390804

D E C L A R A T I O N

CONVENT GARDENS LIMITED

ROBERT W. McKINLEY
Barrister & Solicitor
29 Cleopatra Drive
Nepean, Ontario
K2G 0B6

CONVENT GARDENS LIMITED

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION (hereinafter called the "declaration") is made and executed pursuant to the provisions of the Condominium Act, R.S.O., 1980, Chapter 84 as amended, and the regulations made thereunder (all of which are hereinafter referred to as the "Act") BY:

CONVENT GARDENS LIMITED

(hereinafter called the "Declarant")

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the City of Ottawa, in the Regional Municipality of Ottawa-Carleton and being more particularly described in Schedule "A" and in the description submitted herewith;

WHEREAS the Declarant has constructed buildings upon the said lands containing 184 dwelling units: and

WHEREAS the Declarant intends that the said lands together with the said buildings constructed thereon shall be governed by the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE ONE - INTRODUCTORY

Section 1.01 Definitions.

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

(a) "common elements" means all the property except the units;

(b) "common interests" means the interest in the common elements appurtenant to a unit;

(c) "owner" means the owner or owners of the freehold estate or estates in a unit and common interest, but does not include a mortgagee unless in possession.

(d) "property" means the land and interest appurtenant to the land described in the description and Schedule "A" annexed hereto and includes any land and interests appurtenant to lands that are added to the common elements;

(e) "unit" means a 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 at the time the declaration and description are registered;

(f) The definition of "unit" for the purposes of the duties to repair and maintain under Section 41 of the Act and this declaration shall extend to all improvements made by the Declarant in accordance with its architectural plans notwithstanding that some of such improvements may be made after registration of the declaration;

(g) Other terms used herein shall have ascribed to them the definitions contained in the Act, as amended from time to time.

Section 1.02 Statement of Intention.

The Declarant intends that the lands and premises described in Schedule "A" be governed by the Act, and any amendments thereto.

Section 1.03 Consent of Encumbrancers.

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

Section 1.04 Boundaries of Units and Monuments.

The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of units in Schedule "C" attached hereto.

Section 1.05 Common Interests and Common Expenses.

Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners and shall contribute to the common expenses in the proportions set forth opposite each unit number in Schedule "D" attached hereto. The total of the proportions of the common interests shall be one hundred percent (100%).

Section 1.06 Address for Service.

The corporation's address for service and mailing address shall be:

29 Cleopatra Drive,
Nepean, Ontario
K2G 0B6

or such other address as the corporation may by by-law determine.

ARTICLE TWO - COMMON EXPENSES

Section 2.01 Specification of Common Expenses.

The common expenses shall be the expenses of the performance of the objects and duties of the corporation and such other expenses as are listed in Schedule "E" attached hereto. Notwithstanding the said Schedule "E", to the end that the corporation not incur large unfunded financial obligations or a large indebtedness without the specific consent of the owners, common expenses exclude monies required to be raised

(1) to pay for any undertaking which costs more than $10,000.00 and is not required by law, or

(2) to repay or pay the costs of any borrowing of money which is in excess of $5,000.00 or raises the outstanding indebtedness of the corporation to more than $10,000.00,

unless the undertaking and its cost or the borrowing and its cost, respectively as the case may be, have received separate approval by a majority of the owners at a meeting called for obtaining such approval.

Section 2.02 Payment of Common Expenses.

Each owner, including the Declarant, shall pay to the corporation his proportionate share of the common expenses, as may be provided for by the by-laws of the corporation, and the assessment and collection of contributions toward the common expenses may be regulated by the Board pursuant to the by-laws of the corporation.

ARTICLE THREE - COMMON ELEMENTS

Section 3.01 Use of Common Elements.

Subject to the provisions of the Act, this declaration and the by-laws, and any rules and regulations passed pursuant thereto, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.

Section 3.02 Exclusive Common Elements.

Subject to the provisions of the Act, the owner of each unit shall have the exclusive use of a parking space and such other portion of the common elements as may from time to time be determined by By-Law of the corporation.

Section 3.03 Restrictive Access.

Without the consent in writing of the board, no owner shall have any right of access to those parts of the common elements used from time to time as utilities areas, building maintenance storage areas, operating machinery, or any other parts of the common elements used for the care, maintenance or operation of the property. Provided, however, that this paragraph shall not apply to any first mortgagee holding mortgages on at least ten percent (10%) of the units who shall have a right of access for inspection upon 48 hours notice to the corporation.

Section 3.04 Modifications of Common Elements and Assets.

(a) The corporation may by a vote of members, who own eighty (80) percent of the common elements, make any substantial additions, alterations, or improvements to, or renovation of the common elements, or make any substantial change in the assets of the corporation.

(b) The corporation may by a vote of the majority of the members make any other addition, alteration, or improvement to, or renovation of the common elements, or may make any other change in the assets of the corporation.

(c) For the purposes of this clause, the board shall decide whether any addition, alteration, or improvement to, or renovation of the common elements, or any change in the assets of the corporation is substantial.

ARTICLE FOUR - UNITS

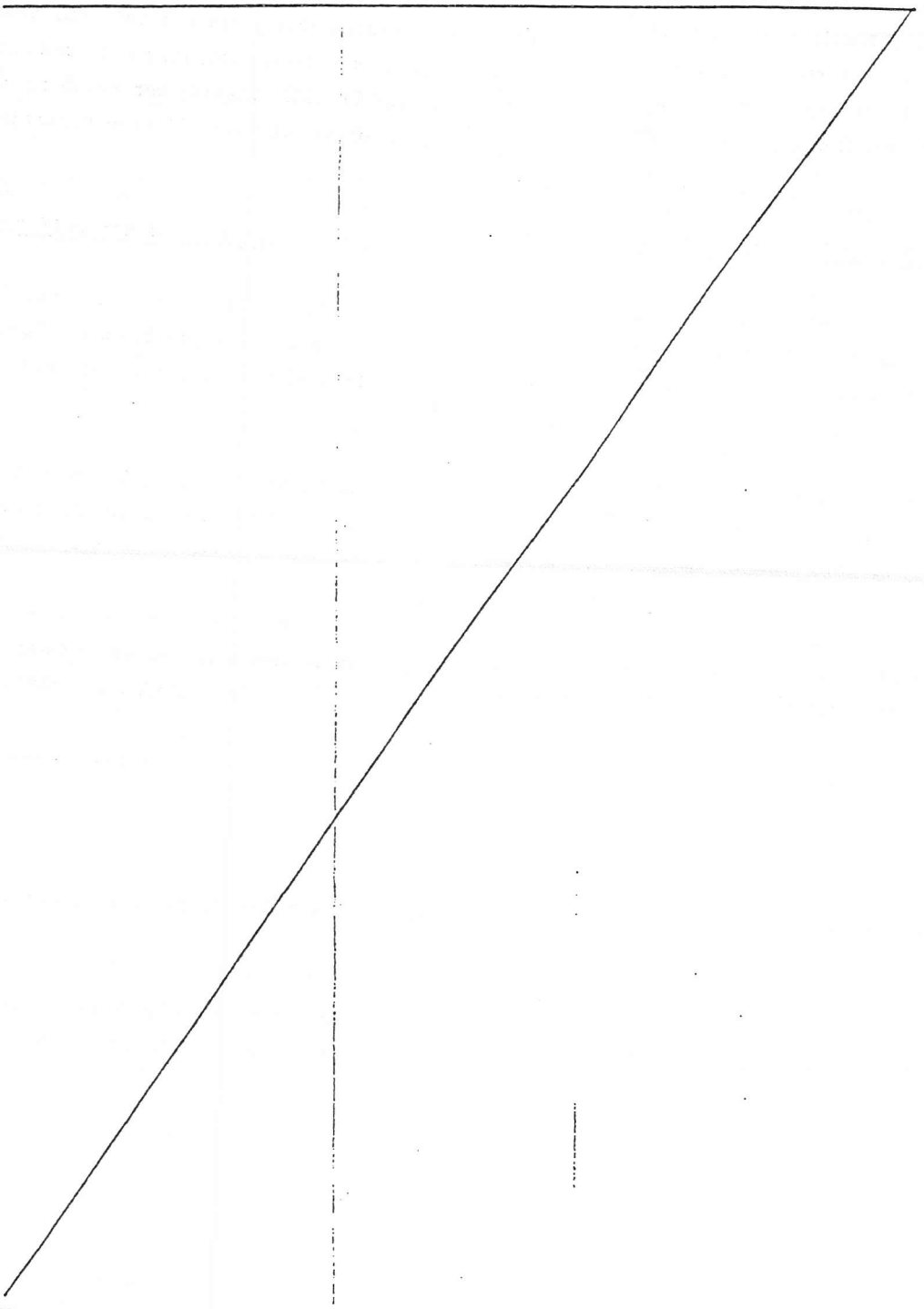
Section 4.01 Occupation and Use.

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

(a) Each dwelling unit shall be occupied and used only as a private single family residence and for no other purpose, provided, however, that the

foregoing shall not prevent the declarant from completing the building and all improvements to the property, nor prevent the declarant while owning and seeking to sell any of the units, and anyone else while owning and seeking to sell 10% or more of the units, in both cases actively taking all reasonable steps to sell those units, may maintain a sales office, advertising signs and suites as models for display but not so as to interfere with the reasonable use and enjoyment of the common elements or other units.

(b) No unit shall be occupied or used by any one in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance referred to in this declaration.



(c) The owner of each unit shall comply and shall require all residents and visitors to his unit to comply with the Act, this declaration, and the by-laws, and the rules and regulations passed pursuant thereto.

(d) No owner shall make any structural change or alteration in or to his unit or to make any change to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except for maintenance of those parts of the common elements which he has the duty to maintain, without the consent of the board.

Section 4.02 Requirements for Leasing.

(a) Where the owner of a unit leases his unit, such owner shall notify the corporation that the unit is leased and shall provide the corporation with the lessee's name and the owner's address;

(b) No lessee shall be liable for the payment of common expenses unless notified by the corporation in writing that the owner is in default of payment of common expenses, in which case the lessee 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.

(c) Any owner leasing his unit shall not be relieved hereby from any of his obligations with respect to the unit, which shall be joint and several with his lessee.

ARTICLE FIVE - MAINTENANCE AND REPAIRS

Section 5.01 Each Owner Shall Maintain His Unit.

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 his unit, save and except for any such damages to the common elements and the units for which the cost of repairing same may be recovered under any policy or policies of insurance held by the corporation.

The corporation shall carry out any maintenance that an owner is obligated to do and that he does not do within a reasonable time and which if not done is liable to result in damage to other units or to the common elements; and in such an

event, an owner shall be deemed to have consented to having the maintenance done to his unit by the corporation; and an owner shall reimburse the corporation in full for the cost of such maintenance, including any legal or collection costs incurred by the corporation in order to collect the costs of such maintenance, and all such sums of money shall bear interest at the "prime" rate of interest charged by the Bank of Montreal to its best commercial customers plus Two percent (2%) per annum. The corporation may collect all such sums of money in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions 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.

Section 5.02 Repairs and Maintenance of Common Elements and the Units by the Corporation.

The corporation shall repair and maintain the common elements and shall repair the units after damage.

ARTICLE SIX - PLANS AND SPECIFICATIONS

Section 6.01

A complete set of all the original architectural and structural plans and specifications for the buildings, 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, 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 or mortgagee.

ARTICLE SEVEN - INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

Section 7.01 Insurance Trustee.

The corporation shall enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under The Loan and Trust Corporations Act, or shall be a Chartered Bank, which agreement shall, without limiting the generality, provide the following:

(a) the receipt by the Insurance Trustee of any proceeds of insurance payable to the corporation;

(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;

(d) the notifcation by the Insurance Trustee to the mortgagee of any insurance monies payable by it.

In the event that the corporation is unable to enter into such agreement with such Trust Company, or such Chartered Bank, by reason of their refusal to act, the corporation may enter into such Agreement with such other corporation authorized to act as a Trustee, as the owners may approve by by-law at a meeting called for that purpose. The corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a common expense.

ARTICLE EIGHT - INSURANCE

Section 8.01 By the Corporation.

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

(a) Insurance against damage by fire with extended coverage and such other perils as the board may from time to time deem advisable, insuring:

(i) the property, excluding the units;

(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 with extended coverage and such other perils as the board may from time to time deem advisable, insuring the units, 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.

Such policy or policies of insurance shall insure the interests of the corporation and the owners from time to time, as their respective interests may appear, with mortgagee endorsements, which shall be subject to the provisions of this declaration and the Insurance Trust Agreement; and shall contain the following provisions:-

(i) that loss shall be payable to the Insurance Trustee;

(ii) waivers of subrogation against the corporation, its manager, agents, employees and servants and owners, and any member of the household, or guests of any owner or occupant of a unit, except for arson and fraud;

(iii) 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 the Insurance Trustee;

(iv) waivers of any defence based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of a statutory condition of any insured;

(v) all policies of insurance shall provide that the same shall be primary insurance in respect of any other insurance carred by any owner;

(vi) a waiver of the insurer's option to repair, rebuild, or replace in the event that after damage the government of the property by the Act is terminated.

(c) Public liability and property damage insurance insuring the liability of the corporation and the owner from time to time, with limits to be determined by the board, and without right of subrogation as against the corporation, its manager, agents, servants and employees, and as against the owners, and any member of the household or guests or any owner or occupant of a unit;

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

Section 8.02 General Provisions.

(a) Prior to obtaining any policy or policies of insurance under subclause (1) of this clause XIII, or any renewal or renewals thereof and at such other time as the board may deem advisable and also upon the request of the mortgagee or mortgagees holding mortgages on 50% or more of the units, the board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected pursuant to subclause (1) of this clause XIII and the cost of such appraisal shall be a common expense.

(b) The corporation, its board, and its officers, shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any 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 may, in writing, authorize an owner to adjust any loss to his unit.

(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 mortgagee to exercise the right of an owner to vote or to consent, if the mortgage itself contains a provision giving the mortgagee that right, and also to the right of any mortgagee to receive the proceeds of any insurance policy, if the property is not repaired.

(d) A certificate or memorandum of all insurance policies, and endorsements thereto shall be issued as soon as possible to each owner and a duplicate original or certified copy of the policy to each 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 not later than ten days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the corporation.

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

Section 8.03 By the Owner.

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the corporation and that the following insurance, or any other insurance, if deemed necessary or desirable by any owner, may be obtained and maintained by such owner:

(a) 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 within his unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupany of his unit in the event of damage, which policy or policies of insurance shall contain waiver of subrogation against the corporation, its manager, agents, employees and servants, and against the other owners and any members of their household, except for vehicle impact, arson and fraud.

(b) Public liability insurance covering any liability of any owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the corporation.

ARTICLE NINE - INDEMNIFICATION

Section 9.01

Each owner shall indemnify and save harmless the corporation from and against any loss, costs, damage, injury or liability whatsoever which the corporation may suffer or incur resulting from or caused by an act or omission of such owner, his family or any member thereof, any other resident of his unit or any guests, invitees or licencees of such owner or resident to or with respect to 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. All payment pursuant to this clause are deemed to be additional contributions toward the common expenses and recoverable as such.

ARTICLE TEN - FIRST MEETING

Section 10.01

Within three months after the registration of this declaration, the members shall, on ten (10) days' notice in writing, hold their first meeting for the purposes of electing directors. The board so elected may, without notice, hold its first meeting, provided a quorum of directors is present. Any by-law may be passed by the corporation, without a meeting, provided the consent to the by-law by members who own 100% of the common elements, is endorsed thereon.

ARTICLE ELEVEN - GENERAL MATTERS AND ADMINISTRATION

Section 11.01 Rights of Entry.

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

(b) In 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 part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property. The corporation or any one authorized by it may determine whether an emergency exists.

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

(d) The rights and authority hereby reserved to the corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any unit except as specifically provided in this declaration or the by-laws.

Section 11.02 Units, Subject to Declaration, By-Laws, Common Elements Rules and Rules and Regulations.

All present and future owners, tenants and residents of units, their families, guests, invitees or licencees, shall be subject to and shall comply with the provisions of this declaration, the by-laws, and any other rules and regulations of the corporation.

The acceptance of a deed or transfer, or the entering into a lease, or the entering into occupancy of any unit, shall constitute an agreement that the provisions of this declaration, the by-laws, and any other rules and regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or resident, and all of such provisions shall be deemed and taken to be covenants running with the unit and shall bind any person having, at any time, any interest or estate in such unit as though such provisions were recited and stipulated in full in each and every such deed or transfer or lease or occupancy agreement.

Section 11.03 Invalidity.

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

Section 11.04 Waiver.

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

Section 11.05 Notice.

Except as hereinbefore set forth, any notice, direction or other instrument required or permitted may be 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 at its address for service herein, 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.

Section 11.06 Construction of Declaration.

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

Section 11.07 Headings.

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

DATED AT THE CITY OF NEPEAN, in the Regional Municipality of Ottawa-Carleton and Province of Ontario, this 30 day of November , 1984

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hands of its proper officers duly authorized in that behalf.

CONVENT GARDENS LIMITED

Per: _____

Authorized Signing Officer

PRESIDENT

SCHEDULE "A"

Parcel A-2, in the register for Section M-217,

That part of Block "A", Plan M-217 (City of Gloucester), (Formerly in the Township of Gloucester), in the Regional Municipality of Ottawa-Carleton designated as Part 1 on Plan 4R-4564.

being part of the said parcel.///

SCHEDULE "B"

CONSENT OF ENCUMBRANCER

CONSENT UNDER CLAUSE "B" OF SUBSECTION 1.
OF SECTION 3 OF THE CONDOMINIUM ACT,
R.S.O. 1980 CHAPTER 84

STANDARD TRUST COMPANY, the registered owner of a Charge registered in the Land Titles Office for the Registry Division of Ottawa-Carleton (No. 4) at Ottawa as Instrument No. 381127 hereby consents to the registration of the annexed Declaration.

STANDARD TRUST COMPANY

PER:

MA 3638 Authorized Signing Officers

SCHEDULE "3"

CONSENT OF ENCUMBRANCER

CONSENT UNDER CLAUSE "3" OF SUBSECTION 1 OF SECTION 3 OF THE CONDOMINIUM ACT, R.S.O. 1980, CHAPTER 84

The NATIONAL VICTORIA AND GREY TRUST COMPANY, the registered owner of a Charge registered in the Land Title Office for the Land Registry Division of Ottawa-Carlton (No. 4) at Ottawa, as Instrument No. 372067 hereby consents to the registration of the annexed Declaration.

Dated at Toronto this 16th day of November, 1984.

WHEREAS the Charge is vested in The National Victoria and Grey Trust Company by virtue of an amalgamation agreement dated July 11, 1984, effective August 31, 1984, made between Victoria and Grey Trust Company and National Trust Company, Limited and that a copy of Order-in-Council No. 2289/84 dated August 27, 1984, effective August 31, 1984, and the certificate of Registrar under The Loan and Trust Corporations Act were registered in the Land Registry Office for the Land Titles Division of Ottawa-Carlton (No.4) at Ottawa on the 2nd day of October, 1984, under Instrument No. 384056.

APPROVED FOR EXECUTION BY N.T. CO:

THE NATIONAL VICTORIA AND GREY TRUST COMPANY

PER: _____
DIRECTOR - MORTGAGE

PER: _____
George Anderson, Vice President, Mortgage Lending

SCHEDULE "C"

BOUNDARIES OF UNITS AND MONUMENTS

The monuments controlling the extent of the units are the physical surfaces hereinafter described:

Horizontal Boundaries

(a) In the basement area of units on Level 1, the lower boundary is the upper surface of the concrete floor slab;

(b) In the upper portions of units on Level 1, the upper boundary is the upper surface of the ceiling drywall;

(c) In the lower area of units on Level 2, the lower boundary is the plane of the upper line and face of the floor joists except in the area of the stairway where the unit boundary is the unfinished interior or unit-side face of the steps and risers forming the said stairway;

(d) In the upper portion of units on Level 2, the upper boundary is the upper surface of the ceiling drywall of the third or uppermost storey;

(e) In the vicinity of fireplaces the lower boundary is the plane of the upper line and face of the floor joists and the upper boundary is the plane of the upper surface of the metal firebox liner and the extension of such planes to intersect vertical planes described herein;

Vertical Boundaries

(a) The plane of the backside surface of the drywall on all exterior or demising walls of the units;

(b) In the vicinity of all windows and exterior doors leading out of the unit, the boundaries are the unfinished interior surface of window and door frames, the interior surface of the windows and the unfinished interior surface of the doors in closed position;

(c) In the vicinity of fireplaces the boundary is the backside surface of the metal firebox liner;

Notwithstanding anything contained herein the unit shall not include such pipes, wires, cables, conduits, ducts, flues or public utility liner or structural members within the unit which serve other units as well as that of the owner.

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SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY that the above noted unit boundaries correspond to the unit boundaries reflected in the cross-sections shown on sheets 1 and 2 of Part 1 of the description.

Dated at the City of Nepean this 4th day of October 1984.

M.J. O'Sullivan O.L.S.

SCHEDULE "D"

PROPORTION OF COMMON INTEREST

AND EXPENSES

UNIT NO.	LEVEL NO.	Proportion of Common Interest appurtenant to each Unit and Percentage in which each Unit is to contribute to Common Expenses
1	1	.53129
2	1	.53129
3	1	.53129
4	1	.57134
5	1	.57134
6	1	.53129
7	1	.53129
8	1	.53129
9	1	.57134
10	1	.53129
11	1	.57134
12	1	.57134
13	1	.53129
14	1	.57134
15	1	.57134
16	1	.53129
17	1	.57134
18	1	.57134
19	1	.53129
20	1	.57134
21	1	.53129
22	1	.53129
23	1	.53129
24	1	.53129
25	1	.57134
26	1	.57134
27	1	.53129
28	1	.53129
29	1	.57134
30	1	.53129
31	1	.53129
32	1	.53129

PROPORTION OF COMMON INTEREST

AND EXPENSES

UNIT NO.	LEVEL NO.	Proportion of Common Interest appurtenant to each Unit and Percentage in which each Unit is to contribute to Common Expenses
33	1	.57134
34	1	.57134
35	1	.53129
36	1	.53129
37	1	.53129
38	1	.57134
39	1	.57134
40	1	.57134
41	1	.53129
42	1	.53129
43	1	.53129
44	1	.53129
45	1	.57134
46	1	.57134
47	1	.53129
48	1	.53129
49	1	.57134
50	1	.53129
51	1	.53129
52	1	.53129
53	1	.53129
54	1	.57134
55	1	.57134
56	1	.53129
57	1	.53129
58	1	.53129
59	1	.53129
60	1	.53129
61	1	.53129
62	1	.57134
63	1	.57134
64	1	.53129

PROPORTION OF COMMON INTEREST AND EXPENSES

UNIT NO.	LEVEL NO.	Proportion of Common Interest appurtenant to each Unit and Percentage in which each Unit is to contribute to Common Expenses
65	1	.57134
66	1	.57134
67	1	.53129
68	1	.57134
69	1	.53129
70	1	.53129
71	1	.53129
72	1	.53129
73	1	.53129
74	1	.53129
75	1	.53129
76	1	.53129
77	1	.53129
~~78~~	~~1~~	~~.53129~~
78	1	.53129
79	1	.53129
80	1	.53129
81	1	.53129
82	1	.53129
83	1	.53129
84	1	.53129
85	1	.53129
86	1	.53129
87	1	.53129
88	1	.53129
89	1	.53129
90	1	.53129
91	1	.53129
92	1	.53129

PROPORTION OF COMMON INTEREST AND EXPENSES

UNIT NO.	LEVEL NO.	Proportion of Common Interest appurtenant to each Unit and Percentage in which each Unit is to contribute to Common Expenses
1	2	.53129
2	2	.53129
3	2	.53129
4	2	.57134
5	2	.57134
6	2	.53129
7	2	.53129
8	2	.53129
9	2	.57134
10	2	.53129
11	2	.57134
12	2	.57134
13	2	.53129
14	2	.57134
15	2	.57134
16	2	.53129
17	2	.57134
18	2	.57134
19	2	.53129
20	2	.57134
21	2	.53129
22	2	.53129
23	2	.53129
24	2	.53129
25	2	.57134
26	2	.57134
27	2	.53129
28	2	.53129
29	2	.57134
30	2	.53129
31	2	.53129
32	2	.53129

PROPORTION OF COMMON INTEREST AND EXPENSES

UNIT NO.	LEVEL NO.	Proportion of Common Interest appurtenant to each Unit and Percentage in which each Unit is to contribute to Common Expenses
33	2	.57134
34	2	.57134
35	2	.53129
36	2	.53129
37	2	.53129
38	2	.57134
39	2	.57134
40	2	.57134
41	2	.53129
42	2	.53129
43	2	.53129
44	2	.53129
45	2	.57134
46	2	.57134
47	2	.53129
48	2	.53129
49	2	.57134
50	2	.53129
51	2	.53129
52	2	.53129
53	2	.53129
54	2	.57134
55	2	.57134
56	2	.53129
57	2	.53129
58	2	.53129
59	2	.53129
60	2	.53129
61	2	.53129
62	2	.57134
63	2	.57130
64	2	.53129

PROPORTION OF COMMON INTEREST

AND EXPENSES

UNIT NO.	LEVEL NO.	Proportion of Common Interest appurtenant to each Unit and Percentage in which each Unit is to contribute to Common Expenses
65	2	·57130
66	2	·57130
67	2	.53129
68	2	·57130
69	2	.53129
70	2	.53129
71	2	.53129
72	2	.53129
73	2	.53129
74	2	.53129
75	2	.53129
76	2	.53129
77	2	.53129
~~78~~	~~2~~	~~.53129~~
78	2	.53129
79	2	.53129
80	2	.53129
81	2	.53129
82	2	.53129
83	2	.53129
84	2	.53129
85	2	.53129
86	2	.53129
87	2	.53129
88	2	.53129
89	2	.53129
90	2	.53129
91	2	.53129
92	2	.53129
		100%

SCHEDULE E

SPECIFICATION OF COMMON EXPENSES

Common Expenses include but shall not be limited to the following:

(a) The expense of the performance of any functions consistent with its objects which the corporation has the right or duty to perform.

(b) The cost of water, and other utilities or services purchased by the corporation but only when such services or utilities are the responsibility of the corporation to provide.

(c) The cost of borrowing money when each borrowing has been authorized by By-Law.

(d) Management Agent Fees.

(e) Insurance Trustee Fees.

(f) The cost of maintaining, repairing and keeping free from snow all visitor parking areas and internal roadways.