

**WINNIPEG  
CONDOMINIUM CORPORATION  
NO. 882**

**FALCON WEST ESTATES**

**CONDOMINIUM DECLARATION**

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**CONDOMINIUM DECLARATION  
OF  
FALCON WEST ESTATES**

**DECLARATION**

**THIS DECLARATION** of covenants, conditions and restrictions is made and executed pursuant to **The Condominium Act , R.S.M. 1987, c. C170**, and amendments thereto (hereinafter referred to as the “Act”) at the City of Winnipeg, in the Province of Manitoba, the 19th day of March, 2014 by **5753016 Manitoba Ltd.** a corporation having its head office at 8 Larter Crescent in the town of St. Andrews, in the Province of Manitoba (hereinafter called the “**Declarant**”).

**WHEREAS:**

1. The Declarant is the registered owner in fee simple in possession of the land hereinafter described in Schedule “A” attached hereto.
2. The Declarant intends that the land, and the interests appurtenant thereto described in the Plan, or subsequently added to the common elements, and all common amenities or services or improvements constructed thereon for the use in common of the unit owners (hereinafter referred to as the “**Property**”) shall be governed by the Act;
3. The Declarant is desirous of establishing for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, certain easements and rights in, over and upon the Property, and certain mutually beneficial restrictions and obligations with respect to the Property and the use and conduct and maintenance thereof;
4. The Declarant desires and intends that the several owners, mortgagees, occupants and other persons hereinafter acquiring any interest in the Property shall at all times enjoy the benefits of and shall hold their interest together with and subject to the rights, easements, privileges and restrictions hereinafter set forth, and as provided by the Act, By-Laws and Common Element Rules hereinafter referred to, all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspects of the Property and are established for the purpose of enhancing the value, desirability and attractiveness thereof;

5. The Property to which this Declaration relates does not contain rented residential premises that are occupied by tenants on the date on which this Declaration is being submitted to the registrar for registration;
6. The consents of all persons described in Subsection 5(1)(f) of the Act are hereto annexed as Schedule “B”.

**NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:**

## **PART 1: INTRODUCTORY**

### **1.01 Definitions**

- (a) To the extent that the terms, words and expressions used in this Declaration are not otherwise defined in this Declaration or in the context of this Declaration otherwise requires, the terms, words and expressions used in this Declaration shall have the meanings defined or provided for in the Act;
- (b) “**Act**” means the Condominium Act and amendments thereto;
- (c) “**Unit**” means the individual surveyed lots located on the Property including Units 1 to 94.
- (d) “**Common Element Rules**” means the rules and regulations with respect to the use of the common elements as are enacted by the Corporation from time to time, and, such other rules and regulations made by the unit owners or by the Board of Directors from time to time, for or with respect to the Property, or any part or parts thereof, under or pursuant to the Act, this Declaration or the By-Laws;
- (e) “**Corporation**” means the Corporation created under the Act by the registration of this Declaration and Plan;

- (f) **“Declarant”** means **5753016 Manitoba Ltd.** and any successor in title to the said FALCON WEST ESTATES CONDOMINIUM who acquires all of the Property before the conveyance or transfer of any one or more (but less than all) of the units;
- (g) **“Land”** shall have the meaning ascribed to it in Recital 1 of the preamble hereto
- (h) **“Plan”** means the plan which has been prepared in accordance with the Act, and is to be registered with this Declaration by the Declarant in the Winnipeg Land Titles Office, and any amendments thereto;
- (i) **“Project”** means the land of which the units and common elements form a part;
- (j) **“Property”** shall have the meaning ascribed to it in Recital 2 of the preamble hereto;
- (k) **“Unit(s)”** shall mean the surveyed lots as they are shown on the plan

## **1.02 Submission of Property to the Act**

The Recitals herein are true, and the Property is hereby submitted to the provisions of the Act, and by virtue of the Act, the terms of this Declaration, the Plan, the By-Laws and the Common Element Rules are imposed upon the Property for the benefit of all of the units and all persons interested therein from time to time.

## **1.03 Particulars of Units**

The units and the boundaries thereof shall be as shown in the Plan, and the proportions expressed in percentages allocated to each unit in which the owners are to have voting rights in the Corporation, to have common interest or shares in the common elements and to contribute to the common expenses, shall be as shown in Schedule “C” attached.

**1.04 Name of Property**

The Name of the property shall be “**FALCON WEST ESTATES CONDOMINIUM**”

**1.05 Property Made Subject to this Declaration**

All of the Property shall be held, conveyed, mortgaged, encumbered, leased occupied and improved subject to and together with the following covenants, conditions, restrictive uses, limitations and obligations as provided by the Act, the By-laws and the Common Element Rules, all of which are declared to be in furtherance of a plan for the improvement of the Property and for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. The said covenants, conditions, restrictive uses, limitations and obligations shall inure to the benefit of and be binding upon the Declarant, its successors and assigns, and any person acquiring or owning an interest in the Property, their grantees, successors, heirs, executors, administrators and assigns

**1.06 First Meeting**

- (a) The first meeting of the owners shall be held on the date of and immediately after the registration of this Declaration, but before any conveyance or transfer of a unit or units owned by the Declarant is registered, and at such meeting a Board of three (3) persons shall be elected. The Board of Directors so elected may, without notice, hold its first meeting, providing all of the Directors are present.
  
- (b) The first annual meeting of the owners shall be held within six (6) months after registration of this Declaration, for the purposes set out in the By-Laws of the Corporation, including without limitation, election of the Directors.
  
- (c) So long as the Declarant is the registered owner of one hundred (100%) percent of the units, the written approval of the Declarant may be substituted for actions otherwise requiring the approval of a duly constituted meeting of owners, subject however to the rights to approve (or not to approve), or, to vote upon or with respect to any matter or action, from time to time vested in any mortgagee or mortgagees of any unit or units.

## **1.07 Mandatory Replacement of the Board of Directors**

As required by the Act, a new Board of Directors for the Corporation shall be elected within six (6) months after the Declarant ceases to be the owner of a majority of the units, provided however that any person who was a member of the Board of Directors prior to such election and any person being or being connected with or related to or engaged by the Declarant shall not by reason of such prior membership or by reason of such connection with, relationship to or engagement by the Declarant, be disqualified to be nominated for and to be elected at such election as a director.

## **PART II: UNITS**

### **2.01 Meaning of a “Unit”**

Wherever in any agreement respecting a unit, or in this Declaration, the By-Laws, the Common Element Rules or any mortgage or conveyance of any other instrument dealing with a unit, the term “unit” is used, it shall include for all purposes the interest in the common elements appurtenant to such unit unless a contrary intention is specifically stated.

### **2.02 Boundaries of Units**

The Boundaries of the Units are shown on the Plan. Notwithstanding the boundaries of the units shall be as surveyed on the Property.

### **2.03 Occupation and Use**

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

- (a) Each unit shall be occupied and used only as a private single family dwelling unit and for no other purpose, provided, however, that the foregoing shall not prevent the Declarant from maintaining units as models for display and sale purposes and as a sales and administration office and otherwise maintaining displays and signs on any part of the Property until all units have been sold by the Declarant.
- (b) With the exception of the Declarant no unit owner shall erect or cause to be erected any advertisement or signage upon the unit or upon any structure contained within the Unit with the exception of a name and or number plate identifying the Unit number

and or the owner. Any said signage must be approved by the Corporation or the Board of Directors of the Corporation prior to its being erected or placed upon the unit.

- (c) No unit shall be occupied or be used by anyone in such a manner as to interfere with the reasonable use, occupation and quiet enjoyment of any other unit or of the common elements.
- (d) No unit shall be occupied or used by anyone in such a manner as results in an increase in the risk of fire on the Property or as a result in the cancellation or threatened cancellation of any policy of insurance referred to in this Declaration.
- (e) The owner of each unit shall comply and shall require all residents and visitors to his unit to comply with the Act, this Declaration, the By-Laws and the Common Element Rules.
- (f) No owner shall make any alterations to any structure or alter any installation (such as plumbing, electrical, or any utility) within the unit without the express prior written consent of the Board of Directors of the Corporation. As a condition of granting its consent to any structural or other alteration, the Board of Directors may impose such restrictions or require indemnities from the unit owner as the Board, in its discretion, thinks appropriate.
- (g) No owner shall construct, erect, place or otherwise situate any structure of any size on the unit without the prior consent of the Corporation or the Board of Directors of the Corporation. Said written consent shall not be granted without full disclosure of any and all plans and the presentation of all building, electrical and plumbing permits as required by and in accordance with the Manitoba Building and Electrical Codes.
- (h) No owner shall at any time have or permit to be in or upon any unit, or upon the common elements, any animal other than domestic pets provided that:
  - (1) No such pet shall be allowed on any part of the common elements except on a leash and the owner thereof shall at all times be responsible for ensuring that the pet is under control and that no feces or other waste are permitted to be left on the common elements

- (2) At all times, the owner or other person in control of any permitted pet as aforesaid shall ensure that all other unit owners, their tenants, and others claiming lawfully under and through them are not disturbed, annoyed or embarrassed by such pets aforesaid and that such pets aforesaid do not cause any disturbance, nuisance or embarrassment upon or in any part of the Property.
  
- (3) If any pet is at any time deemed by the Board of Directors in its absolute discretion, to be a nuisance either because of its conduct while in the common elements, or because its conduct within the unit constitutes as unreasonable interference with the use and enjoyment of the other units or the common elements, such pet shall, forthwith upon written notice from the Board of Directors be removed permanently from the Property. In the event the Board of Directors deems a pet or pets to be a nuisance to the other owners, in respect of which decision the Board of Directors shall have absolute discretion, it shall give notice in writing to the Unit owner who owns such a pet or pets and such unit owner shall within thirty (30) days of receipt of such written notice, permanently remove such pet or pets from the Unit and the common elements. All costs incurred by the Corporation in connection with the enforcing of the foregoing provisions will be for the account of the Unit owner and shall be recoverable from the Unit owner as if such costs were an unpaid contribution toward the common element expenses of the Corporation.

#### **2.04 Provisions Regarding Tenants**

Any Unit owner wishing to lease or rent a Unit must comply, in all ways, with the provisions of this Declaration and the Act and is deemed to have agreed to the following provisions:

- (a) The owner shall give to the tenant, before giving to the tenant possession of the unit, a true copy of this Declaration, any amendment to this Declaration, all By-Laws passed by the Corporation and all Rules and Regulations adopted by the owners.
  
- (b) As additional amendments to the Declaration or By-Laws are adopted or new rules and regulations passed, the owner shall give true copies thereof to the tenant
  
- (c) While the tenant shall not be responsible for the payment of common expenses with respect to the unit until notice, on default of payment by the owner, the Corporation may give written notice to the tenant that the owner is in default of contributions to the common expenses, in which case, the tenant shall deduct from the rent payable to



the owner, the owner's share of the common expenses and shall pay this to the Corporation.

- (d) Immediately upon renting or leasing the unit, the owner shall provide the Corporation with full particulars of the tenancy, including the name of the tenant, the term of the lease and the rent payable thereunder.
- (e) Before renting or leasing the unit the owner shall pay to the Corporation the leasing levy in the amount (if any) as may be set, from time to time, by By-law. Such leasing levy shall be held and used by the Corporation in accordance with any such By-Law and shall be refunded to the owner, on the termination of the tenancy, subject to deduction of the portion of the leasing levy that may have been used by the Corporation in accordance with the By-Law.

## **2.05 Maintenance**

### **1. By the Corporation:**

The Corporation shall repair and maintain the common elements of the Property as further set forth in section 3.04 of this Declaration.

### **2. By the Unit Owner:**

- (a) Each owner shall maintain and keep in good repair all exterior surfaces of structures located on the Unit.
- (b) Subject to the provisions of the Act and this Declaration, the Corporation may perform repairs or cause to be repaired any exterior finishes of any and all structures located on any of the units that an owner is obligated to perform and make that he does not perform within a reasonable time and in such event, an owner shall be deemed to have consented to having such maintenance performed and repairs done by the Corporation, and an owner shall reimburse the Corporation in full for the cost of such maintenance and repair, including any legal or collection costs incurred by the Corporation in order to collect the cost of such maintenance and repair, and all such sums of money shall bear

interest at the rate of Seven (7%) percent per annum in excess of the interest rate per annum designated by the Royal Bank of Canada as its prime rate from time to time at its main branch in the City of Winnipeg, in Manitoba, or such other rate as may be approved by By-Law. The Corporation may collect all sums of money in such installments as the Board may decide upon, which installments shall be added to the monthly contributions toward the common expenses of such owner after receipt of a Notice from the Corporation thereof. All such payments are deemed to be additional contributions toward the common expenses and are recoverable as such.

### **PART III: COMMON ELEMENTS**

#### **3.01 Use of Common Elements**

Subject to the provisions of the Act, this Declaration, the By-Laws, and the Common Element Rules, each owner shall have the right to the use and enjoyment of the common elements in common with all other owners except as hereinafter stated, and such rights shall extend to the owner and members of his or her immediate family and the guests and other authorized occupants and visitors of the owner.

#### **3.02 Exclusive Common Elements**

Subject to the provisions of the Act, this Declaration, the By-Laws and the Common Element Rules, the owner of each unit shall have the exclusive use and enjoyment of:

- (a) One mail box in the mail box area(s) located on the Property, as may be designated by the Board from time to time.

#### **3.03 Restrictive Access**

- (a) Without the consent in writing of the Board of Directors, no owner shall have any right of access to those parts of the common elements used from time to time for any utility areas, maintenance, storage areas, operating equipment or machinery or other parts of the common elements used for care, maintenance or operation of the Property, provided, however, that this Paragraph shall not apply to any first Mortgagee holding mortgages on at least ten (10%) percent of the Units who shall

have a right of access for inspection upon twenty-four (24) hours notice to the Project Manager.

- (b) Any owner on whose unit there is situate any utility meter or any other device of any description in respect to the supply of water, gas, electricity or other service to any one (1) or more unit or units or the common elements or on whose unit there is situated any valve(s), device(s) etc. controlling the provision, distribution or transmission of any such service, shall allow unobstructed access to such meter, or, such valve(s) or device(s) at all times to any employee or agent of the Corporation, the utility or other company supplying, inspecting or servicing the service concerned, or any mortgagee holding a mortgage(s) on at least ten (10%) percent of the units.

### **3.04 Maintenance and Repair of Common Elements**

Subject to the provisions herein contained, the Corporation shall maintain and repair the common elements, including, without limiting the generality of the foregoing, those portions of the common elements to which any owner is entitled to exclusive use; provided however that each owner shall be responsible to maintain and keep in good repair all structures constructed, placed or otherwise situated on their unit.

The Corporation may make repairs and perform maintenance that an owner is obligated to make and perform in accordance with Clause 3.04 and that he does not make and perform within a reasonable time, and in such event, the provisions of Sub-clause 2.05(2)(b) shall be applicable.

### **3.05 Substantial Changes**

- (a) No substantial addition, alteration or improvement to or renovation of the common elements or substantial change in the assets of the Corporation shall be made unless first approved by a vote of the owners who own at least eighty (80%) percent of the common elements at a meeting of the owners called for that purpose. At any meeting called pursuant to this Article, votes against the proposed expenditure shall be called for, counted and recorded before calling for votes in favor of the expenditure.

- (b) The Corporation may, by a vote of the majority of the members, make any other addition, alteration or improvement to or renovation of the common elements, or may make any other change in the assets of the Corporation.
- (c) For the purpose of this Clause 3.05, the Board shall decide whether any addition, alteration or improvement to or renovation of the common elements, or change in the assets of the Corporation, is substantial.

### **3.06 Changes Required by Government**

Where a substantial change in the common elements or a substantial addition to the assets of the Corporation is required by any governing body having authority over the Property, to be done within fifteen (15) days or less, the Corporation shall comply without a meeting or a vote. When a governing body having authority over the property requires a substantial change in the common elements or a substantial addition to the assets of the Corporation, within any other specified time, the Board of Directors of the Corporation may make such changes in the Corporation's procedures as may be reasonably necessary to comply with the specified time allowed, and the proceedings shall, in all aspects, be as binding as if all necessary formalities had been complied with.

## **PART IV: COMMON EXPENSES**

### **4.01 Specification of Common Expenses**

Common expenses shall be as specified in the Act, and shall also include:

- (a) All sums of money levied against or charged to the Corporation on account of any and all utilities and services including, without limiting the generality of the foregoing, levies or charges for:
- Waste and refuse disposal
  - Maintenance materials, tools and supplies
  - Snow and ice removal
  - Road grading and repair
  - Trail, green space and beach maintenance
  - Water supply to the common elements

- Hydro (electricity) supply to the common elements
  - All administrative costs, office equipment, supplies and stationeries normally required for the efficient conduct of the duties with respect to the Property of the Property Manager thereof, (if any);
  - Telephone charges with respect to the Property of the Property Manager, if any
- (b) Except where by the provisions of this Declaration a Unit owner or owners are responsible for the same, all amounts incurred by the Corporation in maintaining the common elements which pursuant to this Declaration, the Corporation is entitled to, or obligated to maintain
- (c) Remuneration payable by the Corporation to any employee(s) deemed by the Board to be necessary for the proper operation and maintenance of the Property and / or the proper conduct of the affairs of the Corporation
- (d) Payment of any remuneration payable pursuant to any management contract which may be entered into between the Corporation and a Property Manager
- (e) The costs of materials and equipment for use in and about the common elements, including the repair, maintenance or replacement thereof;
- (f) The cost of any appraisals of the Property or any portion thereof made pursuant to this Declaration or the By-Laws
- (g) The cost of obtaining and maintaining Fidelity Bonds if required by the By-Laws
- (h) The cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation, provided however that (subject to the proviso hereinafter in this subparagraph letter (h) set forth) each borrowing shall be separately approved at a meeting duly called for the purpose of obtaining such approval provided further however that and notwithstanding the foregoing, the Board of Directors may at any time, and from time to time, without the approval of the Unit owners as foresaid, borrow amounts of up to ten (10%) percent of the then currently budgeted annual amounts levied or to be levied against the unit owners for their contributions to common expenses, provided further however that the total amount so borrowed with the authorization of the Board of Directors and remaining unpaid shall not at any one time and

from time to time exceed thirty (30%) percent of the from time to time aforesaid currently budgeted levies;

- (i) The costs of all legal, accounting and auditing and engineering services provided to the Corporation
- (j) Insurance premiums for insurance coverage maintained by the Corporation;
- (k) All costs and expenses associated with any unit or units owned from time to time by the Corporation, including such unit or units share of common expenses
- (l) All further items of expenses which may from time to time be determined by the Directors of the Corporation to form part of the common expenses, such determination of the Directors to be final and binding upon all owners

#### **4.02 Unit Taxes Not Included in Common Expenses**

Realty taxes (including local improvement charges) on each unit and common interest appurtenant thereto which constitute a parcel pursuant to Section 8 (11) of the Act do not form part of the common expenses, and are the responsibility of the individual unit owner.

#### **4.03 Payment of Common Expenses**

- (a) Save as set forth in paragraph 4.03 hereof, each owner shall contribute to the common expenses in the percentage allocated to each unit as set forth in Clause 1.03 and more fully disclosed in Schedule "C" herein;
- (b) Each owner's contribution to the common expenses as herein provided shall be paid to the Corporation or to the most senior mortgagee on the unit from time to time who requires the same to be paid to it, or as the Corporation or such mortgagee may otherwise direct, and such contribution shall be paid or repaid to the Corporation in accordance with the from time to time applicable provisions (if any) of the By-Laws of the Corporation

- (c) For so long as the Declarant remains the registered owner of any Unit(s), the Declarant shall not be required to contribute towards the common expenses, unless and until an occupancy permit with respect to the unit(s) thereto has been issued by the Rural Municipality of Reynolds

#### **4.04 Priority**

Notwithstanding Section 14 of the Act, any mortgage being a first registered mortgage against one or more of the units shall have priority over all liens subsequently registered under the provisions of said Section.

### **PART V: PROPERTY DAMAGE**

#### **5.01 Corporation to Repair Common Elements after Damage**

Subject to the provisions of the Act and this Declaration, the Corporation shall repair the common elements after damage

#### **5.02 Unit Owners to Repair Units after Damage**

Subject to the provisions of the Act and this Declaration, the owners of the Units shall promptly repair the unit and all structures contained therein after damage

#### **5.03 Procedure When Damage Occurs**

##### **Board to Determine Extent of Damage**

- (a) Where damage to the units and common elements occurs, the Board shall determine within thirty (30) days of the occurrence whether there has been damage to the extent that the cost of repair would be at least twenty five (25%) percent of the value of the units and common elements immediately prior to the occurrence

### **Damage Less Than Twenty-Five Percent**

- (b) Where the Board determines under Sub Clause 5.03 (a) that there has not been substantial damage, then the Corporation shall repair the common elements and each unit owner shall forthwith repair the damage to his or her unit

### **Damage More Than Twenty-Five Percent**

- (c) Where the damage is determined under Sub clause 5.03 (a) hereof to be at least twenty-five (25%) percent of the value of the units and common elements immediately prior to the occurrence, there shall be a vote of the owners within sixty (60) days of the determination referred to in Sub clause 5.03 (a) hereof and the following provisions shall apply:
1. If the owners owning at least eighty (80%) percent of the units and common elements vote for repairs, the Corporation shall repair the common elements and each unit owner shall forthwith repair the damage to any structure erected on his or her unit
  2. If owners owning at least eighty (80%) percent of the units and common elements do not vote for repair, the Corporation shall, within ten (10) days of the vote, register a Notice of Termination.

Provided that, if the cost of repairing the damage is covered by insurance to the extent of seventy-five (75%) percent or more, all of the owners shall and do hereby agree to vote in favor of repair when voting for repair after damage,

### **Owners Not Voting**

- (d) Where there is no vote within the said sixty (60) day period, the Corporation shall within ten (10) days after the expiry of the said sixty (60) day period, register a Notice of Termination.



#### **5.04 Adjustment of Losses and Decisions Regarding Reconstruction**

All decisions with regard to repair, adjustment of losses and letting of repair contracts in connection with the common elements, (except the decision whether or not to repair which shall be made as provided in Clause 5.03 hereof) shall be made by the Corporation acting through its Board of Directors. The authority of the Corporation shall include the right to make decisions regarding the type of materials to be used and the timing of and method of repair, provided however that the repair of any structure erected on any unit shall be in the discretion of the owner and provided further however that any excess in the cost of repair of a unit over and above the insurance proceeds available shall be paid by the owner

#### **5.05 Contribution to Common Expenses to Abate During Reconstruction**

##### **Abatement after Damage**

- (a) Subject to the Sub-clause 5.05 (b) hereof, if a unit is rendered uninhabitable as a result of damage, the contribution of the owner towards common expenses shall abate until the residential aspect of the structure(s) damaged is restored

##### **Capital Expenditures Not to Abate**

- (b) Sub-clause 5.05 (a) shall not apply to expenses that benefit the property permanently, nor to the cost of rebuilding

### **PART VI: INSURANCE**

#### **6.01 By the Corporation**

The Corporation shall be required to obtain and maintain to the extent obtainable from the insurance industry:

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

1. The Property, excluding the units, and
2. Personal property owned by the Corporation

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

- (b) Public liability and Property damage insurance insuring the liability of the Corporation and the owners from time to time, except for arson or fraud, in amounts to be determined by the Board of Directors. The coverage afforded by such insurance shall apply to any action brought against any of the insured by any other or others of the insured in the same manner as though separate policies were issued to each.
- (c) Machinery and Equipment insurance to the extent deemed advisable by the Board of Directors from time to time.
- (d) Directors and Officers liability insurance to the extent deemed advisable by the Board of Directors from time to time.

## **6.02 General Provisions**

- (a) Prior to obtaining any policy or policies of insurance under Clause 6.01 hereof, or any renewal or renewals thereof, or at such other times as the Board may deem advisable, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the Property and / or the personal property owned by the Corporation, for the purpose of determining the amounts of insurance to be effected pursuant to Clause 6.01 hereof, and the cost of such appraisal shall be a common expense.
- (b) The Corporation, the Board, and its Officers, shall have the exclusive right, on behalf of themselves and as agent for the owners, to adjust any losses and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant shall be bound by such adjustments. The Board may, however authorize in writing an owner to adjust any losses to his unit.

- (c) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner and to each mortgagee; renewal certificates or certificates of new insurance policies shall be furnished to each owner and to each mortgagee not later than ten (10) days before the expiry of any current insurance policies. The Corporation shall keep the master policy for insurance coverage in its offices, available for inspection by owners or mortgagees on reasonable notice to the Corporation.
  
- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in this Declaration.
  
- (e) Where a loss occurs as a result of the action or failure to act of an owner, that owner shall be responsible for paying the amount of any deductible payable as a result of such loss. If the amount of such deductible exceeds the amount of the loss, the owner shall be responsible for repairing any damage or making any compensation arising out of the loss

### **6.03 By the Owner**

It is acknowledged that the insurance set out in section 6.01 hereof is the only insurance required to be obtained and maintained by the Corporation. Each owner must obtain and maintain insurance in respect to loss or damage to:

- (a) His or her unit and his or her interest in the common elements against fire and other perils, to the extent that the insurance placed by the Corporation is not effective or is inadequate;
  
- (b) Retail value and / or rental value of his or her unit
  
- (c) Public liability insurance and property damage insurance covering any liability of any owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation

## **6.04 Uninsurable Owners**

### **(a) Proposed Purchaser Uninsurable**

The Board may prohibit the sale or other transfer of any unit if it is found that the proposed purchaser or transferee is uninsurable to the extent set out in Part VI hereof, or would render the Property, or any part thereto, uninsurable to the extent set out in Part VI.

### **(b) Owner Becoming Uninsurable**

If any owner becomes uninsurable or adversely affects the Property's insurability or insurance rates with respect to same such owner shall make adequate compensation to keep the Property fully insured as herein provided and shall pay any extra costs in connection therewith. The aggregate amount of such compensation costs shall be a debt due and payable to the Corporation, bearing interest at a rate of twelve (12%) percent per annum or such other rate as may be approved by the By-Law, and such amounts shall be deemed to be additional contribution by such owner to the common expenses and shall be recoverable as such. In the event of the failure of an owner so to compensate and pay such extra costs with such interest the Corporation shall have the option for sixty (60) days following a demand made against the said owner for compensation and extra costs and interest to purchase such owners unit at a price to be agreed upon or arbitrated upon in accordance with the Arbitration Act. The Corporation shall so purchase the unit if owners owning at least eighty (80%) percent of the units vote in favour of the purchase at a meeting called for that purpose. On the expiry of the said sixty (60) day period following the demand for compensation and extra costs, with interest, the said option in favor of the Corporation shall expire.

## **PART VII: INDEMNIFICATION**

### **7.01 Indemnification**

Each owner shall indemnify, and save harmless, the Corporation from and against any loss, costs, damage, injury or liability whatsoever, which the Corporation may suffer or incur resulting from or caused by an act or omission of such owner, his or her family or any member thereof, any other resident of his or her unit or any

guests, invitees or licensees of such owner or resident except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against the Corporation. All payments pursuant to this Clause 7.01 are deemed to be additional contributions toward the common expenses and are recoverable as such

## **PART VIII: SALE**

### **8.01 Vote of Owners**

- (a) Subject to the Act, the complete Property or any part of the common elements, may be sold if authorized by persons owning not less than eighty (80%) percent of the common elements and with the consent of the persons having registered claims against the Property created after the registration of this Declaration and the Plan against the Property or parts of the common elements being sold. In voting on a proposed sale, the owners voting against the sale shall vote first and be recorded.
  
- (b) If any dissenting owner intends to have fair market value of the Property or the portion of the common elements being sold determined pursuant to the Act, he or she shall so indicate by serving notice to that effect on the Corporation within ten (10) days after the vote and if he or she does not so indicate, he or she shall not be entitled to the benefit of the provisions of the Act.

### **8.02 Proceeds of Sale of Part of Common Elements**

In the event of sale of part of the common elements, the proceeds shall be credited to the reserves of the Corporation.

## **PART IX: EXPROPRIATION**

### **9.01 General**

If no units are affected by an expropriation and the expropriation includes part of the common elements, the compensation shall be negotiated and finalized by the Corporation, whether or not proceedings are necessary, and the compensation, less such amounts as may be required to reconstruct, repair, or replace shall be distributed to the owners subject to the rights of the owner's respective mortgagees (with such mortgagee being entitled, in accordance with the priorities respectively held by their mortgage) in proportion to the owners respective interests in the common elements.

### **9.02 Individual Rights**

In the event of the expropriation of the whole or any part of the property, the rights of each owner shall be separate. Each owner shall be entitled to receive the full compensation for his or her unit and interest in the common elements from the expropriating authority subject to the right of the owner's respective mortgagees as aforesaid.

### **9.03 Partial Expropriation**

In the event of a partial expropriation which includes some units, each owner, whether his or her unit is expropriated or not, shall deal with the expropriation authority with regard to compensation relating to his or her unit and interest in the common elements.

### **9.04 Restoration of Property**

**(a) Cost of Restoration** – The cost of restoring the balance of the property not taken by expropriation so that it may be used (hereinafter in this Article referred to as restoration) shall be determined by the Corporation and the Corporation shall negotiate for this expenditure

**(b) Performance under Restoration** – Unless the government of the property under the Act is terminated within thirty (30) days of receipt of the compensation referred to in the immediately preceding subparagraph hereof, the Corporation shall cause the restoration of the property to be done, made

and effected utilizing the funds as received from the expropriating authority aforesaid in that regard.

**(c) Consent of Owners, etc** – In the event of restoration as provided in this Part IX all of the owners and other persons having an interest in or encumbrance against any part of the property agree to do everything necessary and sign such documents and so vote on all occasions as may be necessary to do, make and effect the restoration of the property and the scheme of the condominiumization thereof, as follows:

- (i) Any owner whose units have been wholly taken or rendered completely unusable shall have no further interest in the common elements or the property itself and shall be entitled only to receive the value of their respective share(s) of the assets of the Corporation determined by their percentage interest in the common elements, and the value of such assets shall be paid to them in any case and shall be determined as if their respective units were being sold, the foregoing to be subject however to the rights of the owner's mortgagees as aforesaid
  
- (ii) The value of the portion of any unit partially expropriated or rendered partially unusable by the expropriation and or restoration, together with the interest in the common elements of such partial unit shall be determined, and if it cannot be determined, shall be arbitrated. The owners of portions so taken shall receive the appropriate portion of the payment provided by subparagraph (i) of this clause, subject to the rights of the owner's mortgagees as aforesaid
  
- (iii) The percentage contributions toward common expenses and percentage ownership in common elements and voting rights of all units referred to in subparagraph (i) of this clause shall thereafter be dissolved and ended and
  
- (iv) The remaining interests in common elements and the percentage contributions towards common expenses and voting rights for each of the remaining units of the property shall be determined by calculating each of such unit's respective percentage as a percentage of the total percentages remaining after restoration, and, each of the remaining unit's said percentages shall be increased accordingly

## PART X: TERMINATION

### 10.01 Vote Required

Subject to the rights of mortgagees and encumbrances under the Act, Termination of the government of the Property under the Act may be authorized by a vote of the owners who own not less than eighty (80%) percent of the common elements.

### 10.02 Management after Termination

If the government of the Property by the Act is terminated, the following rules apply:

- (a) **Board to Continue.** The Board and the Officers thereof shall continue to have all powers, duties and obligations in connection with the Property that they had prior to termination
- (b) **Sale to be made.** The Board and the Officers thereof shall endeavor to sell the Property at the earliest possible time for the best possible price and on the best obtainable terms.
- (c) **Occupancy of Units.** Until sale, each owner of a unit shall continue to occupy his or her unit notwithstanding that as a result of termination he or she no longer owns the specific unit. He or she shall pay as rent for the unit occupied his or her share of the total expenses of the Property equal to his or her percentage of the common expense contribution obligation (subject to subparagraph 10.02 (f) hereof) whether he or she occupies the unit or not, so long as the unit is fit for occupation and / or any structures erected, placed or otherwise situated on the unit remain
- (d) **Responsibility for Mortgages.** Each owner shall continue to be responsible for payment of all monies due from time to time under mortgages that were formerly charged against his or her unit
- (e) **Election of Officers and Government of Property.** If more than one hundred and eighty (180) days elapse after termination and before the completion of any sale, the election of Directors and Officers and all other



provisions of the By-Laws relating to the government of the Property shall continue in the same way as if the property were still governed by the Act.

- (f) Determination of Share of Expenses.** If some Units are unfit for occupancy, the percentage share of common expenses of each fit Unit shall be calculated in accordance with the following method, namely; the percentage share of common expenses attributable to each fit Unit shall be divided by the aggregate percentage shares attributable to all fit Units and the result then multiplied by 100, and this shall be the new percentage share of common expenses of the fit Units.
- (g) Determination of Value** – The value of each Unit and any improvements constructed thereon shall be deemed to be the value ascribed thereto on the most recent assessment of the unit for municipal tax purposes and the share of the sale proceeds applicable to each unit shall be a fraction the numerator of which is such assessed value and the denominator of which shall be the total of the assessed values of all units forming part of the property.

## **PART XI: AMENDMENT OF CONDOMINIUM DECLARATION AND PLAN**

### **11.01 Amendment of Condominium Declaration**

Except with respect to those provisions in this Declaration which are merely declaratory of provisions of the Act and which therefore may not be amended by the consents of the persons hereinafter referred to, all matters contained in this Declaration (except for the address for service which may be changed by a Resolution of the Corporation, and, except for the provisions in paragraph 11.03 hereof which may only be amended with the consents of those persons holding One hundred (100%) percent of the voting rights in the Corporation) may be amended with the consents of those persons holding at least eighty (80%) percent of the voting rights in the Corporation.

### **11.02 Amendment of the Condominium Plan**

Except for any amendment which is prohibited by the provisions of the Act, the Condominium Plan may be amended (except for any amendment which would affect or result in a contravention of the provisions of paragraph 11.03 hereof which amendment can only be made with the consent of those persons holding

one hundred (100%) percent of the voting rights in the Corporation) with the consent of those persons holding at least eighty (80%) percent of the voting rights in the Corporation

### **11.03 Vested Rights Not to be Adversely Affected Without**

Notwithstanding the foregoing provisions of this Part XI no amendment to the Condominium Declaration and the Condominium Plan or either of them

- (a) Shall be binding upon a unit owner where the amendment would do or result in any one or more of the following, namely, the physical reduction of the subject matter or matters comprising the unit owners unit, a decrease in the voting rights attaching to or referable to a unit owners unit or an increase in the unit owners percentage responsibility or share of responsibility for the payment of common expenses referable to his or her unit and
  
- (b) Shall be binding upon the holder of a real property mortgage which mortgages or charges one or more units where the amendment does or results in any one or more of the following, namely, any of the changes referred to in subparagraph (a) immediately herein above with respect to any unit or any of the units mortgaged and charged by the mortgage or any amendment which reduces, derogates from or otherwise adversely affects any rights, entitlements, powers and privileges given to the mortgagee pursuant to the provisions of this Declaration, including without limitation, any amendment to paragraph 4.04 of this Declaration which results in a reduction or the lowering of the priority from time to time held by the mortgagee under his or her mortgage in relation to liens referred to in said paragraph numbered 4.04

Without the unit owner, or as the case may be, mortgagee first providing his or her consent to such amendment

## **PART XII; RESERVE FUND**

### **12.01 Establishment of Fund**

In addition to the collection of contributions to common expenses and the establishment of a fund therefore referred to in paragraph 4.03 hereof and the Corporations By-Laws, the Board shall establish and maintain a reserve fund (the Contingencies and Replacement Fund) the proceeds of which shall be used as

determined by the Board to finance the costs and expenses of major repairs to or replacements of the common elements or the assets of the Corporation and the proceeds of the Contingencies and Replacement Fund shall not be used for any other purpose except where a majority of the owners of the units otherwise agree.

#### **12.02 Units Accounts for the Fund**

- (a) The Corporation shall establish and maintain records which indicate separately for and with respect to each unit the from time to time portion of the monies standing to the credit of the Contingencies and Replacements Fund applicable to the Unit (a or the “Unit Account” and collectively the “Unit Accounts”) each unit account to indicate interest from time to time credited thereto, additions from time to time made thereto and reductions or deductions from time to time made thereto or therefrom.
- (b) Contributions or payments made to the Contingencies and Replacements Fund for or applicable to a Unit shall be credited to that unit’s Unit Account as shall interest paid for late payment of any such contribution or payment.
- (c) Where payments are made out of the Contingencies and Replacements Fund, each units Unit Account shall be reduced by an amount equal to the amount being paid out of the Contingencies and Replacements Fund multiplied by such unit’s percentage allocated to it for the payment of common expenses as set forth in paragraph 1.03 hereof and more fully set forth in Schedule “C” attached hereto

#### **12.03 Fund an Asset of the Corporation**

- (a) The monies or other values comprising the Contingencies and Replacements Fund are an asset of the Corporation and no part thereof shall be refunded or distributed to any owner of a unit except where the owners and the property cease to be governed by the Act, and in that event at or following the closing sale of the property referred to in Part X hereof,

and subject to the payment out from the Contingencies and Replacements Fund of all amounts required to pay any claims for the payment of money owed by the Corporation the then remaining balance standing to the credit of the Contingencies and Replacements Fund shall be paid out to the (then, former respective unit) owners (the amount of such balance to be paid out to each unit owner(s) to be equal, respectively, to the amount of said balance multiplied by that units percentage allocated to it for the payment of common expenses set forth in paragraph 1.03 hereof) subject however to the rights of each unit owners respective mortgagee or mortgagees (with such mortgagees being entitled, in accordance with the priorities respectively held by their mortgages applicable to the undivided interest of the unit owner in the property)

- (b) In the event of the sale and transfer or other change of ownership of a unit the Unit Account and the Contingencies and Replacements Fund shall continue for and with respect to the Unit and for the benefit of the new owner or owners of the unit and those claiming under and through such new owner or owners, the same to occur automatically without necessity of any conveyance by the former owner or owners to the new owner or owners, provided however that the parties to the transaction involving the change of ownership may, if they so desire, make appropriate adjustments between them with respect to the unit account

#### **12.04 Fund Account**

- (a) The board on behalf of the Corporation shall establish a special account for the Contingencies and Replacements Fund and all monies paid to the Corporation for the same shall be deposited into such account and the proceeds thereof shall be held in trust by the Corporation for the benefit of the owners and those claiming under and through them to be expended only for the purposes referred to in paragraph 12.01 hereof
- (b) The monies paid or credited to the Contingencies and Replacements Fund shall be invested in and with such financial institution or institutions as provide federal government insurance for and with respect to the

investments of such monies with such institutions and the interest earned thereon shall be allocated to each Unit Account proportionately to the from time to time amounts respectively standing to the credit of the Unit Accounts and all such allocated interest shall form part of the respective Unit Accounts to which it is allocated and part of the Contingencies and Replacements Fund

#### **12.05 Contributions to and Assessments for the Fund**

- (a) **Initial Contributions to the Fund** – As each unit is sold by the Declarant, the Declarant shall require that each purchaser shall pay to the Corporation the sum of **Two Hundred (\$200.00) Dollars** as an initial contribution to the Contingencies and Replacements Fund
  
- (b) **Continuing Contributions to the Fund** – Annually the owners by a simple majority vote of them, shall determine the total amount to be accumulated and maintained in the Contingencies and Replacements Fund for the next year and thereupon, the Board shall levy against the Units and their owners the amount required to achieve such total amount after taking into account the amounts then standing to the credit of the Contingencies and Replacements Fund, such levy as respects each unit to be in proportion to the percentages, respectively allocated to the units for the payment of common expenses as set forth in paragraph 1.03 hereof. The amount to be paid with interest to each unit during each year shall be paid in such manner and at such time or times as is required for the payment of common expenses as provided for in the Corporation's By-Laws.
  
- (c) **Interest** – Interest shall be paid by the unit owners on all amounts required to be paid to the Contingencies and Replacements Fund for the units but which are not paid when due, such interests to be at such rate and to be calculated and payable in the same manner as is provided for interest on due but unpaid contributions to common expenses in the Corporation's By-Law, and the Corporation shall have the same rights and remedies for the collection of such amounts and such interest as the Corporation has for the collection of due but unpaid common elements and interest thereon

## **12.06 Reports Pertaining to the Fund**

- (a) As and when required under the Act, the Corporation shall file with the government, information pertaining to the Contingencies and Replacements Fund in such form and content and from time to time as required
  
- (b) As required by the Act, the Corporation shall provide unit owners with certified copies of the information contained in the Corporations records in respect to the respective Unit Accounts of the owners

## **PART XIII: ADMINISTRATION AND GENERAL**

### **13.01 Method of Voting**

Whenever the provisions of the Act, this Declaration, the By-Laws or the Common Element Rules require or authorize a vote of owners, then each owner may vote in person at a meeting or by a proxy, or by affixing his or her signature to the resolution on which the vote is to be taken. He or She may vote in this way either for or against any resolution and notwithstanding that the provision requiring or authorizing the vote specifies that the vote is to be taken at a meeting

### **13.02 Rights of Entry**

- (a) The Corporation, or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any unit or any part of the common elements at all reasonable times and upon giving reasonable notice for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the Property, or carrying out any duty imposed upon the Corporation

(b) In the case of an emergency, an agent of the Corporation may enter a unit or the structure(s) located thereon, or the common elements at any time and without notice for the purpose of repairing the Structure(s) located on the unit or units or for the purpose of correcting any condition which might result in damage to the Property, or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists.

(c) If an owner shall not be personally present to grant entry to any structure(s) erected on the unit, the Corporation, or its agent or agents, or the property manager or its agent or agents, may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof; provided that they exercise reasonable care. The Corporation or the property manager shall be entitled to forcibly enter the structure(s) erected on the unit without rendering it or them liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care.

(d) The rights and authority hereby granted to the Corporation, its agents, any property manager or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any unit except as specifically provided in the Act, this Declaration or the By-Laws.

### **13.03 Passing or Amending By-Laws**

By-Laws of the Corporation shall be passed or amended or terminated at a meeting of the unit owners called for that purpose in accordance with the Act

### **13.04 Resolution of Conflict of Provisions**

In the event of a conflict between the provisions of the Act (including any regulations made thereunder) and those of this Declaration, the By-Laws or the Common Element Rules, the provisions of the Act shall govern; subject to the Act, the provisions of the Declaration shall govern. Subject to the Act and the Declaration, the provisions of the By-Laws shall govern. Provisions of the Common Element Rules shall only be valid so long as they are not in conflict with anything in the Act, the Declaration or By-Laws.

### **13.05 Binding Effect of the Condominium Documents**

This Declaration, the By-Laws and the Common Element Rules insofar as they are intended to be binding upon the owner and other persons interested in the Property, from time to time shall be binding both before and after termination on all such persons to the same extent, as if all such persons had signed the original Declaration, By-Laws and Common Element Rules.

### **13.06 Units, Subject to Declaration, By-Laws and Common Element Rules**

- (a) All present and future owners, and their respective tenants, residents, families, guests, invitees or licensees, shall be subject to and shall comply with the provisions of the Act, this Declaration, the By-Laws and the Common Element Rules and any other rules and regulations of the Corporation as they may be amended from time to time.
  
- (b) The acceptance of a deed or transfer, or other instrument of conveying or transmitting ownership of a unit, the entering into of a lease, or the entering into occupancy of any unit, shall constitute an agreement that the provisions of the Act, this Declaration, the By-Laws and Common Element Rules and any other rules and regulations of the Corporation as they may be amended from time to time, are accepted and ratified by the person acquiring, tenant, resident or other person aforesaid, and that all such provisions shall bind any person having, at any time, any interest or estate in such unit as though such provisions were recited and stipulated in full in each and every deed or transfer or other instrument, or lease or occupancy agreement.

### **13.07 Severability of Provisions**

The provisions hereof shall be deemed independent and severable, and the invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.



### **13.08 Waiver**

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

### **13.09 Construction Declaration**

Where in this Declaration the singular, masculine or feminine is used, the same shall be construed as meaning and including the plural, feminine, and masculine or neuter where the context so requires

### **13.10 Certificates**

The Corporation shall certify, upon application therefore by the owner of a unit, a purchaser of a unit under an existing agreement of purchase and sale, or, with the written consent of the owner of a unit, upon the application therefore by an intended purchaser of a unit, a mortgagee of a unit or an intended mortgagee of a unit such matters as may be required or allowed by the Act and in favor of the purchaser, intended purchaser, mortgagee or intended mortgagee, as the case may be, the certificate or certificates is or are conclusive proof of the matters certified therein provided however that;

- (a) The certificate is not conclusive proof of the matters certified therein in favor of the owner where the certificate contains any innocent misrepresentation or error by or on behalf of the Corporation;
- (b) The Board of Directors of the Corporation may from time to time on behalf of the Corporation, authorize any one or more officers and directors of the Corporation or any officer or agent of the property manager, to give the aforementioned certification on behalf of the Corporation and

- (c) The Board of Directors may set such reasonable fee for the production of such certificates as it deems appropriate.

### **13.11 NOTICE**

Except as in the Act or this Declaration otherwise required or specified, any notice, direction or other instrument required or permitted herein to be given to a person may be given, if given personally by delivering same to the person to be served, or to any officer of a Corporate person to be served (unless there is a known disruption in the mails) may be given by ordinary mail, postage prepaid, addressed to the Corporation at its address for service herein, to each owner at his or her respective unit or at such other address as is given by the owner to the Corporation for the purpose of notice, and to each mortgagee who has notified the Corporation of its interest in the Property at such address as such mortgagee shall from time to time advise the Corporation of in writing and if mailed as aforesaid, the same shall be deemed to have been received and be effective on the tenth business day following the day on which it was mailed. Any owner or mortgagee may change his or her address for service by notice given to the Corporation in the manner aforesaid.

### **13.12 Vote of Mortgagee – Notice of Meetings**

Where a mortgage of a unit or other instrument granted to a mortgagee by an owner contains a provision which authorizes the mortgagee to exercise the right of the unit owner to vote, to approve or to consent to any meeting of unit owners and / or to vote, to approve or to consent otherwise than at a meeting and where the mortgagee desires to exercise such right, the following provisions shall apply;

- (a) Written notice of the mortgage and the address for service of notices upon the mortgagee shall be delivered or sent by prepaid registered post by or on behalf of the mortgagee to the office of the Corporation (provided that when there is a known disruption in the mails, such notice shall be delivered to the office of the Corporation). The notice may state limitations acceptable to the mortgagee or the right of the mortgagee to exercise the right of the unit owner to vote, to approve of, to consent as aforesaid, and

- (b) The Corporation shall be bound from the date of receipt of such notice until further notice to treat the mortgagee as the unit owner for the purpose of exercising the right of the unit owner to vote, to approve or to consent in accordance with (and as limited by) the term of the notice, and thereafter the mortgagee shall be given notice of all meetings of the unit owners in accordance with the provisions for meeting notices set out in this Declaration and the By-Laws of the Corporation

**13.13 Address for Service**

The Address for service on the Corporation until changed in accordance with the Act is:

c/o #8 Larter Crescent St. Andrews, Manitoba, R1A 2V2

**13.14 Headings**

The headings in the body of this Declaration form no part of the same but shall be deemed inserted for the purpose of clarity only.

**13.15 Effective Date**

This Declaration shall take effect upon the registration thereof at the Winnipeg Land Titles Office.

IN WITNESS WHEREOF the Declarant has hereto affixed its Corporate seal, attested to by the hands of its proper officers duly authorized in that behalf this 19th day of March, 2014

**5753016 Manitoba Ltd.**

**WITNESS**

PER \_\_\_\_\_  
(DALTON FREDERICKS, President)

\_\_\_\_\_  
DAVID S. MILES, Barrister & Solicitor

PER \_\_\_\_\_

SCHEDULE "A"

LEGAL DESCRIPTION OF CONDOMINIUM PROJECT  
DEVELOPED BY  
FALCON WEST ESTATES  
AT SE ¼ 8-8-15 EPM  
MANITOBA

PARCEL'S "A" AND "E", PLAN \_\_\_\_\_ (DEPOSIT No. 436/2013) W.L.T.O. OF PART OF S.E. 1/4 SECTION 8-8-15 E.P.M., EXC ALL MINES AND MINERALS, MINERAL OILS AND OTHER MATTERS AS SET FORTH IN INSTRUMENT NO. 645297 WLTO.

**SCHEDULE "B"**

**CONSENTS OF ALL PERSONS DESCRIBED IN SUBSECTION 5 (1) (f)  
OF THE CONDOMINIUM ACT**

**SCHEDULE "C"**  
**Page 1**

UNIT NUMBER	SQUARE METERS	TOTAL AREA	UNIT PERCENTAGE
1	981.1	122136.1	0.803284
2	981.1	122136.1	0.803284
3	981.1	122136.1	0.803284
4	981.1	122136.1	0.803284
5	981.1	122136.1	0.803284
6	981.1	122136.1	0.803284
7	1064.1	122136.1	0.871241
8	961.4	122136.1	0.787155
9	961.4	122136.1	0.787155
10	961.4	122136.1	0.787155
11	961.4	122136.1	0.787155
12	961.4	122136.1	0.787155
13	961.4	122136.1	0.787155
14	961.4	122136.1	0.787155
15	929.6	122136.1	0.761118
16	961.3	122136.1	0.787073
17	975	122136.1	0.79829
18	988.7	122136.1	0.809507
19	1002.4	122136.1	0.820724
20	995.5	122136.1	0.815074
21	968.1	122136.1	0.79264
22	1740	122136.1	1.42464
23	1291	122136.1	1.057018
24	1091	122136.1	0.893266
25	1163	122136.1	0.952216
26	1170	122136.1	0.957948
27	1157	122136.1	0.947304
28	1145	122136.1	0.937479
29	1073	122136.1	0.878528
30	1954.9	122136.1	1.600591
31	1519.2	122136.1	1.243858
32	1922.8	122136.1	1.574309
33	1732.2	122136.1	1.418254

**SCHEDULE "C"**  
**Page 2**

UNIT NUMBER	SQUARE METERS	TOTAL AREA	UNIT PERCENTAGE
34	1536.9	122136.1	1.25835
35	1367.5	122136.1	1.119653
36	1628.9	122136.1	1.333676
37	1885.8	122136.1	1.544015
38	2859.9	122136.1	2.341568
39	2712.3	122136.1	2.220719
40	2041.6	122136.1	1.671578
41	2133.3	122136.1	1.746658
42	2313.5	122136.1	1.894198
43	1064	122136.1	0.871159
44	1064	122136.1	0.871159
45	1064	122136.1	0.871159
46	1064	122136.1	0.871159
47	1064	122136.1	0.871159
48	1064	122136.1	0.871159
49	1064	122136.1	0.871159
50	1064	122136.1	0.871159
51	1064	122136.1	0.871159
52	1064	122136.1	0.871159
53	1064	122136.1	0.871159
54	1064	122136.1	0.871159
55	1064	122136.1	0.871159
56	1064	122136.1	0.871159
57	1064	122136.1	0.871159
58	1064	122136.1	0.871159
59	1064	122136.1	0.871159
60	1064	122136.1	0.871159
61	1064	122136.1	0.871159
62	1064	122136.1	0.871159
63	1064	122136.1	0.871159
64	1078.9	122136.1	0.883359
65	1078.9	122136.1	0.883359
66	1078.9	122136.1	0.883359

**SCHEDULE "C"**  
**Page 3**

UNIT NUMBER	SQUARE METERS	TOTAL AREA	UNIT PERCENTAGE
67	1078.9	122136.1	0.883359
68	1078.9	122136.1	0.883359
69	1078.9	122136.1	0.883359
70	1078.9	122136.1	0.883359
71	1078.9	122136.1	0.883359
72	1323	122136.1	1.083218
73	1341	122136.1	1.097955
74	1338	122136.1	1.095499
75	1334	122136.1	1.092224
76	1331	122136.1	1.089768
77	1327	122136.1	1.086493
78	1324	122136.1	1.084037
79	1321	122136.1	1.08158
80	1317	122136.1	1.078305
81	1323	122136.1	1.083218
82	1390	122136.1	1.138075
83	1547	122136.1	1.26662
84	1653	122136.1	1.353408
85	1760	122136.1	1.441015
86	1749.9	122136.1	1.432746
87	1750.2	122136.1	1.432992
88	1750.4	122136.1	1.433155
89	1750.6	122136.1	1.433319
90	1750.8	122136.1	1.433483
91	1751	122136.1	1.433647
92	1751.2	122136.1	1.43381
93	1751.5	122136.1	1.434056
94	1586.4	122136.1	1.298879
	122136.1		100