

DECLARATION OF ANNAPOLIS COUNTY CONDOMINIUM CORPORATION

NO. 2

**MADE BY CORNWALLIS PARK DEVELOPMENT
ASSOCIATION**, a body corporate, incorporated under the
provisions of the *Societies Act* of the Province of Nova Scotia

VIEW ROYALE ESTATES

DECLARATION made pursuant to the Condominium Act, R.S.N.S. 1989, c. 85, as amended for **ANNAPOLIS COUNTY CONDOMINIUM CORPORATION NO. 2**.

This Declaration (hereinafter called the "Declaration") is made and executed pursuant to the provisions of the *Condominium Act*, R.S.N.S. 1989, c. 85, as amended, and the Regulations made thereunder (all of which are hereinafter referred to as the "Act"), by

CORNWALLIS PARK DEVELOPMENT ASSOCIATION, a
body corporate, incorporated under the provisions of the *Societies Act* of the Province of Nova Scotia,

WHEREAS the Declarant is the owner in fee simple of lands and premises situate at Deep Brook, in the County of Annapolis aforesaid, as more particularly described in Schedule "A" annexed hereto, and in the description filed herewith in accordance with s.12 of the *Condominium Act*;

AND WHEREAS there is situate upon the said lands nine (9) buildings containing in total Fifty-four (54) units for residential purposes;

AND WHEREAS the Declarant intends that the said lands, together with the said buildings constructed thereon, shall be governed by this Act;

NOW THEREFORE the Declarant hereby declares as follows:

1. INTRODUCTORY

1.1 Definitions:

The following terms used herein have the meaning set out below, unless the contract otherwise requires:

- (a) "Common Elements" means all the property except the Unit;
- (b) "Common Interests" means the interest in the common elements appurtenant to a Unit;
- (c) "Corporation" means the corporation created under the Act by the acceptance for registration of this Declaration and the Description;
- (d) "Description" means the description submitted for registration herewith by the Declarant;
- (e) "Owner" means the owners of the freehold estate or estates in a Unit and Common Interest, but does not include a mortgagee unless in possession;

- (f) "Property" means the land and interest appurtenant to the land described in the description in Schedule "A" annexed hereto and includes any land and interests appurtenant to the land that are added to the Common Elements;
- (g) "Unit" or "Units" 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;
- (h) any other words and phrases used herein which are defined in the Act have the meaning given to them by the Act.

1.2 Statement of Intention

The Declarant intends that the Property be governed by the Act. By virtue of the Act, the provisions of this Declaration, the Description and by the By-laws, including the Common Element Rules, are imposed upon the Property for the benefit of all Units and all persons interested therein from time to time.

1.3 Boundaries of Units

Each Unit shall comprise the area bounded:

- (a) Horizontally
 - (i) On all floors by the exterior surface of the drywall sheeting or the interior surface of the exposed concrete or concrete block wall, as the case may be, and the extension of the planes of such surfaces across windows, doors, and other openings;
- (b) Vertically
 - (i) By the upper surface of the concrete floor slab at basement level, and by the plywood or wood subflooring on the main & upper floors, as the case may be, and by the upper surface of the drywall sheeting on the ceilings on all floors.

Notwithstanding the foregoing, the Unit shall not include:

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

- (b) Concrete floor slabs or plywood or wood subflooring within the boundaries of the Unit;
- (c) Such pipes, wires, cables, conduits, ducts, 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 service the Unit only.

1.4 Specification of Limited Common Elements

- (a) Subject to the provisions of the Act, the Declaration, the By-Laws and the Rules and Regulations passed pursuant thereto, each owner is entitled to the exclusive use and possession of the following parts of the Common Elements:
 - (i) that part of the property immediately adjoining the rear of each Unit and the side of some of the end Units as shown on the plans included in the Description designated by being numbered the same as the number of each Unit with the letters E(P) before each number for a patio and with the letters E(B) before each number for a balcony.
 - (ii) the shed immediately to the rear of each Unit in the exclusive use area (Patio) as shown on the plans included in the Description.
- (b) Subject to the provisions of the Act, the Declaration, the By-Laws and the Rules and Regulations passed pursuant thereto, each Owner shall be entitled to construct a deck or decks within the limited use common element provided for in clause 1.4(a)(i) above, provided, however, construction shall not be commenced before the Owner has obtained written approval from the Corporation of the plans therefore. Maintenance of the decks shall be the responsibility of the Corporation.

1.5 Monuments

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

1.6 Proportions of the Common Interests and Contribution thereto

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 "B" attached hereto. The total proportions of the Common Interests/common expenses shall be One Hundred (100%) percent.

1.7 Voting Rights

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

1.8 Address for Service

The Corporation's address for service shall be:

**2 Atlantic Ave.
Cornwallis, N.S.**

**P. O. Box 21
Clementsport, N.S. B0S 1E0**

2. COMMON EXPENSES

2.1 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, includes:

- (a) the maintenance, repair, replacement and the operation of the Common Elements;
- (b) the cost of electricity, water, heat, fuel and all other utilities and services purchased by the Corporation for use in the Common Elements and the Units;
- (c) the payment of realty taxes (including local improvement charges) levied against the Property until such time as the said taxes are levied against each Unit;
- (d) the remuneration payable by the Corporation to any employee which is deemed necessary for the operation and maintenance of the Property, including the payment of any remuneration payable pursuant to any management agreement which the Corporation may enter into;
- (e) the cost of furnishings and equipment for use in and about the Common Elements, including the repair, maintenance or replacement thereof;
- (f) the cost of legal, accounting and auditing services, premiums for the Corporation's insurance obligations, appraisals, fees and disbursements of the insurance trustee, fidelity bonds and the cost of any other objects and duties imposed by the Act, this Declaration and the By-Laws of the Corporation and its Board of Directors;
- (g) the cost of borrowing money to carry out the objects and duties of the Corporation and the repayment, including principal and interest, of debts incurred for the objects and duties of the Corporation, provided that each borrowing of such money shall

have been duly authorized by a vote of the Owners at a meeting held for the purpose of such authorization;

- (h) all sums of money assessed by the Corporation for the 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, if the Corporation may deem necessary or desirable in order to carry out the objects and duties of the Corporation.

2.2 Payment of Common Expenses

Until the end of the calendar month during which the Declarant has sold Units sufficient to bring the total Units sold up to fifty-one (51%) percent of the Units of the Corporation in number and the transfers of such Units have been registered, the Declarant shall pay all common expenses of the Corporation and the Board shall assess the estimated common expenses of the Corporation applicable to the Units sold by the Declarant and shall levy against the new Owners of such Units sold by the Declarant such portion of the said estimated common expenses as the Board in its sole and unfettered discretion, which shall be reasonably exercised, considers proper and upon receiving the contribution of the new Owners to the estimated common expenses for the period during which the Declarant is obligated to pay all common expenses, the Corporation shall pay to the Declarant such common expense contributions as they are received from time to time. Commencing with the calendar month during which the Declarant has sold Units sufficient to bring the total Units sold up to fifty-one (51%) percent of the Units of the Corporation in number, and thereafter, each Owner, including the Declarant, shall pay to the Corporation his proportionate share of the common expenses, which shall include payments towards any separate fund or funds, as may be provided for by the By-Laws of the Corporation, and the assessment and collection of contributions towards the common expenses may be regulated by the Board of Directors of the Corporation pursuant to the By-Laws of the Corporation.

3. COMMON ELEMENTS

3.1 Use of Common Elements

Subject to the provisions of this 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:

- (a) Each Owner is entitled to the exclusive use and possession of the inner surface of glass windows to which his Unit has sole access, and the interior side of exterior doors which provide the means of ingress to and egress from his Unit.

3.2 Portions of Common Elements Available for Leasing Purposes

The Corporation may lease part of the Common Elements upon such terms and conditions that the Board shall determine, together with access to such parking spaces over driveways on the Common Elements adjacent thereto. Subject to the provisions of the Act and notwithstanding the foregoing, parking spaces may only be leased to an Owner or a tenant thereof.

3.3 Restricted Access

Without the consent in writing of the Board, no Owner shall have the right of access to those parts of the Common Elements used from time to time as utility areas, operating machinery, roof or any other parts of the Common Elements used for the care, maintenance or operation of the Property or any part of the Common Elements on which are installed the heating and ventilating systems, unless for the care, maintenance or operation of air conditioning units belonging to an Owner.

3.4 Modification of Common Elements and Assets

For the purpose of Section 23 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 Eighty (80%) percent of the Common Elements.

3.5 Rules of the Corporation

The by-laws may provide for the making of rules by the members of the Corporation who together own a majority of the Units respecting the use of the Common Elements for the purpose of preventing unreasonable interference with the use and enjoyment of the Units and Common Elements.

The rules shall be reasonable and consistent with the Act, the Declaration and the by-laws. The rules shall be complied with and enforced in the same manner as the by-laws.

4. UNITS

4.1 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 for private residential use and for no other purposes, provided, however, that the foregoing shall not prevent the Declarant from completing the building and all improvements to the Property,

maintaining the Units as models for display and sale purposes in the said development only, and otherwise maintaining construction offices, displays and signs until all Units have been sold by the Declarant.

- (b) No Unit shall be occupied or used by anyone 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) Nothing shall be done, or permitted to be done or brought into, or kept in a Unit to in anyway increase the rate of fire insurance on the Property or any part thereof, or on chattels kept within any Unit.
- (d) The Owner of each Unit shall comply and shall require all licensees, invitees, guests and visitors to his Unit to comply with the Act, this Declaration, and the by-laws and the rules and regulations passed pursuant thereto.
- (e) No Owner, except the Declarant, shall make any structural change or alteration in or to his Unit, or 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 a duty to maintain, without the consent of the Board.

4.2 Requirements for Leasing

(a) No Owner shall lease his Unit unless he causes the tenant to deliver to the Corporation an agreement signed by the tenant to the following effect:

"I, _____, covenant and agree that I, my licensees, invitees, guests and visitors from time to time will, in using the Unit rented by me and the Common Elements, comply with the *Condominium Act*, the Declaration, the by-laws and all rules and regulations of the Condominium Corporation during the term of my tenancy."

(b) 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.

(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 tenant.

5. BY-LAWS

5.1 The Corporation may, in accordance with the Act, make by-laws:

- (a) governing the management of the Property;
- (b) governing the use of Units or any of them for the purpose of preventing unreasonable interference with the use and enjoyment of the Unit and other Units;
- (c) governing the use of Common Elements;
- (d) regulating the maintenance of the Units and Common Elements;
- (e) governing the use and management of assets of the Corporation;
- (f) respecting the Board;
- (g) specifying the duties of the Corporation;
- (h) regulating the assessment and collection of contribution towards the common expenses;
- (i) authorizing the borrowing of money to carry out the objects and duties of the Corporation; and
- (j) respecting the conduct, generally, of the affairs of the Corporation.

6. MAINTENANCE AND REPAIRS

6.1 Each Owner shall maintain his Unit and, subject to the provisions of this Declaration and the Act, each Owner shall repair his Unit after damage all at his own expense. The obligation of each Owner to repair his Unit after damage, includes the repair of all improvements made to his Unit by the Declarant in accordance with the architectural plans and specifications of the Declarant, notwithstanding that some of such improvements may have been made after the acceptance for registration of this Declaration and the Description.

6.2 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.

6.3 The Corporation shall carry out any repairs or maintenance that an Owner is obliged to make and that he does not make within a reasonable time; and in such event, an Owner shall be deemed to have consented to having repairs and maintenance done to his Unit by the Corporation; and an Owner shall reimburse the Corporation in full for the cost of such repairs and maintenance, including any legal or collection costs incurred by the Corporation in order to collect the cost of such repairs, and all such sums of money shall bear interest at the rate of One (1%) percent per month.

6.4 The Corporation shall repair and maintain the Common Elements.

7. DAMAGE

7.1 Procedure where Damage Occurs

Where damage to the building occurs, the Board shall determine whether there has been substantial damage to Twenty-five (25%) percent of the buildings, and where there has been a determination that there has been substantial damage to Twenty-five (25%) percent of the buildings, notice of such determination shall be given within Ten (10) days thereof to all Owners and mortgagees, with such notice to the mortgagees to be sent by registered mail. Such notice may be combined with notice to the Owners of a meeting called for the purpose of voting for repair or termination of the condominium.

7.2 In the event that Owners who own Eighty (80%) percent of the Common Elements vote for repair, the Corporation shall repair the Units and Common Elements in accordance with the architectural plans and specifications contained in the Description in accordance with the following provisos:

- (a) The obligation of the Corporation to repair after damage hereunder extends to all improvements made to the Unit by the Declarant in accordance with its architectural plans and specifications, notwithstanding that some of such improvements may have been made after the acceptance for registration of this Declaration and the Description, but does not include the repair or any improvements made to the Unit by the Declarant for the Owner thereof, which were not included in the architectural plans and specifications of the Declarant; and
- (b) The obligation of the Corporation to repair the Units after damage shall be limited to repair in respect of all risks which are insured or insurable under any available policy or policies of insurance; and
- (c) 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.

7.3 Where, on a vote, the Owners do not vote for repair and vote to register a notice of termination, the Corporation shall, within Ten (10) days of the vote, register a notice of termination in the prescribed form.

8. PLANS AND SPECIFICATIONS

8.1 A complete set of all the original 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 buildings, and for the use of any Owner.

9. INSURANCE

9.1 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 Owner;

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 costs of such Units without deduction for depreciation. This includes insurance for 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 acceptance for registration of the Declaration and the Description.
- (c) Public liability and property damage insurance insuring the liability of the Corporation with limits to be determined by the Board of Directors but in no event for less than One Million Dollars (\$1,000,000.00) and with a right of subrogation as

against the Corporation, its manager, agents, servants and employees, and as against the Owners and any employee or guest of any Owner or occupant of a Unit.

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

- (a) That all losses shall be payable to the Corporation.
- (b) Waivers of subrogation against the Corporation, its manager, agents, employees and servants and Owners, their agents, employees, visitors, customers or tenants, except for arson and fraud.
- (c) That such policy or policies of insurance shall not be cancelled or substantially modified without at least Sixty (60) days prior written notice to all parties whose interests appear thereon.
- (d) 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 or mortgagee in possession.
- (e) All policies of insurance shall provide that the same shall be primary insurance in respect of any other insurance carried by any Owner.
- (f) A waiver of the insured's option to repair, rebuild or replace in the event that after damage the government of the Property by the Act is terminated.
- (g) Boiler and machinery insurance to the extent required as the Board may from time to time deemed advisable.

9.3 General Provisions

(a) Prior to obtaining any policy or policies of insurance under clause 9.1 of this Section 9, or any renewal or renewals thereof, or at such time as the Board of Directors may deem advisable, the Board shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the Property, for the purpose of determining the amount of insurance to be effected pursuant to subclause (1) 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 its 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 claim, including the Owner of the 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. Notwithstanding anything herein to the contrary, any settlement must receive the prior written approval of the first mortgagees of such damaged Units.

(c) No mortgage may be placed against any Unit unless the mortgagee agrees to waive any contractual or statutory provision giving the mortgagee the right to have the proceeds of any insurance policy or policies applied on account of the mortgage and thereby prevent application of the proceeds of any insurance policy or policies towards the repair of the Property pursuant to the provisions of this Declaration. 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 provision giving the mortgagee that right, and also 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 of new insurance policies shall be furnished to each Owner and mortgagee not less than Ten (10) 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 by the Corporation.

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

(f) Where the Corporation receives any proceeds of insurance, 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 and at the discretion of the Board, 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 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 such further period of time as the Board of Directors of the Corporation may permit, and he shall furnish the Corporation with evidence that such repairs have been completed in accordance with s.7 of this Declaration.

9.4 By the Owner

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and the following insurance, or any other insurance, if deemed necessary or desirable by an 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, including heating, ventilating and air conditioning systems of the Owner, and his personal property and chattels stored

elsewhere on the Property, including his automobile or vehicles, and for loss of use and occupancy of his Unit in the event of damage, which policy or policies of insurance shall contain a 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.

10. INDEMNIFICATION

10.1 Each Owner shall indemnify and save harmless the Corporation from and against any losses, costs, damages, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, his employees, agents, customers, visitors or tenants to or with respect to the Common Elements and/or all other Units, except for any loss, cost, damage, injury or liability caused by an insured (as defined in any policy of insurance) and insured against by the Corporation.

10.2 Any sums of money to be paid by an Owner to the Corporation pursuant to this clause shall include any legal or collection costs incurred by the Corporation in order to collect such sums of money. All such sums of money shall bear interest at such a rate of interest as the Board of Directors of the Corporation may decide upon. The Corporation may collect such sums of money in such instalments as the Board of Directors may decide upon, which instalment shall be added to the monthly contribution toward the common expenses of such Owner, after receipt of notice from the Corporation thereof. All payments pursuant to this clause are deemed to be additional contributions toward the common expenses and recoverable as such.

11. FIRST MEETING

11.1 As soon as practicable, but not later than Three (3) months after the registration of this Declaration, the members shall, without notice, hold their first meeting for the purpose of electing Directors. The Board so elected may, without notice, hold its first meeting, provided that a quorum of Directors is present.

12. TERMINATION

12.1 In the event that the sale of the Property or any part of the Common Elements or termination of the government of the Property 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.

13. EXPROPRIATION

13.1 Expropriation in Whole of the Property

In the event of the expropriation of the whole of the Property, the compensation to be paid for the whole of the Property shall be negotiated and settled by the Board of Directors of the Corporation, whether or not proceedings are necessary. The compensation received from the expropriating authority, less expenses involved, if any, in obtaining said compensation, shall be distributed among the Owners in proportion to their respective interests in the Units.

13.2 Notwithstanding the above provisions in this clause, 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 the acceptance for registration of this Declaration, the cost of moving and other similar items personal to each Owner.

13.3 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 whether or not proceedings are necessary. The Board may deal with the compensation in any one or more of the following ways;

- (a) To distribute the compensation among the Owners in proportion to their respective interests in the Units; 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 of the specified Units by virtue of this Declaration, the Board of Directors may deal with the compensation received in respect of such exclusive use Common Elements by distributing such compensation among the Owners whose exclusive use Common Elements have been taken, by applying such compensation to the replacement of such exclusive use Common Elements.

13.4 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, and expenses involved, if any, in obtaining such compensation, shall be distributed proportionately among such remaining Owners, except as required in connection with the restoration of the balance of the Property.

13.5 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 determined within Thirty (30) days of the receipt of such compensation, reconstruct using the funds received for such reconstruction.

13.6 Reconstitution of Scheme of Condominium After Reconstruction

In the event of reconstruction as provided, all the Owners and other persons having an interest in or encumbrance against any part of the Property agree to do everything necessary and to sign such documents and to vote on all occasions as may be necessary to reconstitute the scheme of the condominium property.

14. GENERAL MATTERS AND ADMINISTRATION

14.1 Right 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 and possession thereof, at all reasonable times and upon giving reasonable notice for the purposes of making inspection, adjusting losses, making repairs, including repairs to the Common Elements contained within the Unit boundaries, 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 contained within the boundaries of 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 the damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists.

(c) If the 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 damage 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.

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

All present and future Owners, tenants of Units, including licensees, invitees, guests and visitors, shall be subject and shall comply with the provisions of the Act, this Declaration, the by-laws and any other rules and regulations of the Corporation.

14.3 Amendments to Description

Each Unit Owner shall consent to any amendment required by the Declarant from time to time amending the Description as it pertains to the boundaries of any unsold Unit owned by the Declarant from time to time, permitting such structural and other changes to comply with such amendment to the Description, provided that any such change shall be subject to the prior approval of the first mortgagees of such unsold Unit, provided such changes do not affect the Unit boundaries of any of the sold Units.

14.4 The acceptance of a Deed or transfer, or the entering into of a lease or the entering into occupancy of any Unit, shall constitute an agreement that the provisions of this Declaration, 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 such provisions shall be deemed and taken to be covenants running with the Unit and shall bind any persons 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.

14.5 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 provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

14.6 Waiver

The failure to take action to enforce any provision contained in this 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.

14.7 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 is mailed. Any Owner or mortgagee may change his address for service by notice given to the Corporation in the manner aforesaid.

14.8 Resolution of Conflict of Provision

In the event of a conflict between the provisions of the Act, this Declaration or the by-laws, the provisions of the Act shall govern; subject to the Act, the provisions of this Declaration shall govern; subject to the Act and this Declaration, the provisions of the by-laws shall govern; the provisions of any other rules shall only be valid so long as they are not in conflict with anything in this Act, this Declaration, or those portions of the by-laws relevant.

14.9 Construction of Declaration

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

14.10 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.

14.11 Effective Date

This Declaration shall take effect upon acceptance for registration.

DATED at Deep Brook, in the County of Annapolis and Province of Nova Scotia, this 8th day of August, A.D., 1997.

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

SIGNED, SEALED AND DELIVERED)
in the presence of)

[Handwritten signature]

[Handwritten signature]

CORNWALLIS PARK DEVELOPMENT ASSOCIATION

Per: *[Handwritten signature]*

Per: *[Handwritten signature]*

APPROVED:

REGISTRAR OF CONDOMINIUMS

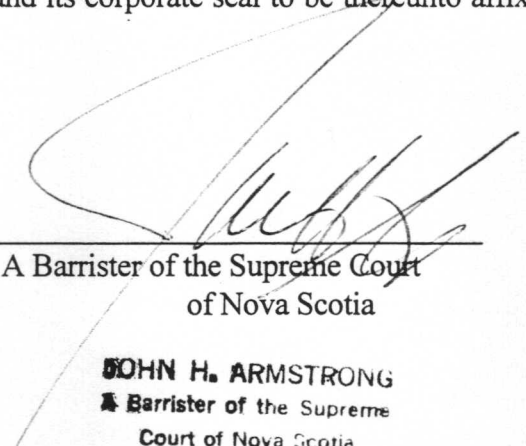
Per: _____

A. C.C.C. NO. 2
ACCEPTED FOR REGISTRATION
THIS 14 DAY OF August
A.D. 19 97 AT THE HOUR OF
10:30 A.M. P.M.

[Handwritten signature]
Deputy REGISTRAR OF CONDOMINIUMS

**PROVINCE OF NOVA SCOTIA
COUNTY OF ANNAPOLIS**

ON THIS 8th day of *August*, A.D., 1997, before me, the subscriber personally came and appeared *Carla Nicolle*, a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that the proper officers of the **CORNWALLIS PARK DEVELOPMENT ASSOCIATION**, one of the parties thereto caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed in h e r presence.



A Barrister of the Supreme Court
of Nova Scotia

JOHN H. ARMSTRONG
Barrister of the Supreme
Court of Nova Scotia

SCHEDULES

- Schedule "A" - Legal Description
- Schedule "B" - Proportion of Common Expenses, Voting Rights and Common Interest
- Schedule "C" - Consent of Encumbrancers

SCHEDULE "A"

ALL that lot of land situate at Deep Brook, in the County of Annapolis, Province of Nova Scotia, shown as **Lot 118** on plan entitled "Plan of Showing Boundaries of Lot 118, Cornwallis Park " and dated August 1, 1997 by E.C. Keen, N.S.L.S., the said lot of land being more particularly bounded and described as follows:

BEGINNING at a survey marker set on the northeast boundary line of South Broadway at the south corner of Lot 43, the said marker being distant 2556.64 feet on an azimuth of 218° 58' 24" from Nova Scotia Co-ordinate Monument #14805;

THENCE 70° 32' 52" a distance of 305.73 feet along Lots 43, 42, 41, 40, 39 and 38 to a survey marker;

THENCE 62° 35' 18" a distance of 149.93 feet along Lots 37, 36, and 35 to a survey marker;

THENCE 65° 06' 32" a distance of 218.84 feet along Lots 34, 33, 32 and 31 to a survey marker;

THENCE 102° 05' 25" a distance of 178.66 feet along remaining lands of Cornwallis Park Development Association to a survey marker;

THENCE 132° 54' 43" a distance of 120.11 feet along said remaining lands to a survey marker;

THENCE 164° 44' 33" a distance of 132.64 feet along said remaining lands to a survey marker;

THENCE 183° 06' 14" a distance of 121.62 feet along said remaining lands to a survey marker;

THENCE 242° 19' 56" a distance of 403.56 feet along said remaining lands to a survey marker;

THENCE 206° 38' 18" a distance of 61.43 feet along said remaining lands to a survey marker;

THENCE 296° 38' 18" a distance of 214.89 feet along South Broadway to a survey marker;

THENCE 316° 28' 32" a distance of 262.22 feet along South Broadway to a survey marker;

THENCE 291° 51' 36" a distance of 165.13 feet along South Broadway to the point of beginning.

SAID lot of land containing 7.08 acres and being a portion of lands conveyed to Cornwallis Park Development Association by deed as recorded at the Registry of Deeds, for the County of Annapolis, in Book 539, Page 266 (Parcel C).

ALL azimuths referable to Grid North, Nova Scotia Co-ordinate System, Zone 5, Central Meridian 64° 30' West, 1979 adjustment.

INCLUDING a right-of-way easement in common with others to and from Highway #1, over and along, all private roads shown on the aforesaid plan.

SUBJECT TO a right-of-way easement in favour of the owner or owners from time to time of the power and telephone utilities, their agents and workmen, to maintain, repair, and replace poles, lines, and peripherals as required.

INCLUDING, also, an easement for parking purposes on Easement 1 and Easement 2 being described as follows:

EASEMENT 1

BEGINNING at a point on the southwestern edge of the paved portion of South Broadway distant 207.10 feet on an azimuth of 125° 52' 30" from a survey marker at the northwest corner of Lot 118.

THENCE 135° 01' 16" a distance of 70.76 feet to a point;

THENCE 228° 25' 56" a distance of 18.16 feet to a point;

THENCE 314° 56' 46" a distance of 65.30 feet to a point;

THENCE 31° 31' 25" a distance of 18.73 feet to the point of beginning.

EASEMENT 2

BEGINNING at a point on the southwestern edge of the paved portion of South Broadway distant 403.62 feet on an azimuth of 131° 01' 01" from a survey marker at the northwest corner of Lot 118;

THENCE 126° 52' 23" a distance of 24.12 feet to a point;

THENCE 117° 14' 13" a distance of 40.05 feet to a point;

THENCE 111° 15' 47" a distance of 44.10 feet to a point;

THENCE 199° 35' 21" a distance of 24.19 feet to a point;

THENCE 290° 00' 41" a distance of 59.34 feet to a point;

THENCE 300° 57' 20" a distance of 56.65 feet to a point;

THENCE 36° 36' 20" a distance of 27.58 feet to the point of beginning.

SCHEDULE "B"

**PROPORTION OF COMMON EXPENSES,
VOTING RIGHTS AND COMMON INTEREST:**

Unit No.	Area (Sq.Ft.)	Proportion of Voting Rights (%)	Proportion of Common Interest (%)	Proportion at which owners are to contribute to Common Expenses (%)
501	1040	1.85186	1.85186	1.85186
502	1040	1.85185	1.85185	1.85185
503	1040	1.85185	1.85185	1.85185
504	1040	1.85185	1.85185	1.85185
505	1040	1.85185	1.85185	1.85185
506	1040	1.85185	1.85185	1.85185
507	1040	1.85185	1.85185	1.85185
508	1040	1.85185	1.85185	1.85185
509	1040	1.85185	1.85185	1.85185
510	1040	1.85185	1.85185	1.85185
511	1040	1.85185	1.85185	1.85185
512	1040	1.85185	1.85185	1.85185
513	1040	1.85185	1.85185	1.85185
514	1040	1.85185	1.85185	1.85185
515	1040	1.85185	1.85185	1.85185
516	1040	1.85185	1.85185	1.85185
517	1040	1.85185	1.85185	1.85185
518	1040	1.85185	1.85185	1.85185
519	1040	1.85185	1.85185	1.85185
520	1040	1.85185	1.85185	1.85185
521	1040	1.85185	1.85185	1.85185
522	1040	1.85185	1.85185	1.85185
523	1040	1.85185	1.85185	1.85185
524	1040	1.85185	1.85185	1.85185
525	1040	1.85185	1.85185	1.85185
526	1040	1.85185	1.85185	1.85185

Unit No.	Area (Sq.Ft.)	Proportion of Voting Rights (%)	Proportion of Common Interest(%)	Proportion at which owners are to contribute to Common Expenses (%)
527	1040	1.85185	1.85185	1.85185
528	960	1.85185	1.85185	1.85185
529	960	1.85185	1.85185	1.85185
530	960	1.85185	1.85185	1.85185
531	960	1.85185	1.85185	1.85185
532	960	1.85185	1.85185	1.85185
533	960	1.85185	1.85185	1.85185
534	1040	1.85185	1.85185	1.85185
535	1040	1.85185	1.85185	1.85185
536	960	1.85185	1.85185	1.85185
537	960	1.85185	1.85185	1.85185
538	960	1.85185	1.85185	1.85185
539	1040	1.85185	1.85185	1.85185
540	1040	1.85185	1.85185	1.85185
541	960	1.85185	1.85185	1.85185
542	960	1.85185	1.85185	1.85185
543	960	1.85185	1.85185	1.85185
544	1040	1.85185	1.85185	1.85185
545	1040	1.85185	1.85185	1.85185
546	1040	1.85185	1.85185	1.85185
547	1040	1.85185	1.85185	1.85185
548	1040	1.85185	1.85185	1.85185
549	1040	1.85185	1.85185	1.85185
550	1040	1.85185	1.85185	1.85185
551	1040	1.85185	1.85185	1.85185
552	1040	1.85185	1.85185	1.85185
553	1040	1.85185	1.85185	1.85185
554	1040	1.85185	1.85185	1.85185

SCHEDULE "C"

To the Declaration of Annapolis County Condominium
Corporation No. 2

CONSENT OF ENCUMBRANCERS

Pursuant to Section 11(1)(b) of the *Condominium Act*

THE UNDERSIGNED, being all persons having registered encumbrances against the land or interest appurtenant to the land described in Schedule "A" hereto, hereby consent to the registration of this Declaration.

[NO ENCUMBRANCERS]