



**DECLARATION
OF
CO-OWNERSHIP**

CONDOMINIUM L'ARISTOCRATE

**21 LAKESHORE
POINTE-CLAIRE
QUEBEC
H9S 5N3**

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DECLARATION

- 1- A declaration of co-ownership has been executed before Me Gilbert Lamoureux, Notary, on March 4, 1982, copy of which is registered at Montreal under the number 3245480.

The declaration of co-ownership has been modified by act received before Me Albert Labrèche, Notary, on July 11, 1989, copy of which is registered at Montreal under number 4177846.

The declaration of co-ownership has been modified and amended on December 30, 1993, by act received before Me Martine N. Gervais, Notary, copy of which is registered at Montreal under number 4689324.

- 2- The exclusive portions destined for residential purposes have been designated in the official cadastre of the Parish of Pointe-Claire, registering office of Montreal, as follows:

Lot numbers ONE HUNDRED AND ONE, ONE HUNDRED AND TWO, ONE HUNDRED AND THREE, ONE HUNDRED AND FOUR, ONE HUNDRED AND FIVE, ONE HUNDRED AND SIX, ONE HUNDRED AND SEVEN, ONE HUNDRED AND EIGHT, ONE HUNDRED AND NINE, ONE HUNDRED AND TEN, ONE HUNDRED AND ELEVEN, ONE HUNDRED AND TWELVE, ONE HUNDRED AND THIRTEEN, ONE HUNDRED AND FOURTEEN, ONE HUNDRED AND FIFTEEN, ONE HUNDRED AND SIXTEEN, ONE HUNDRED

HUNDRED AND SEVENTEEN, TWO HUNDRED AND ONE, TWO
HUNDRED AND TWO, TWO HUNDRED AND THREE, TWO
HUNDRED AND FOUR, TWO HUNDRED AND FIVE, TWO
HUNDRED AND SIX, TWO HUNDRED AND SEVEN, TWO
HUNDRED AND EIGHT, TWO HUNDRED AND NINE, TWO
HUNDRED AND TEN, TWO HUNDRED AND ELEVEN, TWO
HUNDRED AND TWELVE, TWO HUNDRED AND THIRTEEN, TWO
HUNDRED AND FOURTEEN, TWO HUNDRED AND FIFTEEN, TWO
HUNDRED AND SIXTEEN, TWO HUNDRED AND SEVENTEEN, TWO
HUNDRED AND EIGHTEEN, THREE HUNDRED AND ONE, THREE
HUNDRED AND TWO, THREE HUNDRED AND THREE, TWO
HUNDRED AND FOUR, THREE HUNDRED AND FIVE, THREE
HUNDRED AND SIX, THREE HUNDRED AND SEVEN, THREE
HUNDRED AND EIGHT, THREE HUNDRED AND NINE, THREE
HUNDRED AND TEN, THREE HUNDRED AND ELEVEN, THREE
HUNDRED AND TWELVE, THREE HUNDRED AND THIRTEEN,
THREE HUNDRED AND FOURTEEN, THREE HUNDRED AND
FIFTEEN, THREE HUNDRED AND SIXTEEN, THREE HUNDRED
AND SEVENTEEN, THREE HUNDRED AND EIGHTEEN, FOUR
HUNDRED AND ONE, FOUR HUNDRED AND TWO, FOUR
HUNDRED AND THREE, FOUR HUNDRED AND FOUR, FOUR
HUNDRED AND FIVE, FOUR HUNDRED AND SIX, FOUR HUNDRED
AND SEVEN, FOUR HUNDRED AND EIGHT, FOUR HUNDRED AND
NINE, FOUR HUNDRED AND TEN, FOUR HUNDRED AND ELEVEN,
FOUR HUNDRED AND TWELVE, FOUR HUNDRED AND THIRTEEN,
FOUR HUNDRED AND FOURTEEN, FOUR HUNDRED AND FIFTEEN,

FOUR HUNDRED AND SIXTEEN, FOUR HUNDRED AND SEVENTEEN, FOUR HUNDRED AND EIGHTEEN, FIVE HUNDRED AND ONE, FIVE HUNDRED AND TWO, FIVE HUNDRED AND THREE, FIVE HUNDRED AND FOUR, FIVE HUNDRED AND FIVE, FIVE HUNDRED AND SIX, FIVE HUNDRED AND SEVEN, FIVE HUNDRED AND EIGHT, FIVE HUNDRED AND NINE, FIVE HUNDRED AND TEN, FIVE HUNDRED AND ELEVEN, FIVE HUNDRED AND TWELVE, FIVE HUNDRED AND FOURTEEN, FIVE HUNDRED AND FIFTEEN, FIVE HUNDRED AND SIXTEEN, FIVE HUNDRED AND SEVENTEEN, FIVE HUNDRED AND EIGHTEEN, SIX HUNDRED AND ONE, SIX HUNDRED AND TWO, SIX HUNDRED AND THREE, SIX HUNDRED AND FOUR, SIX HUNDRED AND FIVE, SIX HUNDRED AND SIX, SIX HUNDRED AND SEVEN, SIX HUNDRED AND EIGHT, SIX HUNDRED AND NINE, SIX HUNDRED AND TEN, SIX HUNDRED AND ELEVEN, SIX HUNDRED AND TWELVE, SIX HUNDRED AND THIRTEEN, SIX HUNDRED AND FOURTEEN, SIX HUNDRED AND FIFTEEN, SIX HUNDRED AND SIXTEEN, SIX HUNDRED AND SEVENTEEN, SIX HUNDRED AND EIGHTEEN, SEVEN HUNDRED AND ONE, SEVEN HUNDRED AND TWO, SEVEN HUNDRED AND THREE, SEVEN HUNDRED AND FOUR, SEVEN HUNDRED AND FIVE, SEVEN HUNDRED AND SIX, SEVEN HUNDRED AND SEVEN, SEVEN HUNDRED AND EIGHT, SEVEN HUNDRED AND NINE, SEVEN HUNDRED AND TEN, SEVEN HUNDRED AND ELEVEN, SEVEN HUNDRED AND TWELVE, SEVEN HUNDRED AND THIRTEEN, SEVEN HUNDRED AND FOURTEEN, SEVEN HUNDRED AND FIFTEEN, SEVEN HUNDRED AND

SIXTEEN, SEVEN HUNDRED AND SEVENTEEN, SEVEN HUNDRED AND EIGHTEEN, EIGHT HUNDRED AND ONE EIGHT HUNDRED AND TWO, EIGHT HUNDRED AND THREE, EIGHT HUNDRED AND FOUR, EIGHT HUNDRED AND FIVE, EIGHT HUNDRED AND SIX, EIGHT HUNDRED AND SEVEN, EIGHT HUNDRED AND EIGHT, EIGHT HUNDRED AND NINE, EIGHT HUNDRED AND TEN, EIGHT HUNDRED AND ELEVEN, EIGHT HUNDRED AND TWELVE, EIGHT HUNDRED AND THIRTEEN, EIGHT HUNDRED AND FOURTEEN, EIGHT HUNDRED AND FIFTEEN, EIGHT HUNDRED AND SIXTEEN, EIGHT HUNDRED AND SEVENTEEN, AND EIGHT HUNDRED AND EIGHTEEN of original lot TWO HUNDRED AND TWENTY-SIX (lots 226-101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, ~~417, 418~~ 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, ~~617, 618~~, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817 and 818), all on the official plan and book of reference of the Parish of Pointe Claire.

- 3- The exclusive portions-garage units of this building have been identified and designated in the official cadastre of Pointe-Claire, registering office of Montreal, as follows:

Lots numbers B ZERO ONE, B ZERO TWO, B ZERO THREE, B ZERO FOUR, B ZERO FIVE, B ZERO SIX, B ZERO SEVEN, B ZERO EIGHT, B ZERO NINE, B TEN, B ELEVEN, B TWELVE, B THIRTEEN, B FOURTEEN, B FIFTEEN, B SIXTEEN, B SEVENTEEN, B EIGHTEEN, B NINETEEN, B TWENTY, B TWENTY-ONE, B TWENTY-TWO, B TWENTY-THREE, B TWENTY-FOUR of the official subdivision of original lot number TWO HUNDRED TWENTY-SIX (lots 226-B01, B02, B03, B04, B05, B06, B07, B08, B09, B10, B11, B12, B13, B14, B15, B16, B17, B18, B19, B20, B21, B22, B23, B24).

- 4- The common portions of this building have been identified and designated in the official cadastre of Pointe-Claire, registering office of Montreal, as follows:

Lot number THREE of the official subdivision of the original lot number TWO HUNDRED TWENTY-SIX (226-3) in the Official Plan and Book of Reference of the Parish of Pointe-Claire, registering division of Montreal, being the whole of the common portions located outside of the building, as established by law and the declaration of co-ownership, also including the underground surrounding the basements and foundations and the air volume surrounding the building, be it above or under the ground.

Lot number TWO of the official subdivision of the original lot number TWO HUNDRED TWENTY-SIX (226-2) in the Official Plan and Book of Reference of the Parish of Pointe-Claire, registering division of Montreal, of irregular shape, as established by law, by the architects' plans, and by the present declaration - in brief, all portions of the building that are not exclusive portions constitute the common portions.

TITLE I

ESTABLISHMENT OF CO-OWNERSHIP

The property of the buildings described in this document is subject to the present declaration of co-ownership, in conformity with articles 441b et al of the Civil Code of the Province of Quebec, and the purpose for which the said buildings are destined shall be residential.

TITLE II
DESCRIPTION

2.1 Exclusive Portions - Housing Units

2.1.1 Designation

The Exclusive Portions (housing units) shall be and are hereby designated as follows:

Lot Numbers One hundred and one, One hundred and two, One hundred and three, One hundred and four, One hundred and five, One hundred and six, One hundred and seven, One hundred and eight, One hundred and nine, One hundred and ten, One hundred and eleven, One hundred and twelve, One hundred and thirteen, One hundred and fourteen, One hundred and fifteen, One hundred and sixteen, One hundred and seventeen, Two hundred and one, Two hundred and two, Two hundred and three, Two hundred and four, Two hundred and five, Two hundred and six, Two hundred and seven, Two hundred and eight, Two hundred and nine, Two hundred and ten, Two hundred and eleven, Two hundred and twelve, Two hundred and thirteen, Two hundred and fourteen, Two hundred and fifteen, Two hundred and sixteen, Two hundred and seventeen, Two hundred and eighteen, Three hundred and one, Three hundred and two, Three hundred and three, Three hundred and four, Three hundred and five, Three hundred and six, Three hundred and seven, Three hundred and eight, Three hundred and nine, Three hundred and ten, Three hundred and eleven, Three hundred and twelve, Three hundred and thirteen, Three hundred and fourteen, Three hundred and fifteen, Three hundred and sixteen, Three hundred and seventeen, Three hundred and eighteen, Four hundred and one, Four hundred and two, Four hundred and three, Four hundred and four, Four hundred and five, Four hundred and six, Four hundred and seven, Four hundred and eight, Four hundred and nine, Four hundred and ten, Four hundred and eleven, Four hundred and twelve, Four hundred and thirteen, Four hundred and fourteen, Four hundred and fifteen, Four hundred and sixteen, Four hundred and seventeen, Four hundred and eighteen, Five hundred and one, Five hundred and two, Five hundred and three, Five hundred and four, Five hundred and

five, Five hundred and six, Five hundred and seven, Five hundred and eight, Five hundred and nine, Five hundred and ten, Five hundred and eleven, Five hundred and twelve, Five hundred and thirteen, Five hundred and fourteen, Five hundred and fifteen, Five hundred and sixteen, Five hundred and seventeen, Five hundred and eighteen, Six hundred and one, Six hundred and two, Six hundred and three, Six hundred and four, Six hundred and five, Six hundred and six, Six hundred and seven, Six hundred and eight, Six hundred and nine, Six hundred and ten, Six hundred and eleven, Six hundred and twelve, Six hundred and thirteen, Six hundred and fourteen, Six hundred and fifteen, Six hundred and sixteen, Six hundred and seventeen, Six hundred and eighteen, Seven hundred and one, Seven hundred and two, Seven hundred and three, Seven hundred and four, Seven hundred and five, Seven hundred and six, Seven hundred and seven, Seven hundred and eight, Seven hundred and nine, Seven hundred and ten, Seven hundred and eleven, Seven hundred and twelve, Seven hundred and thirteen, Seven hundred and fourteen, Seven hundred and fifteen, Seven hundred and sixteen, Seven hundred and seventeen, Seven hundred and eighteen, Eight hundred and one, Eight hundred and two, Eight hundred and three, Eight hundred and four, Eight hundred and five, Eight hundred and six, Eight hundred and seven, Eight hundred and eight, Eight hundred and nine, Eight hundred and ten, Eight hundred and eleven, Eight hundred and twelve, Eight hundred and thirteen, Eight hundred and fourteen, Eight hundred and fifteen, Eight hundred and sixteen, Eight hundred and seventeen, and Eight hundred and eighteen of original Lot TWO HUNDRED AND TWENTY-SIX (lots 226-101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817 and 818), all on the Official Plan and Book of Reference of the Parish of Pointe Claire.

2.1.2 Boundaries of Exclusive Portions - Housing Units

Each of the Exclusive Portions described in paragraph 2.1.1. is bounded as follows:

2.1.2.1 Vertically, all walls are bounded where the first plaster board in the exclusive portion housing unit is attached to the remainder of the wall - the said first plaster board forms part of the exclusive portion;

2.1.2.2 Horizontally, on the upper surface, partly by the bottom of the concrete slab, and partly by the inside gyproc surface of the suspended ceiling facing the exclusive portion. On the lower surface, it is bounded by the top surface of the concrete slab below the unit;

2.1.2.3 Notwithstanding the above, excluded in the Exclusive Portions are:

2.1.2.3.1 The concrete or masonry walls located within the exclusive portion;

2.1.2.3.2 The whole of the concrete slab within the exclusive portion;

2.1.2.3.3 All pipes, wires, cables, conduits, canalizations, drains, shafts, public canalizations and other vertical or horizontal canalizations, used for the distribution of electrical, water, sewage services or other services that are located within the limits of the exclusive portion. But are excluded all exits and canalizations for these different services, located within the limits of the exclusive portion and servicing only that exclusive portion as well as those located inside the suspended ceiling and servicing only that exclusive portion. Are also common, the walls used to cover or hide said pipes, wires, cables, conduits, canalization, drain, located within an exclusive portion;

2.1.2.3.4 The doors and windows leading to the outside of each exclusive portion;

2.1.2.3.5 The terraces and balconies attached to each exclusive portion;

2.1.2.3.6 The chimneys servicing fireplaces are common portions. Therefore, any decision regarding major maintenance, repair, and improvement work of the said chimneys will be studied solely by the administrators and submitted to a vote by the co-owners, if the anticipated cost exceeds ten thousand dollars (\$10,000.00).

To ensure service or repairs, access to the units shall be authorized without reluctance. As for the fireplace, which is an exclusive part of each unit, the repairs will be assumed by the affected co-owners

2.2 Exclusive Portions - Parking Spaces

2.2.1 Designation

The Exclusive Portions (Parking Spaces) shall be and are hereby designated as follows:-

Lot numbers B Zero One, B Zero Two, B Zero Three, B Zero Four, B Zero Five, B Zero Six, B Zero Seven, B Zero Eight, B Zero Nine, B Ten, B Eleven, B Twelve, B Thirteen, B Fourteen, B Fifteen, B Sixteen, B Seventeen, B Eighteen, B Nineteen, B Twenty, B Twenty-One, B Twenty-Two, B Twenty-Three, and B Twenty-Four of original lot TWO HUNDRED AND TWENTY-SIX (lots 226-B01, B02, B03, B04, B05, B06, B07, B08, B09, B10, B11, B12, B13, B14, B15, B16, B17, B18, B19, B20, B21, B22, B23 and B24) on the Official Plan and Book of Reference of the Parish of Pointe Claire.

2.2.2 Boundaries of Exclusive Portions - Parking Spaces

The Exclusive Portions Parking Spaces hereinabove described shall be bounded as follows:

2.2.2.1 Horizontally, from the upper surface of the asphalt or concrete floor up to two (2) meters calculated from the surface of said asphalt or concrete floor. When the common portions are less than two (2) meters in height from the upper surface of the asphalt or concrete floor, then the lower limit of these common portions is the upper limit of the concerned parking space where these common portions are located

2.2.2.2 Vertically, all Exclusive Portions Parking Spaces are bounded by concrete walls, concrete block walls, or beams, columns or contiguous exclusive portions parking spaces, or the common part of the garage and lots ONE and TWO of the official subdivisions of the original lot TWO HUNDRED AND TWENTY-SIX (lots 226-1 and 2) on the Official Plan and Book of Reference of the Parish of Pointe Claire, as the case may be.

All co-owners and occupants of the exclusive portions housing units shall have a right of passage on foot through any of the exclusive portions parking spaces, to reach doors that lead into all common areas that co-owners have access to.

For the purpose of the present paragraph, the Declaration established by these presents a servitude of passage on foot on each and every exclusive portion parking space, in favour of each exclusive portion described in the present Declaration and in favour and against exclusive lots, in favour of each exclusive portion described in the present Declaration in paragraph 2.1 of Title II and against the exclusive garage lots described in paragraph 2.2 of Title II.

The above mentioned right of passage shall not interfere with the parking of the motor vehicles in said parking spaces.

It is expressly declared that the owner of each exclusive portion housing unit will have the right to one (1) common parking space, any other portion of an exclusive portion parking space cannot be sold or leased except to an owner of an exclusive portion housing unit in the same building of co-ownership.

2.3 COMMON PORTIONS

2.3.1 Definition and Composition of Common Portions

The common portions designated for the use by all co-owners are those which are not exclusive, and include namely: the total land area including the earth, constructed portions, yards and gardens, the foundations, frontage and internal walls, ventilation pipes, water pipes, all conduits, air ducts, drains, the heating system except otherwise stated; electrical conduits save and except those located within an exclusive portion which exclusively services said portion, the windows, outside balconies and stairs from the exclusive portions, landings located outside the exclusive portions, doors leading outside the exclusive portions including landing doors and patio doors; elevator shafts, common areas such as: common portions parking spaces, exclusive portions parking spaces, common halls, entrance hall, saunas, laundry rooms, all furniture and moveable effects designated for common use, and notwithstanding the generality of the foregoing, the air supply of the building and all basements and all constructed portions which are not exclusive portions. The present enumeration being exemplary only and not limitative in nature.

2.3.2 Technical description

The common Portions shall be and are hereby designated as follows:

2.3.2.1 Subdivision number THREE of the original lot number TWO HUNDRED AND TWENTY-SIX (lot 226-3) on the official cadastre of Pointe Claire Parish, registration division of Montreal, is the total of the common portions located outside the building, as established by the law and by the present Declaration; it also includes the subsurface surrounding the basement and foundations and the air space around the building, that which is above as well as below the ground.

2.3.2.2 Lot number TWO of original lot number TWO HUNDRED AND TWENTY-SIX (lot 226-2) on the Official Plan and Book of Reference of the Parish of Pointe Claire, Montreal Registry Office, of irregular shape, being the total of the common portions of the building, the whole in conformity with the laws, the architects' plans and by the present Declaration, that is, all portions of the building that are not exclusive portions, forming the common portions.

2.3.3 Will also be considered as belonging to the co-ownership or the whole of the co-owners all furniture and moveable effects acquired after the registration of the present Declaration by the Administrators or by the Declarant for the co-owners.

2.3.3.1 Notwithstanding Articles 536 and 537 of the Civil Code of the Province of Quebec, no opening or view in the buildings affected by the present Declaration, will be considered illegal

2.3.3.2 Words

Housing units, exclusive portion housing units, residential units, exclusive residential units, apartments, used in these presents, mean the same and signify portion in the sense of the law, and the words exclusive portion parking space, exclusive parking space, exclusive parking place, also signify portion in the sense of the law. Common portion parking space, common parking place, common parking area, signify one (1) garage space for exclusive use but subject to the restrictions as to its allocation by the Administrators mentioned in Article 6.2.5 of these presents.

TITLE III
PERCENTAGE SHARE OF THE UNDIVIDED
OWNERSHIP IN THE COMMON PORTIONS
AND
CONTRIBUTIONS TO COMMON EXPENSES

The owner of each exclusive portion has an undivided right of ownership in the common portions, and is bound to contribute to all the costs resulting from the co-ownership and the operation of the immovable, and particularly, to the costs of conservation, maintenance and administration of the common portions and to the expenses caused by the operation of the common services; the percentage of the above for each exclusive portion is established according to the Table as set forth in Section V. hereof.

TITLE IV

VOTING

Each co-owner, at any meeting of the co-owners shall be entitled to a number of votes proportionate to the relative value of his fraction, the whole as more fully hereinafter set forth in the Table in Section V. hereof.

TITLE V
TABLE OF VOTES AND CONTRIBUTION

EXCLUSIVE PORTION NO.	PERCENTAGE SHARE OF THE UNDIVIDED OWNERSHIP IN THE COMMON PORTIONS AND CONTRIBUTION TO COMMON EXPENSES	NO. OF VOTES
226-B01	.1100%	1
B02	.1100%	1
B03	.1100%	1
B04	.1100%	1
B05	.1100%	1
B06	.1100%	1
B07	.1100%	1
B08	.1100%	1
B09	.1100%	1
B10	.1088%	1
B11	.1100%	1
B12	.1171%	1
B13	.1065%	1
B14	.0988%	1
B15	.1053%	1
B16	.1053%	1
B17	.1053%	1
B18	.1053%	1
B19	.1053%	1
B20	.1041%	1
B21	.0994%	1
B22	.1088%	1
B23	.1189%	1
B24	.1189%	1
101	.6590%	7
102	.6655%	7
103	.6655%	7
104	.8335%	8
105	.4584%	5
106	.6655%	7
107	.6661%	7
108	.7430%	7

EXCLUSIVE PORTION NO.	PERCENTAGE SHARE OF THE UNDIVIDED OWNERSHIP IN THE COMMON PORTIONS AND CONTRIBUTION TO COMMON EXPENSES	NO. OF VOTES
226-109	.7258%	7
110	.7992%	8
111	.7412%	7
112	.6655%	7
113	.6655%	7
114	.8276%	8
115	.6655%	7
116	.6655%	7
117	.6590%	7
201	.6590%	7
202	.6655%	7
203	.6655%	7
204	.8317%	8
205	.4644%	5
206	.6655%	7
207	.6667%	7
208	.7430%	7
209	.7258%	7
210	.7974%	8
211	.7412%	7
212	.6655%	7
213	.6655%	7
214	.4922%	5
215	.8317%	8
216	.6655%	7
217	.6655%	7
218	.6590%	7
301	.6590%	7
302	.6637%	7
303	.6637%	7
304	.8317%	8
305	.4584%	5

EXCLUSIVE PORTION NO.	PERCENTAGE SHARE OF THE UNDIVIDED OWNERSHIP IN THE COMMON PORTIONS AND CONTRIBUTION TO COMMON EXPENSES	NO. OF VOTES
226-306	.6655%	7
307	.6643%	7
308	.7430%	7
309	.7240%	7
310	.7974%	8
311	.7388%	7
312	.6637%	7
313	.6637%	7
314	.4922%	5
315	.8287%	8
316	.6649%	7
317	.6637%	7
318	.6590%	7
401	.6590%	7
402	.6655%	7
403	.6655%	7
404	.8287%	8
405	.4644%	5
406	.6655%	7
407	.6637%	7
408	.7430%	7
409	.7223%	7
410	.7950%	8
411	.7388%	7
412	.6649%	7
413	.6655%	7
414	.4993%	5
415	.8287%	8
416	.6643%	7
417	.6655%	7
418	.6590%	7
501	.6566%	7

EXCLUSIVE PORTION NO.	PERCENTAGE SHARE OF THE UNDIVIDED OWNERSHIP IN THE COMMON PORTIONS AND CONTRIBUTION TO COMMON EXPENSES	NO. OF VOTES
226-502	.6637%	7
503	.6619%	7
504	.8276%	8
505	.4584%	5
506	.6637%	7
507	.6637%	7
508	.7430%	7
509	.7240%	7
510	.7938%	8
511	.7388%	7
512	.6649%	7
513	.6619%	7
514	.4933%	5
515	.8317%	8
516	.6619%	7
517	.6637%	7
518	.6566%	7
601	.7867%	8
602	.5182%	5
603	.6619%	7
604	.8264%	8
605	.4644%	5
606	.6619%	7
607	.6637%	7
608	.7400%	7
609	.7193%	7
610	.7927%	8
611	.7388%	7
612	.6619%	7
613	.6619%	7
614	.4993%	5
615	.8246%	8

EXCLUSIVE PORTION NO.	PERCENTAGE SHARE OF THE UNDIVIDED OWNERSHIP IN THE COMMON PORTIONS AND CONTRIBUTION TO COMMON EXPENSES	NO. OF VOTES
226-616	.6619%	7
617	.6619%	7
618	.6566%	7
701	.6566%	7
702	.6619%	7
703	.6619%	7
704	.8264%	8
705	.4584%	5
706	.6625%	7
707	.6631%	7
708	.7406%	7
709	.7193%	7
710	.7950%	8
711	.7388%	7
712	.6637%	7
713	.6625%	7
714	.4927%	5
715	.8264%	8
716	.6607%	7
717	.6613%	7
718	.6566%	7
801	.6566%	7
802	.6619%	7
803	.6607%	7
804	.8252%	8
805	.4644%	5
806	.6631%	7
807	.6619%	7
808	.7406%	7
809	.7175%	7
810	.7921%	8
811	.7382%	7
812	.6625%	7

EXCLUSIVE PORTION NO.	PERCENTAGE SHARE OF THE UNDIVIDED OWNERSHIP IN THE COMMON PORTIONS AND CONTRIBUTION TO COMMON EXPENSES	NO. OF VOTES
226-813	.6619%	7
814	.4993%	5
815	.8246%	8
816	.6596%	7
817	.6602%	7
818	.6566%	7

TITLE VI
USE OF THE COMMON PORTIONS

6.1 Subject to the provisions of law, the present Declaration and any rules and regulations adopted by the Administrators or by the co-owners, each owner of an exclusive portion housing unit has the full use and enjoyment of the whole or any part of the common portions, the whole without hindering the rights of the other co-owners and except as herein otherwise provided.

6.1.1 The sidewalks, corridors, hallways and entrances shall not be obstructed or used for any purpose other than ingress to and egress from the exclusive portions and the parking areas.

6.1.2 The corridors, hallways, stairways, entrances and vestibules and other common portions designed for the circulation with respect to their destination shall not be obstructed by bicycles, parcels, baby carriages or other objects.

6.1.3 No motor vehicle can move or park on any part of the common portions except for the entrances and the parking spaces designed for said use.

6.1.4 No trailer, mobile home, tent, boat, snow mobile, motorcycle, machinery or any other equipment, shall be placed, parked, kept or stored on the common portions, without written approval from the Administrators.

6.1.5 Motor vehicles, snow mobiles, trailers, motorcycles and boats cannot be repaired or adjusted on or in the common portions, except the right of a co-owner to repair or adjust on the parking space where the co-owner is the owner and/or has an exclusive right to use.

6.1.6 No motor vehicle which is not used on a day-to-day basis or is under repair or restoration may be parked, stored, kept, on or in the common portions except on the parking space that the co-owner uses or has the exclusive right to use.

6.1.7 No co-owner can damage, destruct, soil, modify or litter the landscaping of the building, including the grass, the trees, shrubs, hedges and flowers, and no person can place chairs, tables or other objects on the grass so as to damage or prevent the normal growth of the grass, or so as to prevent the cutting of the grass.

6.1.8 The alleys, gardens, terraces and other exterior common portions shall be used in order and peace and respect the comfort and rights of all co-owners.

6.1.9 No animal, domestic or otherwise, shall be unattended or kept on the common portions.

6.1.10 No dangerous, unhealthful, malodorous, combustible or inflammable substances shall be left or kept on the common portions.

6.1.11 No construction, structure or tent shall be built, assembled, placed, left or kept on the common portions without the written consent of the Administrators.

6.1.6 No motor vehicle which is not used on a day-to-day basis or is under repair or restoration may be parked, stored, kept, on or in the common portions except on the parking space that the co-owner uses or has the exclusive right to use.

6.1.7 No co-owner can damage, destruct, soil, modify or litter the landscaping of the building, including the grass, the trees, shrubs, hedges and flowers, and no person can place chairs, tables or other objects on the grass so as to damage or prevent the normal growth of the grass, or so as to prevent the cutting of the grass.

6.1.8 The alleys, gardens, terraces and other exterior common portions shall be used in order and peace and respect the comfort and rights of all co-owners.

6.1.9 No bird or animal, domestic or otherwise, shall be left or kept on the common portions.

6.1.10 No dangerous, unhealthful, malodorous, combustible or inflammable substances shall be left or kept on the common portions.

6.1.11 No construction, structure or tent shall be built, assembled, placed, left or kept on the common portions without the written consent of the Administrators.

6.1.12 No portion of the common portions shall be used for the construction, installation or fixing of a clothes-line, recreation equipment, fence or other gate, hedge, garden or other vegetation, as well as the disposal of garbage and refuse, without the written consent of the Administrators.

6.1.13 No television antennae, tower or transmission line or other similar installation shall be installed on the common portions except the antennas, towers or transmission lines and their accessories installed on the common portions by the Administrators or the Declarant.

6.1.14 No notice, sign-board, advertising billboard, placard or any other advertising material may be placed in the common portions without the written consent of the Administrators

6.1.15 Nothing can be moved through the vestibules, corridors and passages that could damage the common portions.

6.1.16 The co-owners, occupants or guests shall refrain from making loud or shocking noises in the common portions, that could prevent the enjoyment of the common portions or exclusive portions by the other co-owners.

6.1.17 Each co-owner shall be personally responsible for damages done to the common portions, and in a general manner, for all the damages liable to result from the abusive use or from a use not in keeping with the purpose of the common portions whether it be by his own acts, the acts of his family, by the act of his lessee, of his servants or guests or invitees.

6.1.18 Without the written consent of the Administrators, no co-owner may have any right of access to those parts of the common portions used as utility areas, building maintenance or storage areas, operating machinery, or any other parts of the common portions used for the care and maintenance of the property. The co-owners cannot activate the controls of the heating, water and electrical systems, heating standards being those determined by the Administrators.

6.1.19 The co-owners and their guests using the common pool, sauna and reception areas, are to conform with the posted rules and regulations of the Administrators.

6.1.20 Nothing shall be stored in the common portions without the prior consent of the Administrators.

6.1.21 The Administrators may adopt regulations concerning the use of common portions. These regulations should be respected by the co-owners, and shall remain in force until the next annual general meeting at which a vote of amendment may be held if the co-owners agree with it.

6.1.22 In general, all co-owners shall respect all servitude affecting the co-ownership.

6.1.23 Each co-owner can use the elevators according to their destinations, without disturbing the rights of the other co-owners.

6.1.24 The co-owner shall use the garbage chutes to dispose of household refuse, which should be suitably wrapped and drained before disposal.

No object susceptible of obstructing the garbage chutes shall be disposed of; these objects shall be carried by the co-owners to an area designated by the Administrators.

6.1.25 In general, the co-owners, members of their families, their guests, occupants and any other person visiting their exclusive portion have to respect, at all times, the provisions of the present Declaration of Co-Ownership and its amendments as well as all rules and regulations that could be adopted, from time to time, by the Administrators or at a Co-Owners Meeting.

6.2 Common portions reserved for exclusive use by co-owners

6.2.1 Each co-owner has an exclusive right to the windows, patio doors and entrance doors located in his exclusive portion housing unit.

6.2.2 The balconies and terraces attached to the exclusive units are common portions reserved for the exclusive use of the co-owners of these housing units, subject to the regulations of the administrators regarding their use.

6.2.3 Each co-owner has an exclusive use and enjoyment of the interior surface of the doors and windows of this exclusive portion housing unit.

6.2.4 Each co-owner shall have an exclusive right to use the portion of the common portions that is used for the heating system of his exclusive portion. The heating system itself, including all its controls and accessories, located in his exclusive portion, is exclusive.

6.2.5 Each co-owner is the sole owner and has the exclusive use of the parking space that was sold to him as an exclusive portion, and has the exclusive use of any parking space (in the common portions) attributed to him.

TITLE VII
USE OF EXCLUSIVE PORTIONS
HOUSING UNITS

7.1 Use And Occupation

Each individual co-owner of an exclusive portion housing unit shall have the right to enjoy, as he sees fit, his exclusive portion on condition that he does not disturb the rights of the other co-owners and that he does nothing which may compromise the destination of the project, and particularly, but without limiting the generality of the foregoing, occupy and use the exclusive portion housing unit in accordance with the following restrictions and stipulations:

7.1.1 The exclusive portions housing units are restricted to residential use only. They may not be devoted to any commercial or professional use whatsoever;

7.1.2 Nothing shall be done or permitted to be done or brought into, or kept in an exclusive portion housing unit by the co-owners and the occupants, which will in any way increase the risk of fire, or the rate of fire insurance on the property or any part thereof, or on chattels kept within any exclusive portion housing unit, or an increase in the risk for the other co-owners or their personal belongings;

7.1.3 No exclusive portion shall be occupied or used by any one in such a manner as to result in the cancellation of any policy of insurance covering the exclusive portions housing units or common portions.

Second,

----- BEFORE -----

Actually, article 7.1.7 – Use of Exclusive Portions Housing Units of Title VII of the Declaration of co-ownership on the subject reads as follows:

" Only domestic animals can be kept within an exclusive portion housing unit. However, it is strictly forbidden to keep a dog or a reptile within an exclusive portion housing unit. Furthermore, only one (1) cat and one (1) bird can be kept per exclusive portions housing unit. Any animal considered a nuisance by the Administrators notably for cause of noise, odor, dirtiness or aggressiveness cannot be kept within an exclusive portion housing unit. Any co-owner or occupant who shall keep such a domestic animal regarded as a nuisance in the exclusive portion, will have a delay of fifteen (15) days from the receipt of a written notice from the Administrators, to remove permanently said animal, under penalty of One Hundred Dollars (\$100,00) per day as damages for the infraction. Claiming of this penalty by the Administrators..."

----- AFTER -----

It is, by the present, proposed to modify article 7.1.7 as follows:

" Only domestic animals can be kept within an exclusive portion housing unit. However, it is strictly forbidden to keep a dog or a reptile within an exclusive portion housing unit. Also, baby-sitting of dogs in an exclusive portion is not authorized even for short stays. Furthermore, only one (1) cat and one (1) bird can be kept per exclusive portions housing unit. Any animal considered a nuisance, at the absolute discretion of the Administrators notably for cause of noise, odor, dirtiness or aggressiveness cannot be kept within an exclusive portion housing unit.

Any co-owner, resident or occupant who shall keep a forbidden animal or such an ~~domestic~~ animal regarded as a nuisance in the exclusive portion, will have a delay of fifteen (15) days from the receipt of a written notice from the Administrators, to remove permanently said animal from the premises, under penalty of One Hundred Dollars (\$100) per day of infraction. Claiming of this penalty by the Administrators... at any time. This rule applies also to visitors with dogs even for visits or short term stays on the premises.

In so doing, any contrary or contradictory rules of the Co-owners' manual – Rules and Regulations, last edition, will be considered null and void. "

7.1.4 No co-owner can do or cause to be done on his exclusive portion housing unit any work, of whatever sort or nature it may be, which is of a nature to disturb the structure of the building, change its destination in part, cause disturbance to the other co-owners because of noise, smells, vibrations or any other reason.

7.1.5 It is forbidden to hang clothes except within the limit of an exclusive portion housing unit.

7.1.6 No awning or blind of any kind can be installed outside and/or on top of the windows and balconies, without the written consent of the Administrators. No carpet, garment, flower pot or other object can be placed or hooked on the windows, railings, ramps and support bars of the balconies, and windows and in general, all that contributes to the harmony of the whole, cannot be painted, decorated or otherwise modified without the authorisation of the Administrators, even if it affects a portion used exclusively by a co-owner.

7.1.7 Only domestic animals can be kept within an exclusive portion housing unit. However, it is strictly forbidden to keep a dog or a reptile within an exclusive portion housing unit. Furthermore, only one (1) cat and one (1) bird can be kept per exclusive portions housing unit. Any animal considered a nuisance by the Administrators notably for cause of noise, odor, dirtiness or aggressiveness cannot be kept within an exclusive portion housing unit. Any co-owner or occupant who shall keep such a domestic animal regarded as a nuisance in the exclusive portion, will have a delay of fifteen (15) days from the receipt of a written notice from the Administrators, to remove permanently said animal, under penalty of One Hundred Dollars (\$100,00) per day as damages for the infraction. Claiming of this penalty by the Administrators shall be in addition and will not constitute a waiver of any other right or privilege including the forced execution of the co-owner's obligation and can be taken concurrently at any time.

7.1.4 No co-owner can do or cause to be done in his exclusive portion housing unit any work, of whatever sort or nature it may be, which is of a nature to disturb the structure of the building, change its destination in part, cause disturbance to the other co-owners because of noise, smells, vibrations or any other reason;

7.1.5 It is forbidden to hang clothes except within the limits of an exclusive portion housing unit;

7.1.6 No awning or blind of any kind can be installed outside and/or on top of the windows and balconies, without the written consent of the Administrators. No carpet, garment, flower pot or other object can be placed or hooked on the windows, railings, ramps and support bars of the balconies, and windows and in general, all that contributes to the harmony of the whole, cannot be painted, decorated or otherwise modified without the authorization of the Administrators, even if it affects a portion used exclusively by a co-owner;

7.1.7 No bird or animal other than domestic can be kept within an exclusive portion housing unit. Any animal, domestic or otherwise, considered a nuisance by the Administrators, at their absolute discretion, cannot be kept within an exclusive portion housing unit. Any co-owner or occupant who shall keep such a domestic animal regarded as a nuisance in their exclusive portion, will have a delay of two (2) weeks from receipt of a written notice from the Administrators, to remove permanently said animal, under penalty of One Hundred Dollars (\$100.00) per day as liquidated damages for the infraction;

7.1.8 No exclusive portion, maintained by the Administrators, under the terms of the present Declaration, and particularly but without limiting the generality of the foregoing, the exterior of the entrance doors to the exclusive portions housing units, the windows, railings, ramps and support bars of the balconies and windows and generally, all that contributes to the harmony of the whole, can be painted, decorated or otherwise modified without the authorization of the Administrators, even if it affects a portion used exclusively by a co-owner;

7.1.9 Nothing can be thrown out from the windows, doors and balconies of an exclusive portion housing unit;

7.1.10 The use and/or covering of the interior surface of the windows by drapes, blinds, sun-glare shields, or any other object visible from the exterior of the exclusive portion housing unit is subject to the standards established by the Administrators;

7.1.11 Each co-owner shall keep the terrace and/or balcony attached to his exclusive portions housing unit clean including the removal of snow if required;

7.1.12 No co-owner shall use or permit to be brought into their exclusive portion housing unit or any part of the common portions, any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzine or other explosives or articles deemed extra hazardous to life, limb or property, without in each case obtaining written consent of the Administrators;

7.1.13 No individual co-owner shall be permitted to install an exterior radio or television antenna;

7.1.14 No electrical or telephone installation shall be affixed to the exterior of the exclusive portions housing units or the exterior of the building, without the written consent of the Administrators;

7.1.15 No sign-boards, advertising billboards, placards or lamps, visible from the exterior of the exclusive portions, may be placed anywhere in the exclusive portions without the written consent of the Administrators;

7.1.16 Any electrical apparatus or installation used inside an exclusive portion housing unit must conform to applicable regulations from competent authorities;

7.1.17 No instrument, apparatus, equipment or other object may be used inside an exclusive portion housing unit if, in the opinion of the Administrators, it disturbs the other co-owners;

7.1.18 It is forbidden to cook on the balcony of an exclusive portion housing unit;

7.1.19 The owner or occupant of each exclusive portion housing unit is required to enforce and respect the provisions of the laws, this Declaration and the rules and regulations adopted by the Administrators or co-owners, by his visitors, lessees and family members. Without limiting the foregoing, no co-owner can tolerate or do anything that is contrary to the laws, regulations, statutes,

ordinances of the governments and municipalities;

7.1.20 Water-closets must be used as per their intended purposes. The pipes and toilets cannot be used for the disposal of ashes, dust or household refuse; the owner of an exclusive portion housing unit is responsible for damages arising from a use contrary to the intended purpose and/or abusive or unreasonable use of the washrooms and their accessories. The pipes, faucets and toilet flushes must be maintained in good working order and all repairs must be done without delay;

7.1.21 When not in use, the faucets must remain closed,

7.1.22 It is strictly forbidden to shake carpets, rugs, clothes, brooms, feather-dusters or other similar objects on the streets, balconies, windows or in the staircases and to hang up, dry or spread them on said balconies, windows and galleries leading to the exterior of the common portions;

7.1.23 Nothing can be placed on the balconies and terraces other than normal garden furniture;

7.1.24 No co-owner shall interfere with the carrying out of works required for the conservation or repair of the common portions, even within exclusive portions and, if need be, give access to architects, contractors and workmen responsible for the supervision and execution of the works. Nevertheless, a co-owner who suffers prejudice by the carrying out of works because of a permanent diminution in the value of his fraction, is entitled to an indemnity payable by all the co-owners in proportion to their participation in the cost of the

works;

7.1.25 In case of absenteeism for more than six (6) days, every co-owner or occupant must leave the keys to his exclusive portion housing unit to the Administrators. The holder of the keys will be permitted to enter the said exclusive portion housing unit in case of emergency resulting from fire, breakage of pipes, rupture in electrical wiring, breakage of windows or infiltration of water by flood or otherwise;

7.1.26 As long as an exclusive portion housing unit is encumbered by a mortgage, the co-owner of that exclusive portion housing unit must respect the clauses and conditions of the contract creating said mortgage for all that pertains to the use of the exclusive portion housing unit;

7.1.27 The Administrators, their agents, employees, or contractors may enter any exclusive portion, at any reasonable hour, for any purpose permitted under the terms of this Declaration of Co-Ownership. Except in case of emergency, entry will be made by prearrangement with the co-owner;

7.1.28 Each co-owner shall, at his expense, keep his exclusive portion and its equipment and appurtenances in good order, condition and repair, in a clean and sanitary condition in conformity with sanitary standards established by the Administrators or municipality or other governmental authority.

7.2 Responsibility

Each co-owner is responsible for any damages caused to common portions or to the exclusive portions of any other co-owner, through his fault, that of his family, guests, employees, lessees or an article belonging to him or for which he is legally responsible.

7.3 Modification Of Exclusive Portions

Each co-owner may alter or modify, as he sees fit, the interior layout of his exclusive portion, but he must first submit detailed plans to the Administrators, at least one (1) month before any work begins. If the Administrators feel that the work could cause damage to either another exclusive portion or to a common portion, then the latter may require that the work be carried out under the supervision of an architect or other expert chosen by the Administrators, whose fees shall be paid by the co-owner undertaking the changes. Nevertheless, the Administrators shall not refuse to approve any plans unless the proposed alterations or repairs or the manner of effecting them are likely to damage or impair the value of a common portion or another exclusive portions.

7.3.1 Increase In Fire Hazard

Nothing can be done or tolerated; no material can be brought, kept or stored in an exclusive portion, if it may cause, in any possible way, the increase of fire hazard or the increase of the fire insurance policy premium relative to the property, or any part of it, or relative to goods kept in any exclusive portion.

7.3.2 Increase Or Cancellation Of Insurance

No exclusive portion can be occupied nor used by anyone in such a way that it could alienate any insurance policy referred to in the present document, or increase the deductible amount beyond the norm generally enforced in the Quebec insurance industry.

7.3.3 Conformity To Law

The owner of each exclusive portion has to ensure that all residents, tenants, visitors, guests or other people using his/her exclusive portion respect the applicable provisions of the law, the Declaration and its regulations; the owner himself shall also comply to the above and shall be personally liable towards the co-owners for the non-respect of the present provisions.

7.3.4 Any co-owner renting his/her exclusive portion must make his/her tenant sign the following agreement or any similar agreement, being:

" I, _____ , shall ensure that myself or any member of my family, guests, or any other person using the premises that I rented shall conform and obey to all provisions of the law, the Declaration of Co-Ownership, including its regulations (that I declare have read), and any other regulations or Administrators' rules, and that for the entire duration of my occupation."

7.4 Purchase Or Rental

7.4.1 Financing Of A Purchase Of An Exclusive Portion By The Administrators.

The Administrators have full power and authority to contract a mortgage authorized by the co-owners, in conformity with the dispositions of article 442(f) of the Civil Code, and any assessment or appropriation required must be done in the manner provided in these presents for the levy of the common charges.

7.4.2 If the Administrators decide to buy and/or lease an exclusive portion housing unit, the Administrators will then hold said portion for the benefit and profit of the other co-owners and they will not lease or sell said portion without the approval of the co-owners, in the manner provided in article 442(f) of the Civil Code. The net profits or losses resulting from said resale or releasing of that portion will be applied in reducing or increasing the common charges.

7.4.3 Leasing By A Co-owner

If a co-owner leases his exclusive portion, the lease used must conform to that required by the Régie du Logement du Québec and the tenant must respect any and all dispositions of the present Declaration of Co-Ownership and the bylaws adopted by the Administrators and/or at the co-owners meetings. The lease must expressly mention this obligation. The tenant and the co-owner landlord are jointly and severally responsible for any and all obligations and charges relating to the occupation or co-ownership of the affected portion. The co-owner landlord remains responsible in fact or in fault of the tenant or sub-tenant and he remains account-

able, as if he were personally occupying the leased premises. At the expiration of the lease or in case of subleasing, the dispositions hereinabove referring to the option of co-owners, will apply.

TITLE VIII
USE OF EXCLUSIVE PORTION PARKING SPACE
OR EXCLUSIVE USE OF
COMMON PORTIONS

8.1 They shall be used by the co-owners for the parking of a private motor vehicle.

8.2 No one shall be allowed to construct anything in said parking space.

8.3 Nothing shall be stored or placed within an exclusive portion parking space, except for the said motor vehicle.

8.4 The co-owner and members of his family, lessees or employees and any other person using the parking space must observe the regulations for parking made by the Administrators.

8.5 No vehicle shall be parked in such manner as to impede or prevent ready access to another co-owner's parking space. The co-owners, their employees, servants, agents, visitors, licensees, and the co-owner's family and all other persons using the parking space will obey all the parking regulations and any other traffic regulations presently in force and those promulgated in the future for the safety, comfort and convenience of the co-owners.

8.6 The Administrators will be permitted, at all times, to make any repairs or replacements necessary in said parking spaces.

8.7 All repairs, replacements and maintenance of all parking spaces shall be done by the Administrators and shall be considered a common expense, save for any damage caused by the fault of a co-owner, in which case such damage shall be paid for by the co-owner.

8.8 No co-owner shall interfere with the carrying out of works required for the conservation or repair of the immovable, even within said exclusive portion parking space.

8.9 Each individual co-owner shall remain responsible to the other co-owners for damage caused by his fault or his negligence, or that of his employees, family, guests or lessees of his exclusive portion parking space.

8.1 They shall be used by the co-owners for the parking of private motor vehicles.

8.2 No one shall be allowed to construct anything in said parking space.

8.3 Nothing shall be stored or placed within an exclusive portion parking space, except said motor vehicle.

8.4 The co-owner and members of his family, lessees or employees and any other person using the parking space must observe the regulations for parking made by the Administrators.

8.5 No vehicle shall be parked in such manner as to impede or prevent ready access to another co-owner's parking space. The co-owners, their employees, servants, agents, visitors, licensees and the co-owner's family and all other persons using the parking space will obey all the parking regulations and any other traffic regulations presently in force and those promulgated in the future for the safety, comfort and convenience of the co-owners.

8.6 The Administrators will be permitted, at all times, to make any repairs or replacements necessary in said parking spaces.

8.7 All repairs, replacements and maintenance of all parking spaces shall be done by the Administrators and shall be considered a common expense, save for any damage caused by the fault of a co-owner, in which case such damage shall be paid for by the co-owner.

8.8 No co-owner shall interfere with the carrying out of works required for the conservation or repair of the immovable, even within said exclusive portion parking space.

8.9 Each individual co-owner shall remain responsible to the other co-owners for damage caused by his fault or his negligence, or that of his employees, family, guests or lessees of his exclusive portion parking space.

8.10 None of the rights and obligations of the co-owners created herein or by law, shall be altered in any way by encroachments due to settlement or shifting of structures.

8.11 There shall be no obstruction of the common portions. Nothing shall be placed or stored in the common portions without the prior consent of the Administrators.

8.12 No co-owner shall use or permit to be brought into their exclusive portion parking space or any part of the common portions, any inflammable oils or fluids such as gasoline, kerosene, naphta, benzine or other explosives or articles deemed extra hazardous to life, limb or property, without in each case obtaining written consent of the Administrators.

8.13 All co-owners and occupants of the exclusive portion housing units shall have a right of passage, on foot, through any of the exclusive portion parking spaces, to reach any common areas.

8.14 The Administrators and/or Managers and persons under their control shall have a right of passage, on foot, through any of the exclusive portion parking spaces to reach any common areas. The Right of Passage stipulated above in article 8.13 shall not interfere with the parking of the motor vehicles in said parking spaces.

TITLE IX
MAINTENANCE AND REPAIRS

9.1 Common Portions

The common charges are defined in title XII of the present Declaration and include (as example but not limited to) namely:

9.1.1 The maintenance, cleaning, repair, replacement and the operation of the common portions and limited common portions for exclusive use of determined co-owners, save and except where contrary is mentioned in this present Declaration.

9.1.2 The costs relating to all common servitudes, maintenance and repairs of elevators and all other apparatus for common use.

9.1.3 The remuneration payable to any employees and service personnel deemed necessary for the operation and maintenance of the property.

9.1.4 The costs of materials, furnishings and equipment for use in and about the common portions including the repair, cleaning, maintenance, replacement and decoration thereof.

9.1.5 And in a general manner, all direct or indirect costs for the maintenance, repair or reconstruction of the buildings.

9.2 Exclusive Portions

Each co-owner must maintain his exclusive portion in good condition and, subject to the provisions of the co-ownership Declaration, he must repair his exclusive portion if it is damaged, at his own expense.

The obligation of each co-owner to repair his exclusive portion, if it is damaged, includes also the obligation to repair the improvements he made in his exclusive portion, in accordance with the accepted practices.

9.3 Repairs To Common Portions By The Administrators

The Administrators must repair the common portions when these are damages (are considered common portions for the purpose of the present Declaration, the outside of the windows and doors allowing entry and exit to /from the exclusive portions), the costs of these repairs are deemed common charges, subject to the right of the Administrators to claim the costs of these repairs from the co-owner responsible, in accordance with the provisions of the present Declaration. The Administrators have the right to claim the cost of these repairs including legal and collection fees, plus interests applicable on the amounts spent by the Administrators, at a yearly rate of 3% more than the current interest rate allowed to chartered banks by the Bank of Canada at the time of the default of non-payment.

9.4 Maintenance Of Common Portions

The Administrators must maintain the common portions except: the balconies and terraces attached to an exclusive portion, the interior surface of windows of an exclusive portion, and the interior surface of the exterior doors giving access to an exclusive portion, which must be maintained by the co-owner who has exclusive right to that common portion. These last portions must be maintained according to the standards established by the Administrators.

9.5 Alterations, Additions Or Improvements By The Co-owners

No co-owner can modify or make a modification to the structure of his exclusive portion, he cannot modify the set-up of the common portions, nor maintain, decorate or repair the common portions (except the maintenance of the common portion that this co-owner has exclusive use and enjoyment of, in accordance with the provisions of the preceding paragraph 9.4) without previously obtaining the written consent of the Administrators. This modification must be in conformity with the provisions of law, rules or ordinances of competent municipal or governmental authorities, it must also respect the conditions established by the Administrators in their approval.

9.6 Maintenance And Repair Of Piping And Electric Wiring

Each co-owner is responsible for the maintenance and repair of the electrical wiring and water piping located within the boundaries of his exclusive portion, except those which also service other exclusive or common portions. Each co-owner is also responsible for the maintenance and repairs of other circuits,

conduits and piping servicing his exclusive portion exclusively, the repair and maintenance of major conduits for these systems, servicing more than one exclusive portion, will be a common charge, except in the case where damage to these systems is chargeable to a particular co-owner in which case this latter will bear the cost.

9.7 Constitution Of Reserve Funds

9.7 (a) An ordinary reserve fund could be set-up by the Administrators for the normal repairs and/or replacement and maintenance works in case of obsolescence.

9.7 (b) In order to ensure the replacement, repair and immediate reconstruction of important elements of the building and to ensure the immediate payment of these replacements, repairs or reconstruction, a special reserve fund will be established. This special reserve fund will be constituted by a monthly surcharge equal to four percent (4%) of the monthly common charges, determined and charged each month by the Administrators, until a maximum fund of \$100,000.00 in capital has been established, plus any accumulated interest.

9.7 (c) The amounts paid to this reserve fund must be deposited in a distinct account and the resulting interests will be used to increase the said fund.

9.8

Return Of Vestiges

In case of repair or reconstruction of an equipment item or in case of replacement of a common movable effect, the trade-in value of the replaced item, or the sale proceeds of the old materials or remains will be to the benefit of the co-owners who will have to bear the cost of the works or replacements.

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

Whenever the context requires it, the word "Administrator" must be interpreted as designating one of the persons responsible for the administration.

10.2 Election of Administrators

There should always be five (5) administrators. The administrators are elected at each annual general meeting by a majority of votes held by the co-owners voting at that meeting. The annual general meeting should be held the first Saturday of the month of December of each year. The administrators elected shall act as of the day of their election.

10.2.1 Each administrator shall serve for a term of two years, at the end of which term, he may seek re-election. Notwithstanding the previous statement, any administrator may resign at any time after having given written notice of thirty (30) days to the President of the General meeting and to the other administrators. No administrator may be elected for a term exceeding two years. However, nothing prevents an administrator from being reelected at the end of his term, or the renewal thereof.

10.2.3 Any physical person who is also a co-owner is eligible to be an administrator.

10.2.4 Replacement of the Administrators

10.2.4.1 In case of refusal, resignation, death or incapacity of one or two administrators, the remaining administrators of the five elected by the co-owners will replace them at their discretion. The new administrators will have the same obligations and rights as the other administrators and will stay in place until the next annual meeting of the co-owners.

10.2.4.2 In case of refusal, resignation, death or incapacity or, for any other reason, there are less than four (4) administrators remaining in office, a special general meeting of co-owners must be held to appoint a replacement for said Administrator. Should the special meeting not be held within the four (4) weeks immediately following the date of the vacancy, a Judge of the Superior Court may, upon motion of any interested party appoint an administrator in replacement thereof, after notification to all co-owners.

10.2.4.3 During this vacancy, the administrators still in place can proceed normally. However, if necessary, the president shall have a dominating vote.

10.2.5 The co-owners may remove an administrator, at any time, during a special general meeting called for that purpose, if there is just cause for same. This removal must be approved by at least one-half (1/2) of the co-owners or their mandataries representing at least two-thirds (2/3) of the votes.

Without limiting the generality of the foregoing, cause for removal shall be: the bankruptcy of an administrator, his insolvency, the general assignment of his assets to his creditors, his failure to execute his duties within (10) days from receipt of a notice from the President of the Assembly of co-owners informing him of the default.

10.2.6 The instrument of appointment, resignation or removal of an administrator must be registered at the Registry Office for the Registration Division of Montreal and such appointment, resignation or removal will only be valid at the time of registration.

10.3 Powers and Duties of the Administrators

The administrators are entrusted with the conservation of the immoveable, the maintenance and administration of the common portions in accordance with their destination, and all measures in the common interest. Furthermore, the administrators are obliged 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 by law and this present Declaration. Without limiting the generality of the foregoing, the duties of the administrators include the following:-

10.3.1 To keep accurate accounts of the financial transactions involved in the performance of their duties and the exercise of their rights.

10.3.2 To keep and maintain up-to-date a book of minutes recording the meetings of the Administrators.

10.3.3 To take and maintain in force all insurance policies required under the present Declaration.

10.3.4 To administer the condominium project for the benefit of all of the co-owners, and for that purpose, to maintain, hire, fire and pay out such staff as may be required to carry out their duties in such management of the property.

10.3.5 To repair and maintain the common portions in accordance with the provisions of law and this present Declaration.

10.3.6 To maintain and repair all parking spaces as well as all parts of the indoor garages within which the said lots are located.

10.3.7 To maintain all common portions other than those that a co-owner of an exclusive portion is responsible for, under the terms of the present Declaration, in a clean state and for that purpose, see to the grass cutting, snow and ice removal and the cleaning of corridors, vestibules and all other common portion accessible or apparent.

10.3.8 To ensure the supply of water, oil, electricity and other public services, to the common portions and ensure the lighting, heating and air-conditioning of the common portions. Notwithstanding the provisions of the law or the present Declaration, each co-owner is responsible for the costs of water, oil, electricity and other public services used in his exclusive portion and he must also assume the cost of heating his exclusive portion housing unit (the temperature of each exclusive portion must be maintained at a minimum of sixty (60) degrees Fahrenheit).

10.3.9 To enter into a contract with any television or cable company, in order to supply television service to the exclusive portions. The hook-up to any of these services and the rental payable thereon shall be at the expense of the co-owner of the exclusive portion.

10.3.10 To ensure at all times the functioning of the elevators and other common services, and for that purpose, to enter into and sign any maintenance and repair contract required to ensure such services, as long as these contracts do not exceed a period of two (2) years and the costs were provided in the budget, unless approved by the majority vote of the co-owners.

10.3.11 To enforce the provisions of these presents by all co-owners, occupants and guests, and for that purpose, to enact and enforce the rules adopted by the majority of votes of the co-owners to insure the proper operation of the condominium project and the respect of the collectivity.

10.3.12 To purchase, hire, or by other means, acquire movables for the common use of the co-owners and for usage by the administrators, in order to furnish, maintain and use common parts and for repair of the parking units that are common parts, to sell or exchange these furniture goods.

10.3.13 To do all things reasonably necessary for the performance of their duties under the provisions of law and this present Declaration, including the rules pertaining to the common portions.

10.3.14 To adopt rules and regulations concerning the operation and use of the property on any subject where rules and regulations are needed and have not previously been made by the co-owners; these rules and regulations will remain in force until they are revoked or amended by the majority of votes of co-owners.

10.3.15 To employ a Manager or a company offering the same service and fix his remuneration, which must be approved by the majority of votes of the co-owners in a subsequent general meeting of co-owners. The Manager will execute the duties determined by the Administrators. The remuneration of the Manager is part of the common charges. The term of a contract intervened between the Administrators and a Manager cannot exceed one (1) year. Furthermore, the Administrators must obtain a guarantee-insurance (bond) for the Manager, if they judge it necessary.

10.3.16 To enter into and sign any agreement or Servitude or Ratification for same, for purposes of providing essential services and/or public utilities, the whole subject to the approval of the co-owners.

10.3.17 In case of an emergency, to proceed with the carrying out of any work necessary for the preservation of the property without previous approval of the co-owners for works costing less than twenty-five thousand dollars (25,000.00\$) or with the approval of the co-owners for works whose costs exceed this amount.

10.3.18 To represent the co-owners in all Civil and Judicial proceedings.

10.3.19 To hire legal, accounting, administrative and management services necessary for the proper administration of the project and the respect of the present Declaration and the law.

10.3.20 To purchase, lease or otherwise acquire or provide any other materials, supplies, equipment, services, maintenance and repairs which the Administrators are required to obtain or pay for, pursuant to the terms of this Declaration or by law, or which, at their option shall be necessary or proper for the operation of the common portions, or for the enforcement of this Declaration. If these materials, supplies, equipment, maintenance and repair services are provided for particular exclusive portions housing units or for common portions for which the co-owner of that exclusive portion housing unit is responsible, then, the cost thereof shall be specially assessed to the co-owner of such exclusive portions.

10.3.21 To maintain and repair exclusive portion housing units and common portions, if such maintenance or repair is necessary to protect the common portions or preserve the appearance and value of the building, and if the co-owner or co-owners of said exclusive portions housing units have failed to refused to perform said maintenance or repair for which they are responsible, within a reasonable time after written notice of the necessity of said maintenance or repair is delivered by the Administrators to said co-owner or co-owners, and the Administrators shall levy a special assessment against such co-owner or co-owners for the cost of said maintenance or repair as well as legal and collection fees paid by the Administrators to obtain that such a co-owner reimburses the maintenance repair including the interests at the rate of 3%per annum more than the current interest rate agreed to the Chartered Banks by the Bank of Canada.

10.3.22 The Administrators or the person or persons to whom the Administrators give authorization shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from the common expense fund.

10.3.23 The Administrators must render a report of their administration at least once per year, within ninety (90) days following the end of each fiscal year. The Administrators must also render a report of their administration when their duties cease. The annual financial statement of the Administrators must have been audited by a member of the Institute of Chartered Accountants of Quebec. Said annual financial statement must be made available to each co-owner or mortgagee.

10.3.24 No administrator shall be disqualified by their office from entering into, on behalf of the co-owners, any contract or any business transaction with a company in which they are in any way interested, provided it is approved by a majority vote of the co-owners, who would have been previously advised of such interest.

10.3.25 No administrator shall personally be liable for the acts, neglect or default of any person to whom they have given out a contract or for any loss or expense happening through the insufficiency or deficiency of title to any property acquired by order of the vote of the co-owners, for and on behalf of the co-owners, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the co-owners shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or fraudulent act of any person with whom any of the moneys, securities or effects of the co-owners shall be deposited, or for

any loss occasioned by an error of judgment or oversight on their part, or for any other loss, damage or misfortune whatever, which shall happen in the execution of the duties of their office or in relation thereto, unless the same shall happen through their own dishonest or fraudulent act or acts.

10.3.26 Every administrator shall, from time to time and at all times, be indemnified out of the funds of the co-owners from and against:

10.3.26.1 All costs, charges and expenses whatsoever, which such administrator sustain or incur in or about any action, suit or proceeding which is brought, commenced or prosecuted against them for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by them in or about the execution of the duties of their office, except any dishonest or fraudulent act or acts;

10.3.26.2 All other costs, charges and expenses which they sustain or incur in or about or in relation to the affairs thereof.

10.3.27 Any administrator handling or responsible for the co-owners' moneys or securities shall furnish a fidelity bond for an amount and under conditions established by the Assembly of co-owners. The premium of such bond shall be part of the common charges.

10.3.28 Bank Affairs

The banking affairs resulting from the co-ownership must be transacted with a chartered bank, credit union or trust company chosen by the Administrators.

These banking affairs must be exclusively handled by the Administrators on behalf of the co-owners. The Administrators must open one, or if needed, several accounts in a bank, credit union or trust company, and they must keep all supporting documents or bank slips of any transaction. This (these) account(s) must be used for administration purposes of the co-ownership only. Without limiting the generality of the foregoing, the Administrators are the only persons having the right to do the following: to make, sign, draw, accept, endorse, negotiate, deposit or transfer any bank draft or cheque relating to the affairs of the co-ownership, execute any agreement relating to the banking affairs; authorize any officer or employee of the said financial institution to carry out any act on behalf of the co-owners, in order to facilitate the transaction of the banking affairs of the co-ownership.

10.3.29 Deeds, transfers, assignments, contracts and obligations on behalf of the co-owners are to be signed by the majority of the Administrators, the whole in conformity to law and the provisions of this Declaration.

10.3.30 Borrowing

The Administrators have the right to transfer an amount of ten thousand dollars (\$10,000.00) from one budget item to another.

10.3.31 To secure repayment of moneys borrowed by them on behalf of the co-owners, and the repayment of interest thereon, by negotiable instruments of the banking institution.

10.3.32 The Administrators shall cause to be kept the following records:

10.3.32.1 A set of architectural plans and specifications of the building and of all alterations in the building;

10.3.32.2 The minutes of meetings of the Administrators;

10.3.32.3 The minutes of meetings of the co-owners;

10.3.32.4 Financial records and books of account, including a chronological list of receipts and expenditures, as well as a separate account for each exclusive portion, which shall contain the amount of each assessment of common expenses against each exclusive portion, the date when due, the amount paid thereof, and any amounts remaining unpaid;

10.3.32.5 An exclusive portion ownership register showing the names of the co-owners, the addresses for service of the co-owners, the proxies in force and the names and addresses for service of all mortgagees as well as the cadastre number of the exclusive portion housing unit and parking space who informed the Administrators of registration of their mortgages to the co-owners;

10.3.32.6 A register of transfer of voting rights to mortgage creditors or to third parties who gave notice of the transfer of voting rights to the Administrators;

10.3.32.7 All records and files shall be available for inspection at reasonable office hours by all co-owners and mortgagees.

10.3.33 Administrator's Compensation

Each administrator shall be reimbursed by the co-owner funds, of all costs, charges or expenses of all nature that he has paid or incurred in relation with an action, a legal proceedings or any other procedures initiated against him, relating to an act, document, matter or other fact given or authorized by him in relation with the execution of his duty, except for acts, omissions that would present a fraud or would be dishonest, and all other costs, fees, charges and expenses that were paid or incurred in relation with the co-owners' affairs.

10.4 Decisions of the Administrators

10.4.1 When a decision must be made by the Administrators, the majority of votes shall prevail except as provided by law.

10.4.2 All documents, contracts and cheques requiring the signature of an Administrator must be signed by at least two Administrators.

10.4.3 The Administrators shall meet whenever they deem necessary.

10.4.4 The Administrators must keep an up-to-date register with the minutes of their meetings.

10.4.5 All that must be done by the Administrators can be done by the majority vote.

10.4.6 Acquisition acts for common portions or other actual rights, provided they are regularly authorized by the Assembly of co-owners, are validly passed by the Administrators and they bind the co-owners by these acts of alienation or constitution of actual rights. Such authorization emanating from the Assembly of co-owners is proven by a certified copy from the President or Secretary of the Assembly of co-owners, re-publishing the pertinent debate of the said Assembly.

10.4.7 The Administrators can also acquire or transfer for and in the name of the co-owners, for valuable consideration or free, exclusive portions as long as they do not lose their characteristic as exclusive portions, and provided these are regularly authorized by the Assembly of co-owners.

TITLE XI
MEETINGS OF THE CO-OWNERS

11.1 Annual General Meeting

The co-owners must hold an annual general meeting within 365 days of the registration of this document. After this, the annual general meeting should be held the first Saturday of the month of December of each year.

11.1.1 Notice of meetings

No public notice or advertisement of meetings of co-owners, either special or general shall be required. A printed, written, typewritten or otherwise mechanically reproduced notice, in which is stated the date, hour and place of the meeting, together with an agenda setting forth the purpose of the business to be transacted thereat, shall be sent, by mail or delivered otherwise with proof of delivery, to each co-owner, at least fifteen (15) days (exclusive of the date of mailing, but inclusive of the date for which notice is given) before the date of every meeting, to:

11.1.1.1 Each co-owner, addressed to such co-owner at the address of his exclusive portion housing unit (unless any co-owner has notified the Administrators of a change of address to which the said co-owner wishes all notifications sent to, at least ten (10) days prior to the post-mark of the letter containing the notice of the meeting).

11.1.1.2 Mortgagees at the address signified by the mortgagees to the Administrators, by way of registered letter, or at the address stipulated in the Address Notice registered at the Registry Office against the original lot or fractions, at least ten (10) days prior to the post-mark of the letter containing notice

of the meeting.

11.1.1.3 Notices may be signed by the Administrators or by persons authorized by the Administrators. Notice of any meeting or any irregularly in any notice thereof may be waived by any co-owner or any mortgagee.

11.1.2 The Administrators shall send with the notice of meeting:

Firstly, a copy of the financial statement for the fiscal year newly expired; secondly, the proposed budget, when the meeting is called upon to vote upon same; thirdly, the draft amendments to the Declaration of Co-Ownership if any; fourthly, the draft amendments to rules and regulations of the co-ownership, if any, fifthly, the essential conditions of the proposed contract, when the meeting is called upon to approve or authorize a transaction or an estimate for the carrying out of work or when extraordinary decisions must be made.

11.2 Special general meeting of co-owners

Special general meetings of the co-owners may be called:

11.2.1 At any time, by the administrators or by three (3) administrators, as they see fit;

11.2.2 By one or more co-owners, representing at least one quarter (1/4) of the totality of the co-owners' votes. They must formulate their demand via a registered letter sent to the administrators, presenting the questions to be added to the assembly's agenda. This request is considered a formal demand upon the

administrators;

11.2.3 By one or more mortgage creditor in the same way as a co-owner, on condition that he or they have duly registered their mortgage loan on the fraction for which the co-owners have duly transferred their right to vote, and on condition that the said rights to vote they hold represent at least one third (1/3) of the totality of the co-owners' votes.

11.3 Officers of the Assembly of Co-Owners

11.3.1 Elections

The President, Vice-President and Secretary of the administration council of the co-ownership are automatically members of the council of the co-owners' assembly.

11.3.2 All officers (members of the administration council) will be elected at the end of every annual assembly of the co-owners.

11.3.3 Notwithstanding the foregoing, should none of the officers be present at the annual general or any special meeting, a temporary secretary will be elected by show of hands, who will act in the stead of the officers in order to conduct the meeting, and should it be an annual general meeting, he will immediately hold elections at the beginning of the said annual general meeting instead of the end, and immediately after such elections, the new officers shall preside and conduct same.

11.3.4 The officers of the Assembly of co-owners must be eighteen years of age and a co-owner and/or a spouse or representative of a co-owner. The duties of the officers and administrators cannot be pluralized.

11.3.5 The spouse of an Administrator or officer is not eligible for the position of administrator or officer.

11.4 Duties of Officers

11.4.1 President:

The President shall preside at all meetings of the co-owners. During the absence of the Secretary and Vice-President, the President must also certify true the minutes and extracts of minutes of the meetings of co-owners.

11.4.2 Vice-President:

During the absence or the inability to act of the President, his powers and duties shall fall upon the Vice-President, and he will then exercise the duties of the President.

11.4.3 Secretary:

He shall attend all the meetings of the co-owners and shall enter or cause to be entered in books kept for that purpose, minutes of all proceedings at such meeting. He shall further certify true extracts of the minutes of meetings of the co-owners and furnish copies of said extracts, on demand, to any co-owner, mortgagee or Administrators. He shall also send out notices for meetings. During the absence or the inability to act of both the President and the Vice-President, their powers and duties shall fall upon the Secretary. If, at any meetings of the co-owners, the President and Vice-President are not present, then the Secretary shall preside.

11.5 Quorum

11.5.1 The co-owners and/or the mortgagees, in the event that the co-owner has assigned his voting rights, or the mandataries of the co-owners, holding the majority of the votes constitute a quorum at the meetings.

11.5.2 When each person holding voting rights for each fraction arrives at any meeting of the co-owners he must provide identification to the Secretary of the co-owners.

11.5.3 Except as otherwise provided in these presents, no business shall be transacted at an annual general meeting or special meeting of the co-owners unless a quorum of the co-owners and/or mortgagees, entitled to vote thereat is present within sixty (60) minutes after the time for which the meeting was called.

If within sixty (60) minutes after the time appointed for the holding of any special or annual general meeting of the co-owners a quorum not be present, the meeting shall stand adjourned to the corresponding day in the next week, at the same place and time. If, at the second meeting a quorum is not present within sixty (60) minutes from the time appointed for the meeting, the co-owners or persons entitled to vote, who are present in person or represented by proxy at such meeting, shall be deemed to constitute a quorum, but in no case shall there be a quorum unless persons holding at least twenty-five per cent (25%) of the votes are present.

11.5.4 No business shall be transacted at any meeting of the co-owners where there is no quorum.

11.5.5 No notice for convocation of an adjourned meeting is required.

11.6 Voting

11.6.1 At any meeting of the co-owners, each of the co-owners, or the mortgagees, in the event that the co-owner has assigned his voting rights to the mortgagees, or any person holding a proxy for the co-owner or mortgagee, has, at his disposal the number of votes as set forth in Section V, hereof.

11.6.2 At special or general meetings, every question shall be decided by a show of hands, unless a poll therein required by the President, or be demanded by a co-owner, mortgagee or mandatary entitled to vote, who is present in person or by his proxy, if so represented. Upon a show of hands, every co-owner, mortgagee or mandatary, entitled to vote, shall have the number of votes applicable to his exclusive portion, as set forth in Section v. of the present Declaration. After a show of hands has been taken upon any question, the President may still require, or any co-owner or mortgagee entitled to vote may still demand a poll therein. Whenever a vote by show of hands shall have been taken upon a question, unless a poll therein be so required or demanded, a declaration by the President of the meeting, that the vote upon the question has been carried, or carried by a particular majority, or not carried, an entry to that effect made in the minutes of the proceedings at the meeting shall be prima facie evidence of the fact, without proof of number or proportion of the votes recorded in favour of or against any resolution or other proceedings in respect of the said question, and the result of the vote so taken shall be the decision of the co-owners in a special or general meeting, as the case may be, upon the question.

11.6.3 If, at any meeting of the co-owners a poll is demanded and such demand be not withdrawn, it shall be taken in such manner as the President directs. The result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. A demand for a poll may be withdrawn at any time prior to the taking of the poll.

11.6.4 Any co-owner may issue a proxy, in which he appoints a mandatary. This proxy must be made in writing, over the signature of the mandator or of his attorney authorized in writing; if the mandator is a corporation, it must be

made over the signature of a person authorized for such purpose.

11.6.5 Any co-owner may, in any deed, transfer and assign all his voting rights unto a mortgagee, for the term of the loan. Once the existence of the Deed has been signified unto the Administrators by registered letter, any future votes cast on behalf of the fraction so hypothecated must be in accordance with the terms thereof. In such case, the mortgagee may issue a revocable proxy in which it appoints a mandatary, in the same manner as herein above stipulated.

11.6.6 For a proxy, or the revocation of a proxy to be valid, it must be received by the Administrators at least forty-eight (48) hours prior to any meeting. The co-owners, or any person named in the proxy will be responsible to notify the Administrators of same.

11.6.7 Decisions, except those hereinafter mentioned in paragraph 11.7, are to be taken by the majority vote of the co-owners and/or mortgagees entitled to vote, present or represented at the meeting. Decisions duly taken shall bind all co-owners, even those opposing them and those who were not represented at the meeting.

11.7 Extraordinary Decisions

Decisions representing the following matters can be taken only by the vote of at least one-half (1/2) of the co-owners or their mandataries and/or mortgagees representing at least three-fourths (3/4) of the votes;

11.7.1 Acts of acquisition of immovables and of partial alienation of common portions.

11.7.2 Modification of the Declaration of Co-Ownership or accompanying plans.

11.7.3 Works involving the alteration, enlargement or improvement of the common portions and the apportionment of the cost of such works.

11.7.4 Reconstruction or repair in case of loss; subject to the provisions of Section XV entitled Damage and Section XVI entitled Termination as hereinafter set forth.

11.7.5 Acts of alienation or acquisition of exclusive portions in the case contemplated in Article 441(x) of the Civil Code of the Province of Quebec.

11.7.6 Notwithstanding the previous paragraphs, a meeting of the co-owners cannot impose upon a co-owner, any change in the relative value of his fraction, the destination of the exclusive portions of his fraction, or the use he may make thereof, contrary to the Declaration of Co-Ownership.

11.8 General Provisions

11.8.1 If a fraction or a mortgage on a fraction is owned by two (2) or more persons, any one of them present or represented by proxy may, in the absence of the other or others, vote. If, however, two (2) of them are present, they must decide at the commencement of the meeting which of them will have the

right to vote, and the Secretary shall record same.

11.8.2 Notwithstanding the above, should the mortgagee to whom the co-owner has assigned his votes and who has signified same to the Administrators, as herein above set forth, be present or represented and wish to vote in accordance with the terms of this deed, he may do so to the exclusion of the co-owner, unless a proxy to the contrary remains in force in the books of the Administrators.

11.8.3 An executor, administrator, tutor, guardian or trustee (and where a corporation acts in such capacity, any person duly appointed a proxy for such corporation), upon filing with the Secretary of the meeting sufficient proof of his appointment, shall represent the co-owner at all meetings of the co-owners, and may vote in the same manner and to the same extent as such co-owner.

TITLE XII
COMMON CHARGES

12.1 Contribution to Common Charges

Each co-owner shall contribute to the common expenses in the proportion identical to the percentage allocated to his exclusive portion, as set out in Section V hereof.

12.2 Specification of Common Charges

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

12.2.1 The maintenance, cleaning, repair, replacement and the operation of the common portions and the common portions used exclusively by a co-owner save and except otherwise indicated in the present Declaration.

12.2.2 The maintenance, cleaning, repair, replacement and operation of the exclusive portion parking spaces, save and except otherwise indicated in the present Declaration.

12.2.3 The cost of all electricity, water, heating and all other utilities and services used in the common portions for the common portions, the common portions used exclusively by a co-owner and exclusive portion parking spaces, save and except otherwise indicated in the present Declaration.

12.2.4 The remuneration payable to any employees deemed necessary for the operation and maintenance of the property, and without limiting the generality of the foregoing, the salary of any Manager for the said project.

12.2.5 The cost of materials, furnishings and equipment for use in and about the common portions or generally used as common portions, including the repair, cleaning, maintenance and replacement thereof.

12.2.6 The cost of legal, accounting and auditing services and other professional services deemed necessary by the Administrators.

12.2.7 Premiums for insurance as set forth in these presents, fidelity bonds and the cost of any other objects and duties imposed by law, this Declaration and any decisions of the co-owners.

12.2.8 Fees of the Administrators.

12.2.9 The cost of borrowing money to carry out the objects and duties of the Administrators and the repayment, including principal and interest, of debts incurred for the objects and duties of the Administrators, provided that the borrowing of such money was authorized, and required, the whole in virtue of the present Declaration.

12.2.10 Real estate taxes, under which the common portions of the building are subject to, even those relating to exclusive portions when related fiscal authorities have not already distributed them between the various co-owners.

12.2.11 The ordinary and special reserve funds stipulated in paragraph 9.7 above.

12.3 Fiscal Management

12.3.1 Budget: At the general meeting of co-owners, the Administrators shall submit a budget to the co-owners for the next ensuing fiscal year. After approval and adoption of the said budget by the co-owners at such meetings, the Administrators shall then forward to each co-owner and to each mortgagee who has notified his interest to the Administrators, a copy of said budget, together with a notice showing the amount assessed to each co-owner, on a monthly basis (except insurance premiums required and where the Administrators may decide on an annual global assessment, at a date to be determined by them) according to the proportion in which they are required to contribute to the common charges, as set forth in Section V. of these presents.

The said budget shall be apportioned in two (2) principal classifications: current operations and reserve fund.

12.3.1.1 Current operations: include all normal maintenance and repair expenditures to be made within the fiscal year, a reasonable allowance for contingencies and working funds, but which shall not include expenditures chargeable to the reserve account; and

12.3.1.2 Reserve fund: ordinary or special which include accumulated funds as stipulated in paragraph 9.7 above.

12.3.2 Method of Payment

Commencing on the first day of the month following receipt of said budget and notice, each co-owner shall pay to the Administrators the amount stipulated in the notice attached to the budget, and later, on the first day of each month until the end of the fiscal year. The payment shall be made in the manner set forth by the Administrators.

In case of default or delay in preparing an annual budget, the co-owners shall continue to make the monthly contributions fixed by the most recent budget.

12.3.3 Special Budgets

If at any time during the course of any fiscal year, the Administrators determine that the annual assessment of contributions are insufficient and in view of anticipated expenses, then, the Administrators may prepare a special budget to be submitted at a special general meeting of co-owners. The Administrators shall prepare and cause to be delivered to each co-owner and to each mortgagee, which have duly notified his interest, a copy of a revised budget approved by the special meeting of co-owners, with a notice of the new assessment. Upon receipt of this notice of the new assessment, each co-owner shall pay the revised monthly contributions to the Administrations.

12.3.4. Collection

The provisions of article 2729 of the Civil Code are applicable for the collection by the administrators of debts of any nature from the co-owners, whether for a provisional or final payment. The co-owner is equally responsible for all costs, accessories and penalties caused by his delay in payment.

12.3.5 Joint Possession

The obligations of each co-owner are indivisible towards the Administrators, who, consequently may demand their complete execution from any of the heirs or representatives of a co-owner.

If an exclusive portion belongs jointly to several co-owners, they are held jointly and severally responsible for the charges towards the Administrators, who, consequently may demand total payment from any of the joint co-owners.

12.3.6 General Provisions for Common Charges

12.3.6.1 The amount accumulated in the reserve funds and any other amount paid by the co-owners must be deposited by the administrators in a chartered bank, a credit union (Caisse Populaire) or a trust company, or must be invested in accordance with the provisions of article 981 (o) of the Civil Code of the Province of Quebec. The interests earned on each reserve account shall be used to increase each fund. Any other investment made by the Administrators on behalf of the co-owners must be approved beforehand by the assembly of co-owners.

12.3.4 Collection

The provisions of article 442 (k) of the Civil Code of the Province of Quebec are applicable for the collection of debts of any nature from the co-owners by the administrators, whether for a provisional or final payment. The co-owner is equally responsible for all accessory costs both judicial and extrajudicial, caused by the delay in payment by the co-owner.

12.3.5 Joint Possession

The obligations of each co-owner are indivisible towards the Administrators, who, consequently may demand their complete execution from any of the heirs or representatives of a co-owner.

If an exclusive portion belongs jointly to several co-owners, they are held jointly and severally responsible for the charges towards the Administrators, who, consequently may demanded total payment from any of the joint co-owners.

12.3.6 General Provisions for Common Charges

12.3.6.1 The amount accumulated in the reserve funds and any other amount paid by the co-owners must be deposited by the administrators in a chartered bank, a credit union (Caisse Populaire) or a trust company, or must be invested in accordance with the provisions of article 981 (o) of the Civil Code of the Province of Quebec. The interests earned on each reserve account shall be used to increase each fund. Any other investment made by the Administrators on behalf of the co-owners must be approved beforehand by the assembly of co-owners.

12.3.6.2 A co-owner shall not be entitled to repayment out of any share of the assets of the common expense fund or reserve fund, on sale of his fraction; his share from these funds shall become the property of the purchaser with whom he will make any necessary adjustment. Notwithstanding the above, the former co-owner remains bound for the payment of all his debts which, at the date of the transfer of the property are due and exigible. The former co-owner cannot require the restitution, even partial, of sums paid by him by way of advances or provisional payments. The new co-owner is responsible for the payment of the common charges which were due and exigible on the date of the transfer of property. Notwithstanding any other provision of these presents, the "former co-owner" and the "new co-owner" are jointly and severally responsible, without benefit of division, discussion or subrogation, of any contribution due and unpaid on the date of transfer of the property.

Within twenty (20) days following a request, the Administrators shall furnish a co-owner or mortgagee, or any person authorized in writing by either of them with a verified statement as of the first day of the month in which such request is made, but only as regards the fraction that they have an interest in, setting forth the following:-

12.3.6.2.1 Any dues or fees that are in arrears, unpaid or payable as of such date, together with the interest due on these arrears, the legal fees and additional charges resulting from the collection of such arrears;

12.3.6.2.2 The amount outstanding in the reserve fund(s);

12.3.6.2.3 The amount of the monthly contributions and date when said contributions are exigible; and

12.3.6.2.4 The details of cost of any work or acquisition in the common portions or any other works authorized by the co-owners but not yet assessed in a budget.

12.3.6.3 Rights of the Mortgagees

In addition to all other rights in favour of the mortgagees of each fraction, as created in virtue of the Deeds, of Loan, of law or the present Declaration, and without restriction thereof, the mortgagees shall have the following rights:-

12.3.6.3.1 In the event of a foreclosure upon any fraction by a mortgagee who has specifically, in a deed, had assigned to him all the rights of the co-owners in and to any amounts in the common expense fund, then the share of the common expense fund applicable to that fraction shall become the property of the mortgagee as soon as said mortgagee obtains title to the fraction.

12.3.6.3.2 At the request of a mortgagee of a fraction, the Administrators shall furnish to this mortgagee a statement of account indicating any unpaid monthly common charges and any other money claims against the co-owner, with respect to his fraction, which are more than thirty (30) days past due.

12.3.6.3.3 Furthermore, at the written request of a mortgagee of a fraction, the Administrators shall forward to such mortgagee, a copy of any notice of default in payment of monthly common charges or any other default which is given to the co-owners concerning the fraction upon which such mortgagee holds a mortgage.

12.3.6.4 The Administrators shall take all necessary steps to enforce the payment by each co-owners of all monthly contributions and all other amounts owed by him to the Administrators.

12.3.6.5 The payment by each co-owner of the sums he owes to the Administrators is secured by a privilege on his fraction, ranking immediately after the claim on the Vendor. Such privilege is preserved by the registration, within sixty (60) days after the debts falls due, of a Notice or Memorial in the form of an Affidavit, inducing the amount of the claim and the designation of the fraction affected by the privilege. Such privilege is extinguished on failure of the Administrators to sue the co-owner, within three (3) months of the date of registration, and to call the Registrar into the case in order to have him make an entry of the action in the index of immoveables. Any of the Administrators is qualified to register such privilege and to grant a discharge thereof. The co-owner in default is responsible for all costs deriving from the imposition of a privilege on his property.

12.3.6.6 Arrears in payments required to be made under the provisions of Section XII of these presents, shall bear interest for the benefit of the co-owners. The rate of interest shall be fixed at 3% per annum more than the interest rate agreed from time to time, to Chartered Banks by the Bank of Canada.

12.3.6.7 When a co-owner has not paid any fees due by him for a period of thirty (30) days, the administrators, in addition to the rights and privileges provided to them by law and by the present declaration, have the right to add to the sum due a penalty of \$50.00, said penalty being stipulated for mere delay in the performance of the obligation.

When the administrators are also required to undertake judicial procedures against a co-owner in default, he shall pay a penalty equivalent to 100% of the judicial and extrajudicial fees and disbursements of the attorneys mandated by the Administrators and incurred for the collection of the debt. This penalty is stipulated for a mere delay in the performance of the obligation. Any such legal remedies shall be in addition to and without having other rights and privileges to secure the collection of any amount due, and can be taken concurrently at any time.

However, if the mortgagee has acquired the property by way of any hypothecary recourse, he or his successor shall not be held responsible for the payment of the outstanding common charges on the fraction left by the co-owner.

12.3.6.8 From the registration of the present Declaration, the Declaration shall pay his portion of the common charges assessed to each of his unsold fractions. Each time a fraction is sold, the Declarant shall be released in the future of those common charges with the exception of the deficit for the first year.

12.3.7 The administrators must invest, for a maximum period of twelve (12) months, in a chartered bank, a banking institution, in a credit union or a trust company, member of the Insurance Deposit of Quebec or Canada, the funds accumulated in the reserve account, in conformity with the dispositions of article 981 (o) of the Civil Code of the Province of Quebec. The interest earned on these investments must be kept in order to increase the reserve account. All other investments that the administrators wish to make must be approved by the co-owners.

12.3.6.7 When a co-owner has not paid any fees due by him for a period of fifteen (15) days, the Administrators have the right, in addition to the rights and privileges provided to them by law and by the present Declaration, to institute legal action to ensure the collection of the said fees. The cost of undertaken legal proceedings, including lawyers' legal and incidental fees, is added to the amount due by the co-owner. Any such legal remedies shall be in addition to and without waiving other rights and privileges to secure the collection of any amount due, and can be taken concurrently at any time.

However, if the mortgagee has acquired the property by way of default of non-payment or sale by sheriff, he or his successor shall not be held responsible for the payment of the outstanding common charges on the fraction left by the co-owner.

12.3.6.8 From the registration of the present Declaration, the Declarant shall pay his portion of the common charges assessed to each of his unsold fractions. Each time a fraction is sold, the Declarant shall be released in the future of those common charges with the exception of the deficit for the first year.

12.3.7 The administrators must invest, for a maximum period of twelve (12) months, in a chartered bank, a banking institution, in a credit union or a trust company, member of the Insurance Deposit of Quebec or Canada, the funds accumulated in the reserve account, in conformity with the dispositions of article 981 (e) of the Civil Code of the Province of Quebec. The interest earned on these investments must be kept in order to increase the reserve account. All other investments that the administrators wish to make must be approved by the co-owners.

TITLE XIII
INSURANCE

13.1 By the Administrators

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

13.1.1 Insurance against damage by fire and extended perils and such other insurance as the Administrators may deem necessary, insuring for its full replacement value, without deduction for depreciation:

13.1.1.1 All the common portions; and

13.1.1.2 Moveable property acquired by the Administrators on behalf of the co-owners, for their common use;

13.1.2 Insurance against damage by fire and extended perils, for its full replacement value, without deduction for depreciation, and such other insurance as the Administrators may deem necessary, insuring the exclusive portions, including all improvements made to the exclusive portions, in accordance with their architectural plans and specifications, notwithstanding that some of such improvements may have been made after the registration of the present Declaration, but excluding any improvements made by the co-owners thereof.

13.1.3 Such policy or policies of insurance as required by paragraphs 13.1.1 and 13.1.2 hereof shall insure the interest of the Administrators and the co-owners, as their respective interests may appear, with mortgagee endorsements, which mortgagee endorsements shall be subject to the provisions hereof. All insurance policies obtained by the Administrators shall contain the following provisions:

13.1.3.1 Waivers of subrogation against the Administrators, the Manager, agents, employees and servants and co-owners, and any member of the household of any co-owner of an exclusive portion, except in case of fraud or arson.

13.1.3.2 Such policy or policies of insurance shall not be cancelled or substantially modified without at least forty-five (45) days prior written notice, to be given to the Administrators and to any mortgagee whose interests appear thereon.

13.1.3.3 Waivers of any defence based on co-insurance or of cancellation arising from the conduct or any act or omission of any insured, or in breach of any statutory condition by the Administrators or any co-owner.

13.1.3.4 In the event coverage hereunder be brought into contribution with any insurance which might be placed by a co-owner or mortgagee, being only supplementary.

13.1.4 Insurance covering all aspects of public liability to insure the liability of the co-owners and Administrators, but shall not be, in any case, less than one million dollars (\$1,000,000.00). This policy must also contain a waiver on right of subrogation against the Administrators, Manager, agents, mandataries, servants, employees, co-owners and any member of the household of any co-owner of an exclusive portion.

13.2 General Provisions

13.2.1 Prior to obtaining any renewal of any policy or policies of insurance under Section XIII of the presents, and also at such other time as the Administrators may deem advisable, the Administrators shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be effected pursuant to the terms of Section XIII of these presents, the cost of such appraisal shall be a common expense. An appraisal should be reviewed, in any event, at least every five (5) years.

13.2.2 When the property is to be repaired, the Insurer must repair the property, the whole according to the terms and conditions of the present Declaration, and when the work has been completed, the Administrators shall give to the Insurer a release for the said work done. In all other cases, the Administrators shall have the exclusive right on behalf of themselves and as agent for the co-owner, to adjust any loss and settle all claims with respect to all insurance placed by the Administrators, and to give such releases as are required. Any claimant, including the co-owner of a damaged exclusive portion shall be bound by the adjustments of the Administrators.

13.2.3 Notwithstanding any terms to the contrary in any mortgage placed on any fraction, the provisions in the present Declaration shall prevail over the provisions in the Deed of Mortgage, and therefore the mortgagee shall not have the right to have the proceeds of any insurance policy or policies applied on account of the mortgage, and thereby prevent application of the proceeds of any insurance policy or policies towards the repair of the property. As a result, the mortgagee shall renounce to the enforcement of any statutory or conventional provisions giving the mortgagee the right to receive and apply the proceeds of any insurance policy or policies, to reduce his claim. The present provision shall be read without prejudice to the right of any mortgagee to exercise the right of a co-owner to vote or to consent as to whether the property should be repaired, where a vote is required, if the Deed of the mortgagee contains a provision giving him the right, and also, without prejudice to the right of any mortgagee to receive the proceeds of any insurance policy if the property is not repaired.

13.2.4 A Certificate of Insurance shall be issued as soon as possible to each co-owner and/or mortgagee. Renewal certificates, or certificates of new insurance shall be furnished to each co-owner and mortgagee not later than ten (10) days after the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the Administrators at their office, available for inspection by a co-owner or mortgagee on reasonable notice by them. Should the master policy be requested by the first mortgagee holding the majority of the mortgages on the exclusive portions, then said first mortgagee shall be entitled to the master insurance policy, and in that event the Administrators will only hold a copy of said master policy at their office.

13.2.5 No insured, other than the Administrators shall be entitled to amend insurance policies obtained by the Administrators.

13.2.6 In case of fire loss, the Administrators must notify the mortgagees of an exclusive portion, within ten (10) days of such loss, of any damages caused to said exclusive portion by said fire loss and which are subject to a claim under the fire insurance policy. This notice must state the nature and estimated value of the damages.

13.3 Disbursement of Insurance Proceeds

13.3.1 Insurance Trustee

In case of loss, the Insurance Trustee of the co-owners shall be any first mortgagee holding first mortgages on fifty percent (50%) or more of all of the fractions, or any trust company elected by such mortgagee, and will receive the proceeds payable under the terms of the insurance policy. If no first mortgagee holds first mortgages on at least fifty percent (50%) of all of the fractions, then the insurance trustee shall be appointed by a majority vote of all the first mortgagees, the first mortgagee of each fraction having one (1) vote in the appointment of said insurance trustee. In this latter case, the trustee will be a Trust Company licensed to do business in the Province of Quebec.

13.3.2 If, following a loss, the property is not to be repaired or rebuilt, then, on receipt of a certificate issued by the Administrators, certifying the termination of the co-ownership of the immovable, as established under Articles 442(m) and 442(o) of the Civil Code of the Province of Quebec, the Insurer shall pay the proceeds of the insurance claim to the Insurance Trustee provided for in the preceding paragraph, who shall hold the funds in trust for the co-owners and mortgagees of the fractions, to be distributed in their respective proportions.

13.3.3 If the property is to be repaired or rebuilt, then, on receipt of instructions from the Administrators to that effect, the Insurer will immediately commence to the repair and reconstruction of the damage that has occurred and shall complete same as soon as possible. The Insurer shall perform the work with the same quality, finish, material and competent workmanship that existed prior to the damage.

13.3.4 If the property is to be repaired or rebuilt, and if the Insurer refuses to assume their obligations and carry out the repairs and reconstructions provided in these presents, then, this Insurer must pay the insurance proceeds to the Trustee who shall keep these amounts in trust. The Administrators will then proceed to the repairs and reconstructions of the damages caused by the loss and they shall complete the works as soon as possible; the Trustee shall pay to the Administrators moneys required during the progress of repair and reconstruction works, executed to the Trustee's satisfaction, and to his requirements.

13.4 Insurance by a Co-Owner

13.4.1 Each co-owner of an exclusive portion shall be responsible for obtaining and maintaining to the fullest extent obtainable, his own insurance or any additions or improvements made by the co-owner to his exclusive portion, and for furnishings, fixtures, equipment, decorating and personal property and chattels of the co-owner contained in his exclusive portion and/or common portions. These insurance policies shall contain waivers of subrogation against the Administrator, the Manager, agents, employees and servants, and against the other co-owners and any members of their household, or any co-owner of any other exclusive portion, except in case of fraud or arson. This insurance policy must be acquired from the Insurer providing the policies mentioned in paragraph 13.1.2 of these presents, as long as the rates offered by said Insurer are competitive.

13.4.2 Each co-owner shall be responsible for obtaining and maintaining his own public liability insurance, covering any liability of the co-owner, to the extent not covered by any public liability and property damage insurance obtained by the Administrators. This insurance policy must be acquired from the Insurer providing the policies mentioned in paragraph 13.1.4 of these presents, as long as the rates offered by said Insurer are competitive.

13.4.3 No co-owner shall obtain and maintain any insurance on his exclusive portion other than in accordance with the provisions of this Section XIII, without the consent in writing of the Administrators, which consent will not unreasonably be withheld.

TITLE XIV
INDEMNIFICATION

14.1 By The Co-Owner

Each co-owner shall indemnify and keep the Administrators free of any responsibility for and against any losses, costs, damages, injuries or any other liability that the Administrators or other co-owners may suffer or incur, as a result of an act or omission of the said co-owner, his family members, any other occupant of his exclusive portion, or any guest or visitor of such co-owner, with respect to the common portions and/or the exclusive common portions, except for any loss, cost, damage, injury or other liability caused by an insured (as defined in the Administrators' insurance policy) and for which the Administrators are insured.

Any amount that must be paid by a co-owner to the Administrators, as a result of paragraph 14.1 of the present Declaration, includes collection and legal fees incurred by the Administrators in order to collect such amounts, and these amounts are subject to interest charges as stipulated in the interest clause of the present Declaration.

The Administrators may also recover these amounts by monthly payments which they shall determine; these monthly payments shall be added to the monthly common charges payable by this co-owner upon receipt of a notice from the Administrators to that effect. Any payable amount, in accordance with paragraph 14.1 of the present Declaration, is considered as a contribution to the monthly common charges and is collected as such.

All such amounts will bear interest starting at payment due date; such interest will be at an annual variable rate corresponding to the preferred rate of the financial institution where the accounts of the co-ownership will be held, and

prevailing the first day of each month (hereafter called the basic rate), plus an additional fixed rate of three percent (3%), and calculated on a monthly basis. The payable interest rate will be changed, if required, the first day of each month, to match the basic rate prevailing at that date, increased by the fixed additional rate.

14.2 **By The Administrators**

The Administrators shall indemnify the co-owner of an exclusive portion, his employee or servant, his guest or any other person visiting the exclusive portion of that co-owner, for and against any losses, costs, damages, injuries or other liabilities suffered or incurred and resulting from or caused by the negligence, fault or omission of the Administrators, janitors, agents, workers, employees, and independent contractors; the Administrators must indemnify any co-owner for any damage done to his exclusive portion, mainly resulting from the maintenance or repair by the Administrators of the common portions; provided that, notwithstanding the preceding dispositions, each co-owner limits his claim to the amount of the indemnity received by the Administrators from the insurance policy covering public liability.

TITLE XV

TOTAL OR PARTIAL DESTRUCTION - DAMAGES

In case of total or partial destruction of the project, the Administrators and the Insurer shall proceed as soon as possible to obtain at least two (2) firm tenders fixing the price for complete reconstruction or repair of the project.

For the purposes of the present Declaration, the "total or partial destruction of the project" shall mean the total or partial destruction of the property without taking into consideration any improvements or additions made by any of the co-owners to their respective exclusive portions.

For the purposes of the present Declaration and the administration of the project, the word "loss" used in Section 4 of Article 442(f) of the Civil Code of the Province of Quebec does not apply where the cost of reconstruction or repair is less than ten per cent (10%) of the total value of the project before the casualty.

For the purposes of the present Declaration and the administration of the project, the words "total or partial destruction" used in Article 442(m) of the Civil Code of the Province of Quebec means total or partial destruction where the cost of repair or reconstruction exceeds ten per cent (10%) of the total value of the project before the casualty. Therefore, Article 442(m) of the Civil Code of the Province of Quebec would not apply where the total or partial destruction of the project occurs and the cost of repair or reconstruction of same is less than ten per cent (10%) of the total value of the project before the casualty, then, the Administrators shall instruct the Insurer to proceed to said reconstruction or repair in conformity with the Insurance Section of the present Declaration of Co-Ownership, the whole without the necessity of any vote of the co-owners. The Insurer shall immediately proceed to the said reconstruction and repair.

TITLE XVI
TERMINATION

16.1 In case of the total or partial destruction of the project and when the cost of repair or reconstruction exceeds ten per cent (10%) of the total value of the project before the casualty, the whole as more fully set forth in Section XV hereof, if the decision to rebuild is not made within ninety (90) days, or if a decision not to rebuild is made, then the Administrators are entitled to register a notice that the rights of co-ownership are terminated, and then the rights of co-ownership are liquidated by the distribution of the net proceeds of the sale and the indemnities from insurance taken out by the Administrators, plus any amount in the reserve account to the mortgagees and the co-owners, according to their interest, the whole in proportion to the value of their respective fractions, less any amount due to the Administrators, the whole according to the rules stipulated in paragraph 16.3 hereunder.

16.2 Co-Ownership of an immovable established under the present Declaration may also be terminated by means of a registered Notice which must be signed by all the co-owners and accompanied by the written consent of all holders of privileges or mortgages, registered against all or part of the immovable. Such Notice is registered, by deposit, in the same manner as the Declaration of Co-Ownership.

16.3 The rules relating to judicial partition and licitation of common property, apply to the liquidation of the rights of co-ownership from the date of registration of the Notice mentioned in paragraphs 16.1 and 16.2, or from the date of expiry of the delay of ninety (90) days mentioned under paragraph 16.1 of this title.

TITLE XVII
GENERAL MATTERS

17.1 Rights of Entry

17.1.1 The Administrators, or any insurer of part of the property, their respective agents, or any other person authorized by the Administrators shall be entitled to enter any exclusive portion or common portions with exclusive use by a co-owner under the present Declaration, at all reasonable times, upon giving reasonable notice to the concerned co-owner, for the purpose of making inspections, adjusting losses, making necessary 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 Administrators.

17.1.2 In case of an emergency, the Administrators or their authorized agent may enter an exclusive portion at any time and without notice, for the purpose of repairing the exclusive portion, the common portions, or common portions used exclusively by a determined co-owner, or for the purpose of correcting any condition which might result in damage to the property. The Administrators or any one authorized by them may determine at their discretion, whether an emergency exists.

17.1.3 If a co-owner is absent, the Administrators or their agent may enter upon such exclusive portion or common portion used exclusively by a co-owner, without rendering him or them liable to any claim or cause of action for damages by reason thereof, provided they do not act negligently and provided for in the preceding paragraphs 17.1.1 and 17.1.2.

17.1.4 Except as specifically provided in the present Declaration, the rights and authority hereby reserved to the Administrators, their agent, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any exclusive portion or common portions used exclusively by a co-owner.

17.2 Registration

All present and future co-owners, tenants and residents of exclusive portions, their families, employees, guests, invitees or licensees shall be subject to, and shall comply with the provisions of law, the present Declaration and all rules and regulations adopted in virtue of the present Declaration of Co-Ownership.

The purchase of each fraction, or the entering into occupancy of any exclusive portion shall constitute an agreement that the provisions of law, the present Declaration and all rules and regulations adopted in virtue of the present Declaration, are accepted and ratified by such co-owner, tenant or resident, and all of such provisions shall be deemed and taken to be covenants running with the exclusive portion, and shall bind any person having, at any time, any interest or estate in such exclusive portion, as though such provisions were recited and stipulated in full in each and every such deed of purchase or lease or occupation agreement.

17.3 Invalidity

Each of the provisions of the present Declaration shall be deemed independent and severable, and the invalidity or inability to enforce 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 the present Declaration shall continue in full force and effect, as if such invalid provision had never been included herein.

17.4 Waiver

The failure to take action to enforce any provision contained in the present Declaration, in the law, or any other rules and regulations adopted in virtue of the present Declaration, 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.

17.5 Conflicts

In the event of a conflict between the provisions of the law, the present Declaration, or any rules and regulations adopted in virtue of the present Declaration, the provisions of the law shall govern; subject to the law, the provisions of the present Declaration, the rules and regulations made thereunder shall govern; the rules and regulations made by the Administrators shall only be valid so long as they are not in conflict with the rules and regulations adopted by the co-owners in virtue of the present Declaration, and do not conflict with anything in

the law or this Declaration.

17.6 Transfer of Property

The Declaration of Co-Ownership and its modifications duly registered before the execution of a deed of sale of an exclusive portion housing unit must be mentioned to the new co-owner or new holder of transferred rights. Express mention of the Declaration must be added to the deed and the purchaser must assume in the deed, all obligations of the seller in virtue of the Declaration of Co-Ownership. The provisions of the present paragraph apply not only to transfers of property rights but any dismemberment such as bare-ownership, usufruct and rights of users or habitation.

17.7 Interpretation

For purposes of the present Declaration, the annexes and preambles are part of the Declaration and are used to explain the aim and importance. Each provision of the present Declaration or rules and regulations adopted in virtue of the present Declaration must receive a large and liberal interpretation that ensures the accomplishment of its aim and the execution of its prescriptions according to their real meaning, sense and purpose. Whatever time a verb is used in a provision, that provision will be held in force at all times and in all circumstances where applicable. Each time mention is made of a thing that "shall" or "must" be done, the obligation to accomplish same is absolute, but if mention is made that thing "should" or "could" be done, its accomplishment is optional. If the fixed delay for the accomplishment of a thing expires on an official holiday, the deal is extended to the next unofficial day. The masculine gender is either feminine or neuter, or

vice-versa as the case may be. Whenever the singular number is used, it shall refer to the plural or vice-versa as the case may be. This right of nomination to a duty or post also entails one of dismissal. Words importing person include corporations, companies, partnerships and any number of persons and extends to heirs and legal representations, or vice-versa as the case may be.

17.8 Servitude By Destination Made By The Co-owner

This document creates and constitutes, by destination made by the co-owner, a real and perpetual servitude of view rights in order to legalize all the illegal views, openings or projections that may exist between the exclusive portions described in the present document and/or between the common portions described in the present document, as well as a mutual servitude, a real and perpetual right of way, in order to give access to each co-owner, for maintenance purposes, to all common portions whose usage is exclusively reserved to the corresponding co-owner, and this against and in favour of each exclusive and common portions described in the present document, the extent of the said servitude of right of way includes all the common portions described in the present document and representing the ground.

17.9 Communication Language

All notices and all communications by the administrators to the co-owners shall be in French, but they can be in English to co-owners who requested this in writing to the administrators. The co-owners can communicate with the administrators in French or in English at their choice.

Interest Rate

The interest rate shall be calculated from the default date, at an annual variable interest rate equivalent to the preferential bank rate (of the bank the administrators are making business with) effective the first date of each month (referred to as the basic rate), plus three per cent (3%) as a fixed complementary rate, calculated on a monthly basis. The payable interest rate shall be modified (if required) the first day of each month in order to be equivalent to the basic rate enforced on that date plus the fixed complementary rate.