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FOR OFFICE USE ONLY

CE 112987
CERTIFICATE OF RECEIPT
RECEPTE
ESSEX (12) WINDSOR
NOV 02 2004
8:31 am
LAND REGISTRAR/REGISTRATEUR

New Property Identifiers Additional:
See Schedule

Executions Additional:
See Schedule

(1) Registry Land Titles (2) Page 1 of 17 pages

(3) Property Identifier(s) Block Property Additional:
See Schedule
 70549-0338

(4) Nature of Document
CONDOMINIUM DECLARATION

(5) Consideration
 Dollars \$


(6) Description
 Lots 153, 188 to 195 both inclusive, Part Lots 154 to 161 both inclusive Part of Lots 186 and 187, Part of Block "K", Part of Block "N" and Part of Block "Q", (created by Judge's Order, dated March 2, 1998, registered as Instrument Number 1417484) Part of Westview Park Boulevard (closed by Judge's Order dated July 11th, 2003, registered as CE19746) registered Plan 827, in the Town of LaSalle, in the County of Essex now designated as Parts 1 and 2 on Plan 12R-21011 PIN 70549-0338 Subject to an easement in favour of Union Gas as set out in Transfer No. CE74199 over Part 1 on Plan 12R-21011

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Additional Parties Other

(8) This Document provides as follows:
See Condominium Declaration attached hereto.

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)
 Name(s) Signature(s) Date of Signature
 Y M D
WESTVIEW PARK LUXURY GARDENS INC. X  2004 08 20
 by its solicitor, **Jerry L. Goldberg**

(11) Address for Service

(12) Party(ies) (Set out Status or Interest)
 Name(s) Signature(s) Date of Signature
 Y M D

(13) Address for Service **697 Front Road North Amherstburg, Ontario N9V 2V6**

(14) Municipal Address of Property

(15) Document Prepared by:
Jerry L. Goldberg
Wilson Walker LLP
#200-443 Ouellette Avenue
Windsor, Ontario
N9A 6R4

| Fees and Tax | |
|------------------|-----|
| Registration Fee | N/A |
| | |
| Total | |

FOR OFFICE USE ONLY

DECLARATION

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of the Condominium Act, 1998, as amended, and the Regulations made thereunder (all of which are hereinafter referred to as the "Act") by:

WESTVIEW PARK LUXURY GARDENS INC.

(hereinafter called the "Declarant")

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the Town of LaSalle, in the County of Essex, and being more particularly described in Schedule "A", and in the Description submitted herewith by the Declarant for registration in accordance with the Act;

AND WHEREAS the Declarant has constructed a building upon the said lands containing forty (40) Residential Units and Fourteen (14) Parking Units;

AND WHEREAS the Declarant intends that the registration of this Declaration and description shall create a freehold standard condominium corporation;

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

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE I

INTRODUCTORY

1. **Definitions**

- (a) All words used herein which are defined in the Act shall have ascribed to them the meanings set out in the Act, as amended from time to time.
- (b) "Corporation" means the condominium corporation created by the registrations of this declaration, and the description, pursuant to the Condominium Act, 1998, as amended.
- (c) "Outdoor Parking Units" means those outdoor uncovered spaces being units 27 – 34 on Level 1
- (d) "Parking Units" means the fourteen (14) covered parking spaces to be used for the parking of vehicles being units 13 – 26 on Level 1.
- (e) "Residential Units" means all units contained in the building constructed for the purpose of habiting, sleeping and eating being Units 1 – 12 on Level 1, Units 1 - 14 on Level 2 and Units 1 - 14 on Level 3.

2. **Statement of Intention**

The Declarant intends that the lands and interests appurtenant to the lands described in Schedule "A" be governed by the Act and any amendments thereto. The Corporation is intended to be a standard condominium corporation in accordance with the provisions of the Act.

3. **Consent of Encumbrances**

The consent of every person having a registered charge or mortgage against the land or interest appurtenant to the land described in Schedule "A" is contained in Schedule "B" attached hereto.

4. **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. The monuments controlling the extent of the parking units are the physical surfaces mentioned in the boundaries of the units in Schedule "C".

5. **Common Interest Allocation**

Each owner shall have an undivided interest in the common elements as a tenant-in-common with all other owners 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 (100%) per cent.

6. **Common Expense Allocation**

Each residential unit owner and parking unit owner 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 expenses shall be one hundred (100%) per cent.

7. **Address for Service and Mailing Address of the Corporation**

The Corporation's address for service and mailing address shall be 697 Front Road North, Amherstburg, Ontario, N9V 2V6 or such other address as the Corporation may by resolution of the board determine.

ARTICLE II

COMMON EXPENSES

For the purpose of this Article "Owner" shall mean Residential Owner.

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, shall include those set out in the Act and in Schedule "E" attached hereto.

2. **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 ("By-laws"), and the assessment and collection of contributions toward common expenses may be regulated by the Board pursuant to the By-laws.

3. **Reserve Funds**

(a) The Corporation shall establish and maintain one or more Reserve Funds and shall collect from the Owners as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation.

(b) No part of the Reserve Funds shall be used except for the purpose for which the funds were established. The Reserve Funds shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation.

4. **Certificate of Common Expenses**

The Corporation shall, upon request and payment, provide the requesting party with Certificate of Status and accompanying statements and information in accordance with Section 32(8) of the Act.

The Corporation shall forthwith provide the Declarant with a Certificate of Status and all such accompanying statements and information, as may be requested from time to time by or on behalf of the Declarant in connection with a sale or mortgage of any unit(s), all at no charge or fee to the Declarant or the person requesting same.

ARTICLE III

COMMON ELEMENTS

1. **Use of Common Elements**

Subject to the provisions of the Act, this Declaration, the By-laws and any rules, each Owner has the full use, occupancy and enjoyment of the whole or any part of the Common Elements, except as herein otherwise provided.

2. **Restricted Access**

(a) 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 office, 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 thereof and those areas designated as exclusive use i.e. patios and balconies.

(b) Subparagraph (a) of paragraph 2 of this Article III shall not apply to any first mortgagee holding mortgages on at least thirty (30%) per cent of the Units who shall have a right of access for inspection upon forty-eight (48) hours notice to the Corporation or its agent.

3. **Substantial Change to Property**

(a) The Corporation may, by a vote of Owners who own eighty (80%) per cent of the Units, make any substantial addition, alteration or improvement to or renovation of the Common Elements, or make any substantial change in the assets of the Corporation.

(b) For the purposes of subclause (a) of this paragraph (3) of this Article III, the Board, in its absolute discretion, shall decide whether any addition, alteration or improvement or renovation of the Common Elements, or any change in the assets of the Corporation is substantial.

4. **Visitor Parking**

If required by the by-law of the Municipality, outdoor Parking Spaces designated for visitor parking, shall be maintained by the Corporation and shall be used only by visitors to the property and abutting property for the parking of their vehicles and shall not be used by the Corporation or any of the Owners for any other purpose whatsoever.

5. **Pets**

No animals other than one pet belonging to an Owner of a Residential Unit and permitted pursuant to paragraph 1(f) of Article IV of this Declaration shall be allowed upon the Common Elements. Pets must be carried or be on a leash at all times when on or about the Common Elements.

ARTICLE IV

UNITS

1. **General Restrictions**

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

(a) No unit shall be occupied or used by anyone in a manner as to result in the cancellation or threat of cancellation of any policy of insurance placed by or on behalf of the Corporation;

(b) If any Owners shall do or permit anything to be done in the Unit and/or Common Elements or bring or keep anything thereon which will in any way increase the risk of fire or other perils insured against and consequently will increase the premium of the policy or policies of insurance obtained from time to time by the Corporation, then such Owner shall pay with his next monthly contribution towards the common expenses after receipt of notice from the Corporation, all increases in premium in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards common expenses and recoverable as such;

(c) Each Owner shall comply and shall require all members of his family, residents, guests and visitors to his Unit to comply with the Act, this Declaration, the By-laws from time to time enacted by the Corporation and the rules and regulations;

(d) No change shall be made in the colour of any exterior glass, window, door or screen of any Unit except with the prior written consent of the Board of Directors of the Corporation. Each Owner shall not cause anything to be affixed, attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the building, nor shall an Owner grow any type of plant, shrubbery, flower, vine or grass outside his Unit, except with the prior written consent of the Board of Directors of the Corporation, and further, when approved, subject to the rules and regulations adopted by the Board of Directors of the Corporation. Window coverings visible from the exterior must be off-white in colour.

No clothesline or similar device shall be allowed on any portion of the property nor shall clothes be hung anywhere except where designated by the Board of Directors of the Corporation.

(e) No exterior aerial, antenna or satellite dish shall be placed on the property, including Units and Common Elements, unless the Board of Directors consents in writing to the said antenna, aerial or satellite dish;

(f) No animal, livestock or fowl of any kind other than one dog or one cat not exceeding 25 lbs., a caged bird and/or tropical fish in small aquariums shall be kept or allowed in any Unit. Notwithstanding this provision any animal, which is deemed by the Board, in its absolute discretion, to be a nuisance shall be removed from the premises.

Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the property. No breeding of animals for sale shall be carried on, in, or around any Unit.

2. **Residential Units**

(a) Each Residential Unit shall be occupied and used only as a private, single family residence and each Residential Unit Owner shall have the right to use one (1) outdoor parking space designated for parking a single automobile assigned by the Board of Directors. Each Owner of a parking unit shall have the exclusive right to use said Unit for parking a single automobile. The Board of Directors shall designate the use of any parking space (not being a parking unit) for use by Residential Unit owners from time to time. The foregoing shall not prevent the Declarant from completing the building and all improvements to the property, maintaining Units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs until all Residential Units have been sold by the Declarant.

(b) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the inside or outside of any Unit without the written consent of the Board of Directors.

(c) No Residential Unit Owner shall make any change, addition, modification or alteration, except for any change, addition, modification or alteration which is solely decorative in nature, in or to his Residential Unit or make any change, addition, modification or alteration to any 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 prior written consent of the Board, which consent shall be in the sole and unfettered discretion of the Board and may be subject to such conditions as may be determined by the Board.

(d) In the event the Board of Directors of the Corporation determines that any noise is being transmitted to another Unit and that such noise is an annoyance and/or a nuisance and/or disruptive (regardless of whether that Unit is below or wherever situated in relation to the offending Unit), then the Owner of such Unit from which the noise emanates shall, at his own expense, take such steps as shall be necessary to abate such noise to the satisfaction of the Board of Directors of the Corporation.

In the event the Owner a Unit from which the noise emanates fails to abate the noise, the Board of Directors shall take such steps as shall be necessary to abate the noise and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, which expenses are to include reasonable solicitor's fees.

4. **Leasing of Units**

Notification of Lease:

(a) Where the Owner of a Unit leases his Unit, the Owner shall notify the Corporation that the Unit is leased and shall provide to the Corporation, the lessee's name and the Owner's address.

(b) In addition, no Owner other than the Declarant shall lease his Unit unless he first delivers to the Corporation a covenant or agreement signed by the lessee to the following effect:

"I acknowledge and agree that I, the members of my household, and my guests from time to time, will, in using the Unit and common elements rented to me, 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, and will be subject to the same duties imposed by the above as if I were an Owner, except for the payment of common expenses, unless otherwise provided by the Condominium Act."

(c) No Residential Unit lessee 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 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.

(d) Any Owner leasing his Unit shall not be delivered thereby from any of his obligations with respect to the Unit, which shall be joint and several with his lessee.

ARTICLE V

1. **Repairs and Maintenance by Owner**

(a) Each Owner shall maintain his Unit, and subject to the provisions of this Declaration, each Owner shall repair his Unit after damage, all at his own expense.

In addition, without limiting the generality of the foregoing, each Residential Unit Owner shall:

(i) maintain the interior surface of doors which provide the means of ingress and egress from its Unit and repair damage to those doors caused by the negligence of tenants, patrons or invitees to his Unit;

- (ii) maintain the interior surface of all windows and window sills contiguous to his Unit;
- (iii) maintain and repair such part or parts of the heating, air conditioning and ventilation equipment except for those parts to be maintained and repaired or replaced by the Corporation pursuant to Paragraph 3 of this Article V;
- (iv) maintain and repair interior of their exclusive parking unit; and
- (v) maintain the exclusive use balcony or patio area contiguous to their unit

(b) The Corporation shall make any repairs that an Owner is obliged to make pursuant to paragraph (1) of this Article V and those repairs he does not make within a reasonable time and in such an event, an Owner shall be deemed to have consented to having said repairs done by the Corporation, and an Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of twenty-four (24%) per cent per annum. The Corporation may collect all such sums of money in such instalments as the Board may decide upon. The instalments shall form part of the monthly contributions towards the Common Expenses of such Owner, after the Corporation has given written notice thereof. All such payments are deemed to be additional contributions towards the Common Elements and recoverable as such.

2. **Responsibility of Owner for Damage**

Each Owner shall be responsible for all damage to any and all other Units and to the Common Elements, which is caused by the failure of the Owner to so maintain and repair his Unit and such parts of the common elements for which he is responsible, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

3. **Repair and Maintenance by Corporation**

The Corporation shall maintain and repair the Common Elements at its own expense, however, the Corporation shall not be responsible for those parts of the Common Elements which are required to be maintained and repaired by the Owners pursuant to paragraph (1) of this Article V.

ARTICLE VI

INDEMNIFICATION

Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, his family, guests, visitors or tenants 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.

ARTICLE VII

TERMINATION

The Corporation shall, within twenty (20) days after a determination that there has been substantial damage to twenty-five (25%) per cent of the building give to all Owners and to all mortgagees noted on the record of the Corporation notice of the determination and of a meeting of Owners to be held within thirty (30) days after the determination for the purpose of allowing the Owners to vote for termination or repair.

ARTICLE VIII

INSURANCE

1. **By the Corporation**

The Corporation shall obtain and maintain to the extent obtainable, at reasonable cost, the following insurance, in one or more policies:

(a) **"All Risk" Insurance**

Insurance against "all risks" as is generally available from commercial insurers in a standard "all risk" insurance policy and insurance against such other perils or events as the Board may from time to time deem advisable insuring:

- (i) the property and building, but excluding improvements and betterments made or acquired by an Owner;
- (ii) all assets of 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 as determined by the Board of Directors from time to time which deductible shall be the responsibility of the Corporation in the event of a claim.

Every policy of insurance shall insure that 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) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and as against the Owners, and any member of the household or guests of any Owner or occupant of a Unit, except for arson, fraud, vehicle impact, vandalism or malicious mischief;

(ii) that such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days' written notice to the Corporation and to the Insurance Trustee;

(iii) 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;

(iv) a waiver of any defence based on co-insurance (other than a stated amount co-insurance clause);

(v) a waiver of any defence based on invalidity arising from the conduct or act or omission of or breach of a statutory condition by any person.

(b) Public Liability Insurance

Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than one million (\$1,000,000.00) Dollars per occurrence and without right of subrogation as against the Owners and any member of the household or guests of any Owner or occupant of a Unit.

(c) Boiler, Machinery and Pressure Vessel Insurance

Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf of boilers, machinery, pressure vessels and motor vehicles to the extent required as the Board may from time to time deem advisable.

2. General Provisions

(a) 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 in writing to adjust any loss to his Unit.

(b) 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 subclause (b) 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.

(c) 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 to each mortgagee noted on the record of the Corporation who have requested same. The policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation.

(d) Each Owner shall indemnify the Corporation against any loss, cost, damage or injury caused to the Common Elements because of the wilful or unlawful acts or omission of such Owner or any resident of his Unit.

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

(f) Where insurance proceeds are received by the Corporation or any other person other than the Insurance Trustee, they shall be held in trust and applied for the same purposes as are specified otherwise in Article IX.

(g) Upon the request of a mortgagee or mortgagees holding mortgages on fifty (50%) per cent or more of the Units, or at the discretion of the Board of Directors, and in any event not less than once every three (3) years, the Corporation shall obtain an appraisal from an independent qualified appraiser for the full replacement cost of the assets. The cost of such appraisal shall be a common expense.

3. **By the Residential Unit 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, should be obtained and maintained by such Residential Owner for his own benefit:

(a) Insurance on any additions, improvements or betterment 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 occupancy of his Unit in the event of damage. Every such policy 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 or guests except for arson, fraud, vehicle impact, vandalism or malicious mischief.

(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.

(c) Additional living expenses incurred by an Owner if forced to leave his unit by one of the hazards protected against under the Corporation's policy.

(d) Special assessments levied by the Corporation.

ARTICLE IX

INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

1. 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 its generality, provide the following:

(a) the receipt by the Insurance Trustee of any proceeds of insurance in excess of ten thousand (\$10,000.00) Dollars payable to the Corporation;

(b) the holdings of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act, this Declaration, and any amendments thereto;

(c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and

(d) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

2. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount due under a Notice of Lien registered by the Corporation against such Unit, in accordance with the priorities thereof;

(c) The Board, in accordance with the provisions of the Act, determines that:

(i) there has not been substantial damage to twenty-five (25%) per cent of the building; or

(ii) there has been substantial damage to twenty-five (25%) per cent of the building and within ninety (90) days thereafter the Owners who own sixty-six and two-thirds (66 2/3%) per cent of the Units do not vote for termination,

the Insurance Trustees shall hold all proceeds for the Corporation and Owners whose Units have been damaged as their respective interests may appear and shall disburse same in accordance with the provisions of this Declaration and the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of this Declaration and the Act.

ARTICLE X

DUTIES OF THE CORPORATION

1. **Duties**

In addition to any other duties set out elsewhere in this Declaration, and specified in the by-laws of the Corporation, the Corporation shall have the following duty, namely:

- (a) take all reasonable steps to maintain and enforce the Corporation's lien arising pursuant to the Condominium Act, 1998, against any unit in respect of which the owner has defaulted in the payment of common expenses and/or monies deemed to be common expenses pursuant to the provisions of the Declaration.

ARTICLE XI

GENERAL MATTERS AND ADMINISTRATION

1. **Rights of Entry to the Unit**

(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 at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the property or any part thereof 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 and Common Elements 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 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 Corporation shall retain a key to all locks to each Unit. No Owner shall change any lock or place any additional locks on the doors to any Unit without immediately providing to the Corporation a key for each new or changed lock.

(e) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatsoever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-laws.

2. **Architectural and Structural Plans**

A complete set of all the original as-built architectural and structural 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, and for the use of any Owner or mortgagee.

3. **Units Subject to Declaration, By-laws and Rules and Regulations**

All present and future Owners, tenants and occupants of Units, including their families, guests and visitors, 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 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 of such provisions shall be deemed and taken to be covenants running with the Unit and shall bind any person having, at any time, an 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.

4. **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 other provisions of this Declaration, and in such event all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

5. 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.

6. Construction of Declaration

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

7. Headings

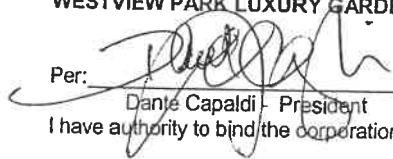
The headings in the body of this Declaration shall form part of the Declaration but shall be deemed to be inserted for the convenience of reference only.

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

DATED at Windsor, Ontario, this 29 day of Sept ~~August~~, 2004

WESTVIEW PARK LUXURY GARDENS INC.

Per:


Dante Capaldi - President
I have authority to bind the corporation.

11

SCHEDULE "A"

In the Town of LaSalle, in the County of Essex and Province of Ontario, being composed of:

All of Lot 153, all of Lots 188 to 195 (inclusive), Part of Lots 154 to 161 (inclusive), Part of Lots 186 and 187, Part of Block "K" (created by Judge's Order, dated March 2, 1998, Registered as Instrument Number 1417484), Part of Block "N" (created by Judge's Order, dated March 2, 1998, registered as Instrument Number 1417484 and Part of Block "Q" (created by Judge's Order, dated March 2, 1998, registered as Instrument Number 1417484), Part of Westview Park Boulevard (closed by Judge's Order, dated July 11th, 2003, registered as CE 19746, Registered Plan 827, designated as Parts 1 and 2 on a Plan of Survey of record deposited in the Land Registry Office for the Land Titles Division of Essex (12) as Plan 12R-21011 being all of PIN 70549-0338 hereinafter referred to as "The Condominium Lands".

SUBJECT to an easement in favour of Union Gas ^{limited} as set out in Transfer No. CE74199 over Part 1 on Plan 12R-21011.

In my opinion, based on the parcel register (70549-0338) and the plans and documents recorded in therein, the legal description is correct, the described easements will exist in law upon the registration of the declaration and the description and the Declarant is the registered owner of the property and appurtenant interests.

AUGUST 13, 2004



JERRY L. GOLDBERG, Solicitor
Wilson, Walker, LLP
Barristers & Solicitors
200-443 Ouellette Avenue
WINDSOR, ON N9A 6R4

For: Westview Park Luxury Gardens Inc.

4-21166
S-416(Wind)
RAS/fg

Condominium Act, 1998

12

CONSENT
(SCHEDULE B TO DECLARATION)
(under clause 7(2)(b) of the *Condominium Act, 1998*)

SCHEDULE "B"

Condominium Act, 1998

CONSENT
(SCHEDULE B TO DECLARATION)
(under clause 7(2)(b) of the *Condominium Act, 1998*)

1. I (We) **ROYAL BANK OF CANADA** have a registered charge within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered as Number CE57501 in the Land Registry Office for the Land Titles Division of Essex (No. 12).
2. I (We) hereby consent to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. I (We) postpone the charge and the interest under tit to the Declaration and the easements described in Schedule A to the Declaration.
4. I am (We are) entitled by law to grant this consent and postponement.

Dated this 13 day of August, 2004

(signature)



D.W. Ewing
Senior Account Manager
(print name)



D. Myatt
Senior Account Manager

SCHEDULE "C"

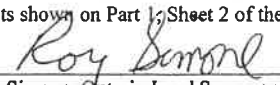
Each Residential Unit, each Indoor Covered Parking Unit and each Outdoor Uncovered Parking Unit shall comprise the area within the heavy lines shown on Part 1, Sheet 2 of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below, and are illustrated on Part 1, Sheet 2 of the Description, and all dimensions shall have reference to them.

Without limiting the generality of the foregoing, the boundaries of each unit are as follows:

1. BOUNDARIES OF THE RESIDENTIAL UNITS
(being Units 1 to 12 inclusive on Level 1 and Units 1 to 14 inclusive on Levels 2 and 3)
 - a) Each Residential Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab and production thereof.
 - ii) the backside surface and plane of the drywall sheathing on the ceilings and production thereof.
 - iii) the lower surfaces and planes of the acrylic skylight and frame, where applicable.
 - b) Each Residential Unit is bounded horizontally by:
 - i) the backside surface and plane of the drywall sheathing and production thereof separating one unit from another such unit or from the common element.
 - ii) the unit side surface of all exterior doors, door frames, windows and window frames, the said doors and windows being in a closed position, and the unit side surface of all glass panels contained therein.
 - iii) in the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.
2. BOUNDARIES OF THE INDOOR COVERED PARKING UNITS
(being Units 13 to 26 inclusive on Level 1)
 - a) Each Indoor Covered Parking Unit is bounded vertically by:
 - i) the unfinished upper surface and plane of the concrete floor slab beneath the Unit.
 - ii) the plane established 2.30 metres above the upper surface of the concrete floor slab measured perpendicularly therefrom.
 - b) Each Indoor Covered Parking Unit is bounded horizontally by:
 - i) the vertical planes established by measurement shown hereon.
 - ii) the face and plane of the wood frame stud wall and production thereof.
 - iii) the unit side surface of all exterior doors, door frames, windows and window frames, the said doors and windows being in a closed position, and the unit side surface of all glass panels contained therein
3. BOUNDARIES OF THE OUTDOOR UNCOVERED PARKING UNITS
(being Units 27 to 34 inclusive on Level 1)
 - a) Each Outdoor Uncovered Parking Unit is bounded vertically by:
 - iii) the unfinished upper surface and plane of the concrete floor slab beneath the Unit.
 - iv) the plane 2.30 metres above the upper surface of the concrete floor slab measured perpendicularly therefrom.
 - b) Each Outdoor Uncovered Parking Unit is bounded horizontally by:
 - iv) the vertical planes established by measurement shown hereon.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheet 2 of the Description.

AUGUST 13, 2004


Roy A. Simone, Ontario Land Surveyor
Verhaegen•Stubberfield•Hartley•Brewer•Bezaire Inc.

Reference should be made to the provisions of the Declaration itself, in order to determine the maintenance and repair responsibilities for any Unit, and whether specific physical components (such as any wires, pipes, cables, conduits, equipment, fixtures, structural components and/or any other appurtenances) are included or excluded from the Unit, regardless of whether same are located within or beyond the boundaries established for such Unit.

August 13, 2004

4-21166
S-416(WIND)

| SCHEDULE "D" | | | | | | |
|--|------|------------|-------|-------|------------|----------|
| PROPORTION OF COMMON INTEREST AND THE COMMON EXPENSE | | | | | | Standard |
| EXPRESSED IN PERCENTAGE | | | | | | |
| Level | Unit | Percentage | Level | Unit | Percentage | |
| 1 | 1 | 2.43990% | 2 | 1 | 2.30950% | |
| 1 | 2 | 2.43990% | 2 | 2 | 2.43990% | |
| 1 | 3 | 2.43990% | 2 | 3 | 2.43990% | |
| 1 | 4 | 2.43990% | 2 | 4 | 2.43990% | |
| 1 | 5 | 2.43990% | 2 | 5 | 2.43990% | |
| 1 | 6 | 2.43890% | 2 | 6 | 2.43990% | |
| 1 | 7 | 2.43990% | 2 | 7 | 2.43890% | |
| 1 | 8 | 2.43990% | 2 | 8 | 2.43890% | |
| 1 | 9 | 2.43990% | 2 | 9 | 2.43990% | |
| 1 | 10 | 2.43990% | 2 | 10 | 2.43990% | |
| 1 | 11 | 2.43990% | 2 | 11 | 2.43990% | |
| 1 | 12 | 2.30950% | 2 | 12 | 2.43990% | |
| 1 | 13 | 0.19090% | 2 | 13 | 2.43990% | |
| 1 | 14 | 0.19090% | 2 | 14 | 2.30950% | |
| 1 | 15 | 0.19090% | 3 | 1 | 2.30950% | |
| 1 | 16 | 0.19090% | 3 | 2 | 2.43990% | |
| 1 | 17 | 0.19090% | 3 | 3 | 2.43990% | |
| 1 | 18 | 0.19090% | 3 | 4 | 2.43990% | |
| 1 | 19 | 0.19090% | 3 | 5 | 2.43990% | |
| 1 | 20 | 0.19090% | 3 | 6 | 2.43990% | |
| 1 | 21 | 0.19090% | 3 | 7 | 2.43890% | |
| 1 | 22 | 0.19090% | 3 | 8 | 2.43890% | |
| 1 | 23 | 0.19090% | 3 | 9 | 2.43990% | |
| 1 | 24 | 0.19090% | 3 | 10 | 2.43990% | |
| 1 | 25 | 0.19090% | 3 | 11 | 2.43990% | |
| 1 | 26 | 0.19090% | 3 | 12 | 2.43990% | |
| 1 | 27 | 0.04855% | 3 | 13 | 2.43990% | |
| 1 | 28 | 0.04855% | 3 | 14 | 2.30950% | |
| 1 | 29 | 0.04855% | | | | |
| 1 | 30 | 0.04855% | | | | |
| 1 | 31 | 0.04855% | | | | |
| 1 | 32 | 0.04855% | | | | |
| 1 | 33 | 0.04855% | | | | |
| 1 | 34 | 0.04855% | | | | |
| | | 32.20840% | | | 67.79160% | |
| | | | | | 32.20840% | |
| 4-21166 | | | | Total | 100.00000% | |
| S-416(WIND) | | | | | | |
| January 24, 2003 | | | | | | |

COMMON EXPENSES

Common expenses shall include the following:

- (a) All expenses of the corporation incurred by it or the board in the performance of the objects and duties of the corporation whether such objects or duties are imposed under the provisions of the Act or of this declaration or performed pursuant to any by-law of the corporation;
- (b) All sums of money levied or charged to the corporation on account of any and all public private suppliers of insurance coverage, taxes, utilities and services including, without limiting the generality of the foregoing, levies or charges for:
 - garbage collection
 - insurance premiums
 - water and sewage, unless separately metered for each unit
 - electricity, unless separately metered for each unit
 - waste disposal
 - fuel, including gas, oil, electricity unless separately metered for each unit
 - maintenance materials, tools and supplies
 - snow removal and landscaping for common areas only
 - grass cutting, lawn fertilizer and irrigation
 - realty taxes (including local improvement charges) levied against the entire property until such time as taxes are levied against each unit separately
- (c) Remuneration payable by the Corporation to any employees deemed necessary for the proper operation and maintenance of the property;
- (d) The cost of maintaining fidelity bonds as provided in the by-laws;
- (e) All sums of money paid or payable by the corporation to or for the benefit of any and all persons, firms or corporations engaged or retained by the corporation, the board, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the corporation, including without limitation legal, engineering, accounting, expert appraisal, advisory, maintenance, managerial and secretarial services;
- (f) The cost of furnishings and equipment for use in and about the common elements including the repair, maintenance, operation, or replacement thereof;
- (g) All sums of money paid or payable by the corporation pursuant to the provisions of subsections (4) and (5) of section 38 of the Act, as amended;
- (h) The cost of borrowing money for the purpose of carrying out the objects and duties of the corporation;
- (i) The cost of insurance appraisals;
- (j) The fees of the Insurance Trustee;
- (k) The cost of any leases entered into by the Corporation for the supply of any equipment or recreational premises;
- (l) The cost of reserve fund studies;
- (m) The cost of completing a technical audit.

SCHEDULE "F"

Subject to the provisions of the Declaration, the By-laws and the Rules and Regulations of the Corporation and the right of entry in favour of the Corporation thereto and thereon, for purposes of facilitating any requisite maintenance and/or repair work, or to give access to the utility and service areas adjacent thereto:

- (1) **PATIOS:** the owners of the Residential Units 1 to 12 on Level 1 shall each have the exclusive use of a patio to which each of the said Units provide direct access, as illustrated in heavy outline on Part 2, Sheet 1 of the Description being numbered the same as number the Unit with the prefix "PT".
- (2) **BALCONIES:** the owners of Residential Units 1 to 14 (inclusive) on Levels 2 and 3 shall have the exclusive use of a balcony to which each of the said Units provide direct and sole access.

January 24, 2003

4-21166
S-416(WIND)

SCHEDULE "G"

Condominium Act, 1998

**CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A
STANDARD CONDOMINIUM CORPORATION)
(under clauses 8(1)(e) and (h) of the *Condominium Act, 1998*)**

I certify that:

Each building on the property has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

- 1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
- 2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
- 3. Except as otherwise specified in the regulations, walls and ceilings of the common element, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
- 4. All underground garages have walls and floor assemblies in place.

OR

- There are no underground garages.
- 5. All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

- There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.
- 6. All installations with respect to the provision of water and sewage services are in place.
- 7. All installations with respect to the provisions of heat and ventilation are in place and heat and ventilation can be provided.
- 8. All installations with respect to the provision of air conditioning are in place.

OR

- There are no installations with respect to the provision of air conditioning.
- 9. All installations with respect to the provision of electricity are in place.
- 10. All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

- There are no indoor and outdoor swimming pools.
- 11. Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this 30th day of Sept, 2004.


(signature)

Mark Hanna P. Eng.
(print name)

[To be supplied by architect or engineer.]

CONDOMINIUM ACT, 1998


CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56(9) of the Condominium Act, 1998)

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 110 hereby certifies that:

1. The copy of By-Law Number 6, attached as hereto, is a true copy of the By-Law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED at Windsor, Ontario this 20 day of October, 2004.

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 110

Per: 
Dante Capaldi - Director

Per: 
Wilma Capaldi - Director

Per: 
Jerry L. Goldberg - Director

We have authority to bind the Corporation

CONDOMINIUM ACT, 1998

CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56(9) of the Condominium Act, 1998)

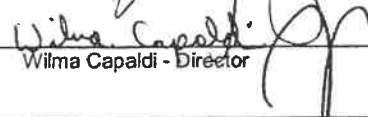
ESSEX STANDARD CONDOMINIUM CORPORATION NO. 110 hereby certifies that:

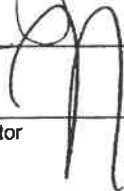
1. The copy of By-Law Number 1 attached hereto is a true copy of the By-Law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED at Windsor, Ontario, this 1st day of November, 2004.

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 110

Per: 
Dante Capaldi - Director

Per: 
Wilma Capaldi - Director

Per: 
Jerry L. Goldberg - Director

We have authority to bind the Corporation.

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 110

BY-LAW NO. 1

Be it enacted as By-law of ESSEX STANDARD CONDOMINIUM CORPORATION NO. 110 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I
DEFINITIONS**

All words used herein which are defined in the Condominium Act, 1998, shall have ascribed to them the meanings set out in the Act as amended from time to time.

**ARTICLE II
SEAL**

The corporate seal of the Corporation shall be in the form impressed hereon.

**ARTICLE III
RECORDS**

The Corporation shall keep a record (the "Record") respecting the property which shall note the name and address of the owner and the mortgagee of each Unit who have notified the Corporation of their respective entitlement to vote and of an address for service. The address of each owner shall be the address of his or her Unit and the address of each mortgagee shall be the address shown for him or her on his or her mortgage registered in the said Land Registry Office, unless the Corporation is given notice of a different address by such owner and mortgagee.

**ARTICLE IV
MEETINGS OF OWNERS**

1. **Annual Meeting**

The annual meeting of the owners will be held in the Town of LaSalle or at such other place at such time and on such day in each year as the Board may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the By-laws of the Corporation to be read at and laid before the owners at the annual meeting, electing directors, appointing the auditor and fixing or authorizing the Board to fix as remuneration and for the transaction of such other business as may properly be brought before the meeting. Not more than fifteen (15) months shall elapse between the dates of two (2) successive annual general meetings. The first annual general meeting of owners shall be called within three (3) months of the date of registration of the Declaration.

2. **Special Meetings**

The Board shall have the power at any time to call a special meeting of the owners to be held at such time and as such place within the said municipality as may be determined by the Board. The Board shall, upon receipt of a requisition in writing made by owners who together own at least fifteen (15%) percent of the Units, call and hold a meeting of the owners within thirty (30) days of receipt of such requisition. If the meeting is not called and held within thirty (30) days of receipt of the requisition, any of the requisitionists may call the meeting and in such case, the meeting shall be held within sixty (60) days from receipt of the requisition.

3. **Notices**

Notice of every meeting of owners shall be in writing specifying the place, the date and the hour thereof and the nature of the business to be presented and shall be given not less than ten (10) days before the date on which the meeting is to be held, to the auditor of the Corporation and to each owner and mortgagee who is entered on the Record at the date of giving such notice. The Corporation shall not be obliged to give notice to any owner who has not notified the Corporation that he or she has become a mortgagee and has been authorized or empowered in his or her mortgage to exercise the right of a mortgagor to vote.

4. **Reports**

A copy of the financial statement and a copy of the auditor's report shall be furnished to every owner and the mortgagee entered on the Record. A copy of the minutes of meetings of owners, within ten (10) days of the date of such meeting, shall be furnished to each owner and shall also be furnished to each such mortgagee who has requested the same.

5. **Persons Entitled to be Present**

The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the Record and the spouses of such owners, and any others entitled to vote thereat, the auditor of the Corporation, the directors and officers of the Corporation, a representative of the Manager of the Corporation, and any other person whose attendance is required by the Declaration or By-laws of the Corporation. Any other person may be admitted only on the invitation of the Chairperson of the meeting or with the consent of the meeting.

6. **Quorum**

Unless otherwise provided in the Act at any meeting of owners, a quorum shall be constituted when persons entitled to vote and together owning not less than thirty-three and one-third (33 1/3%) percent of the Unit are present in person or represented by proxy at such meeting. If thirty (30) minutes after the time appointed for the holding of any meetings of owners, a quorum be not present, the meeting shall be dissolved.

7. **Right to Vote**

Subject to the right of a mortgagee of a unit to exercise the right of the owner to vote, every owner shall be entitled to vote who is entered on the Records as an owner or has given notice to the Corporation, in a form satisfactory to the Chairperson of the meeting that he or she is an owner. Any dispute over the right to vote shall be resolved by the Chairperson of the meeting upon such evidence as he or she may deem sufficient. The number of votes to which each such owner or mortgagee is entitled shall be one (1) vote for each Unit.

8. **Method of Voting**

At any general or special meeting, any question shall be decided by a show of hands unless a poll is demanded by an owner present in person or by proxy, and unless a poll is so demanded, the declaration by the Chairperson of such question has by the show of hands been carried is prima facie proof of the fact without proof of the number of votes recorded in favour of or against such question, but a demand or a poll may be withdrawn; provided, however, that voting for the election of directors shall be by ballot only.

9. **Representatives**

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

10. **Proxies**

Every owner or mortgagee entitled to vote at meetings of owners may by instrument in writing appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent and with the same power as if the owner or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing signed by the appointor or his or her attorney, authorized in writing. The instrument appointing a proxy shall be deposited with the Secretary of the meeting before any vote is cast under its authority.

11. **Votes to Govern**

At all meetings of owners every question shall be decided by a majority of the votes duly cast on the question or such other proportion as may be otherwise required by the Act, declaration or the By-laws.

12. **Adjournment of Meeting**

The Chairperson may adjourn the meeting from time to time and from place to place.

**ARTICLE V
THE CORPORATION**

1. **Duties of the Corporation**

The duties of the Corporation shall include but shall not be limited to those duties imposed by the Act and shall include the following:

- (a) controlling, managing and administration of the common elements and assets of the Corporation;
- (b) collection of common expense contributions;
- (c) arranging for the supply of heat, electricity, and water to the property except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. If any apparatus or equipment used in effecting the supply of heat, electricity and water at any time becomes incapable of fulfilling its function or is damaged or destroyed, the Corporation shall have a reasonable time within which to repair or replace such apparatus and shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reason of the failure to perform such duty;
- (d) obtaining and maintaining insurance for the property as may be required by the Act, Declaration and By-laws;
- (e) repairing and restoring of the common elements in accordance with the Act, Declaration and By-laws;

- (f) obtaining and maintaining 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;
- (g) causing audits to be made after every year-end and making auditors' reports and financial statements available to the owners and mortgagees;
- (h) preparation of an estimated budget in accordance with Article XI hereof;
- (i) keeping accurate accounts and sending to each unit owner an annual statement of income and expenditures in respect thereto and keeping such accounts open for inspection by unit owners;
- (j) establishing and maintaining one or more reserve funds;
- (k) effecting compliance with the Act, the Declaration, the By-laws and the Rules from time to time;
- (l) observing and complying with all of the terms and provisions of the Reciprocal Agreement(s);
- (m) ensuring that the Corporation's actions do not in any way interfere with the Shared Facilities Committee's duties as defined by the Declaration.

2. Powers of the Corporation

Subject to the Act, the powers of the Corporation shall include but shall not be limited to the following:

- (a) employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (b) adoption and amendment of rules concerning the operation and use of the property;
- (c) employing a manager at a compensation to be determined by the Board to perform such duties and services as the Board shall authorize;
- (d) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the Board, and in such a manner as the Board may deem reasonable;
- (e) to settle, adjust, compromise or refer to arbitration or the courts any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (f) to borrow such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Declaration and By-laws, and to secure any such loan by mortgage, pledge or charge of any asset of the Corporation, and to add the repayment of such loan to common expenses, subject to approval of each borrowing or loan which would result in total borrowings, aggregating more than FIVE THOUSAND (\$5,000.00) DOLLARS;
- (g) to retain and hold any securities or other property, whether real or personal, which shall be received by the Corporation, in the form received, whether or not the same is authorized by any law, present or future, for the investment of trust funds;
- (h) to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation at such price, on such terms, and in such manner as the Corporation in its sole discretion deems advisable and to do all things and execute all documents required to give effect to the foregoing.

**ARTICLE VI
BOARD OF DIRECTORS**

1. Number of Directors

The number of directors shall be three (3).

2. Management

The affairs of the Corporation shall be managed by the Board.

3. Qualification

Each director shall be eighteen (18) or more years of age and must be either an owner who is occupying his or her Unit, or an officer, director or employee of a Corporation which is occupying its Unit, or such owner's authorized representative or if such owner is not so occupying the Unit then such owner's tenant or other permitted occupant, may be a director provided the Corporation is being provided with notice of such tenancy in compliance with the Act and the Declaration. Notwithstanding the foregoing, the provisions of this paragraph 3 shall not prevent the declarant or any of its authorized representatives, officers, directors or employee from acting as a director of the Corporation in respect of any Units in the Corporation retained by them.

4. **Election and Term**

The directors of the Corporation shall be elected in rotation, and upon the expiration of their respective term of office shall retire, but shall be eligible for re-election. At the first meeting of the owners held to elect directors, one (1) director shall be elected to hold office for a term of one (1) year from the date of their election; one (1) director shall be elected to hold office for a term of two (2) years from the date of their election; one (1) director shall be elected to hold office for a term of three (3) years from the date of this election. Such directors may, however, continue to act until their successors are elected. If more than one (1) of such directors whose terms are not of equal duration shall resign from the Board prior to the expiration of their respective terms, and shall be replaced at a meeting of members for that purpose, the director or directors receiving the greater votes shall complete the longest remaining terms of the resigning directors. At each annual meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years.

5. **Removal of Directors and Filling of Vacancies**

Any director may be removed, before the expiration of his or her term, at a meeting of the owners called for such purpose by a vote of owners who together own a majority of the Units, and the owners may elect a new director for the remainder of the term of the director removed. If a vacancy on the Board occurs, the majority of the remaining members of the Board may appoint a replacement to fill the vacancy until the next annual meeting of the owners at which time the vacancy shall be filled by the election of the owners.

6. **Calling of Meetings**

Meetings of the Board shall be held from time to time at such place and at such time and on such day as any two (2) directors may determine, and the Secretary shall call meetings when authorized by them. Notice of any meeting so called shall be given personally, by ordinary mail, telegraph or telecopier, to each director addressed to him or her at his or her latest address, entered on the Record of the Corporation not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the Interpretation Act (Canada) before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting, or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.

7. **Regular Meetings**

The board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the board fixing a place and time of regular meetings of the board shall be given personally by ordinary mail, telegraph or telecopier to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.

8. **First Meeting of New Board**

The board may without notice hold its first meeting for the purpose of organization and the election and appointment of officers immediately following the meeting of members at which the directors of such board were elected, provided a quorum of directors be present.

9. **Indemnity of Directors and Officers**

Subject to the provisions of subsection 2 of Section 25 of the Act, every Director or Officer of the Corporation and his or her heirs, executors, administrators and other legal personal representatives shall from time to time be indemnified and saved harmless by the Corporation from and against:

- (a) any liability and all costs, charges and expenses that he or she sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him or her for or in respect of anything done or permitted by him or her in respect of the execution of the duties of his or her office; and
- (b) all other costs, charges and expenses that he or she sustains or incurs in respect of the affairs of the Corporation.

Provided that no director or officer of the Corporation shall be indemnified by the Corporation in respect of the liability, costs, charges or expenses that he or she sustains or incurs in or about any action, suit or other proceeding as a result of which he or she is judged to be in breach of any duty or responsibility imposed upon him or her under the Act or under any other statute unless, in an action brought against him or her in his or her capacity as Director or Officer, he or she has achieved complete and substantial success as a defendant.

10. **Compensation**

The directors shall receive such compensation as may from time to time be decided by By-law.

**ARTICLE VII
OFFICERS**

1. **Elected Officers**

At the first meeting of the board after each election of directors, the board shall elect from among its members a President. In default of such election the then incumbent, if still a member of the board, shall hold office

until his or her successor is elected. The vacancy occurring from time to time in such office may be filled by the board among its members.

2. **Appointed Officers**

From time to time the board shall appoint a Secretary and may appoint one or more Vice-Presidents, a General Manager, a Treasurer and such other officers as the board may determine including one or more assistants to any of the officers so appointed. The officers so appointed may but need not be a member of the board. One person may hold more than one office and if the same person holds both the office of Secretary and office of Treasurer, he or she may be known as Secretary-Treasurer.

3. **Term of Office**

The board may by resolution remove at its pleasure any officer of the Corporation.

4. **President**

The President shall, when present, preside at all meetings of the owners and of the board, and shall be charged with the general supervision of the business and affairs of the Corporation. Except when the board has appointed a General Manager or Managing Director, the President shall also have the powers and be charged with the duties of that office.

5. **Vice-President**

During the absence of the President his or her duties may be performed and his or her powers may be exercised by the Vice-President, or if there are more than one, by the Vice-Presidents, in order of seniority as determined by the board. If a Vice-President exercises any such duty or power the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the board may prescribe.

6. **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 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 terms of employment and remuneration of the General Manager appointed by the board shall be settled from time to time by the board.

7. **Secretary**

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

8. **Treasurer**

The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and under the direction of the board shall control the deposit of money, the safekeeping of securities and the disbursements of funds of the Corporation; he or she shall render to the board at the meeting thereof or whenever required of him or her an account of all his or her transactions as Treasurer, and of the financial position of the Corporation; and he or she shall perform such other duties as may from time to time be prescribed by the board. The offices of Secretary and Treasurer may be combined.

9. **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 an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the board otherwise directs.

10. **Agents and Attorneys**

The board shall have power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.

ARTICLE VIII

BANKING ARRANGEMENTS & CONTRACTS

1. **Banking Arrangements**

The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the board may designate, appoint or otherwise from time to time by resolution, and all such banking

business, or any part thereof, shall be transacted on the Corporation's behalf by such one or more officers or other persons as the board may designate, direct or authorize from time to time by resolution and, to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such bank to do any act or thing on the Corporation's behalf to facilitate such banking business.

2. **Execution of Instruments**

Deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or a Vice-President together with the Secretary or any other director. Any contract or obligation within the scope of any Management Agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such Management Agreement. Notwithstanding any provisions to the contrary contained in the By-laws of the Corporation, the board may at any time and from time to time direct the manner in which, and the person or persons by whom, any particular deed, transfer, contract or obligation or any class of deeds, transfers, contracts or obligations of the Corporation may or shall be signed.

3. **Execution of Certificates under Subsection 8 of Section 32 of the Act**

Certificates provided pursuant to subsection 8 of section 32 of the Act may be signed by any officer or any director of the Corporation provided that the board may by resolution direct the manner in which, and the person by whom, such certificates may or shall be signed.

ARTICLE IX

FINANCIAL AND RECORDS

1. The financial year of the Corporation shall end on the 31st day of December in each year, or on such other day as the Board by resolution may determine.

ARTICLE X

NOTICE

1. **Method of Giving Notice by the Corporation**

Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation shall be sufficiently given if delivered personally to the person to whom it is to be given, or if delivered to the address noted in the record, required pursuant to the Act, or if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to him or her at such address, or if sent by means of wire or wireless, or any other form of transmitted or recorded communication, to such address. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box, and a notice sent by any means of wire or wireless or any other form of transmitted or recorded communication shall be deemed to have been given when delivered to the appropriate communication company or agency or its representative for dispatch.

2. **Notice to the Board or Corporation**

Any notice, communication or other document to be given to the board or the Corporation shall be sufficiently given if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to it at the address for service of the Corporation set out in the declaration, or changed in accordance with requirements of the Act. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.

3. **Omissions and Errors**

The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

ARTICLE XI

ASSESSMENT AND COLLECTION OF COMMON EXPENSES

1. **Duties of the Board**

All expenses, charges and costs of maintenance 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 from time to time and at least annually prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year, or remainder of the current fiscal year,

as the case may be, which shall include provision for a reserve fund as required by the Act. 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. The board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which common expenses are based to all owners and mortgagees entered in the record kept pursuant to section 20(2) of the Act.

2. **Owners Obligation**

Each owner shall be obliged to pay to the Corporation or as it may direct the amount of such assessment in equal monthly payments on the 1st day of each and every month next following delivery of such assessment until such time as a new assessment shall have been delivered to such owner. Each owner shall furnish to the Corporation post-dated cheques for the fiscal year prior to the commencement thereof to cover payments due from such owner during the fiscal year in the amounts assessed by the Corporation from time to time.

3. **Extraordinary Expenditures**

In addition to the annual assessment, extra-ordinary expenditures not contemplated in the foregoing budget and for which the board shall not have sufficient funds, may be assessed at any time during the year by the board serving notice of such assessment on all owners, as an additional common expense. The notice shall include a written statement setting out the reasons for the assessment. The assessment shall be payable by each owner within ten (10) days after the delivery thereof to him or her, or within such further period of time or in such instalments as the board may determine.

4. **Default in Payment of Assessment**

- (a) Arrears of payments required to be made under the provisions of this Article XI shall bear interest at the rate of fifteen (15%) per cent per annum or such other rate as shall from time to time be determined by the board and shall be compounded monthly until paid.
- (b) In addition to any remedies or means provided by the Act, if any owner is in default in payment of an assessment levied against him or her, for a period of fifteen (15) days, the board may bring legal action in the name and on behalf of the Corporation to enforce correction thereof and there shall be added to any amount found due all costs of such action including costs as between the solicitor and his or her own client.

ARTICLE XII

DEFAULT

1. **Notice of Unpaid Common Expenses**

The board, whenever so requested in writing by an owner or mortgagee entered on the record, shall promptly report any then unpaid common expenses due from, or any other default, by any owner, and any common expenses assessed or other money claimed by the Corporation against any owner, which are at least thirty (30) days past due.

2. **Notice of Default**

The board, when giving notice of default in payment of common expenses or any other default to the owner of any unit, shall concurrently send a copy of such notice to each mortgagee of such unit who is entered on the record, or who has requested that such notices be sent to him or her.

ARTICLE XIII

MISCELLANEOUS

1. **Invalidity**

The invalidity of any part of this By-law shall not impair or affect in any manner the validity, enforceability or effect of the balance thereof.

2. **Gender**

The use of the masculine gender in this By-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires, and vice versa.

3. **Waiver**

No restriction, condition, obligation or provision contained in this By-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

4. **Heading**

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

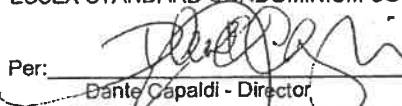
5. **Alterations**

This By-law or any part thereof may be varied, altered or repealed by a By-law passed in accordance with the provisions of the Act, and the declaration.

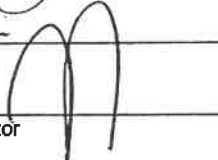
The foregoing By-law is hereby passed by the directors of the Corporation pursuant to the Condominium Act of Ontario as evidenced by the respective signatures hereto of all the directors.

DATED at Windsor, Ontario, this 1st day of November, 2004.

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 110

Per: 
Dante Capaldi - Director

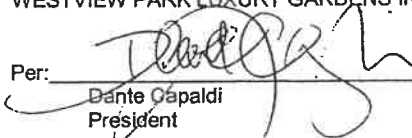
Per: 
Wilma Capaldi - Director

Per: 
Jerry L. Goldberg - Director

The undersigned, which owns 100% of the units, hereby confirms, pursuant to the provisions of The Condominium Act, 1998 of Ontario, the foregoing By-law No. 1 of the Corporation signed by all of the Directors of the Corporation, as By-law No. 1 hereto, pursuant to the provisions of The Condominium Act, 1998 on the 1st day of November, 2004.

DATED this 1st day of November, 2004.

WESTVIEW PARK LUXURY GARDENS INC.

Per: 
Dante Capaldi
President

CONDOMINIUM ACT, 1998

CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56(9) of the Condominium Act, 1998)

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 110 hereby certifies that:

1. The copy of By-Law Number 2 attached hereto is a true copy of the By-Law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED at Windsor, Ontario, this 1st day of November, 2004.

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 110

Per: 
Dante Capaldi - Director

Per: 
Wilma Capaldi - Director

Per: 
Jerry L. Goldberg - Director

We have authority to bind the Corporation.

BY-LAW NO. 2

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 110

Be it enacted as a By-law of ESSEX STANDARD CONDOMINIUM CORPORATION NO. 110
(hereinafter referred to as the "Corporation") as follows:

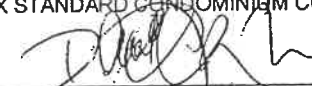
The Directors of the Corporation may from time to time:

- (a) borrow money on the credit of the Corporation;
- (b) charge, mortgage hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts and unpaid calls, rights, powers, franchises and undertakings, to secure any such securities or any money borrowed, or other debts, or any obligations or liability of the Corporation;
- (c) delegate to such one or more of the officers and directors of the Corporation as may be designated by the directors all or any of the powers conferred by the foregoing clauses of this By-law to such extent and in such manner as the directors shall determine at the time of such delegation;
- (d) give indemnities to any director or other person who has undertaken or is about to undertake any liability on behalf of the Corporation or any Corporation controlled by it, and secure any such director or other person against loss by giving him or her by way of security a mortgage or charge upon the whole or any part of the real and personal property, undertaking and rights of the Corporation;
- (e) provided that any borrowing which would result in total borrowing aggregating more than Ten Thousand (\$10,000.00) Dollars shall require the approval of the owners owning a majority of the units at a duly called meeting of the owners for the purpose of conducting same.

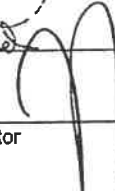
The foregoing By-law 2 is hereby passed by the Directors of the Corporation pursuant to the Condominium Act of Ontario as evidenced by the respective signatures hereto of all the Directors.

DATED at Windsor, Ontario, this 1st day of November, 2004.

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 110

Per: 
Dante Capaldi - Director

Per: 
Wilma Capaldi - Director

Per: 
Jerry L. Goldberg - Director

The undersigned, which owns 100% of the units, hereby confirms, pursuant to the provisions of The Condominium Act, 1998 of Ontario, the foregoing By-law No. 2 of the Corporation signed by all of the Directors of the Corporation, as By-law No. 2 hereto, pursuant to the provisions of The Condominium Act, 1998 on the 1st day of November, 2004.

DATED this 1st day of November, 2004.

WESTVIEW PARK LUXURY GARDENS INC.

Per: 
Dante Capaldi
President

CONDOMINIUM ACT, 1998

CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56(9) of the Condominium Act, 1998)

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 110 hereby certifies that:


1. The copy of By-Law Number 3 attached hereto is a true copy of the By-Law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED at Windsor, Ontario, this 1st day of November, 2004.

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 110

Per: 
Dante Capaldi - Director

Per: 
Wilma Capaldi - Director

Per: 
Jerry L. Goldberg - Director

We have authority to bind the Corporation.

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 110

BY-LAW NO. 3

BE IT ENACTED as a By-law of the Corporation that;


1. The Corporation does hereby grant or transfer a licence to the declarant, its successors and assigns, to enter unto the property for a term of twenty-one (21) years less a day, for the purpose of carrying out its obligations under any development agreement, site plan agreement or any other agreement entered into by the declarant with the local municipalities or with any public utility.
2. The Corporation shall covenant to comply with the provisions of any development agreement, site plan agreement or other agreement entered into with the local municipality or any public utility.
3. The Corporation does hereby authorize the President of the Corporation to execute and deliver a grant or transfer of licence and a compliance agreement.
4. The Corporation does hereby authorize the President of the Corporation to execute such further and other documents as may be necessary to more effectively carry out the intent of this By-law.

The foregoing By-law 3 is hereby passed by the directors pursuant to the *Condominium Act* as evidenced by the respective signatures hereto of all of the directors.

DATED at Windsor, Ontario, this 1st day of November, 2004.

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 110

Per: 
Dante Capaldi - Director and President

Per: 
Wilma Capaldi - Director and Vice-President

Per: 
Jerry L. Goldberg - Director and Secretary/Treasurer

The undersigned, which owns 100% of the units, hereby confirms, pursuant to the provisions of The Condominium Act, 1998 of Ontario, the foregoing By-law No. 3 of the Corporation signed by all of the Directors of the Corporation, as By-law No. 3 hereto, pursuant to the provisions of The Condominium Act, 1998 on the 1st day of November, 2004.

DATED this 1st day of November, 2004.

WESTVIEW PARK LUXURY GARDENS INC.

Per: 
Dante Capaldi
President

MANAGEMENT AGREEMENT

THIS AGREEMENT made the 1st day of November, 2004.

BETWEEN:

ESSEX CONDOMINIUM CORPORATION NO. 110

(hereinafter called the "Corporation")

OF THE FIRST PART,

- and -

SPN MANAGEMENT LTD.

(hereinafter called the "Manager"),

OF THE SECOND PART.

IN CONSIDERATION of the mutual covenants and agreements herein contained and the appointment by the Corporation of the Manager to manage and the acceptance by the Manager of the appointment to manage, the Manager and the Corporation agree as follows:

1. The terms used herein shall have ascribed to them the definitions contained in the Condominium Act, 1998 (and in any amendments or successor Acts thereto), hereinafter called the "Act".

TERM

2. The Corporation hereby appoints the Manager to be its sole and exclusive representative and managing agent (subject to the overall control of the Corporation and to the specific provisions hereof) to manage the property included in the Plan registered with the Declaration which created the Corporation, together with the assets of the Corporation as described in Schedule "A" hereto (the "Property") for a period of one (1) year, commencing on the date of registration of the Declaration (subject to paragraph 12 of this Agreement), and for the purpose thereof, in the name of the Corporation, to act on its behalf in the carrying out of the duties of the Manager as herein set out, and to enter into such contracts and agreements in the name of the Corporation as may be necessary in the performance of such duties.

SUPERVISION BY THE BOARD

3. The Manager hereby accepts such appointment and agrees to manage the Property on behalf of the Corporation in a faithful, diligent and honest manner subject to the direction of the Board of Directors of the Corporation (the "Board") and subject to the direction of the Board of Management.
4. The Manager acknowledges that it is familiar with the terms of the Declaration and By-laws registered pursuant to the Act.

MANAGEMENT ASSISTANCE AND DUTIES

5. The Manager, in the performance of its duties hereunder shall:

By-Law Enforcement

- (a) Enforce the terms of the Declaration, By-laws and Rules and any amendments thereto which presently exist or which may hereafter be made and notified to the Manager in writing;

Communication to Owners

- (b) Forthwith communicate to all owners of the Units within the Property (the "Owners") the text and import of any amendments to the By-laws or Rules:

Consultation and Advice

- (c) Advise and consult with the Board with respect to any amendments to the By-laws and Rules which, in the opinion of the Manager, ought to be established to further the harmonious and satisfactory operation of the Property for the common benefit of the Owners.

Corporate Records

- (d) Prepare and keep current the Corporation's records from information supplied by the Board:

Collection and Payments

- (e) Collect and receive all monies payable by the Owners under the Declaration and By-laws, in trust for the Corporation, and deposit the same in a separate trust account in the name of the Corporation to be maintained by the Manager, or as the Board shall direct from time to time. All such monies shall thereafter be held in trust by the Manager and be applied as follows:
- (i) to make payments of all accounts properly incurred by or on behalf of the Corporation;
 - (ii) to arrange and pay for insurance coverage in accordance with the provisions of the Act, the Declaration and By-laws in amounts directed by the Board;
 - (iii) to repair and maintain or cause to be so repaired and maintained, those parts of the Property which require repair and maintenance by the Corporation in accordance with the provisions of the Act, the Declaration and By-laws and without limiting the generality of the foregoing, such repair and maintenance shall include the keeping of the common elements in a neat and tidy condition by the removal of litter therefrom keeping all electrical wiring circuits and lighting fixtures in the common elements in good working order, to provide for the removal and disposal of garbage with respect to all Units and to maintain such staff as may be required at all times to promptly and efficiently carry out the foregoing;
 - (iv) to effect emergency repairs involving manifest danger to persons or property, or immediately necessary for the preservation and safety of the Property or for the safety of persons or required to avoid suspension of any necessary service to the Property, and to this end the Corporation hereby authorizes the Manager, its servants, agents or employees to enter any Unit with or without the consent of the Unit Owner(s) to effect any such emergency repairs which, in the Manager's sole and absolute discretion, are immediately necessary for the preservation and safety of the Property. The Corporation agrees to indemnify and save harmless the Manager from any and all claims or actions of any nature or kind resulting either directly or indirectly as a consequence of said entry: and
 - (v) generally, for the performance of the duties and obligations in respect of which the monies are paid.

Delinquent Accounts

- (f) Make reasonable efforts to collect delinquent accounts, including those amounts payable by the Owners under the Declaration and By-laws, and to refer such delinquent accounts to the Manager's solicitor for collection, if necessary:

Accurate Accounts

- (g) Keep accurate accounts and records of the financial transactions involved in the management of the Property and to render to the Board annual statements of income and expenditures with respect thereto:

Accounts Available Upon Notice

- (h) Upon reasonable notice and during normal business hours, make available for examination by the Corporation or any Owner or mortgagee, the accounts and records referred to in paragraph 5 (g) above;

Meetings

- (i) To attend meetings of the Board if so requested by the Board, upon receipt of three (3) business days notice in advance of such meeting;
- (j) To advise and consult with the Board of Management.

6. The duties of the Manager shall not include the duties of the officers of the Corporation set forth in the Act, the Declaration or By-laws of the Corporation, except as specifically otherwise provided in this Agreement.

7. The Board shall designate a single individual who shall be authorized to deal with the Manager on any matter relating to the management of the Corporation and shall not be obligated to accept directions or instructions with regard to the management of the Corporation from any person other than an individual so designated by the Board from time to time. In the absence of any other designation by the Board, the President of the Corporation shall be the individual authorized to deal with the Manager.

ASSIGNMENT

8. The Manager shall have the right to assign its rights under this Agreement to any parent or subsidiary corporation or any person, firm or corporation associated, affiliated or otherwise connected with it, (hereinafter called "affiliate") and may engage any affiliate to perform any work or services for the Corporation, within

the scope of the Manager's duties under the provisions of this Agreement, without being in breach of any fiduciary relationship with the Corporation, subject however to the following provisions:

- (a) where the cost of performing such work or services does not exceed the sum of TWO THOUSAND (\$2,000.00) Dollars, the Manager shall be entitled to have such work or services performed by such affiliate:
- (b) any work or services to be performed, the cost of which exceeds the sum of TWO THOUSAND (\$2,000.00) DOLLARS, shall not be performed by any affiliate unless the Manager has either first obtained the approval of the Board, or has obtained two written tenders from parties other than such affiliate and has the work performed by such affiliate at a cost not exceeding the lower of such tenders:
- (c) in the event of emergency repairs referred to in paragraph 5(e)(iv) above which exceed the sum of TWO THOUSAND (\$2,000.00) DOLLARS in cost, the Manager shall be entitled to have the work or services performed by an affiliate without following the procedure set out in paragraph 8(b) above.

BUDGET ESTIMATE

9. Upon the registration of the Declaration and thereafter at the beginning of each fiscal year during the term of this Agreement, the Manager shall furnish to the Board in writing an estimated budget for the following year setting forth by categories the Manager's best estimate of all expenses of the operation of the Property for the coming year including, without limiting the generality of the foregoing, any taxes payable by the Corporation, insurance premiums, water, gas and electric rates, and costs of all repairs, renewals, maintenance and supervision of the Property. Upon request of the Board, or whenever in the opinion of the Manager any change from the expenditures forecast in the annual budget makes it desirable to do so, the Manager will submit to the Board a supplementary budget covering the expenses of the operation of the Property for the then remaining portion of the current fiscal year. The Manager will at all times hold itself available for consultation with the Board for the purpose of establishing or revising the common expenses to be paid by the Owners under the provisions of the Declaration and By-laws.

INFORMATION

10. The Manager will at all times keep the Board and all Owners advised of the telephone number or numbers at which an agent of the Manager may be reached at any time during normal business hours in respect of any infraction of the Act, Declaration, By-laws or Rules, or at any time during the day or night in respect of any emergency at the Property and the Manager will make arrangements to deal promptly with such infractions and immediately with any emergency arising in connection with the maintenance and operation of the Property. The Manager shall deal in the first instance with minor emergencies and infractions and shall forthwith report to the Board any major emergency or any persistent, flagrant or serious violation of the Act, Declaration, By-laws or Rules. It is understood and agreed by the parties that the Manager shall in its sole and absolute discretion determine whether or not any emergency exists and whether or not such emergency is of a minor or major nature.

CORPORATION DUTIES

- 11. The Corporation shall:
 - (a) Pay to the Manager, monthly in advance, for its supervisory services hereunder, fees equal to the sum of Eight Hundred Fifty-Eight-----33/100 (\$858.33) DOLLARS, inclusive of G.S.T., per month during the term of this Agreement, which sum the Manager is hereby authorized to withdraw from the monies received by the Manager under paragraph 5(e) above. It is understood and agreed that such remuneration does not include the cost of performing any services set forth in paragraph 5(e)(iii) above which services shall be an additional charge to the Corporation;
 - (b) Reimburse the Manager for the wages and salaries of all on-site personnel, including all cleaning, maintenance, administrative and supervisory staff, and the cost of all amounts paid in respect of their employment, including, without limitation, Unemployment Insurance and Worker's Compensation payments, Canada Pension contributions and all other benefits, as well as all other expenses attributable to overhead, including, without limitation, photocopying and printing charges, postage and stationary costs. The Manager is hereby authorized to withdraw all such amounts payable by the Corporation to the Manager under this sub-paragraph from the monies received by the Manager under paragraph 5(e) above;
 - (c) Reimburse the Manager promptly for any monies which the Manager may elect to advance for the account of the Corporation, provided that nothing herein contained shall be construed to obligate the Manager to make any such advance;
 - (d) Except in the case of negligence on the part of the Manager, its servants or agents, indemnify and save harmless the Manager from any and all liability and from all claims and demands arising out of damage or injuries to persons or property in or about or in any way connected with the Property, and defend at the expense of the Corporation all suits which may be brought against the Manager on account thereof, provided that nothing contained in this subparagraph shall release the Manager from any liability to the Corporation in respect of a breach of any of the Manager's covenants herein contained. The Corporation also agrees to add the Manager as also insured on the Corporation's insurance policies.

- (e) Deliver to the Manager copies of all By-laws, and Rules and amendments to the Declaration made by the Corporation or the Owners.
12. (a) The Manager may, at its option, upon termination of the governance of the Property by the Act, terminate this Agreement by giving written notice to the Corporation and upon such termination of this Agreement all obligations of the Manager shall cease and the Corporation shall pay to the Manager any monies due to it up to the date of such termination of this Agreement;

(b) In the event that the Manager materially breaches any provision contained in this Agreement, the Corporation shall serve written notice upon the Manager setting forth the details of the alleged breach. If the Manager does not cure or has not corrected during the breach within ten (10) days of the receipt of the notice, the Corporation may terminate this Agreement upon giving ninety (90) days written notice to the Manager, provided that sixty-six and two-thirds percent (66 2/3%) of the Owners have voted to authorize such termination by resolution passed at a general meeting of the Owners duly called and held for that purpose.

13. In the event of the appointment by a court of any inspector to examine and inspect the affairs of the Manager, (in its capacity as recipient of the Owner's payments under paragraph 5(e) above) or to audit the accounts and records of the Manager, the parties agree that the cost of such independent inspection or audit (or both) shall be borne by the Corporation as a separate expense to be paid to the Manager in addition to the fees set forth in paragraph 11(a) hereof unless such inspection or audit reveals material discrepancies or errors in the said accounts and records, or negligence on the part of the Manager, in which event the cost of such independent inspection or audit (or both) shall be borne by the Manager.

14. Any notice required or permitted to be given hereunder shall be in writing and shall be sufficiently given if served personally by delivering the same to any officer of the party to be served, or may be given by registered mail postage prepaid, addressed as follows:

TO: ESSEX CONDOMINIUM CORPORATION NO. 110

AT: 697 Front Road North
Amherstburg, Ontario N9V 2V6

TO: SPN MANAGEMENT LTD.

AT: P.O. Box 3280, Tecumseh Postal Station
Tecumseh, Ontario N8N 2M4

and if mailed as aforesaid, the same shall be deemed to have been received on the third business day following the day on which it was mailed. Any party may change its address for service by notice given in the manner aforesaid.

15. The Corporation acknowledges that the Manager and its affiliates are engaged in the business of the provision of property management services and the Corporation agrees that the Manager and its affiliates may engage in and conduct any business or activity whatsoever without incurring any liability or obligations or fiduciary duty to account to the Corporation except to the extent that the Manager shall not be released from the Manager's covenants herein contained.

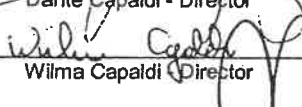
16. The Corporation and the Manager shall make, do and execute or cause to be made, done and executed all such further and other things, acts, deeds and documents, covenants and assurances as may be necessary or reasonably required to carry out the intent and purpose of this Agreement fully and effectually.


17. This Agreement and every term, covenant and condition herein contained shall enure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, without the consent of the Corporation.

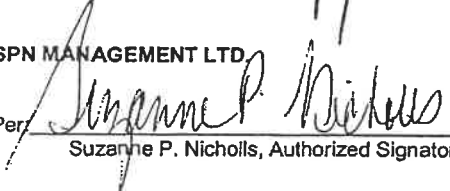
IN WITNESS WHEREOF the parties hereto have affixed their respective corporate seals under the hands of their officers duly authorized in that behalf on the date first above written.

ESSEX CONDOMINIUM CORPORATION NO. 110

Per: 
Dante Capaldi - Director

Per: 
Wilma Capaldi - Director

Per: 
Jerry L. Goldberg - Director

SPN MANAGEMENT LTD.
Per: 
Suzanne P. Nicholls, Authorized Signatory

CONDOMINIUM ACT, 1998

CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56(9) of the Condominium Act, 1998)

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 110 hereby certifies that:

1. The copy of By-Law Number 4 attached hereto is a true copy of the By-Law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED at Windsor, Ontario, this 1st day of November, 2004.

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 110

Per: _____

Dante Capaldi - Director

Per: _____

Wilma Capaldi - Director

Per: _____

Jerry L. Goldberg - Director

We have authority to bind the Corporation.

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 110

BY-LAW NO. 4

BE IT ENACTED as a By-law of the Corporation that;

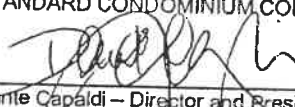
1. That the President, Vice-President and Secretary/Treasurer be and are hereby authorized to enter into a Management Agreement dated the 1st day of November, 2004, with SPN Management Ltd., as the Manager, respecting the management of the Corporation, a copy of which said Agreement is hereto annexed.

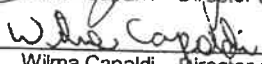
ESSEX STANDARD CONDOMINIUM CORPORATION NO. 110 hereby enacts the foregoing By-law 4 by the vote of its sole member, Westview Park Luxury Gardens Inc., which owns One Hundred (100%) per cent of the common elements.

PASSED by the directors and sealed with the corporate seal this 1st day of November, 2004.

DATED at Windsor, Ontario, this 1st day of November, 2004.

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 110

Per: 
Dante Capaldi – Director and President

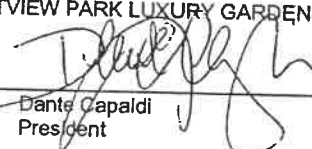
Per: 
Wilma Capaldi – Director and Vice-President

Per: 
Jerry L. Goldberg – Director and Secretary/Treasurer

The undersigned, which owns 100% of the units, hereby confirms, pursuant to the provisions of The Condominium Act, 1998 of Ontario, the foregoing By-law No. 4 of the Corporation signed by all of the Directors of the Corporation, as By-law No. 4 hereto, pursuant to the provisions of The Condominium Act, 1998 on the 1st day of November, 2004.

DATED this 1st day of November, 2004.

WESTVIEW PARK LUXURY GARDENS INC.

Per: 
Dante Capaldi
President

CONDOMINIUM ACT, 1998

CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56(9) of the Condominium Act, 1998)

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 110 hereby certifies that:

1. The copy of By-Law Number 5 attached hereto is a true copy of the By-Law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED at Windsor, Ontario, this 1st day of November, 2004.

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 110

Per: 
Dante Capaldi - Director

Per: 
Wilma Capaldi - Director

Per: 
Jerry L. Goldberg - Director

We have authority to bind the Corporation.

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 110

BY-LAW NO. 5

CONDOMINIUM RULES

BE IT RESOLVED that the Corporation enact the following rules respecting the use of the common elements and units to promote the safety, security or welfare of the owners and to prevent unreasonable interference with the use and enjoyment of the common elements and of other units.

The following rules and regulations shall be observed by the owners and the term "Owner" shall include the owner or any other person occupying the unit with the owner's approval:

1. The water closet and other water apparatus shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose family guests, visitors, servants, clerks or agents shall cause it.
2. No owner shall do or permit anything to be done in his unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any building or non-property kept therein, or obstruct or interfere with the rights of the other owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
3. Nothing shall be placed on the outside of window sills or projections. No awning or shade shall be erected over or outside of the windows or balconies without the prior written consent of the board.
4. Water shall not be left running unless in actual use in any unit. Bathroom fixtures and other plumbing apparatus, including drains, shall not be used for any purpose other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein.
5. The owner shall not place, leave or permit to be placed, or left in, or upon the common elements including those of which he has the exclusive use, any debris, refuse or garbage, except on days designated by the board or the manager as garbage pick-up days when he shall directly carry or place same in any area designated by the corporation as a central garbage depository. Such debris, refuse or garbage shall be contained in properly tied polythene or plastic garbage bags not exceeding twenty-five (25 lbs) pounds per bag in weight. Where such debris, refuse or garbage consists of packing cartons or crates, the owner shall arrange with the manager for a pick-up thereof and such packing cartons or crates shall not in any event be left outside the unit.
6. Owners, their families, guests, visitors and servants shall not create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the board or the manager, may or does disturb the comfort or quiet enjoyment of the property by other owners, their families, guests, visitors, servants and persons having business with them.
7. Nothing shall be thrown out of the windows or doors of the buildings.
8. Owners shall not overload existing electrical circuits.
9. No auction sale shall be held on the property.
10. No stores of coal or any combustible, inflammable or offensive goods, provisions or materials shall be kept in any unit except for use in any fireplace forming part of the unit.
11. No noise, caused by an instrument or other device, or otherwise, which in the opinion of the board may be calculated to disturb the comfort of the other owners shall be permitted.
12. The sidewalks, entry, passageways, walkways and driveways used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than for ingress and egress to and from their respective units.
13. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or those parts of the common elements over which the owner has exclusive use. No hanging or drying of clothes is allowed on any part of the common elements including those parts of the common elements over which the owner has exclusive use. Only seasonal furniture is allowed on balconies and the balconies shall not be used for storage.
14. No motor vehicle, camper van, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind other than a private passenger automobile or station wagon shall be parked on any part of the common elements including any designated parking spaces or those portions of the common elements of which any owner has the exclusive use, nor shall any repairs be made to any motor vehicle of any kind on any part of the common elements (except for very minor tune-ups and tire changes), and no motor vehicle of any kind shall be driven on any part of the common elements other than on a driveway or parking space.

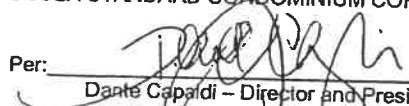
15. All unit owners are to cooperate with one another with respect to the use of the parking area. Unit owners shall use those parking spaces that are in reasonable proximity to their units or as assigned by the Board of Directors. Unit owners are allowed the use of one parking space per unit. The board shall designate a section of the parking area for use by guests or visitors.
16. No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any unit or to any portion of the common elements, except by the corporation in connection with a common television cable system.
17. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds.
18. No building or structure or tent shall be erected and no trailer either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the common elements.
19. Any loss, costs or damages incurred by the corporation by reason of a breach of any rules and regulations in force from time to time by any owner, his family, guests, servants, agents or occupants of his unit shall be borne by such owner and may be recovered by the corporation against such owner in the same manner as common expenses.

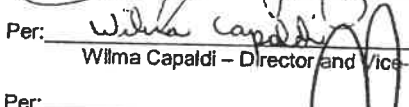
ESSEX STANDARD CONDOMINIUM CORPORATION NO. 110 hereby enacts the foregoing By-law 5 by the vote of its sole member, Westview Park Luxury Gardens Inc., which owns the common elements.

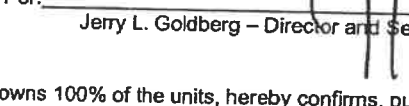
PASSED by the directors and sealed with the corporate seal this 1st day of November, 2004.

DATED at Windsor, Ontario, this 1st day of November, 2004.

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 110

Per: 
Dante Capaldi – Director and President

Per: 
Wilma Capaldi – Director and Vice-President

Per: 
Jerry L. Goldberg – Director and Secretary/Treasurer

The undersigned, which owns 100% of the units, hereby confirms, pursuant to the provisions of The Condominium Act, 1998 of Ontario, the foregoing By-law No. 5 of the Corporation signed by all of the Directors of the Corporation, as By-law No. 5 hereto, pursuant to the provisions of The Condominium Act, 1998 on the 1st day of November, 2004.

DATED this 1st day of November, 2004.

WESTVIEW PARK LUXURY GARDENS INC.

Per: 
Dante Capaldi
President

BYLAW NO. 6

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 110

BY-LAW NO. 6


BE IT ENACTED as a By-law of the Corporation that;

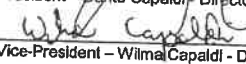
1. That the President, Vice-President and Secretary/Treasurer be and are hereby authorized to enter into an Insurance Trust Agreement dated the 28 day of October, 2004, Canada Trust Company, as the Insurance Trustee, respecting insurance for the Corporation, a copy of which said Agreement is hereto annexed.

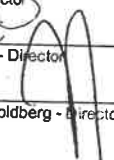
Essex Standard Condominium Corporation No. 110 hereby enacts the foregoing By-law 6 by the vote of its sole member Westview Park Luxury Gardens Inc. which owns the common elements.

DATED at Windsor, Ontario, this 28 day of October, 2004.

PASSED by the directors and sealed with the corporate seal this 28 day of October, 2004.



President - Dante Capaldi - Director


Vice-President - Wimal Capaldi - Director


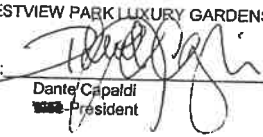
Secretary/Treasurer - Jerry L. Goldberg - Director

The undersigned, which owns 100% of the units, hereby confirms, pursuant to the provisions of The Condominium Act, 1998 of Ontario, the foregoing By-law No. 6 of the Corporation signed by all of the Directors of the Corporation, as By-law No. 6 hereto, pursuant to the provisions of The Condominium Act, 1998 on the 28 day of October, 2004.

DATED this 28 day of October, 2004.

WESTVIEW PARK LUXURY GARDENS INC.

Per:



Dante Capaldi
President

INSURANCE TRUST AGREEMENT

THIS AGREEMENT made this 28 day of October, 2004.

BETWEEN:

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 110, a corporation created under the laws of the Province of Ontario pursuant to the Condominium Act, 1998, S.O. 1998, Chapter 19, and amendments thereto (hereinafter referred to as the Act'),
(hereinafter called the "Settlor")

OF THE FIRST PART;

- and -

THE CANADA TRUST COMPANY,
(hereinafter called the "Trustee")

OF THE SECOND PART;

WHEREAS the declaration creating the Settlor and registered pursuant to the Act ("Declaration") provides that the Board of Directors of the Settlor ("Board") on behalf of the Settlor shall enter into an agreement with an insurance trustee, which agreement shall, without limiting its generality, provide for the receipt by the insurance trustee of any proceeds of insurance payable to the Settlor, the holding by the insurance trustee of such proceeds in trust for the persons entitled thereto and the disbursement by the insurance trustee of such proceeds in accordance with the provisions of the insurance trust agreement;

AND WHEREAS the parties hereto are desirous of entering into this Agreement for the purposes set forth in the Declaration, on the terms and conditions herein;

AND WHEREAS all necessary resolutions have been passed by the Board and all other proceedings taken and conditions complied with to authorize the execution and delivery by the Settlor of this Agreement;

AND WHEREAS the Settlor has obtained certain policies of insurance set forth in Schedule "A" annexed hereto;

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual covenants hereinafter contained, the parties hereto hereinafter covenant and agree to and with each other as follows:

ARTICLE 1.00- DEFINITIONS

1.1 Words and expressions used herein which are used or defined in the Act, or in the regulations made under the Act have the same meaning herein as they have therein unless otherwise defined herein or unless the context otherwise requires.

ARTICLE 2.00 - APPOINTMENT OF TRUSTEE

2.1 The Settlor hereby appoints the Trustee to act as insurance trustee pursuant to the provisions of the Declaration and By-laws of the Settlor, copies of which are submitted herewith to the Trustee.

ARTICLE 3.00 - ACCEPTANCE OF APPOINTMENT

3.1 The Trustee hereby accepts such appointment as insurance trustee and hereby agrees with the Settlor to carry out and perform its duties hereunder in a faithful, diligent and honest manner.

ARTICLE 4.00 - ACKNOWLEDGEMENT BY TRUSTEE

4.1 The Trustee hereby acknowledges that it is familiar with the provisions of the Act and of the Declaration hereinbefore referred to and acknowledges having received a copy of the Declaration.

ARTICLE 5.00 - PAYMENT BY TRUSTEE

5.1 All insurance proceeds received by the Trustee shall be held by it in trust and paid in accordance with the following terms and conditions:

In the event of:

(a) damage to the buildings, if the Trustee receives a certificate duly executed by the President or Vice-President and the Secretary of the Settlor certifying:

(i) that the Board has determined that less than twenty-five per cent (25 %) of the buildings have sustained substantial damage; or

(ii) that the Board has determined that twenty-five per cent (25%) or more of the buildings have sustained substantial damage, and that owners who own at least eighty per cent (80%) of the units have not voted to terminate within one hundred and twenty (120) days of such determination by the Board; or

(b) damage to the property or other assets of the Settlor, excluding the buildings and units,

the Trustee shall disburse the proceeds of all insurance in its hands and arising out of such damage towards the cost of repairing such damage, from time to time, as the repairs of such damage progress, upon the written request of the Settlor accompanied by the following:

(i) a certificate signed by the President or Vice-President and the Secretary of the Settlor dated not more than thirty (30) days prior to such request and counter-signed by the architect or engineer, if any, employed by the Settlor in connection with such repairs, setting forth the following:

(a) that the sum then requested either has been paid by the Settlor or is justly due to contractors, architects or other persons who have rendered services or furnished materials for repairs therein specified, the names and addresses of such persons, a brief description of such services and materials, the several amounts so paid or due to each of said persons in respect thereto;

(b) that no part of such expenditures has been or is being made the basis of any previous or then pending request for the payment of insurance proceeds then held by the Trustee, or has theretofore been paid out of such insurance proceeds;

(c) that the sum then requested, when added to all sums previously paid by the Trustee, does not exceed the value of the services and materials described in such certificate;

(d) that except for the amount, if any, stated in such certificate to be due for services or materials, there is no outstanding indebtedness known to the Board, after due enquiry, which is then due for labour, wages, materials, supplies or services in connection with such repairs, which, if unpaid, might become the basis of a lien pursuant to the Construction Lien Act by reason of such repair to the buildings or any part thereof; and

(e) specifying the person(s) to whom the payment requested is to be made and the amount to be paid to each such person(s).

(ii) an opinion of the solicitor acting for the Settlor, or other evidence reasonably satisfactory to the Trustee to the effect that there has not been filed with respect to the buildings or the property, or any part thereof, any Construction Lien which has not been discharged except such as will be discharged by payment of the amount then requested.

Any balance of proceeds of insurance remaining in the Trustee's hands after payment in full of the cost of the repairs as aforesaid, shall be paid over by the Trustee to the Settlor.

5.2 The Trustee shall not be under any duty to enquire as to the correctness of any amounts received by it on account of the proceeds of any insurance, nor shall the Trustee be under any obligation to enforce the payment of proceeds to it.

5.3 In the event of damage to the Buildings, if the Trustee receives a certificate duly executed by the President or Vice-President and the Secretary of the Settlor, certifying that the Board has determined that twenty-five per cent (25%) or more of the buildings have sustained substantial damage and that owners who own at least eighty per cent (80%) of the units have voted for termination within one hundred and twenty (120) days of such determination, that there is termination in accordance with the provisions of the Act, or otherwise, and notice of such termination has been registered in the Office of Land Titles in which the condominium is registered, the Trustee shall disburse any insurance proceeds then in its hands or thereafter received by it in the following order of priority:

(a) to any mortgagee or mortgagees to whom such loss shall be payable in any such policy or policies of insurance or who have a mortgage or charge registered in the said Office of Land Titles with respect to the unit of an owner, in satisfaction of the amount due pursuant to any liens registered by the Settlor against any such units and in satisfaction of any other registered interests in the unit in order of their respective legal priorities;

(b) to the owners of the units in the proportion of their respective common interest as set out in the Declaration as registered in the said Office of Land Titles and the names of the unit owners as registered in the said Office of Land Titles shall be conclusive as to the names of the unit owners and their respective common interests.

The Settlor shall cause a search to be conducted in the records of the said Office of Land Titles by a duly qualified solicitor retained by the Settlor, and the Trustee shall be entitled to rely, without further enquiry, upon the accuracy and completeness of the report of the said solicitor provided only that it is addressed to the Settlor, is dated within ten (10) days prior to the disbursement of funds, that it specifies the priority of the interests of the various parties in each unit and it specifies the names of the unit owners and their respective common interests.

5.4 In the event that the proceeds of insurance deposited with the Trustee are less than fifteen percent (15%) of the replacement cost of the property covered by the policy pursuant to which the proceeds of insurance were paid to the Trustee, all such proceeds shall be paid to the Settlor forthwith, notwithstanding anything herein contained to the contrary, and the Settlor covenants to apply such proceeds in compliance with its obligations pursuant to the Act and the Declaration and to indemnify the Trustee in respect of all liabilities or obligations in respect of such proceeds. The Trustee shall be entitled to rely, without independent enquiry, upon the certificate of an architect as to whether the proceeds of insurance deposited with the Trustee are less than fifteen percent (15%) of the replacement cost of the property covered by the policy pursuant to which the insurance proceeds were paid to the Trustee and shall be entitled to retain an independent architect at the expense of the Settlor for the purpose of providing such a certificate.

5.5 Subject to the terms of this Agreement, in the event that the Trustee is in receipt of proceeds of insurance from or in respect of any liability policy to which this Agreement is applicable, the Trustee shall disburse such proceeds only upon receipt of and in accordance with the written directions of the Settlor executed on its behalf by its President or Vice-President and Secretary.

ARTICLE 6.00 - DEFICIENCY OF INSURANCE PROCEEDS

6.1 The Settlor shall be promptly notified of any proceeds of insurance deposited with the Trustee on behalf of the Settlor, and the Trustee shall be under no obligation to make any payments as specified in this Agreement except out of the proceeds of insurance held in trust for the Settlor.

6.2 If, upon the receipt of any certificate referred to in section 5.1, the Trustee shall not have sufficient funds to pay the amount due and owing as set out therein, the Settlor shall be so notified by the Trustee, and the Settlor shall further notify the Trustee in writing as to which of the persons or companies set forth in the said certificate are to be paid by the Trustee and in which amounts.

ARTICLE 7.00 - NOTICE IN THE EVENT OF CANCELLATION OF INSURANCE

7.1 The Settlor and all mortgagees having an interest in the units as shown on the Settlor's records with respect to any unit shall be promptly notified of any notice of cancellation received by the Trustee. The Trustee shall not have any liability to the Settlor or any other party in the event of its inadvertent failure to provide notice in accordance with the foregoing. The Trustee shall be entitled to rely in any event on the accuracy and completeness of the Settlor's records without independent inquiry.

7.2 The Trustee shall not be under any obligation to inquire whether any insurance policy remains in force, it being the express understanding of the parties that it shall be the sole responsibility of the Settlor to obtain all required insurance policies and to ensure that same remain in force at all times.

ARTICLE 8.00 - LIABILITY AND INDEMNIFICATION OF TRUSTEE

8.1 The Trustee shall have no duties, express or implied, except those which are expressly set forth in this Agreement and shall in no way be responsible or liable for any loss, cost or damages which may result from anything done or omitted to be done by such Trustee hereunder, except in the case of negligence or bad faith. The Trustee shall be protected in acting upon any certificate, statement, request, consent, agreement or other instrument whatsoever, not only as to its due execution and validity in its effectiveness or its provisions, but also as to the truth and accuracy of any information therein contained, which it shall, in good faith, believe to be genuine, and to have been signed and presented by the proper person or persons. The Trustee shall also be protected and indemnified in acting in good faith upon any advice or legal opinion it may seek from an independent solicitor with respect to its duties, obligations and rights hereunder. The Trustee shall also be indemnified for the reasonable legal fees and disbursements of such a solicitor. Further, the Trustee shall have no responsibility with respect to any cheques deposited with it hereunder except the usual responsibilities with respect to the application of any funds paid by it pursuant to the provisions of this Agreement.

8.2 The Settlor shall reimburse the Trustee for all expenses incurred by it in connection with its duties under this Agreement and shall indemnify it and save it harmless against any and all liabilities, costs and expenses including legal fees, for anything done or omitted to be done by it in the performance of this Agreement, except as a result of negligence or bad faith.

8.3 The Trustee may become mortgagee of any or all units together with such other interests as may be attached to the ownership of such units and may enforce the covenants in the mortgage relating thereto, notwithstanding that the enforcement may be in conflict with the Trustee's duties hereunder.

ARTICLE 9.00 - TERMINATION OF AGREEMENT

9.1 At any time hereafter, the Settlor shall have the sole and unrestricted right to terminate this Agreement by not less than sixty (60) days prior written notice to the Trustee. Following such termination, upon payment to the Trustee of all fees and charges due to the Trustee hereunder, the Trustee shall turn over all sums deposited with it, remaining in its hands, to any successor Trustee appointed by the Board and of which the Trustee has been given written notice, failing which it shall turn over all such sums to the Settlor and thereupon its obligations hereunder shall cease.

9.2 The Trustee may, at any time, resign from its duties hereunder by giving to the Settlor and to all mortgagees having an interest in any of the units pursuant to a mortgage as shown on the Settlor's records not less than sixty (60) days' notice in writing thereof and its obligations hereunder, except for the payment of any sums remaining in its hands to a successor trustee, as hereinafter provided, shall cease. Following such resignation, the Settlor shall pay to the Trustee all fees and charges due to it hereunder. The Trustee herein shall turn over all sums deposited with it, remaining in its hands, to any successor Trustee appointed by the Board and of which the Trustee has been given written notice, failing which it shall turn over all such sums to the Settlor, all subject to the Trustee's rights pursuant to section 12.2 hereof, and thereupon its obligations hereunder shall cease.

ARTICLE 10.00 - MODIFICATION OR AMENDMENT OF AGREEMENT AND RIGHTS OF THIRD PARTIES

10.1 This Agreement shall not be modified or amended without the written consent of the parties hereto and any mortgagees having registered mortgages against at least ten per cent (10 %) of the Units.

10.2 Upon being advised of damage to the buildings in excess of the amount set out in section 5.4 hereof, or upon receipt of any moneys in excess of the said amount, in accordance with the terms of this Agreement, the Trustee shall notify all mortgagees having a mortgage or charge as shown on the Settlor's records where the amount received is less than \$100,000.00 and shall notify all mortgagees having a mortgage or charge registered in the aforesaid Office of Land Titles against any unit where the amount received is \$100,000.00 or more. For the purposes of giving notice in the latter event, the Settlor shall cause a search to be conducted in the records of the said Office of Land Titles by a duly qualified solicitor retained by the Settlor, and the Trustee shall be entitled to rely, without further enquiry, upon the accuracy and completeness of the report of the said solicitor provided only that it is addressed to the Settlor, is dated within ten (10) days prior to the disbursement of funds and that it specifies the priority of the interests of the various parties in each unit.

10.3 Certain provisions of this Agreement are for the benefit of the mortgagees of the units and all such provisions are covenants for the benefit of any mortgagee having an interest registered in the said Office of Land Titles against any of the units or any part of the insured property and may be enforced by such mortgagee.

ARTICLE 11.00 - ADDRESS FOR SERVICE

11.1 Any certificate, declaration or notice in writing given to the Settlor, pursuant to this Agreement, shall be sufficiently given if delivered or mailed by prepaid registered post to the Settlor at its last known address and at:

697 Front Road North
Amherstburg, Ontario N9V 2V6

or such other address as the Settlor may advise in writing from time to time.

Any certificate, declaration or notice in writing given to the Trustee pursuant to this Agreement shall be sufficiently given if delivered or mailed by prepaid registered post to the Trustee at its last known address and at:

77 Bloor Street West
19th Floor
Toronto, Ontario
M4R 2E2

or such other address as the Trustee may advise in writing from time to time.

Such certificate, declaration and notice in writing shall have been deemed to have been received on the date of delivery or third clear business day next following the date of such mailing. Each of the parties shall be entitled to rely without further inquiry on the address determined in accordance with the foregoing as being the most current and correct address of the party to whom such certificate, declaration or notice

is to be given. Each party further covenants to notify the other, in the manner provided for in this Article 11.00 of any change in its address for service.

ARTICLE 12.00 - REMUNERATION OF TRUSTEE

12.1 The Settlor shall pay the Trustee's fees and charges as set out in Schedule 'B' attached hereto which fees and charges may be changed from time to time by written notice from the Trustee to the Settlor at any time. In the event that the Settlor does not agree with any change in fees or charges made by the Trustee, it shall be entitled to terminate the within agreement pursuant to Article 9.00 hereof within sixty (60) days after receipt of the notice of change to fees or charges in which event the change shall not apply and the within agreement shall be terminated in accordance with Article 9.00 hereof. In the event that no notice of termination is delivered pursuant to Article 9.00 within the sixty (60) day period, the fees and charges of the Trustee shall be as set out in its notice to the Settlor until further changed.

12.2 The Trustee may deduct all amounts owing to it hereunder from any proceeds of insurance received by it.

12.3 In addition to any other rights which the Trustee may have, in the event that any fees, charges, reimbursement of expenses or other amounts due hereunder to the Trustee are not paid when due, the Trustee shall be entitled to enforce payment of same by legal process and all fees, disbursements, expenses or other costs incurred by the Trustee in collecting same (including all legal fees and disbursements on a solicitor and his own client scale) shall be payable by the Settlor to the Trustee.

ARTICLE 13.00 - ADDITIONAL COVENANTS OF SETTLOR

13.1 Upon request, the Settlor shall deliver to the Trustee complete and accurate copies of:

- (a) all insurance policies, renewals thereof, amendments or endorsements thereto or replacements thereof;
- (b) the Settlor's records of unit owners and mortgagees; and
- (c) copies of the Settlor's then current Declaration and By-Laws.

The Trustee shall be entitled to rely, without further enquiry upon the accuracy and completeness of such material.

13.2 The Settlor covenants to deliver to the Trustee any amendments to the Settlor's Declaration or By-Laws or any additional By-Laws it may enact.

13.3 The Settlor covenants to ensure that losses are payable to the Trustee as insurance trustee under all policies of insurance governed by this Agreement.

13.4 The Settlor specifically acknowledges and agrees that the Trustee shall have no liability or obligation to the Settlor or any other party except as is expressly provided for herein and that there are no provisions or obligations between the parties relating to matters governed hereunder, whether oral or written, express or implied except as are expressly set forth herein in writing. The Settlor covenants to indemnify and save the Trustee harmless from and against all claims, demands, liabilities, actions, suits, costs or obligations of any kind or nature whatsoever arising out of or related to the terms of this Agreement unless same results from the negligence or wilful act of the Trustee or a breach by the Trustee of the terms hereof.

ARTICLE 14.00 - ASSIGNMENT OF AGREEMENT

14.1 Neither this Agreement nor any rights or obligations hereunder shall be assignable by either party hereto without the prior written consent of the other party. Any attempted assignment without such consent shall be void. Subject thereto, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.


14.2 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. The parties hereto hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario for all purposes hereunder.

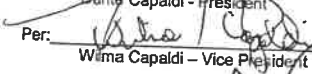
14.3 Words importing the singular include the plural and vice versa, and words importing gender include all genders.

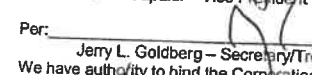
14.4 The headings contained in this Agreement are included solely for convenience of reference, are not intended to be full or accurate descriptions of the contents thereof and shall not be considered part of this Agreement or affect the construction or interpretation thereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under the seals of their proper signing officers duly authorized in that behalf as of the 22 day of October, 2004.

~~ESSEX STANDARD CONDOMINIUM CORPORATION NO. 110~~

Per: 
Dante Capaldi - President


Per: 
Wima Capaldi - Vice President

Per: 
Jerry L. Goldberg - Secretary/Treasurer
We have authority to bind the Corporation.



THE CANADA TRUST COMPANY

Per: 
Name: Stephen W. Ainsworth
Title: Executive Trust Officer

Per: 
Name: ASGAR ALI
Title: TRUST OFFICER
We have authority to bind the Corporation.

SCHEDULE "A"

INSURANCE POLICY

| | | |
|----|-----------------|---|
| 1. | Company | Dominion of Canada Insurance |
| 2. | Coverage | \$6,000,000.00 |
| | Personal Injury | \$2,000,000.00 |
| 3. | Expiry Date | November 1, 2005 |
| 4. | Policy No. | CCP0404915 |
| 5. | Insured | Essex Standard Condominium Corporation No. 110 |
| 6. | Property | 1885 Westview Boulevard, LaSalle, Ontario N9H 2R8 |

SCHEDULE "B"

The Settlor shall pay the Trustee an initial fee of One Thousand (\$1,000.00) Dollars plus GST upon the execution of this Agreement, being an initial "set-up" fee of Five Hundred (\$500.00) Dollars and the per annum retainer fee of Five Hundred (\$500.00) Dollars payable in advance.

Hereafter, this per annum retainer fee of Five Hundred (\$500.00) Dollars shall be payable in advance upon the anniversary date of this Agreement in each year during the term of this Agreement.

In the event the Trustee shall, pursuant to the provisions hereof, administer any insurance proceeds, it shall be entitled to an additional fee, payable in advance of the release of any insurance proceeds held in trust, equivalent to:

- (a) one per cent (1 %) of the first Twenty-Five Thousand (\$25,000.00) Dollars administered by it.
- (b) one-half of one per cent (1/2 of 1 %) of the next Twenty-Five Thousand (\$25,000.00) Dollars administered by it.
- (c) one-tenth of one per cent (1 / 10 of 1 %) upon the balance of funds administered by it.
- (d) the above fees shall be subject to a minimum charge of One Hundred and Fifty (\$150.00) Dollars per claim processed.
- (e) the Trustee may levy an additional charge to cover extraordinary time and effort expended in special circumstances, as agreed between the Settlor and the Trustee.

This fee may be amended from time to time by written notice from the Insurance Trustee to the Settlor in accordance with Article 12.00 hereof.

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