

**DECLARATION OF HALIFAX COUNTY CONDOMINIUM
CORPORATION NO. 269**

MADE BY

**GLEN ARBOUR CONDOMINIUM INC.
OF THE HALIFAX REGIONAL MUNICIPALITY
PROVINCE OF NOVA SCOTIA**

DECLARATION

RECITALS

Section 1 – Introduction

- 1.01 Definitions
 - (a) Access Driveway
 - (b) Act
 - (c) By-Laws
 - (d) Common Elements
 - (e) Corporation
 - (f) Description
 - (g) Developer
 - (h) Development Agreement
 - (i) HRM
 - (j) Land
 - (k) NSDEL
 - (l) Termination
 - (m) Unit
 - (n) General
- 1.02 Statement of Intention
- 1.03 Consent of Encumbrancers
- 1.04 Boundaries of Units
- 1.05 Monuments
- 1.06 Proportions of the Common Interests
- 1.07 Contributions to the Common Expenses
- 1.08 Voting Rights
- 1.09 Arbitration

Section 2 – Development Agreement

- 2.01 Terms of the Development Agreement
- 2.02 Certified Operator for the On-site Wastewater Collection and Treatment System
- 2.03 Certified Annual Inspection of the On-site Wastewater Collection and Treatment System
- 2.04 Copies of all Agreements, etc.

Section 3 – Common Expenses

3.01 Specification of Common Expenses

3.02 Payment of Common Expenses

Section 4 – Common Elements

4.01 Use of Common Elements

4.02 Parking

4.03 Limited Common Elements

4.04 Substantial Change to Common Elements

Section 5 – Units

5.01 Occupation and Use

5.02 Restrictions on Leasing

Section 6 – By-Laws

Section 7 – Modification of Common Elements and Assets

Section 8 – Maintenance and Repairs

8.01 Maintenance and Repairs of Units by the Owner

8.02 Repairs of Common Elements by the Corporation

8.03 Maintenance of the Common Elements

8.04 Additions, Alterations or Improvements by Owners

Section 9 – Damage

9.01 Procedure Where Damage Occurs

9.02 Repair after Damages

9.03 Plans and Specifications

Section 10 – Insurance

10.01 By the Corporation

10.02 General Provisions

10.03 By the Owner

Section 11 – Insurance Proceeds

- 11.01 Insurance Trustee
- 11.02 Distribution of Insurance Proceeds by Insurance Trustee

Section 12 – Indemnification

- 12.01 Indemnity by Owner
- 12.02 Indemnity by Corporation

Section 13 – Termination or Sale

- 13.01 Termination
- 13.02 Management after Termination

Section 14 – Expropriation

- 14.01 Expropriation in Whole of the Property
- 14.02 Part of Common Elements Only Taken
- 14.03 Partial Expropriation Including Units
- 14.04 Reconstitution of Scheme of Condominium after Reconstruction

Section 15 – Other Matters Concerning the Property

- 15.01 License for Special Golfing Privileges and Protective Covenants

Section 16 – Director Provisions

- 16.01 Number
- 16.02 Quorum
- 16.03 Qualification of Members of Board
- 16.04 Nomination, Election and Term
- 16.05 Removal of Directors
- 16.06 Filling of Vacancies
- 16.07 Calling Meetings
- 16.08 Regular Meetings
- 16.09 Adjourned Meeting

- 16.10 Vote
- 16.11 Interest of Directors in Contracts
- 16.12 Declaration of Interest
- 16.13 Protection of Directors and Officers
- 16.14 Indemnity of Directors and Officers
- 16.15 Fidelity Bonds

Section 17 – Officers

- 17.01 Elected Officers
- 17.02 Appointed Officers
- 17.03 Terms of Office
- 17.04 President
- 17.05 Vice – President
- 17.06 General Manager
- 17.07 Secretary
- 17.08 Treasurer
- 17.09 Other Officers
- 17.10 Compensation

Section 18 – Corporation Decisions Requiring Voting by Unit Owners

Section 19 – Duties of the Corporation

Section 20 – Assessment and Collection of Contribution towards the Common Expenses

- 20.01 Assessment
- 20.02 Annual Budget
- 20.03 Contingency Fund
- 20.04 Reserve Fund
- 20.05 Contingency and Reserve Funds Part of Common Elements

20.06	Copies of Budget and Notices of Assessment
20.07	Revised Assessments
20.08	Special Assessments
20.09	Moneys on Deposit
20.10	Conveyance of Units
20.11	Statement of Account
20.12	Inspection of Books
20.13	Collection
20.14	Estoppel Certificate
20.15	Default in Payment of Assessment

Section 21 – General Matters and Administration

21.01	Sale of the Property or a Portion of the Common Elements
21.02	Leasing of the Common Elements
21.03	Termination of the Government of the Property
21.04	Rights of entry
21.05	Units Subject to Declaration, By-laws, Common Elements Rules and Rules and Regulations
21.06	Invalidity
21.07	Waiver
21.08	Resolution of Conflict of Provisions
21.09	Notice
21.10	Construction of Declaration
21.11	Headings
21.12	Effective Date

Schedule "A" – Legal Description

Schedule "B" – Consent of Encumbrances

Schedule "C" – Percentage Interest

Schedule "D" – Site Development Plan

Schedule "E" – Share Services and Facilities

Schedule "F" – Golfing Privileges

DECLARATION
MADE PURSUANT TO THE CONDOMINIUM ACT
REVISED STATUTES OF NOVA SCOTIA, 1989, Chapter 85 as amended
FOR HALIFAX COUNTY CONDOMINIUM CORPORATION NO. 269

THIS DECLARATION of covenants, conditions and restrictions (hereinafter called the “Declaration”) is made and executed pursuant to the provisions of the Condominium Act, Revised Statutes of Nova Scotia, 1989, Chapter 85, as amended, and the Regulations pursuant thereto (all of which are hereinafter referred to as the “Act”), in Halifax, Halifax Regional Municipality, in the Province of Nova Scotia, By:

Glen Arbour Condominiums Inc. a company incorporated under the laws of the Province of Nova Scotia, 380 Bedford Highway, in Halifax, Halifax Regional Municipality, in the Province of Nova Scotia B3M 2L4 (the “Declarant”).

WHEREAS

- (a) The Declarant is the Owner of the freehold estate in the lands and premises known as Glen Arbour condominiums (hereinafter called the “Property”) situated at civic 34 – 128 Greenside Lane, Hammonds Plains, Halifax Regional Municipality, Nova Scotia and more particularly described in Schedule “A” hereto annexed, and in the Description filed herewith in accordance with Article 12 of the Condominium Act;
- (b) The Declarant intends that the said lands together with the nine (9) buildings constructed thereon with 4 condominium units in each building for a total of thirty-six (36) condominium units shall be governed by the Act, as shown on the Site Plan annexed hereto as Schedule “D”;
- (c) The Declarant is desirous of establishing for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, certain easements and rights in, over and upon the Property, and certain mutually beneficial restrictions and obligations with respect to the Property and the use, conduct and maintenance thereof;
- (d) The Declarant desires and intends that the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of and shall hold their interest together with and subject to the rights, easements, privileges and restrictions hereinafter set forth, and as provided by the Act and the Declaration, By-Laws and the Common Element Rules hereinafter referred to, all of which are declared to be in furtherance of a plan to promote and protect the

aspects of the Property which require cooperation and are established for the purpose of enhancing and protecting the value, desirability and attractiveness thereof;

- (e) The Declarant intends to create a Property with shared services and facilities, annexed hereto as Schedule "E", to be installed and provided to the extent necessary to ensure the independent operation of the proposed condominium corporation. The Declarant further intends that the Property, including the shared services and facilities shall meet the applicable requirements of the Halifax Regional Municipality as set forth in the Development Agreement. The Development Agreement relates to the use of lands and development provisions as it applies to Blocks A, B, C, and D referred to in the Development Agreement. The Property created by this Declaration is occurring on Block D;
- (f) The Declarant intends that the Corporation shall assume those specifically identified duties, obligations, and responsibilities required to be assumed by the Corporation from the Developer, relating to Block D as referred to in the Development Agreement.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

1.00 – DEFINITIONS

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

- a) "Access Driveway" means a travel way over lands of the Corporation, known as Greenside Lane, which provides access from a public road being Glen Arbour Way, to and beyond the exclusive driveway parking spaces for each Unit as designated on the site plan corresponding with the Unit number prefaced by the letter "P";
- b) "Act" means the Condominium Act, Revised statutes of Nova Scotia, 1989, c. 85 as amended, together with the Regulations made pursuant thereto;
- c) "By-Laws" means By-Laws of this Condominium Corporation created pursuant to the Condominium Act, RSNS, 1989, Chapter 85 as amended, and the Regulations made pursuant thereto;
- d) "Common Elements" means all the property except the Units, including but not limited to the Access Driveway, the driveway parking space for each unit as designated on the site plan, corresponding with the unit number prefaced by the letter "P", on site private wastewater collection and treatment system, on site water distribution and treatment system, landscaped parking, landscaped areas, exterior lighting, roofs, exterior foundations, exterior windows, exterior decks, exterior siding and exterior doors providing ingress to and egress from all Units;

- e) "Corporation" means the Corporation created under the Act by acceptance for registration of this Declaration, the Description and the By-Laws;
- f) "Description" means the Description submitted for registration herewith by the Declarant under Article 12 of the Act;
- g) "Developer" means Annapolis Group Inc.;
- h) "Development Agreement" means the Development Agreement between Annapolis Group Inc. and Halifax Regional Municipality, as amended, dated August 29, 2001 and registered at the Registry of Deeds in Halifax County, Province of Nova Scotia in Book 6849 at Pages 1042-1114 on the 29th day of August, 2001;
- i) "HRM" means Halifax Regional Municipality;
- j) "Land" means the freehold land described in the Description;
- k) "NSDEL" means Nova Scotia Department of Environment and Labour;
- l) "Termination" means the termination of the Government of the property by the Act and includes termination as a result of damages;
- m) "Unit" means the part or parts of the land included in the Description and designated as a unit by the Description and comprises the space enclosed by its boundaries and all the material parts of the land within this space in accordance with the Declaration and Description;
- n) Any other words and phrases used herein which are defined in the Act have the meaning given to them by the Act.

1.02 Statement of Intention

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

1.03 Consent of Encumbrancers

The consent of all persons having registered encumbrances against the land or interests pertinent to the land described in the Descriptions contained in Schedule "B" attached to this declaration.

1.04 Boundaries of Units

Each unit shall comprise the area bounded:

(a) Horizontally

On floor1, by the interior surface of the concrete wall and the extension of the plane of this surface across windows, doors and other openings or, by the exterior surface of the drywall sheeting (where no concrete was exists) and the extension of the plane of this surface across windows, doors and other openings. On floors 2 and 3, by the exterior surface of the drywall sheeting on the walls and the extension of the plane of such surfaces across windows, doors and other openings.

(b) Vertically

On all floors, by the lower surface of the wooden subfloor or upper surface of the concrete floor slab as the case may be and by the upper surface of the drywall sheeting on the ceiling or by the plane formed by the lower surface of the ceiling joists (wherein no drywall sheeting exists). Each unit shall contain a heating system, whether hot water baseboard, electric heat, heat pump and /or propane fireplace and any related tanks, pipes and accessories for which the unit owner is solely responsible. Notwithstanding the foregoing, the unit shall not include:

(a) Any load-bearing walls, columns or beams within the boundaries of the unit;

(b) Such pipes, wires, cables, conduits, ducts, flues, shafts, public utility lines and other horizontal or vertical service facilities which are used for the distribution of power, water, drainage and other services within the building and that are within the boundaries of the unit; but the unit shall include the fixtures, outlets and other facilities with respect to such service facilities which are within the boundaries of the unit and which serve the unit only.

1.05 Monuments

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

1.06 Proportions of the Common Interests

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

1.07 Contributions to the Common Expenses

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

1.08 Voting rights

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

1.09 Arbitration

Subject to Article 33 of the Act, in the event that any disagreement arises between the unit owners or with reference to any matter arising out of the ownership of the units or the Common Elements or any matter arising hereunder upon which there is a disagreement, then, the matter shall be referred to arbitration according to the terms set out in Article 33 of the Act, and the *Arbitration Act*. This provision shall apply to all matters for which Arbitration is required under the Condominium Act as amended.

2.00 DEVELOPMENT AGREEMENT

2.01 Terms of the Development Agreement

The Land and the Corporation members will be subject to the terms and conditions of the Development Agreement. The terms and conditions of the Development Agreement include, but are not limited to:

- A. Architectural Guidelines;
- B. Nova Scotia Department of Environment and Labour Approval to Construct and Operate the Sewage Treatment Plant (Approval No. 2003-031928);
- C. Wastewater Collection and Treatment System – Operation and Maintenance Manual prepared by CBCL Limited including as built record drawings for the recirculating sand filter, sewage treatment system;
- D. Water Supply Registration – Registration Number: 2003-038049, Glen Arbour – 34-126 Greenside Lane, Hammonds Plains issued by Nova Scotia Department of Environment and Labour;
- E. Approval for Water Withdrawal –Groundwater Authorization Number: 3948-Application Number: 2003-038046;
- F. Water Distribution and Treatment System - Operation and Maintenance Manual prepared by CBCL Limited including as built record drawings for the water distribution and treatment system;

- G. Access Driveway (plan and profile, Parcel D) dated February 5, 2003 and prepared by M. Sooriyakumaran, professional engineer, as drawing number: 03-03-02.

2.02 Certified Operator for the On-site Wastewater Collection and Treatment System

Pursuant to the Development Agreement, the Corporation is responsible to employ a certificated operator for the on-site wastewater collection and treatment system. All operators shall have undertaken a wastewater operator training program approved by the NSDEL and any other training program approved by the NSDEL and any other additional training deemed necessary by the NSDEL to ensure that the operator has sufficient expertise to operate and maintain the systems and ensure the on-site wastewater collection and treatment system is operated and maintained in a good and safe condition.

2.03 Certified Annual Inspection for the On-site Wastewater Collection and Treatment System

Pursuant to the Development Agreement, the Corporation is responsible to provide a certified annual inspection for the on-site wastewater collection and treatment system on the Land of the Corporation by a professional engineer for review by the HRM development engineer for the life of the Corporation and/or development including the reserve fund compliance as per the Act. The reserve fund compliance for the on-site wastewater collection and treatment system shall be established and maintained at a level required by the reserve fund study, or any updated reserve fund study, and in accordance with the requirements of s. 31 of the Act. Where an annual inspection report indicates malfunctioning of the on-site wastewater sewage system remedial measures shall immediately be commenced by the Corporation.

2.04 Copies of all Agreements

The Declarant shall provide the Corporation with copies of all agreements, approvals, authorizations, registrations, permits, and licenses, etc. with respect to the shared services and facilities, and Common Elements, together with all operation and maintenance manuals with respect to the wastewater collection and treatment system and water distribution and treatment system.

3.00 COMMON EXPENSES

3.01 Specification of Common Expenses

“Common Expenses” means the expenses of the performance of the objects and duties of the Corporation, and without limiting the generality of the foregoing, include the following:

- (a) The maintenance, repair, replacement and operation of the Common Elements including but not limited to, the repair, replacement and snow removal of the Access Driveway, the driveway parking space for each unit as designated on the site plan, corresponding with the unit number prefaced by the letter "P", on-site wastewater collection and treatment system, on-site water distribution and treatment system, landscaped areas, exterior lighting, roofs, exterior foundations, exterior windows, exterior decks, exterior siding and exterior doors providing ingress to and egress from all Units;
- (b) The cost of electricity, cold water and all other utilities and services purchased by the Corporation for use in the Common Elements;
- (c) The remuneration payable by the Corporation to any employees deemed necessary for the operation and maintenance of the property including the payment of any remuneration payable pursuant to any management agreement which the Corporation may enter into;
- (d) The cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof;
- (e) The cost of legal, accounting and auditing services, fees and disbursements of an insurance Trustee, premiums for the Corporation's Insurance obligations, appraisals, fidelity bonds, the cost of carrying out the reserve fund study and the costs of carrying out any other objects and duties imposed by the Act, this Declaration and the By-Laws of the Corporation and its Board of Directors;
- (f) The cost of borrowing money to carry out the duties of the Corporation;
- (g) All sums of money assessed by the Corporation for collection from the Owners to be set aside in such separate fund or funds as may be provided for by the By-Laws of the Corporation, and to be applied, from time to time in whole or in part in the absolute discretion of the Corporation, towards meeting deficits and such other common purposes, or to be used or expended for major maintenance items, which occur less frequently than annually, and for major items of repair or replacement made necessary by damage, deterioration or obsolescence, as the Corporation may deem necessary or desirable in order to carry out the objects and duties of the Corporation;
- (h) The cost of heating and fuel purchased by the Corporation for heating the Common Elements.

3.02 Payment of Common Expenses

The Declarant shall pay all common expenses of the corporation until the end of the calendar month in which 51% of the units have been sold and the transfer of those units have been registered. Until 51% of the units have been sold, the Board shall, in its sole and unfettered discretion, assess the estimated common expenses of the corporation and shall levy against the owners of the units, other than the Declarant, such proportion of the expenses as stipulated by Schedule "C" and the corporation shall pay to the Declarant such common expense contributions as received from time to time. Commencing in the month following the month in which 51% of the units have been sold, each owner, including the Declarant, shall pay to the corporation his proportionate share of the common expenses as indicated in Schedule "C", the assessment of which may be regulated by the Board of Directors of the Corporation pursuant to this Declaration and the By-Laws of the Corporation.

4.00 COMMON ELEMENTS

4.01 Use of Common Elements

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

4.02 Parking

(a) Each owner is entitled to the exclusive use and possession of their driveway for a driveway parking space to which his unit has sole access. The driveway parking space for each unit is designated on the Site Plan, corresponding with the unit number prefaced by the letter "P". Additional outdoor parking spaces, if any, will be designated and allocated from time to time by the Board of Directors. A unit owner, upon requesting and being allocated such additional outdoor parking spaces as may from time to time be available, may pay a rental to the Corporation or to such other person, firm or corporation to whom the Board of Directors has authorized the management, operation and control of the said parking spaces. The Corporation shall be permitted in its discretion to fix rental payments referred to herein or to suspend or cancel the same from time to time.

(b) Each driveway parking space shall be used exclusively as a parking space for a vehicle which shall be parked in such manner so as not to impede or prevent access to other parking spaces. The owner, servants, agents, licensees or the owner's family, guests, tenants and visitors will obey all the parking regulations and any other traffic regulations presently in force and those promulgated in the future for safety, comfort and convenience of the owners of all units. An owner of a unit shall not permit his/her guests, tenants, servants, agents, licensees or members

of his/her family or himself to use parking spaces of other owners without the owner's consent. Only vehicles that are operable shall be permitted in the parking space and no repair work shall be performed on the vehicle while it is in the parking space.

4.03 Limited Common Elements

Subject to the provisions of the Act, this Declaration, the By-Laws and the Rules and Regulations passed hereto:

- (a) Each owner is entitled to the exclusive use and possession of the inner surface of the glass windows to which his unit has sole access and the interior side of the exterior doors which provide the means of ingress to and egress from his unit;
- (b) Each owner is entitled to the exclusive use and possession of the balconies or patios to which each owner has sole access.

4.04 Substantial Change to Common Elements

Any substantial change to the Common Elements can only be effected by a vote in a general meeting, or a duly convened special meeting, of the members of the corporation who own at least 80% of the Common Elements.

5.00 UNITS

5.01 Occupation and Use

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

- (a) Each unit shall be occupied and used only as a residence for a single family and for no other purpose;
- (b) Nothing shall be done, or permitted to be done or brought into, or kept in a unit which will in any way increase the rate of fire insurance on the property or on any part thereof, or on chattels kept within any unit;
- (c) No unit shall be occupied or used by anyone in such a manner as to result in the cancellation of any policy of insurance referred to in this Declaration;
- (d) The owner of each unit, and all residents and visitors to his unit, shall comply with the Act, this Declaration, the By-Laws, and the Common Elements rules;
- (e) Prior to making any alterations or repairs to his unit, the owner shall submit his plans to the Board of Directors of the Corporation in accordance with the By-Laws for approval; and the Board shall approve the plans unless the proposed alterations or repairs or the

manner of carrying them out are likely to damage or impair the value of any other unit or the Common Elements;

- (f) The occupation of each unit shall be subject in all respects to the terms and provisions of any mortgage financing on the property until such time as such mortgage is paid in full and discharged;
- (g) Nothing herein contained shall prevent, and no by-law or house rule shall be made to prevent the Declarant, until all of the units have been sold for the first time by it, from completing the buildings and all improvements to the property, remedying defects, maintaining units as models for display and sales purposes, and otherwise marketing units and maintaining marketing and or construction offices, displays and signs relating to the property, provided that they are in accordance with any applicable by-laws of the municipality in which the property is situate.

5.02 Restrictions on Leasing

Restrictions on leasing

- (a) No owner shall lease his unit unless he causes the tenant to execute and deliver an undertaking signed by the tenant, to the following effect;
“I, _____, undertake that I, the members of my household and my guests from time to time, will, in using the unit rented by me, and the Common Elements, comply with the Residential Tenancies Act and the Condominium Act, the Declaration, and By-Laws, including Common Element Rules, and all other rules and directions of the Condominium Corporation during the term of my tenancy.”
- (b) Subject to paragraph 4.02 (a) herein, the entering into occupancy of any unit by an occupant with the consent of the owner shall constitute an agreement that the provisions of the Condominium Act and Regulations, the Declaration, the By-Laws including Common Element Rules and all other rules and directions of the Condominium Corporation are accepted and ratified by such occupant.
- (c) Any owner leasing his unit shall not be relieved thereby from any of his obligations with respect to the unit, which shall be joint and several with his tenant, and will notify the Corporation of the name of the tenant or tenants.
- (d) No tenant shall be liable for the payment of Common Expenses unless notified by the Corporation that the owner is in default of payment of Common Expenses, in which case the tenant shall deduct from the rent payable to the owner the owner’s share of the Common Expenses and shall pay the same to the Corporation.

6.00 BY-LAWS

Subject to paragraph 1.09 herein, the Corporation may, by a vote of members who own sixty percent (60%) of the Common Elements, make by-laws:

- (a) Governing the management of the Property;
- (b) Governing the use of the units or any of them for the purpose of preventing unreasonable interference with the use and enjoyment of the Common Elements and other units;
- (c) Governing the use of the Common Elements;
- (d) Regulating the maintenance of the units and Common Elements;
- (e) Governing the use and management of the assets of the Corporation;
- (f) Respecting the Board of Directors of the Corporation;
- (g) Specifying duties of the Corporation;
- (h) Regulating the assessment and collection of contributions towards Common Expenses;
- (i) Respecting the conduct generally of the affairs of the Corporation.

7.00 MODIFICATIONS OF COMMON ELEMENTS AND ASSETS

For the purpose of Article 32 of the Act, the determination whether any addition, alteration or improvement to or renovation of the common Elements or any change in the assets of the Corporation is "Substantial" shall be made by an affirmative vote of the members who own fifty-one percent (51%) of the Common Elements.

8.00 MAINTENANCE AND REPAIRS

8.01 Maintenance and Repairs of Units by the Owner

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

- (b) Each owner shall be responsible for all damages to any and all other units and to the Common Elements, which are caused by the failure of the owner to so maintain and repair his unit, save and except for any such damages to the Common Elements for which the cost of repairing same may be recovered under any policy or policies of Insurance held by the Corporation;
- (c) The Corporation shall make any repairs that an owner is obligated to make and which are not made within a reasonable time, and in such an event, an owner shall be deemed to have consented to having such repairs made by the Corporation; and such owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, taxed as between solicitor and client, and all sums of money shall bear interest at such rate as the Board of Directors shall decide upon (not exceeding 2% per annum above the prime rate charged by the Corporation's bankers from time to time). The Corporation may collect all such sums of money in such installments as the Board of Directors may decide upon, which installments shall be added to the monthly contribution towards the Common Expenses of such owner, after receipt of a notice from the Corporation thereof. All such payments are deemed to be additional contributions towards the Common Expenses and recoverable as such;

8.02 Repairs of Common Elements of the Corporation

The Corporation shall repair the Common Elements after damage, including but not limited to, the repair and replacement of all driveways, on-site wastewater and treatment system, on-site private water distribution and treatment system, landscaped areas, exterior lighting, roofs, exterior foundations, exterior windows, exterior decks, exterior siding and exterior doors providing ingress to and egress from all units at its own expense.

8.03 Maintenance of the Common Elements

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

8.04 Additions, Alterations or Improvements by Owners

No owner shall make any structural change in or to his unit or any change to an installation upon the Common Elements, or maintain, decorate or repair any of the Common Elements

(except for repair and maintenance of such portions of the common Elements which the owner having the exclusive use and possession thereof is obligated to maintain pursuant to Paragraph 8.03 of this Section 8) without the prior consent in writing of the Board of Directors of the Corporation. Any change shall, if approved by the Board, be made in accordance with the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances and in accordance with the conditions, if any, of such approval, by the Board of Directors.

9.00 DAMAGE

9.01 Procedure where Damage Occurs

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

9.02 Repair After Damages

- (a) In the event of a vote for repair by members who own eighty percent (80%) of the Common Elements, the Corporation shall repair the Units and Common Elements in accordance with the architectural plans and specifications and certificate contained in the Description, with the following provisions:
 - (i) The obligation of the Corporation to repair after damage hereunder, extends to all improvements made to the Units by the Declarant in accordance with the architectural plans and specifications, notwithstanding that some of such improvements may have been made after registration of this Declaration and the Description, but does not include repair of any improvements made to the unit by the Declarant for the owner thereof which are not included in the architectural plans and specifications of the Declarant; and
 - (ii) The obligation of the Corporation to repair the units after damage shall be limited to repair in respect of all risks which are insured or insurable under any available policy of policies of insurance;
 - (iii) Each unit owner shall repair his unit after damage in respect of all risks which are not insured or insurable under any available policy or policies of insurance.

- (b) In the event that the Board of Directors shall determine that there has not been substantial damage, as defined in paragraph 9.01 hereof, then the Corporation and such owners whose units have been damaged shall repair in accordance with the provisions of paragraphs 8.01 and 8.02 of this Declaration.

9.03 Plans and Specifications

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

10.00 INSURANCE

10.01 By the Corporation

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

- (a) Insurance against damage by fire and extended perils and such other perils as the Board of Directors may from time to time deem advisable insuring:
 - i) The property, excluding the units, and;
 - ii) Personal property owned by the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the owners;

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

- (b) Insurance against damage by fire and extended perils and such other perils as the Board of Directors may from time to time deem advisable, insuring the units including all improvements made to the units by the Declarant in accordance with its architectural plans and specifications, notwithstanding that some of such improvements may have been made after registration of the Declaration and the Description, but excluding any improvements made by the owners thereof, in an amount equal to the full replacement cost of such units without deduction for depreciation;
- (c) Public liability and property damage Insurance insuring the liability of the Corporation with limits to be determined by the Board of Directors, but in no event for less than Five Million Dollars (\$5,000,000.00) and without right of subrogating as against the Corporation, its manager, agents, servants, and employees, and as against the owners, and any members of the household or guests or any owner or occupant of a unit, except for arson and fraud; and;

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

(2) Such policy or policies of insurance as required by paragraphs (a) and (b) of sub-section (1) hereof, shall insure the interests of the Corporation and the owners from time to time as their respective interests may appear, with mortgagee endorsements, which mortgagee endorsement shall be subject to the provisions hereof, and all such policy or policies of insurance shall contain the following provisions:

- (a) Where the amount received from an insurer from any loss arising out of any one occurrence does not exceed Five Hundred Thousand Dollars (\$500,000.00), the said insurance amount for that loss shall be payable to the Corporation; in the event that the said loss exceeds Five Hundred Thousand Dollars (\$500,000.00), the said insurance amount for that loss shall be payable to an Insurance Trustee whose services are retained for this purpose by the Corporation at the time of the said loss.
- (b) Waivers of subrogation against the Corporation, its manager, agents, employees and servants and owners and any member of the household or any owner or occupant of a unit, except for arson and fraud;
- (c) That such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty days' prior written notice to all parties whose interests appear thereon, and to an Insurance Trustee if one has been retained;
- (d) Waivers of any defence based on co-Insurance or of invalidity arising from the conduct or any act or omission of any insured;
- (e) All policies of Insurance (insuring the liability of the Condominium Corporation) shall provide that the same shall be primary Insurance in respect of any other Insurance carried by the Unit Owner;
- (f) A waiver of the insurer's and/or insurers' option to repair, rebuild, or replace in the event that after damage, the government of the property by the Act is terminated pursuant to paragraph 9.01 hereof;
- (g) That loss shall be payable to the corporation.

10.02 General Provisions

- (a) Prior to obtaining any policy or policies of Insurance under paragraph 10.01 of the section 10.00, or any renewal or renewals thereof, the Board may, at its discretion, or shall at the request of a majority of Unit Owners, obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property for the purpose of determining the amount of Insurance to be affected pursuant to paragraph 10.01 of this Section 10.00 and the cost of such appraisal shall be a common expense.
- (b) The Corporation, its Board of Directors, and its officers shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle all claims with

respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment, provided, however, that the Board of Directors may in writing, authorize an owner to adjust any loss to his unit with an insurer.

- (c) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This paragraph (c) shall be read without prejudice to the right of any mortgages in possession to exercise the right of an owner to vote or to consent, if the mortgagee itself contains a provision giving the mortgagee that right, and also to the right of any mortgagee to receive the proceeds of any insurance policy, if the property is not repaired.
- (d) At the request of an owner or mortgagee, a certificate of all Insurance policies and endorsements thereto shall be issued as soon as possible to each owner and the mortgagee shall be supplied with a duplicate original or certified copy of the policy and endorsements thereto; at the request of an owner or mortgagee, renewal certificates or certificates of new insurance policies shall be furnished to each owner and renewal certificates or certified copies of new insurance policies to each mortgagee. The master policy for any insurance coverage shall be kept by the Corporation in its offices available for inspection by an owner or mortgagee on reasonable notice to the Corporation.
- (e) No insured other than the Corporation shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in this Declaration.
- (f) Where the Corporation, instead of the Insurance Trustee, receives any proceeds of insurance pursuant to sub-paragraph (e) of paragraph 10.01 (2) of this Section 10, the proportion of such proceeds attributable to damage to any unit or units shall be held in trust for the owner or owners of such unit or units and, at the discretion of the Board of Directors, may be applied by the Corporation to the repair of such unit or units or may be paid to such owner or owners subject at all times to the interest, if any, of the mortgagee.
- (g) Where any insurance proceeds have been paid to an owner for the purpose of effecting repairs to his unit, then such owner shall effect such repairs within two months of such payment or within such further period of time as the Board of Directors of the Corporation may permit in writing, and he shall furnish the Corporation with evidence that such repairs have been completed in accordance with Section 8.00 of this Declaration.

10.03 By the Owner

- (a) Each unit owner may obtain and maintain his own insurance on any additions or improvements made by the owner to his unit and for furnishings, fixtures, equipment,

decorating and personal property and chattels of the owner contained in his unit and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for the loss of use and occupancy of his unit in the event of damage, which policy or policies of insurance shall contain waivers of subrogation against the Corporation, its manager, agents, employees and servants, and against the other owners and any members of their household or any owner or occupant of another unit, except for arson and fraud.

- (b) Each owner may obtain and maintain his own public liability insurance covering any liability of the owner with regard to the property and his unit pursuant to this Declaration to the extent not covered by any public liability and property damage insurance obtained by the Corporation.
- (c) At the request of the Board of Directors, each owner shall file a certified copy of any policy or policies of insurance obtained or maintained by him pursuant to this paragraph 10.03 with the Corporation within ten days of such a request.

11.00 INSURANCE PROCEEDS

11.01 Insurance Trustee

Upon any claim being made to the Board of Directors against the policy of insurance held by the Corporation for loss to a unit or units and/or the Common Elements which exceeds the sum of Five Hundred Thousand Dollars (\$500,00.00), the Board of Directors on behalf of the Corporation shall enter into an agreement with an Insurance Trustee which shall be a Trust Company authorized to carry on business in Nova Scotia, a Chartered Bank, a Chartered Accountant, or a Lawyer, or such other person as may be determined by the Board of Directors which agreement shall, without limiting the generality of the foregoing, provide the following:

- (a) The receipt by the Insurance Trustee of any proceeds of insurance payable to the Corporation where such proceeds exceed Five Hundred Thousand Dollars (\$500,00.00);
- (b) The holding of such proceeds in trust for those entitled thereto pursuant to the provisions of this Declaration;
- (c) The disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement.

In the event that the Board of Directors is unable to enter into such agreement with such Trust Company, or such Chartered Bank, by reason of their refusal to act, the Board of Directors may enter into such Agreement with such other corporation or individual authorized to act as a Trustee, as in its discretion the Board of Directors may deem advisable.

The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a Common Expense.

11.02 Distribution of Insurance Proceeds by Trustee

In the event that:

- (a) The Corporation is obligated to repair any unit insured under sub-paragraph (b) of paragraph 10.01(1) of Section 10.00 hereof, in accordance with the provisions of Section 9.00 hereof, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse the same in accordance with the provisions of the Insurance Trust Agreement , in order to satisfy the obligation of the Corporation to make such repairs;
- (b) There is no obligation by the Corporation to repair any unit in accordance with the provision of Section 9.00 hereof and there is termination in accordance with the provisions of Article 41 of the Act, the Insurance trustee shall hold all proceeds for the owners in the proportion of their respective interests in the Common Elements and shall pay such proceeds to the owners in such proportions, upon registration of a notice of termination by the Corporation;
- (c) Where the Board of Directors in accordance with the provisions of sub-section (1) of Article 36 of the Act determines that there has not been substantial damage to the extent that the cost of repairs would be at least twenty-five percent (25%) of the value of the buildings immediately prior to the occurrence, the Insurance Trustee shall hold all proceeds for the Corporation and the owners whose units have been damaged, as their respective interests may appear in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the respective obligations to make repairs pursuant to the provisions of Section 8 of this Declaration;

Notwithstanding anything to the contrary herein contained, any proceeds payable by an Insurance Trustee to an owner, in accordance with the provisions of sub-paragraph (b) of this paragraph 11.02 of Section 11.00 hereof shall be subject to payment in favour of any mortgagee of mortgagees to whom each loss be payable in such policy or policies of Insurance and in satisfaction of the amount due under any liens registered by the Corporation against each unit.

12.00 INDEMNIFICATION

12.01 Indemnity by Owner

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

Any sums of money to be paid by an owner to the Corporation pursuant to this paragraph 12.01 of Section 12.00 shall include any legal or collection costs as between solicitor and client incurred by the Corporation in order to collect such sums of money. And all such sums of money shall bear interest at the rate of interest as the Board of Directors in their consideration may decide upon, not exceeding 2% above prime rate charged by the Corporation's bankers from time to time. The Corporation may collect such sums of money in such instalments as the Board of Directors may decide upon, which instalments shall be added to the monthly contribution towards the common expenses of such owner, after receipt of notice from the Corporation thereof. All payments pursuant to this paragraph 12.01 are deemed to be additional contributions toward the Common Expenses and are recoverable as such.

12.02 Indemnity by Corporation

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

13.00 TERMINATION

13.01 Termination

A vote of unit owners representing 100% of the Common Elements and consent of the persons having registered claims against the property, created after the acceptance for registration of the Declaration and Description, is required to terminate the government of the property of the Condominium Act.

13.02 Management After Termination

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

14.00 EXPROPRIATION

14.01 Expropriation in Whole of the Property

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

Notwithstanding the above provisions in this paragraph 14.01, the rights of each owner shall be separate to negotiate and settle his personal compensation for additions, alterations or improvements made by the owner to his unit after registration of this Declaration, the cost of moving and other similar items personal to each owner.

14.02 Part of Common Elements Only Taken

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

- (a) to distribute the compensation among the owners and mortgagees in proportion to their respective interests in the Common Elements, or
- (b) to retain the compensation as an asset of the Corporation, or
- (c) to use the compensation to add to, change or alter the Common Elements, or
- (d) where part of the Common Elements expropriated includes Common Elements, the exclusive use of which is annexed to one or more specified units by virtue of this Declaration, the Board of Directors may deal with the compensation received in respect of such exclusive use Common Element by distributing such compensation among the owners or any mortgagees as their respective interests appear whose exclusive use Common Elements have been taken, or by applying such compensation to the replacement of such exclusive use Common Elements.

14.03 Partial Expropriation Including Units

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

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

14.04 Reconstruction of Scheme of Condominium After Reconstruction

In the event of reconstruction as provided in paragraph 9.02 of Section 9.00 hereof, all of the owners and other persons having an interest in or encumbrance against any part of the property agree to do everything necessary and sign such documents and so vote on all occasions as may be necessary to reconstitute the scheme of the condominium property as follows:

(a) Payment of Shares of Assets of the Corporation

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

(b) Determination of Value of Remaining Portion

The value of the portion of any unit partially expropriated or rendered partially unusable by the expropriation and/or reconstruction, together with the interest in the Common Elements of such partial unit shall be determined, and if it cannot be determined, shall be arbitrated. The owners of portions so taken shall receive the appropriate portion of the payment provided by paragraph (a) of this paragraph 14.04.

(c) Reduction of Interest in Common Elements

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

(d) Remaining Interests Expended

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

15.00 OTHER MATTERS CONCERNING THE PROPERTY

15.01 License for Special Golfing Privileges

- (a) The Declarant declares and intends for the purposes of Article 11(2)(q) of the Act, that a License for Special Golfing Privileges is available to one (1) individual person who primarily resides in the registered condominium unit as defined in the Act and designated in writing by the registered owner to the golf course operational representative on or before May 1st of the then current year, (the Resident Golfer), subject however to the terms and conditions of the License for Special Golfing Privileges annexed hereto as Schedule "F".
- (b) The Declarant declares that such License for Special Golfing Privileges was included in substantially similar form as that annexed hereto as Schedule "F", in the conveyance between Annapolis Group Inc. (herein referred to as the Developer) and the Declarant, and shall run with the Property so long as the golf course continues to operate and the Property is being used as Halifax County Condominium Corporation No. 269. The Declarant acknowledges that the Developer or the golf course operation representatives makes no representation, warranty or condition, express or implied that the operation of the golf course for any specified minimum or maximum time period.
- (c) The Declarant acknowledges that Glen Arbour Golf Course is a public golf course and that a License for Special Golfing Privileges is a non-exclusive license that is shared with all entitled grantees of property in Glen Arbour Subdivision. The License for Special Golfing Privileges shall only be transferrable upon the registration of a deed transferring the ownership of a unit.
- (d) The Declarant declares, for the purposes of Article 11(2) (q) of the Act, that Protective Covenants were included in the conveyance of the Land between the Developer and the Declarant. Notwithstanding the aforementioned, any changes to the Protective Covenants contained therein that affect, relate to or concern the golf course or its operation shall require the consent of the Developer or the golf course representatives and the consent of the owners with at least 80% of the Common Elements.
- (e) The Declarant declares and intends that notwithstanding the aforementioned, any termination, sale, expropriation in whole or in part of the Condominium Corporation and/or violation of the protective covenants, restrictions and/or golf privileges in the conveyance of the Land between the Developer and the Declarant, as determined in the sole and absolute discretion by the Developer of the golf course operational representatives that affect, relate to or concern the golf course, its operation or the development of Glen Arbour Subdivision, shall result in the suspension or termination of this license granting the privileges to the Land being registered as a Condominium Corporation for the use of Thirty-Six (36) single family registered condominium units. The Developer or the golf course operational representatives may at its sole and absolute discretion reinstate the license granting any privileges on such terms and conditions, as it deems appropriate.

- (f) The Declarant declare and intends that the Developer and/or Declarant are not responsible for the enforcement of the Protective Covenants. In the event that enforcement of these Protective Covenants is required the Corporation and the party in default of the Protective Covenants is responsible to the Developer and Declarant for all claims, damages, costs or expenses resulting therefrom including legal fees on a solicitor-client basis.
- (g) The Declarant declares and intends that the corporation will insert in any conveyance of any unit of the Corporation the License for Special Golfing Privileges and the Protective Covenants as are set forth above, and will require that such unit owners will insert in any subsequent conveyance of their unit the same License for Special Golfing Privileges and the Protective Covenants, including this paragraph with the intent that all subsequent owners, their successors in title, heirs, administrators, executors, successors and assigns of any unit of the Corporation or any part thereof shall be bound by the same restrictions and covenants contained therein.

16.00 DIRECTOR PROVISIONS

16.01 Number

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

16.02 Quorum

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

16.03 Qualifications of Members of the Board

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

16.04 Nominations, Election and Term

Within fourteen (14) days of the acceptance of the Declaration and the Description for registration, the Declarant shall appoint three (3) persons at the first meeting of the corporation who shall constitute the Board until the first general meeting of the members of the corporation is held, at which meeting the members shall elect or appoint not less than three and not more than six directors as permitted by Article 15 (1A) and (1B) of the Act including among their number a president, a vice-president, a secretary and a treasure. The

original directors appointed by the Declarant shall be eligible for re-election at the said general meeting provided that they otherwise qualify as directors of the Corporation. Notification of the members of the Board and any subsequent changes shall be provided to the Registrar of Condominiums and the Registrar of Joint Stock Companies. All directors elected or appointed shall hold office for a term of two (2) years with terms that are staggered in that one half of the directors shall be elected each year and notwithstanding that their term of office may have expired, all directors may continue to act until their successors are elected. Any person qualified to be a director may nominate himself or herself as a candidate to be considered at any time. The members of the Corporation elect or re-elect members of the Board at any annual meeting of the members of the Corporation by giving notice of the nomination in writing to the Corporation no less than five (5) days prior to the said meeting. If notice of the meeting has been waived by the members, the notice of the nomination must be given in writing to the Corporation at the earliest reasonably possible time prior to such meeting but in any event before commencement of such meeting.

16.05 Removal of Directors

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

16.06 Filling of Vacancies

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

16.07 Calling of Meetings

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

16.08 Regular Meetings

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

16.09 Adjourned Meeting

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

16.10 Vote

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

16.11 Interest of Directors in Contracts

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

16.12 Declaration of Interest

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

16.13 Protection of Directors and Officers

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

execution of the duties of his office or in relation thereto unless the same shall happen through his own dishonest or fraudulent act or acts.

16.14 Indemnity of Directors and Officers

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

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

16.15 Fidelity Bonds

The Board shall require that all directors, officers and employees of the Corporation handling or responsible for the Corporations moneys or securities furnish adequate fidelity bonds, the premiums on such bonds shall be paid by the Corporation and shall constitute a Common Expense.

17.00 OFFICERS

17.01 Elected Officers

At the first meeting of the members of the Corporation and at each subsequent annual meeting, a President, Vice-President, Secretary and a Treasurer shall be elected, all of whom shall be directors properly elected in accordance with paragraph 16.04 of Section 16.00. Any vacancy occurring in any such offices may be filled by the Board of Directors from among its members for the remainder of the term of office of the retiring officer. At any annual meeting the retiring President, Vice-President, Secretary or Treasurer, shall be eligible for re-election.

17.02 Appointed Officers

From time to time the Board may appoint a General Manager, and such other officers (other than officers elected pursuant to paragraph 16.04 hereof) as the Board may determine, including one or more assistants to any of the elected or appointed officers, The officers so appointed may, but need not, be members of the Board.

Any officer either elected pursuant to paragraph 17.01 hereof or appointed pursuant to paragraph 17.02 hereof other than the President may hold more than one office in the

Corporation and if the same person holds both the office of Secretary and the office of Treasurer, he shall be known as the Secretary-Treasurer.

17.03 Term of Office

In the absence of a written agreement to the contrary, the Board may remove, at its pleasure, any officer of the Corporation with the exception of the officers elected under paragraph 16.04 who may only be removed from office by a majority vote of the members of the Corporation at a general meeting called for such purpose.

17.04 President

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

17.05 Vice-President

During the absence or the inability to act of the President, his powers and duties shall fall upon the Vice-President provided such Vice-President is qualified to attend as a director or member as the case may be. If a vice-President exercises any such duty or power, the absence of the President shall be presumed with reference thereto. The Vice-President shall also have such powers and duties as the Board may prescribe.

17.06 General Manager

The General Manager, if one be appointed, shall have the general management and direction, subject to the authority of the Board and the supervision of the President, of the Corporation's business and affairs and the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the Board and to settle the terms of their employment and remuneration. The General Manager need not be a director, a unit owner, a member of the Corporation or a person entitled to vote at general meetings of the Corporation.

17.07 Secretary

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

17.08 Treasurer

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

17.09 Other Officers

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

17.10 Compensation

No compensation whatever shall be paid to any officer or director of the Corporation for the performance of his duties as an officer or director unless such compensation is determined and approved by a general meeting of the corporation at which owners or mortgagees in possession or any combination thereof entitled to vote and representing at least Sixty (60) percent of the units present either in person or by proxy. This provision shall not preclude the Board of Directors from employing any director as an employee of the Corporation nor shall it preclude any director from entering into a contract with the Corporation for the management of the Corporation.

18.00 CORPORATION DECISIONS REQUIRING VOTING BY UNIT OWNERS

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

- (a) Acquire by purchase, gift, devise, bequest, or any other means, real or personal property and sell, mortgage, convey or otherwise deal with the property and the Common Elements;
- (b) borrow money;
- (c) mortgage, hypothecate or pledge any of its property or rights, including any future right to be paid money as a result of a levy made pursuant to this Act, in order to secure repayment of money borrowed by it or the payment or performance of any of its obligation;

- (d) grant easements affecting the Common Elements;
- (e) grant leases of the Common Elements;
- (f) make capital expenditures;
- (g) subject to the regulations, consolidate into one unit two or more adjacent units that are included in the property that is managed by the corporation;
- (h) levy special assessments for extraordinary common element expenses.

19.00 DUTIES OF THE CORPORATION

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

- (a) To collect all contributions towards the common expenses from the owners, or from any mortgagee, if the same are collected by a mortgagee, and deposit the same in a separate account with a chartered bank, loan or trust company;
- (b) To keep accurate accounts of the financial transactions involved in the performance of its duties and the exercise of its rights and send to each owner and the Registrar of Condominiums annual audited statements with respect thereto;
- (c) Within ninety (90) days after the end of each fiscal year to deliver or mail to each owner, and to each mortgagee who has notified his interest to the Corporation, a copy of the Corporation's audited statements for the preceding fiscal year prepared and certified by the accountants of the Corporation and signed by two directors;
- (d) For the purpose of complying with the provisions of the Act and the Declaration with respect to insurance to do all acts and things and to take out and maintain such insurance as the Board may from time to time deem advisable;
- (e) to control, maintain manage and administer the Common Elements for the benefit of all the owners and for the benefit of the entire condominium project, and to maintain such staff as may be required to carry out at all times promptly and efficiently its duties in such management of the property;
- (f) To operate, maintain, repair, replace, monitor, and inspect the Common Elements in accordance with the provisions of the Act and the Declaration and By-Laws;
- (g) To keep the Common Elements clean and suitably decorated and to maintain the same in appearance including, without limiting the generality of the foregoing, clipping, edging, mowing and such similar gardening and landscaping services but specifically excluding, nevertheless, the limited common Elements appurtenant to the units as referred in Section 8.03 of this Declaration for this Condominium Corporation;
- (h) To effect compliance by the owners of units with the Act, the Declaration, the Common Elements Rules and Regulations and the By-Laws;

- (i) To require owners, as landlords to effect compliance, on the part of tenants residing in their units with the provisions of the *Residential Tenancies Act R.S., c. 401, s. 1.* including disciplinary action by owners and/or the Corporation acting as agent for the owners as may be required for the initiation of actions and obtaining of any remedies under the *Residential Tenancies Act R.S., c. 401, s. 1.*;
- (j) To obtain and maintain, if deemed necessary, fidelity bonds where obtainable, in such amounts as the Board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
- (k) To provide on-site water distribution and treatment services to the unit owners and for use in the Common Elements;
- (l) To provide on-site wastewater collection and treatment services to the unit owners and for use in the Common Elements;
- (m) To purchase electricity, and other public utilities for use in the Common Elements and to repair or replace within a reasonable time any apparatus or equipment used in the supply of electricity, the water distribution and treatment system and the waste water and treatment system forming part of the Common Elements.

20.00 ASSESSMENT AND COLLECTION OF CONTRIBUTIONS TOWARDS THE COMMON EXPENSES

20.01 Assessment. All expenses, charges and costs of maintenance or replacement of the Common Elements and any other expenses, charges or costs which the Board may incur or expend pursuant hereto shall be assessed by the Board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The Board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively and shall deliver copies of each budget on which such common expenses are based to all owners and mortgagees in possession entered on the register.

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

- (a) A Contingency Fund, which fund shall be used and applied from time to time towards meeting the operating deficits and such other common purposes as the Corporation may deem necessary; and
- (b) A Reserve Fund, which shall include moneys received to be accumulated in the reserve as provided for in paragraph 20.04 and to be used or expended for major maintenance items, which occur less frequently than annually and for major items of repair or replacement made necessary by damage, deterioration, or obsolescence.

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

20.04 Reserve Fund. The reserve fund shall be established and maintained at a level required by the reserve fund study, or any updated reserve fund study, and in accordance with the requirements of s.31 of *The Condominium Act*.

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

20.06 Copies of Budget and Notices of Assessment. A copy of the budget for the ensuing fiscal year, together with a notice showing the amount assessed to each owner for such year for common expenses, shall be delivered or mailed by first class mail, postage prepaid, to each owner, and to each mortgagee who has notified his interest to the Corporation, not more than twenty-one (21) days after the beginning of each fiscal year. Each owner shall be obliged to pay to the Corporation, or as the Corporation may in writing direct, the amount of such annual assessment as follows: one-twelfth (1/12) of such assessment on the first day of each and every month next following the delivery of such notice of assessment. Each owner shall on or before the first day of the second month in each fiscal year, unless otherwise directed by the Corporation for such unit, deliver to the Corporation, or as the Corporation may direct in the notice of assessment, twelve post-dated cheques covering the payments due by each owner during the ensuing twelve months and such cheques shall be deposited as they become payable. Until the annual budget for the fiscal year has been sent to each owner, each owner

shall continue to pay each month an amount equal to the monthly instalments payable by such owner under the annual budget for the preceding year.

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

20.08 Special Assessments. If at any time, the Board shall determine that the annual assessment is inadequate, and that a revised assessment pursuant to paragraph 20.07 of this Section 20.00, is inadequate to meet the Board's requirement, then the Board may declare a Special Assessment and present the Special Assessment to the members to be voted on as set out in the Act. Once approved the Board shall send to each owner and to each mortgagee who has notified his interest to the Corporation a request for payment of the Special Assessment on terms as determined by the Board and approved by the members and the said special assessment shall be paid by the owners as a contribution to the common expenses of the Corporation as set out in the Declaration.

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

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

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

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

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

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

20.14 Estoppel Certificate. Any certificate issued by the Corporation to a mortgagee, purchaser, or other person dealing with an owner, to certify an owner's position with respect to assessments, contributions or otherwise, in compliance with the requirements of Article 31(1)(f) of the Condominium Act and Article 74 of the Regulations made under the Act, which has been signed by two officers of the Corporation under its corporate seal, or by the General Manager or by such other firm or person as may be authorized by Resolution of the Board shall be binding upon the Corporation and all other owners and it and they shall be estopped from denying the accuracy of such certificate against such mortgagee, purchaser or other person dealing with the owner; but this shall not prevent the enforcement against the owner of all obligations of the owner whether or not improperly stated in such certificate.

20.15 Default in Payment of Assessment

(a) in the event that payments required under the provisions of this Section 20.00 are fifteen (15) days, or more, in arrears, such arrears shall be charged with interest at the prime rate of The Royal Bank of Canada plus ten percent (10%) per annum and shall further incur an additional charge equal to the cost to the Corporation for any returned cheque.

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

21.00 GENERAL MATTERS AND ADMINISTRATION

21.01 Sale of the Property of a Portion of the Common Elements

The Corporation may by vote of the owners of 66 2/3% of the Common Elements, in general meeting, or in a duly convened special meeting, authorize the sale of a portion of the property or Common Elements of the Corporation.

21.02 Leasing of the Common Elements

The Corporation may by vote of the owners of 66 2/3% of the Common Elements, in general meeting, or in a duly convened special meeting, authorize the lease of any portion of the Common Elements and the terms and conditions upon which any lease will be entered into.

21.03 Termination of the Government of the Property

The Corporation may by vote of the owners of 100% of the Common Elements, in general meeting, or in a duly convened special meeting, decide to terminate the Government of the Property pursuant to the provisions of the Act.

21.04 Rights of Entry

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

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

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

(d) The Corporation shall not be liable to the owner of any unit for damages for any interference or inconvenience caused by repairs to any other work permitted by this Section 20.04 provided such repairs or work are carried out as expeditiously as reasonably possible and provided further that such damages are not caused by the negligent or willful acts of the Corporation, its servants, agents and workmen.

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

21.05 Units Subject to Declaration, By-Laws, Common Element Rules and Rules and Regulations

All present and future owners, tenants and residents of units, their families, guests, invitees or licensees, shall be subject to, and shall comply with, the provisions of this Declaration, the By-Laws, including Common Element Rules, and any other rules and regulations. The accepting of a deed or transfer or the entering into of a lease or the entering into occupancy of any unit shall constitute an agreement that the provisions of this Declaration, rules and regulations, as they may be amended from time to time, are accepted and ratified by each owner, tenant or

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

21.06 Invalidity

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

21.07 Waiver

The failure to take action to enforce any provision contained in the Act, this Declaration, the By-Laws, including Common Element Rules or any other rules and regulations of the Corporation, irrespective of a 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.

21.08 Resolution of Conflict of Provisions

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

21.09 Notice

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

21.10 Construction of Declaration

SCHEDULE "A"
LEGAL DESCRIPTION

SCHEDULE "B"

CONSENT OF ENCUMBRANCER

The undersigned being an encumbrancer upon the property described in the description, being Schedule "A" to this Declaration, hereby consents to the submission of the within Declaration to the Registrar of Condominiums for his/her acceptance.

Encumbrancer	Type of Encumbrance	Signature of Encumbrancer
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Annapolis Group Inc.	Mortgage	
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	Collateral Mortgage	
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	Utility Easement	
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	General Use Easement	
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	Greenspace Reserve and Maintenance Easement	
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	Sanity Sewer Easement	
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	Drainage Easement	
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Signature of Encumbrancer

Annapolis Group Inc.

Per:

Schedule "B"

CONSENT OF ENCUMBRANCER

The undersigned, being an encumbrancer upon the property described in the description, being Schedule "A" to this Declaration, hereby consents to the submission of the within Declaration to the Registrar of Condominiums for his/her acceptance.

Encumbrancer	Type of Encumbrance	Signature of Encumbrancer
CIBC Mortgages Inc.	Mortgage	CIBC Mortgages Inc.

		Per:

SCHEDULE "B"

CONSENT OF ENCUMBRANCER

The undersigned, being an encumbrancer upon the property described in the description, being Schedule "A" to this Declaration, hereby consents to the submission of the within Declaration to the Registrar of Condominiums for his/her acceptance.

Encumbrancer	Type of Encumbrance	Signature of Encumbrancer
Nova Scotia Power	Easement	Nova Scotia Power Inc.
		<hr/>
		Per:

SCHEDULE "C"

PERCENTAGE INTEREST TO THE DECLARATION OF HALIFAX COUNTY

CONDOMINIUM CORPORATION NUMBER 269

Building Number	Unit Number	% of Common elements	% of Common Expenses	% of Voting rights
1	1A	3.06091215	3.06091215	3.06091215
1	1B	3.01499846	3.01499846	3.01499846
1	1C	2.20803072	2.20803072	2.20803072
1	1D	2.82716976	2.82716976	2.82716976
2	2A	3.06091215	3.06091215	3.06091215
2	2B	3.01499846	3.01499846	3.01499846
2	2C	2.20803072	2.20803072	2.20803072
2	2D	2.82716976	2.82716976	2.82716976
3	3A	3.06091215	3.06091215	3.06091215
3	3B	3.01499846	3.01499846	3.01499846
3	3C	2.20803072	2.20803072	2.20803072
3	3D	2.82716976	2.82716976	2.82716976
4	4A	3.06091215	3.06091215	3.06091215
4	4B	3.01499846	3.01499846	3.01499846
4	4C	2.20803072	2.20803072	2.20803072
4	4D	2.82716976	2.82716976	2.82716976
5	5A	3.06091215	3.06091215	3.06091215
5	5B	3.01499846	3.01499846	3.01499846
5	5C	2.20803072	2.20803072	2.20803072
5	5D	2.82716976	2.82716976	2.82716976

Building Number	Unit Number	% of Common elements	% of Common Expenses	% of Voting rights
6	6A	3.06091215	3.06091215	3.06091215
6	6B	3.01499846	3.01499846	3.01499846
6	6C	2.20803072	2.20803072	2.20803072
6	6D	2.82716976	2.82716976	2.82716976
7	7A	3.06091215	3.06091215	3.06091215
7	7B	3.01499846	3.01499846	3.01499846
7	7C	2.20803072	2.20803072	2.20803072
7	7D	2.82716976	2.82716976	2.82716976
8	8A	3.06091215	3.06091215	3.06091215
8	8B	3.01499846	3.01499846	3.01499846
8	8C	2.20803072	2.20803072	2.20803072
8	8D	2.82716976	2.82716976	2.82716976
9	9A	3.06091215	3.06091215	3.06091215
9	9B	3.01499846	3.01499846	3.01499846
9	9	2.20803072	2.20803072	2.20803072
9	9D	2.82716976	2.82716976	2.82716976

SCHEDULE "D"

SITE PLAN

TO THE DECLARATION OF HALIFAX COUNTY CONDOMINIUM

CORPORATION NUMBER 269

SCHEDULE "E"
SHARED SERVICES AND FACILITIES
TO THE DECLARATION OF HALIFAX COUNTY
CONDOMINIUM CORPORATION NUMBER 269

1. Wastewater Collection and Treatment System
2. Water Distribution and Treatment System
3. Access driveway, and the exclusive use driveway parking space for each nit as designated on the site plan, corresponding with the unit number prefaced by the letter "p".
4. Landscaped Areas

SCHEDULE "F"

GLEN ARBOUR GOLF & RESIDENTIAL COMMUNITY

Condominium Development Golfing Privileges

TO THE DECLARATION OF HALIFAX COUNTY

CONDOMINIUM CORPORATION NUMBER 269

So long as the golf course continues to operate the special privileges of this license are as follows:

1. Golfing privileges shall be limited to one (1) individual person who primarily resides in the registered condominium unit as defined in the Act and situated on the land, designated in writing by the registered owner of the golf course operational representative on or before May 1st of the then current year, (the Resident Golfer). A Resident Golfer shall be entitled to play golf without payment of any charge or fee except as set out herein. In addition, the Resident Golfer shall have full access to the Par 3 course and resident tournaments at no extra charge. The Resident Golfer acknowledges and agrees that it will provide to Annapolis Group Inc. or to golf course operational representatives proof in a form satisfactory to Annapolis Group Inc. as to the ownership of the condominium unit and individuals residing therein.
2. The Resident Golfer shall pay a \$560.00 (for year 20__) per year sustaining fee including HST, for community events, maintenance and club house access. Such sustaining fee may be increased on an annual basis in accordance with the Consumer Price Index. The failure to pay the sustaining fee, on or before May 1st of the then current year shall result in the termination of this license granting the special privileges. Annapolis Group Inc. or the golf course operational representatives may at its sole and absolute discretion reinstate the license granting the special privileges on such terms and conditions, as it deems appropriate.
3. A Resident Golfer may, subject to availability of the time requested, reserve Tee-off times any time in advance after 10:00 a.m. on weekends and holidays. A Resident Golfer may, seven days in advance of such tee-off times, subject to availability of the time requested, reserve a tee-off time between course opening and 10:00 a. m. on weekdays, and course opening and 11:00 a. m on weekends and holidays.
4. A Resident Golfer may, subject to availability of the time requested, reserve a Tee-off time for up to three guests to accompany the Resident Golfer. Guests playing with a Resident Golfer shall receive a 10% discount on green fees.
5. A Resident Golfer may only have three separate reserved Tee-off times outstanding at any one time during the playing season.
6. A Resident Golfer acknowledges that this is a public golf course and that this is a non-exclusive license that is shared with all entitled grantees of property in Glen Arbour subdivision. This license and all privileges under this license shall only be transferable upon registration of a deed transferring the condominium unit.
7. The Resident Golfer acknowledges and agrees that Annapolis Group Inc. is the owner of the golf course and shall have the right to amend and revise these golf related special privileges in accordance with the requirements of the golf course, including temporary suspension of

operations due to circumstances that affect the golf course including but not limited to, adverse weather conditions, damage from other sources of Acts of God, and as determined by the Annapolis Group Inc. or the golf course operational representatives in its sole and absolute discretion.

8. The Resident Golfer acknowledges there may be ongoing construction and modification that despite the best efforts of Annapolis Group Inc. or the golf course operational representatives may affect the operation of the golf course. Also, the Resident Golfer acknowledges Annapolis Group Inc. or the golf course operational representatives makes no representation, warranty or condition, expressed or implied that operation of the golf course will continue for any specified minimum or maximum time period.
9. Such privileges shall run with the land as conveyed by Annapolis Group Inc. as long as the golf course continues to operate and the Land is registered as a condominium Corporation for the use of thirty-six (36) single family registered condominium units. Notwithstanding the aforementioned, any termination, sale, expropriation in whole or in part of the condominium Corporation, and/or violation of the protective covenants, restrictions and/or golf privileges conveyed with the lands by Annapolis Group Inc. as determined in the sole and absolute discretion by Annapolis Group Inc. or the golf course operational representatives that affect, relate to or concern the golf course, its operation or the development of Glen Arbour Subdivision, shall result in the suspension or termination of this license granting the privileges to the lands being registered as a condominium Corporation for the use of thirty-six (36) single family registered condominium units. Annapolis Group Inc. or the golf course operational representatives may at its sole and absolute discretion reinstate the license granting any privileges on such terms and conditions, as it deems appropriate. Annapolis Group Inc. is not responsible for enforcement of the protective covenants and/or restrictions. In the event that enforcement of the protective covenants and/or restrictions is responsible to Annapolis Group Inc. or the golf course operational representatives for all claims, damages, costs or expenses resulting therefrom including legal fees on a solicitor-client basis. The individual terms of the privileges in this license herein contained are severable and the invalidity or unenforceability of any of the terms shall not affect the validity or enforceability or any other terms, privileges, covenants and/or golf privileges as conveyed with the lands by Annapolis Group Inc. that affect relate to or concern the golf course or its operation shall require the consent of Annapolis Group Inc. and the golf course operational representatives.

There shall be no assignment or sale of the privileges of this license herein contained except as set out in paragraph 9.