respectively and shall deliver copies of each budget on which such common expenses are based to all owners and Mortgagees in possession entered on the register prior to the commencement of the next fiscal period.

15.02 Annual Budget: The Board shall, at least thirty (30) days prior to the commencement of each fiscal year prepare a budget for the Corporation and determine by estimate the amount of common expenses for the next ensuing fiscal year. The Board shall allocate and assess such common expenses as set out in the budget for such period among the owners, according to the proportion in which they are required to contribute to the common expenses as set forth in the Declaration. In addition to all expenses, charges and costs in the maintenance, repair and replacement of the common elements and any other common expenses, charges or costs, which the Board may incur or expend there shall be included in the annual budget provisions for the following:

- a) A Contingency Fund, which fund shall be used and applied from time to time towards meeting the operating deficits and such other common purposes as the Corporation may deem necessary; and
- b) A Reserve Fund, which shall include moneys received to be accumulated in the Reserve Fund as provided for in paragraph 4 of this Article VII and to be used or expended for major maintenance items, which occur less frequently than annually and for major items of repair or replacement made necessary by damage, deterioration, or obsolescence.

15.03 Contingency Fund: Upon the purchase of each unit from the Declarant, or at any time thereafter at the request of the Corporation, each owner shall deposit with the Corporation, or as the Corporation may otherwise direct, an amount equal to three times the monthly assessment relating to each owner's unit for the year in which such deposit is requested. Such amount shall be held, together with the amounts similarly deposited by other unit owners, as a Contingency Fund for common expenses and shall be used and applied from time to time towards meeting the deficits and such other common expenses as the Corporation may deem necessary, but not amounts to be expended from the Reserve Fund.

15.04 Reserve Fund: The moneys in the Reserve Fund shall be accumulated to such amount as may be recommended by the Reserve Fund Study. The Board of Directors shall administer the Reserve Fund with a view to maintaining a sufficient reserve fund to reflect the requirements of proper building maintenance and as required by the Reserve Fund Study.

In the event that, in any one year or at any time, the Reserve Fund is totally or substantially expended, the Board shall prepare succeeding budgets which provide for restoration of the Reserve Fund as required in the Reserve Fund Study.

15.05 Contingencies and Reserve Funds Part of Common Elements: The Contingency Fund and the Reserve Fund shall be deemed part of the common elements and in the event of a sale by the owner, such owner shall not be entitled to any refund of the whole or any part of the contribution or deposits made from time to time by him to the Contingency Fund or Reserve Fund, but all his interest in the unexpended portion of each of the said Funds, if any, shall be transferred and enure to the Purchaser of the unit with whom the owner will make any necessary adjustments.

15.06 Copies of Budget and Notices of Assessment: A copy of the budget for the ensuing fiscal year, together with a notice showing the amount assessed to each owner for such year for common expenses, shall be delivered or mailed by first class mail, postage prepaid, to each owner, and to each Mortgagee who has notified his interest to the Corporation, not less than thirty (30) days prior to the beginning of each fiscal year. Each owner shall be obliged to pay to the Corporation, or as the Corporation may in writing direct, the amount of such annual assessment as follows: one-twelfth (1/12) of such assessment on the first day of each and every month next following the delivery of such notice of assessment. Each owner shall on or before the first day of the second month in each fiscal year, unless otherwise directed, deliver to the Corporation, or as the Corporation may direct in the notice of assessment, twelve post-dated cheques covering the payments due by each owner during the ensuing twelve months and such cheques shall be deposited as they become payable or if requested by the Corporation, shall make arrangements for direct debit from the Unit owner's bank account for such amounts. Until the annual budget for the fiscal year has been sent to each owner, each owner shall continue to pay each month an amount equal to the monthly installments payable by such owner under the annual budget for the preceding fiscal year.

15.07 Revised Assessments: If at any time during the course of any fiscal year the Board shall determine that the annual assessment of contributions is inadequate by reason of a revision in the Board's estimates of either expenses or income the Board shall prepare and cause to be delivered to each owner and to each Mortgagee who has notified his interest to the Corporation a revised annual budget for the balance of the fiscal year and thereafter monthly contributions shall be determined and paid on the basis of such revised budget.

15.08 Special Assessment: Subject to the provisions in the Condominium Act, extraordinary expenditures not contemplated in the current budget and for which the Board shall not have sufficient funds may be assessed with the consent of the owners of at least sixty-six and two thirds percent (66 2/3%) of the common elements, in addition to the annual assessment and such amount shall be payable by the unit owner.

15.09 Moneys on Deposit: All moneys of the Corporation, except petty cash on hand or moneys invested, shall be kept on deposit in a chartered bank or trust company carrying on business in the Province of Nova Scotia.

15.10 Conveyance of Unit: Every owner shall be liable for the payment of any part of the common expenses assessed against his unit prior to the transfer by him of such unit but payable by him subsequent thereto.

15.11 Statement of Account: Within ten (10) days following written application therefore, the Board shall furnish any owner or Mortgagee, or any person authorized in writing by either of them, with a statement as of the first day of the month in which such request is made setting forth the following:

- (a) any assessments unpaid or payable as of such date, together with accrued interest thereon;
- (b) any accelerated monthly contributions remaining unpaid or payable as of such date;
- (c) the amount outstanding in a reserve fund and contingency fund contributed or deposited or required to be contributed or deposited by the unit owner.

15.12 Inspection of books: Upon written application, the Board shall make the books of account and account records available at all times reasonable for inspection by an owner, or a Mortgagee (if authorized hereunder) or any person authorized in writing by either of them.

15.13 Collection: The Corporation shall take all necessary steps to enforce the payment of each owner of all unpaid assessments, monthly contributions and all other amounts owed by him to the Corporation.

15.14 Estoppel Certificate: Any certificate issued by the Corporation to a Mortgagee, purchaser, or other person dealing with an owner, to certify an owner's position with respect to assessments, contributions or otherwise, in compliance with the requirements of Section 31(I)(f) of the Condominium Act and Section 74 of the Regulations made under the Act, which has been signed by two officers of the Corporation under its corporate seal, or by the General Manager or by such other firm or person as may be authorized by Resolution of the Board shall be binding upon the Corporation and all other owners. The Corporation and all other owners shall be estopped from denying the accuracy of such certificate against such Mortgagee, purchaser or other person dealing with the owner; but this shall not prevent the enforcement against the owner of all obligations of the owner whether or not improperly stated in such certificate.

15.15 Default in Payment of Assessment:

- a) In the event that payments required under the provisions of this Article VII are fifteen (15) days, or more, in arrears, such arrears shall be charged with interest at the prime rate of (name bank) plus two percent (2%) per annum and shall further incur an additional charge equal to the cost to the Corporation for any returned cheque.

- b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of an assessment levied against him, for a period of fifteen (15) days, the Board may bring legal action for and on behalf of the Corporation to enforce collection thereof and there shall be added to any amount found due all costs of such action including costs as between solicitor and client.

16.00 CORPORATION DECISIONS REQUIRING VOTING BY UNIT OWNERS

16.01

In accordance with Section 14(3) of the Act, a corporation may, with the consent of the owners of at least sixty-six and two thirds percent (66 2/3%) of the common elements:

- (a) Acquire by purchase, gift, devise, bequest, or any other means, real or personal property and sell, mortgage, convey or otherwise deal with the property and the common elements;
- (b) borrow money;
- (c) mortgage, hypothecate or pledge any of its property or rights, including any future right to be paid money as a result of a levy made pursuant to this Act, in order to secure repayment of money borrowed by it or the payment or performance of any of its obligation;
- (d) grant easements affecting the common elements;
- (e) grant leases of the common elements;
- (f) make capital expenditures
- (g) subject to the regulations, consolidate into one unit two or more adjacent units that are included in the property that is managed by the corporation;
- (h) levy special assessments for extraordinary common element expenses.

17.00 DUTIES OF THE CORPORATION

17.01

The duties of the Corporation are to manage the property and any assets acquired by the Corporation in connection with the use and enjoyment of the property, to prepare budgets and collect common expenses with a view to maintaining financial stability and to provide such services to the owners as are specified in the Act, the Declaration or the By-laws. Without limiting the generality of the foregoing, the duties of the Corporation include the following:

- (a) To collect and receive all contributions towards the common expenses from the owners, or from any Mortgagee if the same are collected by a Mortgagee,

- and deposit the same in a separate account with a chartered bank, loan or trust company;
- (b) To keep accurate accounts of the financial transactions involved in the performance of its duties and the exercise of its rights and send to each owner and the Registrar of Condominiums annual audited statements with respect thereto;
 - (c) Within ninety (90) days after the end of each fiscal year to deliver or mail to each owner, and to each Mortgagee who has notified his interest to the Corporation, a copy of the Corporation's audited financial statements for the preceding fiscal year prepared and certified by the accountants of the Corporation and signed by two directors;
 - (d) For the purpose of complying with the provisions of the Act and the Declaration with respect to insurance to do all acts and things and to take out and maintain such insurance as the Board may from time to time deem advisable;
 - (e) To control, manage and administer the common elements for the benefit of all the owners and for the benefit of the entire condominium project, and to maintain such staff as may be required to carry out at all times promptly and efficiently its duties in such management of the property;
 - (f) To repair and maintain the common elements in accordance with the provisions of the Act and the Declaration.
 - (g) To purchase electricity, water and other public utilities for use in the common elements and to purchase water and fuel for the units and to repair or replace within a reasonable time any apparatus or equipment used in the supply of electricity, water and other public utilities;
 - (h) To effect compliance by the owners of units with the Act, the Declaration, the Common Element Rules and Regulations and the By-laws;
 - (i) To obtain and maintain, if deemed necessary, fidelity bonds where obtainable, in such amounts as the Board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation.
 - (j) To keep the common elements clean and suitably decorated and to maintain the same in appearance including, without limiting the generality of the foregoing, clipping, edging, mowing and such similar gardening and landscaping services but specifically excluding, nevertheless, the limited common elements appurtenant to the Units;
 - (k) To provide the Units with water and fuel for heating.

18.00 GENERAL MATTERS AND ADMINISTRATION

18.01 Rights of Entry

(a) The Corporation or any Insurer of the property or any part thereof, their respective agents or any person authorized by the Corporation shall be entitled to enter any Unit or any part of the Common Elements over which any owner has the exclusive use and possession thereof, at all reasonable times and upon giving reasonable notice, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, or carrying out any duty imposed upon the Corporation.

(b) In case of an emergency, an agent of the Corporation may enter a Unit at any time and without notice, for the purpose of repairing the Unit, Common Elements, or any part of the Common Elements over which any owner has the exclusive use and possession thereof, or for the purpose of correcting any condition which might result in damage or loss to the property. The Corporation or anyone authorized by it may determine whether an emergency exists.

(c) If an owner shall not be personally present to grant entry to his Unit, the Corporation or its agents may enter upon such Unit without rendering it or them liable for any claim or cause of action for trespass or damages by reason thereof, provided that it exercises reasonable care.

(d) The Corporation shall not be liable to the owner of any Unit for damages for any interference or inconvenience caused by repairs to any other work permitted by this Article 17.01 provided such repairs or work are carried out as expeditiously as reasonably possible and provided further that such damages are not caused by the negligent or willful acts of the Corporation, its servants, agents and workmen.

(e) The right or authority hereby reserved to the Corporation, its agents or any Insurer or its agents does not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-Laws.

(f) The Corporation shall retain a key to all locks to each Unit. No owner shall change any lock or place any additional locks on the doors to any Unit or within the Unit or to any part of the Common Elements over which such owner has the exclusive use and possession thereof, without immediately providing to the Corporation a new key for each new or changed lock.

18.02 Units Subject to Declaration, By-laws, Common Element Rules and Rules and Regulations

All present and future owners, tenants and residents of Units, their families, guests, invitees or licensees, shall be subject to, and shall comply with, the provisions of this Declaration, the By-laws, including the Common Element Rules, and any other rules and regulations. The acceptance of a deed or transfer or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, rules and regulations, as they may be amended from time to time, are

accepted and ratified by such owner, tenant or resident, and all of such provisions shall be deemed and taken to be covenants running with the Unit and shall bind any person having, at any time, any interest or estate in such Unit as though such provisions are recited and stipulated in full in each and every such deed or transfer or lease or occupation agreement.

18.03 Invalidity

Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of the provisions of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event all the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

18.04 Waiver

The failure to take action to enforce any provision contained in the Act, this Declaration, the By-laws, including the Common Element Rules or any other rules and regulations of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

18.05 Resolution of Conflict of Provisions

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

18.06 Notice

Any notice, direction or other instrument required or permitted to be given hereunder shall be in writing and shall be sufficiently given if served personally by delivering same to the party to be served or to any officer of the party to be served, or may be given by ordinary mail, postage prepaid, addressed to the Corporation in the care of its recognized agent, to each owner at his respective Unit or at such other address as is given by the owner to the Corporation for the purpose of notice, and to each Mortgagee who has notified his interest to the Corporation at such address as is given by each Mortgagee to the Corporation for the purpose of notice; and if mailed as aforesaid the same shall be deemed to have been received and to be effective on the first business day following the day on which it was mailed. Any owner or Mortgagee may change his address for service by notice given to the Corporation in the manner aforesaid.

18.07 Construction of Declaration

This Declaration shall be read with all changes of number and gender required by the context.

18.08 Headings

The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

18.09 Effective Date

This Declaration shall take effect upon acceptance for registration.

DATED at Halifax, in the Halifax Regional Municipality, Province of Nova Scotia, this 30th day of August A.D., 2005.

IN WITNESS WHEREOF, the Declarant, FALCONRIDGE PROPERTIES LIMITED has set its hand the day and year first above written.

Executed in the Presence of :

[Signature]
Witness
[Signature]
Witness

DIANA METLEGE
A Barrister and Solicitor of the
Supreme Court of Nova Scotia

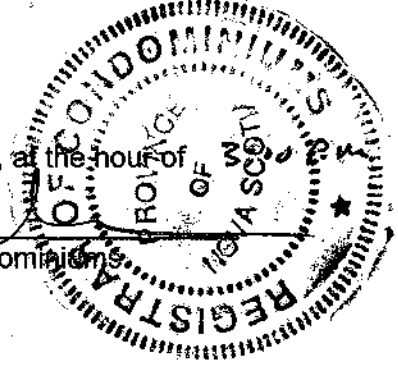
FALCONRIDGE PROPERTIES LIMITED

[Signature]
Per: John Arab, President
[Signature]
Per: Amir Arab, Secretary

Condominium Act

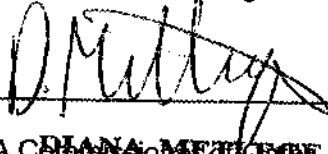
Accepted for registration this 13 day of Sept, A.D., 2005, at the hour of

[Signature]
Deputy Registrar of Condominiums



**PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX**

I certify on this ^{30th} day of ^{August} 2005, **FALCONRIDGE PROPERTIES LIMITED**, by its authorized officers, one of the parties mentioned in the foregoing Indenture, signed, sealed, and executed the within Indenture in my presence and I have signed as a witness to such execution.



DIANA MCTIGUE
A Barrister and Solicitor of the
Supreme Court of Nova Scotia

SCHEDULE "A"

All that certain lot, piece or parcel of land situate, lying and being on the eastern side of Rutledge Street in the District of Bedford in the County of Halifax in the Province of Nova Scotia designated Block APT1 on Plan of Resurvey of Block APT1, Portion of Lands Conveyed to Falconridge Properties Limited dated June 30, 2005 and signed by E. G. Jeffrey, Nova Scotia Land Surveyor, and being more particularly described as follows:

Beginning at the intersection of the eastern boundary of Rutledge Street with the southern boundary of Lot TH3A of Basinview Ridge as shown on said plan;

Thence North 74 degrees 35 minutes 17 seconds East along the southern boundary of said Lot TH3A for a distance of 100.10 feet to the eastern boundary of said Lot TH3A as shown on said plan;

Thence North 15 degrees 24 minutes 43 seconds West along the eastern boundary of said Lot TH3A and the eastern boundary of Lots TH3B, TH3C, TH3D, TH3E and TH3F of Basinview Ridge for a distance of 140.60 feet to a point on the southern boundary of Lot 42 of Basinview Ridge as shown on said plan;

Thence North 74 degrees 24 minutes 14 seconds East along the southern boundary of said Lot 42 and the southern boundary of Lots 41, 40, 39, 38, 37 and 36 of Basinview Ridge for a distance of 381.95 feet to the northwestern boundary Parcel A, Crown Lands as shown on said plan;

Thence South 33 degrees 00 minutes 57 seconds West along the northwestern boundary said Parcel A for a distance of 409.30 feet to the northeastern boundary of Parcel P-1 of Basinview Ridge conveyed to Halifax Regional Municipality as shown on said plan;

Thence North 56 degrees 59 minutes 03 seconds West along the northeastern boundary of said Parcel P-1 for a distance of 104.21 feet to the northern boundary of said Parcel P-1 as shown on said plan;

Thence South 74 degrees 35 minutes 17 seconds West along the northern boundary of said Parcel P-1 for a distance of 106.70 feet to a point on the eastern boundary of the aforementioned Rutledge Street as shown on said plan;

Thence North 15 degrees 24 minutes 43 seconds West along the eastern boundary of said Rutledge Street for a distance of 51.81 feet to the Point of Beginning;

Containing 63,896 square feet.

Bearings being grid bearings referred to the Nova Scotia Co-ordinate Survey System, central meridian 64 degrees 30 minutes west longitude. Bearings are specifically referred to the line joining Nova Scotia Co-ordinate Monuments No. 6120 and No. 6121 (July 1979 values).

Said Block APT1 bearing approval and endorsement by the Development Officer for Halifax Regional Municipality dated March 26, 2004 and registered as Plan No. 36317 in Drawer No. 402 at the Registry of Deeds for Halifax County and being shown on Plan of Survey of Lots 1 to 76 inclusive and Blocks APT1, TH1, TH2 and TH3 and Parcels B, BD-1, RC-1, RS-1, OS-1, P-1, WW-1 and WW-2, being a Subdivision and Consolidation of a Portion of Block 3, Lands of Gateway Investments Incorporated and Lot 649, Lands of Henry William Malloy and Doris May Malloy by Kevin C. Brown, N.S.L.S. dated December 18, 2003.

Subject however to a 9.84 foot (3 metre) wide utility service easement in favour of the Halifax Regional Water Commission and Nova Scotia Power Incorporated, their heirs, successors and assigns over that portion of the herein described Block APT1, identified as Parcel USE-1 on Plan of Resurvey of Block APT1, Portion of Lands Conveyed to Falconridge Properties Limited dated June 30, 2005 and signed by E. G. Jeffrey, Nova Scotia Land Surveyor, and being more particularly described as follows:

Beginning at the intersection of the eastern boundary of Rutledge Street with the northern boundary of Parcel P-1 of Basinview Ridge as shown on said plan;

Thence North 74 degrees 35 minutes 17 seconds East along the northern boundary of said Parcel P-1 for a distance of 9.84 feet to a point as shown on said plan;

Thence North 15 degrees 24 minutes 43 seconds West for a distance of 51.81 feet to a point on the southern boundary of Lot TH3A of Basinview Ridge as shown on said plan;

Thence South 74 degrees 35 minutes 17 seconds West along the southern boundary of said Lot TH3A for a distance of 9.84 feet to a point on the eastern boundary of the aforementioned Rutledge Street as shown on said plan;

Thence South 15 degrees 24 minutes 43 seconds East along the eastern boundary of said Rutledge Street for a distance of 51.81 feet to the Point of beginning.

Containing 510 square feet.

Bearings being grid bearings referred to the Nova Scotia Co-ordinate Survey System, central meridian 64 degrees 30 minutes west longitude. Bearings are specifically referred to the line joining Nova Scotia Co-ordinate Monuments No. 6120 and No. 6121 (July 1979 values).

Being and intended to be the utility service easement granted to Halifax Regional Water Commission by Gateway Investments Incorporated by document registered in Book 7656, page 489 at the Registry of Deeds for Halifax County, Nova Scotia.

Subject also however to a 19.68 foot (6 metre) wide private drainage easement for storm drainage pipes in favour of the owners of Lots 34 to 41 inclusive of Basinview Ridge, their heirs, successors and assigns over that portion of the herein described Block APT1, identified as Parcel PDE1 on Plan of Resurvey of Block APT1, Portion of Lands Conveyed to Falconridge Properties Limited dated June 30, 2005 and signed by E. G. Jeffrey, Nova Scotia Land Surveyor, and being more particularly described as follows:

Commencing at the intersection of the eastern boundary of Rutledge Street with the southern boundary of Lot TH3A of Basinview Ridge as shown on said plan;

Thence South 15 degrees 24 minutes 43 seconds East along the eastern boundary of said Rutledge Street for a distance of 23.71 feet to the point of beginning as shown on said plan;

Thence North 71 degrees 37 minutes 10 seconds East for a distance of 105.92 feet to a point as shown on said plan;

Thence North 08 degrees 41 minutes 39 seconds West for a distance of 65.20 feet to a point on the eastern boundary of Parcel PDE2 as shown on said plan;

Thence North 23 degrees 42 minutes 58 seconds East along the eastern boundary of said Parcel PDE2 for a distance of 26.41 feet to a point as shown on said plan;

Thence South 31 degrees 45 minutes 10 seconds East for a distance of 14.11 feet to a point as shown on said plan;

Thence South 08 degrees 41 minutes 39 seconds East for a distance of 56.20 feet to a point as shown on said plan;

Thence North 31 degrees 53 minutes 51 seconds East for a distance of 211.69 feet to a point on the southern boundary of Lot 39 of Basinview Ridge as shown on said plan;

Thence North 74 degrees 24 minutes 14 seconds East along the southern boundary of said Lot 39 and the southern boundary of Lot 38 of Basinview Ridge for a distance of 29.13 feet to a point as shown on said plan;

Thence South 31 degrees 53 minutes 51 seconds West for a distance of 263.34 feet to a point as shown on said plan;

Thence South 71 degrees 37 minutes 10 seconds West for a distance of 118.80 feet to a point on the eastern boundary of the aforementioned Rutledge Street as shown on said plan;

Thence North 15 degrees 24 minutes 43 seconds West along the eastern boundary of said Rutledge Street for a distance of 19.71 feet to the Point of Beginning.

Containing 8,544 square feet.

Bearings being grid bearings referred to the Nova Scotia Co-ordinate Survey System, central meridian 64 degrees 30 minutes west longitude. Bearings are specifically referred to the line joining Nova Scotia Co-ordinate Monuments No. 6120 and No. 6121 (July 1979 values).

Subject also however to a private drainage easement with respect to the retention/detention pond constructed on Block APT1 in favour of the owners of Lots 34 to 41 inclusive of Basinview Ridge, their heirs, successors and assigns over that portion of the herein described Block APT1, identified as Parcel PDE2 on Plan of Resurvey of Block APT1, Portion of Lands Conveyed to Falconridge Properties Limited dated June 30, 2005 and signed by E. G. Jeffrey, Nova Scotia Land Surveyor, and being more particularly described as follows:

Beginning at the intersection of the western boundary of Block APT1 with the southern boundary of Lot TH3B of Basinview Ridge as shown on said plan;

Thence North 15 degrees 24 minutes 43 seconds West along the eastern boundary of said Lot TH3B and the eastern boundary of Lots TH3C, TH3D, TH3E and TH3F of Basinview Ridge for a distance of 110.43 feet to a point on the southern boundary of Lot 42 of Basinview Ridge as shown on said plan;

Thence North 74 degrees 24 minutes 14 seconds East along the southern boundary of said Lot 42 and the southern boundary of Lot 41 of Basinview Ridge for a distance of 90.07 feet to the eastern boundary of said Lot 41 as shown on said plan;

Thence South 23 degrees 42 minutes 58 seconds West for a distance of 142.73 feet to the Point of beginning.

Containing 4,973 square feet more or less.

Bearings being grid bearings referred to the Nova Scotia Co-ordinate Survey System, central meridian 64 degrees 30 minutes west longitude. Bearings are specifically referred to the line joining Nova Scotia Co-ordinate Monuments No. 6120 and No. 6121 (July 1979 values).

Being and intended to be a portion of the lands conveyed to Falconridge Properties Limited by Gateway Investments Incorporated by deed dated April 13, 2004 and registered as Document No. 75380965 in Book 7671, pages 860 to 869 at the Registry of Deeds for Halifax County, Nova Scotia.

Subject to a service easement in favour of Halifax Regional Municipality being recorded at the Registry of Deeds of Halifax in Book 7662 at Page 447 as Document Number 14959.

Subject to Restrictive Covenants found in a Deed recorded at the Registry of Deeds of Halifax in Book 7671 at Page 860 as Document Number 75380965.

The parcel originates with an approved plan of subdivision that has been filed under the *Registry Act* or registered under the *Land Registration Act* at the Land Registration Office for the registration district of Halifax as plan number 82909913.

CONSENT OF ENCUMBRANCERS

The undersigned, one of the persons having registered encumbrances against the land or interest appurtenant to the land described in Schedule "A" attached to this Declaration, hereby acknowledge having read the Declaration and consent to the registration of this Declaration.

TYPE OF ENCUMBRANCE

ENCUMBRANCER

Mortgage and Assignment of Rents

Montrose Mortgage Corporation Limited LTO.

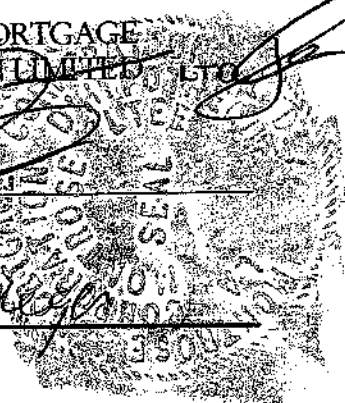
AD Winnipeg
DATED at Halifax, this 18th day of August, A.D., 2005.

[Signature]

IN WITNESS WHEREOF the party hereto has caused its seal to be hereunto affixed, the day and year first above written.

MONTROSE MORTGAGE CORPORATION LIMITED LTO.

[Signature]
Per: *[Signature]*
PER:



CONSENT OF ENCUMBRANCERS

The undersigned, one of the persons having registered encumbrances against the land or interest appurtenant to the land described in Schedule "A" attached to this Declaration, hereby acknowledge having read the Declaration and consent to the registration of this Declaration.

TYPE OF ENCUMBRANCE

ENCUMBRANCER

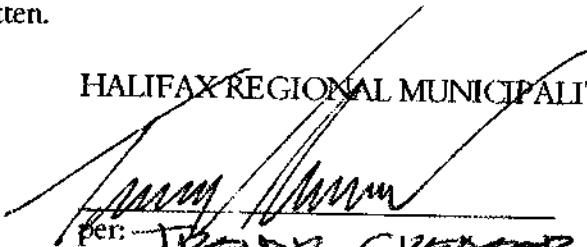
Easement

Halifax Regional Municipality

DATED at Halifax, this 15 day of August, A.D., 2005.

IN WITNESS WHEREOF the party hereto has caused its seal to be hereunto affixed, the day and year first above written.

HALIFAX REGIONAL MUNICIPALITY



per:

TREND CREASER

DEVELOPMENT OFFICER

HALIFAX REGIONAL MUNICIPALITY
Development Services - Central Region
636 Sackville Drive
Lower Sackville, NS B4C 2S3

HFX. REG. WATER COMM.
ENG. DEPT.
REVIEWED AND APPROVED
FOR EXECUTION
AUG 22 2005

CONSENT OF ENCUMBRANCERS

The undersigned, one of the persons having registered encumbrances against the land or interest appurtenant to the land described in Schedule "A" attached to this Declaration, hereby acknowledge having read the Declaration and consent to the registration of this Declaration.

TYPE OF ENCUMBRANCE

ENCUMBRANCER

Easement

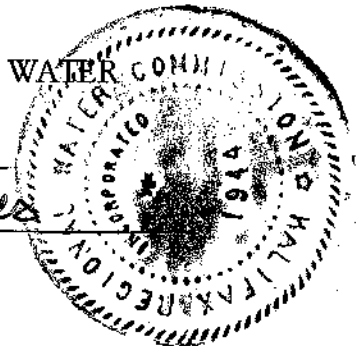
Halifax Regional Water Commission

DATED at Halifax, this 22nd day of August, A.D., 2005.

IN WITNESS WHEREOF the party hereto has caused its seal to be hereunto affixed, the day and year first above written.

HALIFAX REGIONAL WATER COMMISSION

per: Paul Yates



CONSENT OF ENCUMBRANCERS

The undersigned, one of the persons having registered encumbrances against the land or interest appurtenant to the land described in Schedule "A" attached to this Declaration, hereby acknowledge having read the Declaration and consent to the registration of this Declaration.

TYPE OF ENCUMBRANCE

ENCUMBRANCER

Easement

Nova Scotia Power Incorporated

DATED at Halifax, this 6th day of September, A.D., 2005.

IN WITNESS WHEREOF the party hereto has caused its seal to be hereunto affixed, the day and year first above written.

NOVA SCOTIA POWER
INCORPORATED

Richard J. Smith
per: _____



CONSENT OF ENCUMBRANCERS

The undersigned, one of the persons having registered encumbrances against the land or interest appurtenant to the land described in Schedule "A" attached to this Declaration, hereby acknowledge having read the Declaration and consent to the registration of this Declaration.

TYPE OF ENCUMBRANCE

ENCUMBRANCER

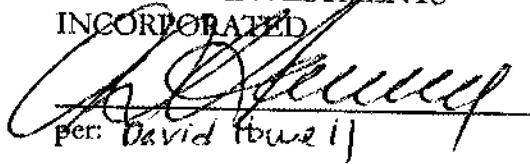
Private Drainage Easement

Gateway Investments Incorporated

DATED at Halifax, this 2nd day of September, A.D., 2005.

IN WITNESS WHEREOF the party hereto has caused its seal to be hereunto affixed, the day and year first above written.

GATEWAY INVESTMENTS
INCORPORATED


per: David Powell

CONSENT OF ENCUMBRANCERS

The undersigned, one of the persons having registered encumbrances against the land or interest appurtenant to the land described in Schedule "A" attached to this Declaration, hereby acknowledge having read the Declaration and consent to the registration of this Declaration.

TYPE OF ENCUMBRANCE

ENCUMBRANCER

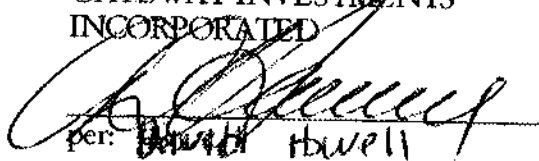
Restrictive Covenants

Gateway Investments Incorporated

DATED at Halifax, this 2nd day of September, A.D., 2005.

IN WITNESS WHEREOF the party hereto has caused its seal to be hereunto affixed, the day and year first above written.

GATEWAY INVESTMENTS
INCORPORATED


per: Donald Howell

**FALCON RIDGE
Schedule "C"**

Level	Unit	Suite	% of Common Elements	% of Common Expenses	% of Voting Rights
1	1	101	2.47%	2.47%	2.47%
1	2	102	3.04%	3.04%	3.04%
1	3	103	3.04%	3.04%	3.04%
1	4	104	2.47%	2.47%	2.47%
1	5	105	2.96%	2.96%	2.96%
1	6	106	2.47%	2.47%	2.47%
1	7	107	3.04%	3.04%	3.04%
1	8	108	3.04%	3.04%	3.04%
1	9	109	2.47%	2.47%	2.47%
2	1	201	2.47%	2.47%	2.47%
2	2	202	3.04%	3.04%	3.04%
2	3	203	3.04%	3.04%	3.04%
2	4	204	2.47%	2.47%	2.47%
2	5	205	2.96%	2.96%	2.96%
2	6	206	2.47%	2.47%	2.47%
2	7	207	3.04%	3.04%	3.04%
2	8	208	3.04%	3.04%	3.04%
2	9	209	2.47%	2.47%	2.47%
3	1	301	2.47%	2.47%	2.47%
3	2	302	3.04%	3.04%	3.04%
3	3	303	3.04%	3.04%	3.04%
3	4	304	2.47%	2.47%	2.47%
3	5	305	2.96%	2.96%	2.96%
3	6	306	2.47%	2.47%	2.47%
3	7	307	3.04%	3.04%	3.04%
3	8	308	3.04%	3.04%	3.04%
3	9	309	2.47%	2.47%	2.47%
4	1	401	2.47%	2.47%	2.47%
4	2	402	3.04%	3.04%	3.04%
4	3	403	3.04%	3.04%	3.04%
4	4	404	2.47%	2.47%	2.47%
4	5	405	2.96%	2.96%	2.96%
4	6	406	2.47%	2.47%	2.47%
4	7	407	3.04%	3.04%	3.04%
4	8	408	3.04%	3.04%	3.04%
4	9	409	2.47%	2.47%	2.47%

**FALCON RIDGE
Schedule "D"**

Level	Unit	Suite	Parking Space	Storage Space
1	1	101	P-2	S-2
1	2	102	P-17	S-17
1	3	103	P-10	S-10
1	4	104	P-15	S-15
1	5	105	P-29	S-29 (Level 1)
1	6	106	P-6	S-6
1	7	107	P-30	S-30 (Level 4)
1	8	108	P-11	S-11
1	9	109	P-34	S-34
2	1	201	P-22	S-22
2	2	202	P-27	S-27
2	3	203	P-32	S-32
2	4	204	P-23	S-23
2	5	205	P-12	S-12
2	6	206	P-24	S-24
2	7	207	P-16	S-16
2	8	208	P-28	S-28 (Level 2)
2	9	209	P-3	S-3
3	1	301	P-26	S-26
3	2	302	P-5	S-5
3	3	303	P-19	S-19
3	4	304	P-36	S-36
3	5	305	P-21	S-21
3	6	306	P-9	S-9
3	7	307	P-20	S-20
3	8	308	P-25	S-25
3	9	309	P-8	S-8
4	1	401	P-7	S-7
4	2	402	P-13	S-13
4	3	403	P-35	S-35
4	4	404	P-4	S-4
4	5	405	P-18	S-18
4	6	406	P-31	S-31
4	7	407	P-1	S-1
4	8	408	P-14	S-14
4	9	409	P-33	S-33