

TERRA NOVA RESORT CONDOMINIUM CORPORATION

DECLARATION

SPORTS VILLAS RESORT, INC.

REGISTRY OF DEEDS

Registered 22 day of July

20 11 at 9.00 O'Clock a.m.

Registration No. 112

Fee Paid \$ 570.00 Receipt No. 3334300

Zena Zegl  
Registrar of Deeds

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## DECLARATION

MADE this 26<sup>th</sup> day of June, 2011, pursuant to the *Condominium Act*, being chapter C-29 of the Revised Statutes of Newfoundland and Labrador, 1990, as amended, (the "Act"), by:

**SPORTS VILLAS RESORT, INC.**, a body corporate, organized and existing under the laws of the Province of Newfoundland and Labrador,

(the "**Declarant**")

**WHEREAS** the Declarant is the registered owner of the freehold estate in the Land;

**AND WHEREAS** the Declarant is the owner of the Building upon the Land containing a total of fifty-four (54) condominium units;

**AND WHEREAS** the Declarant intends that the Land together with all erections, including the Building, constructed thereon, shall be governed by the Act.

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

### I - INTRODUCTION

#### **1.01 Definitions**

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

- (a) "**Artwork**" has the meaning given in Section 2.03;
- (b) "**Board**" means the board of directors of the Corporation duly constituted in accordance with the provisions of the by-laws of the Corporation;
- (c) "**Building**" means the building on the Lands, containing the fifty-four (54) Units;
- (d) "**Commercial Units**" means the twenty (20) Units in the Building designated as Commercial Units in Schedule D;
- (e) "**Common Areas**" means the areas of the Building which are not Units and are designated as Common Areas on the Plan;
- (f) "**Common Elements**" means all the Property with the exception of the Units;
- (g) "**Common Expenses**" has the meaning given in Section 5.01;

- (h) **"Condominiums"** means the condominiums created by the registration of this Declaration;
- (i) **"Corporation"** means the Corporation created under the Act by the registration of this Declaration and the Plan and known as **"Terra Nova Resort Condominium Corporation"**;
- (j) **"Land"** means that piece or parcel of land and the rights annexed and appurtenant thereto situate at Port Blandford, NL, as more particularly described in Schedule A attached hereto, and in accordance with Section 4 of the Act;
- (k) **"Owner"** means the owner of a Unit;
- (l) **"Manager"** means Terra Nova Golf Estates Management Inc., a body corporate, duly incorporated under the laws of the Province of Newfoundland and Labrador;
- (m) **"Plan"** means the plans, diagrams, and specifications submitted for registration herewith by the Declarant;
- (n) **"Property"** means the Land and all erections, including the Building, thereon, and all appurtenances thereto;
- (o) **"Rental Pool"** means the rental operation for the Condominiums placed in the rental pool by their Owners, which rental pool is established and governed pursuant to a lease and Rental Pool Agreement between each Owner and the Manager;
- (p) **"Rental Pool Agreement"** means that agreement creating and establishing the terms and conditions of the Rental Pool;
- (q) **"Residential Units"** means the thirty-four (34) Units in the Building designated as Residential Units in Schedule D;
- (r) **"Resort"** means the Terra Nova Resort and Golf Community;
- (s) **"Standard Unit Furnishings"** means the contents of a Residential Unit, including without limitation, furniture, art, fixtures, appliances and kitchenware which is of a standard and type approved by the Manager, and necessary in order for the Residential Unit to be included in the Rental Pool;
- (t) **"Unit"** means every part of the Property designated as a Residential Unit or a Commercial Unit in this Declaration, and comprises the space enclosed by each of their boundaries and all material parts of the Property and Building within this space, and shall include all improvements made by the Declarant to a Unit in accordance with its structural plans notwithstanding some or all of such improvements may be made after registration of this Declaration.

Any other words and phrases used herein which are defined in the Act have the meaning given to them by the Act.

## **1.02 Schedules**

The Schedules set out below shall form part of this Agreement:

Schedule A:	Land
Schedule A-1:	Common Elements
Schedule B:	Notice to Encumbrancers
Schedule C:	Description of Units
Schedule D:	Unit/Common Element Percentages

## **1.03 Statement of Intention**

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

## **1.04 Notice to Encumbrancers**

Copies of the notices required by Section 6 of the Act to be delivered to all holders of encumbrances over the Property are attached hereto as Schedule B.

## **1.05 Voting Rights**

The Owner or Owners of each Unit shall have voting rights in the Corporation on the basis of one vote per Unit and, where two or more persons entitled to vote in respect of one Unit disagree on their vote, the vote in respect of that Unit shall not be counted.

## **1.06 Assignment of Voting Rights**

An Owner may authorize a mortgagee having a first mortgage against his or her Unit, during the continuance of the mortgage security, to vote or consent, in the place of the Owner, at all meetings of the Corporation on any or all issues on which, but for the existence of the mortgage security, the Owner would be entitled to vote or consent.

## **1.07 Exercise of Voting Rights by Mortgagee**

A mortgagee who has been granted the right to vote or consent in the place of the Owner who gave the mortgage, may exercise his or her right to vote only upon filing with the Corporation a notice (the "Voting Notice") in writing setting out the grant of the right to vote. The Voting Notice must be filed at least ten (10) days prior to the date of the meeting at which the mortgagee intends to exercise the right to vote, and must specify an address to which notices

may be sent by the Corporation. A mortgagee may appoint a proxy to vote for him or her at any meetings at which the mortgagee is by virtue of Articles 1.06 and 1.07 hereof, entitled to vote.

## **II - PROPERTY**

### **2.01 Title**

The Property which is intended by the Declarant to be governed by the Act shall consist of ALL THAT piece or parcel of land of the Declarant TOGETHER WITH all buildings and erections thereon and appurtenances appertaining thereto, situate and being in the Town of Port Blandford, in the Province of Newfoundland and Labrador, and more particularly described in Schedule A attached hereto (which said Schedule is hereby incorporated as part of this Declaration), which said piece or parcel of land has been assigned, transferred and conveyed unto the Declarant by virtue of the following Deed of Conveyance:

Coopers & Lybrand Limited, as Receivers and Managers, for St. Christopher's Resort Inc. to Sports Villas Resort, Inc., dated February 1, 1993 registered February 4, 1993 at Roll 1067, Frame 1288.

### **2.02 Description**

The Property with the Building thereon is more particularly delineated and outlined in the Plan filed herewith.

### **2.03 Artwork**

All artwork located within the Common Areas at the time of the filing of this Declaration and the creation of the Condominium Corporation (the "Artwork") shall be owned by the Declarant, and its affiliates as applicable, and shall not be part of any Unit or Common Element.

## **III - UNITS**

### **3.01 Identification**

Each Unit shall have, for identification purposes, a number assigned to it and shall be known as a "Terra Nova Resort Residential Condominium Unit" or a "Terra Nova Resort Commercial Condominium Unit" followed by the number referring to that Unit as indicated on the Plan.

### **3.02 Location**

The Location of each Unit on the Property and within the Building is more particularly shown on the Plan.



### **3.03 Boundaries**

The boundaries of each Unit are the physical surfaces described in Schedule C attached hereto.

### **3.04 Interior Layout**

It is hereby expressly declared that the interior layout and arrangement of each Unit, including the placement of partitions and the nomenclature used to describe and distinguish compartments and rooms in each Unit are, to the extent to which they may be referred to in the Declaration and Plan filed herewith, inserted for convenience and ease of description only, and are expressly declared not to be part of either this Declaration or the Plan.

### **3.05 Occupation and Use**

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

- (a) each Residential Unit shall be occupied and used as a residence for single family housing, in accordance with the Rental Pool Agreement;
- (b) each Commercial Unit shall be used for commercial purposes associated with one or more of a restaurant, dining area, pub, meeting and conference space, pro-shop area, management office, and administration functions, and all uses ancillary thereto;
- (c) no Unit shall be used, and nothing shall be done, or permitted to be done or brought into, or kept in a Unit which will give rise to an increase in rate or the cancellation or threat of cancellation of any policy of insurance maintained by the Corporation;
- (d) the Owner of each Unit shall comply, and shall require and be responsible for the compliance by all residents, visitors to, and users of, his or her Unit, with the Act, this Declaration and the By-Laws;
- (e) the Owner of each Unit shall first obtain the consent in writing of the Board before making any alterations or repairs to his or her Unit, and the Owner shall submit to the Board proper plans and specifications outlining the proposed alterations and repairs prior to the Board's granting of consent. The Board shall approve the plans and give its consent unless, in the opinion of the Board, whose opinion shall be final, the proposed alterations, repairs or the manner of carrying them out are likely to damage or impair the value of any other Unit or the Common Elements; and
- (f) nothing herein contained shall prevent and no By-Law shall be made to prevent the Declarant until all of the Units have been sold for the first time by it from completing the Building, Units and all improvements to the Property, remedying defects, maintaining construction offices, display and signs relating to the Property, provided that they are in

accordance with any applicable by-laws of the municipality in which the Property is situate.

### **3.06 Corporation Easements**

Each Unit shall be subject to, and the Owner from time to time shall be deemed to have granted and assigned to the Corporation, its successors and assigns, an easement, right and privilege:

- (a) for the provision and passage of pipes, wires, cables, conduits, ducts, flues, shafts and utility lines used or to be used for the distribution of power, water, cable television, closed circuit television, internet, intercom services, gas, air conditioning, heating, sewerage, drainage and other services within the Building and within the boundaries of each Unit which provide such services to another Unit or Units in, on or under those portions of each Unit more particularly delineated on the Plan filed herewith; and
- (b) to enter and for the servants, agents, contractors and workmen of the Corporation to enter with machinery, material, vehicles and equipment necessary for the purposes of constructing, maintaining, inspecting, altering, repairing, replacing, renewing or restoring any part or parts of the services more particularly referred to in sub-paragraph (a) hereof or appurtenances thereto or any other part or parts of the Common Elements or any Unit PROVIDED THAT the Corporation shall repair or fill in all construction or excavation and, as far as practicable, restore the surface of the Land or Building to the same condition as prior to the commencement of construction or of any subsequent work thereto.

AND each of the aforementioned easements, rights and privileges shall be and be deemed to be a covenant or obligation running with the land for the benefit of and appurtenant to the Land of the Corporation and of each of the Owners of the other Units, their heirs, executors, administrators, successors and assigns, having an interest in the Property or the Corporation.

## **IV – COMMON ELEMENTS**

### **4.01 Percentage of the Common Elements**

Each Owner of a Unit shall have an undivided interest in the Common Elements appurtenant to each Unit as a tenant in common with the Owners of the other Units. For the purposes of Sections 4 (1)(c) (i) and Section 4 (1) (c) (ii) of the Act, the percentage which each Common Element is to relate to each Unit is as set forth in Schedule D attached hereto.

### **4.02 Specification of Common Elements**

The Common Elements shall comprise all areas and spaces on the Property not specifically designated as Units and, in particular, shall include:

- (a) the portion of the Land, more particularly described in Schedule A annexed hereto, together with all improvements, landscaping and walkways;
- (b) all paths and walkways for pedestrians;
- (c) the Roofs, including all portions of the Building above the upper vertical boundary of each Unit on the top floor of the Building;
- (d) all walls (except interior partitions in a Unit) and all structural elements in the Building wheresoever situate;
- (e) All supports in the Building and all parts of the foundation, wheresoever situate;
- (f) the Building structure, including doors and windows (but excluding locks and other hardware on such doors and windows) leading from a Unit;
- (g) all stairs, stair corridors, landings and railings not being solely within the boundaries of one Unit;
- (h) all corridors, passages and ducts not being solely within the boundaries of one Unit;
- (i) all pipes, wires, cables, conduits, ducts, flues, shafts and utility lines used or to be used for the distribution of power, water, cable television, internet, heating, sewerage, drainage and other services within the Building wheresoever situate, provided that the Common Elements shall not include the fixtures, outlets and other facilities with respect to such service facilities which service one Unit only;
- (j) all electrical, mechanical and other service rooms and equipment contained therein;
- (k) all heating equipment, including without limitation, furnaces, ducts and controls and electrical services which are connected through or provide service to more than one Unit or to all or a portion of the Common Elements; but excluding electrical equipment located in and servicing one Unit only, including baseboard radiators and thermostats;
- (l) all balconies and patio areas which are not located in or contiguous to a Unit;
- (m) the swimming pool;
- (n) the elevator; and
- (o) generally, all areas and spaces in the Building not specifically designated as Units in this Declaration or on the Plan filed herewith.

#### **4.03 Use of Common Elements**

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

#### **4.04 Use and Maintenance of Balconies and Patio Areas**

Subject to the provisions of the Act, this Declaration and the By-laws, the Owner of each Unit shall have the exclusive use of:

- (a) those parts of the Common Elements which may be assigned to his or her Unit by the Board from time to time; and
- (b) any balcony or patio contiguous to his or her Unit;

but always subject to the obligation of the Owner to maintain same in accordance with the provisions of section 6.02 hereof.

#### **4.05 Restrictive Access Areas**

Without the consent in writing of the Board, no Owner of a Unit shall have any right of access to those parts of the Common Elements used from time to time as:

- (a) a utility area;
- (b) a building maintenance area;
- (c) a storage area other than a storage area that may be assigned by the Board to the Owner of a Unit for his or her exclusive use;
- (d) an area containing operating machinery; and
- (e) a guest suite.

### **V – COMMON EXPENSES**

#### **5.01 Contribution to Common Expenses**

Each Owner shall pay for the maintenance, repair and renewal of each Common Element and shall pay the expenses associated with the performance of the objects and duties of the Corporation, and shall pay the expenses listed in section 5.02 (hereinafter collectively called the "Common Expenses") in the proportion assigned to his or her Unit in Schedule D.

## **5.02 Specification of Common Expenses**

The Common Expenses shall be deemed to include:

- (a) all expenses of the Corporation incurred by it in the performance of its objects and duties whether such objects and duties are imposed under the provisions of the Act or of this Declaration or performed pursuant to any By-Law of the Corporation, including, without limiting the generality of the foregoing, the cost of borrowing money to carry out the objects and duties of the Corporation, and the repayment, including principal and interest, of debts incurred for the objects and duties of the Corporation, provided that, the borrowing of such money shall have been duly authorized under the terms of the By-Laws of the Corporation and the provisions of the Act;
- (b) all sums of money paid or payable by the Corporation on account of insurance coverage, utilities, services and maintenance, including, without limiting the generality of the foregoing, monies payable on account of:
  - snow removal, landscaping and other grounds keeping
  - insurance premiums and necessary appraisals
  - electricity respecting Common Elements
  - tree pruning and care
  - water
  - waste disposal (where applicable)
  - property maintenance and supervisory staff
  - maintenance materials, tools and supplies for the Common Elements
  - television and internet antenna or cable
  - exterior parking
  - pool heating, cleaning, upkeep and maintenance
  - insurance premiums for the Artwork
- (c) all sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the Property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the Common Elements;
- (d) all sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation;
- (e) all sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance by the Corporation of its objects and duties;
- (f) maintenance, repair, renewal and operation of the Common Elements;

- (g) the cost of electricity, water, heating, fuel and other utilities and services purchased by the Corporation for use in the Common Elements;
- (h) the remuneration payable by the Corporation to any employees engaged by the Corporation for the operation and maintenance of the Property, including the payment of any remuneration payable pursuant to any management, maintenance or lease agreement which the Corporation may enter into;
- (i) the cost of repair, maintenance and replacement of the furnishings and equipment (including exercise equipment for the gym area) for use in and about the Common Elements;
- (j) the cost of premiums for the Corporation's insurance obligations, appraisals for insurance purposes, the fees and disbursements of any insurance trustee, fidelity bonds and the cost of any other objects and duties imposed by the Act, this Declaration and the By-Laws of the Corporation;
- (k) all sums of money assessed by the Corporation for collection from the Owners to be set aside in such separate fund or funds as may be provided for by the By-Laws of the Corporation and to be applied, from time to time, in whole or in part, in the absolute discretion of the Corporation towards paying:
  - (i) deficits incurred by the Corporation;
  - (ii) the cost of major maintenance items which occur less frequently than annually; and
  - (iii) the cost of repair or replacement made necessary by damage or destruction;
- (l) all sums of money required to off-set the annual depreciation of all major capital assets of the Corporation;
- (m) the cost of all insurance obtained and maintained by the Corporation for personal property (including the Artwork) leased by the Corporation pursuant to this Declaration and the cost of all insurance obtained and maintained by the Corporation;
- (n) the cost of errors and omissions insurance covering the personal liability of each member of the Board arising out of the performance by any member of the Board of his or her duties as a member of the Board, provided however, that the individual coverage may not exceed One Million Dollars (\$1,000,000) without the prior approval of a majority of all Owners signified by a ballot cast at a meeting duly called for the purpose of approving such coverage;

- (o) any remuneration paid to members of the Board for their services as directors of the Corporation provided however, that any remuneration paid to members of the Board must first be approved by a By-Law of the Corporation; and
- (p) such other expenses reasonably associated with carrying out the duties and obligations of the Corporation as may from-time to time be specified by the Board as being Common Expenses.

### **5.03 Payment of Common Expenses**

Each Owner, including the Declarant, shall pay to the Corporation his or her proportionate share of the Common Expenses, as may be provided for by this Declaration and the By-Laws of the Corporation.

## **VI - MAINTENANCE AND REPAIRS**

### **6.01 Maintenance, Repair and Renewal of Common Elements**

The Corporation shall maintain, repair and renew the Common Elements except:

- (a) the interior drywall, sheathing abutting on the boundaries of the Units;
- (b) the interior surfaces of the window frames abutting on the boundaries of the Units and the interior surfaces of all glass panels therein;
- (c) the interior faces of doors and door frames abutting on the boundaries of the Units; the interior surfaces of all glass panels therein; and locks and other hardware on such doors, door frames and panels; and
- (d) any Common Element assigned to a Unit for the exclusive use of the Owner.

### **6.02 Maintenance and Renewal of Units**

- (a) Each Owner shall maintain, repair and renew his or her Unit, the interior drywall sheathing abutting on the boundaries of his or her Unit, the interior surfaces of the window frames abutting on the boundaries of his or her Unit and the interior surfaces of all glass panels therein, the interior faces of doors and door frames abutting on the boundaries of his or her Unit and the interior surfaces of all glass panels therein and, except where section 6.01 of this Declaration applies, each Owner shall repair his or her Unit after damage at his or her own expense. Each Owner shall maintain any Common Element assigned to his or her Unit for his or her exclusive use. The obligation of each Owner to repair his or her Unit after damage, includes the repair of all improvements made to his or her Unit by the Declarant in accordance with the architectural plans and specifications of the Declarant notwithstanding that some or all of such improvements may have been made after acceptance for registration of this Declaration and the Plan, so that

his or her Unit is restored to a state of repair at least equivalent to that at the time the Unit was originally completed for sale by the Declarant;

- (b) Each Owner shall be responsible for all damage to any and all other Units and to the Common Elements, which are caused by the failure of the Owner to so maintain, repair or renew his or her Unit, save and except for any such damage to the Common Elements for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation; and
- (c) The Corporation shall undertake any maintenance or renewal of and make any repairs to a Unit that an Owner is obliged to make and which are not made within a reasonable period of time, and in such an event an Owner shall be deemed to have consented to having such repairs made by the Corporation, and such Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all sums of money shall bear interest at such rate (not exceeding 2% above the prime rate charged by the Corporation's bankers from time to time) as the Board may decide upon. The Corporation may collect all such sums of money in such installments as the Board may decide upon, which installments shall be added to the monthly contributions towards the Common Expenses of such Owner, after receipt of a notice from the Corporation thereof. All such payments are deemed to be additional contributions towards the Common Expenses and recoverable as such.

### **6.03 Additions, Alterations or Improvements by Owners**

No Owner shall make any structural change in or to his or her Unit without the prior consent in writing of the Board. Any change shall, if approved by the Board, be made in accordance with the provisions of all relevant municipal and other governmental by-laws, regulations or ordinances and in accordance with the conditions, if any, of such approval by the Board.

## **VII - DAMAGE**

### **7.01 Procedure where damage greater than 50% of value occurs**

Where there has been a determination by the Board that there has been substantial damage to the extent that the cost of repairs would be 50% or more of the value of the Building immediately prior to the occurrence, notice of such determination shall, within ten (10) days thereof, be given by registered mail to the Owners and mortgagees entered in the register kept for such purpose, in accordance with the provisions of the By-Laws of the Corporation, and together with such notice there shall be notice to the Owners and mortgagees of a meeting called for the purpose of voting for repair, or withdrawal of the Condominium from the provisions of the Act (hereinafter referred to as "withdrawal").

### **7.02 Repair after Damages**

Where a meeting is called pursuant to section 7.01 hereof:



- (a) in the event that each of the Unit Owners and each of the mortgagees vote for withdrawal of the Condominium, they and each of them shall execute an instrument of withdrawal and otherwise comply with the provisions of section 7 of the Act to effect withdrawal of the Condominium from the provisions of the Act;
- (b) in the event that 80% or more (but less than 100%) of the Owners and mortgagees having the right to vote, vote for withdrawal of the Condominium, the Corporation at the expense of the Corporation (which expense shall be deemed to be Common Expenses) shall, pursuant to the provisions of the Act, make an application to the Supreme Court of Newfoundland and Labrador for an order permitting the withdrawal of the Condominium from the provisions of the Act;
- (c) in the event that at least 80% of the Owners and mortgagees having the right to vote do not vote for withdrawal of the Condominium, or in the event that an application to the Supreme Court of Newfoundland and Labrador for an order permitting withdrawal of the Condominium that has been made by the Corporation pursuant to section 7.02 (b) hereof is denied, the Corporation shall repair the Units and Common Elements in accordance with the architectural plans and specifications contained in the Plan, with the following provisos:
  - (i) the obligation of the Corporation to repair after damage hereunder extends to all improvements made to the Units by the Declarant in accordance with its architectural plans and specifications notwithstanding that some or all of such improvements may have been made after acceptance for registration of this Declaration and Plan, but does not include repair of any improvements made to a Unit by the Declarant or the Owner thereof which were not included in the architectural plans and specifications of the Declarant;
  - (ii) the obligation of the Corporation to repair the Units after damage shall be limited to repair in respect of all risks which are insured or insurable under any available policy or policies of insurance; and
  - (iii) each Unit Owner shall repair his or her Unit after damage in respect of all risks which are not insured or insurable under any available policy or policies of insurance.

**7.03 Damage less than 50% of value**

In the event that the Board shall determine that there has not been substantial damage to the extent that the cost of repairs would be 50% of the value of the Building, then the Corporation and such Owners whose Units have been damaged shall repair in accordance with the provisions of sections 6.01 and 6.02 of this Declaration.

#### **7.04 Plans and Specifications**

A set of plans and specifications for the Building, including plans and specifications for any additions, alterations or improvements from time to time made to the Common Elements or to any Unit shall, to the extent that the same may be available from the Declarant, be maintained in the office of the Corporation at all times for the use of the Corporation in rebuilding or repairing any damage to the Building, and for the use of any Owner.

### **VIII - INSURANCE**

#### **8.01 Fire Insurance**

The Corporation shall, to the extent obtainable, maintain fire insurance with extended coverage in respect of its obligation to repair, and in respect of the Owners' interests in the Units and the Common Elements and the Owners' obligation to repair, against damage to:

- (a) the Common Elements;
- (b) property, both real and personal, owned by the Corporation; and
- (c) the Units, including all improvements made to the Units by the Declarant in accordance with its architectural plans and specifications notwithstanding that some or all of such improvements may have been made after acceptance for registration of the Declaration and the Plan (but excluding any improvements made by the Owners thereof) in an amount equal to full replacement cost without deduction for depreciation, unless it is determined by a vote of 80% of the Owners or those persons having the right to vote in the place of such Owners, that such insurance is not available at reasonable rates, in which event the insurance shall be for the full insurable value. For the purpose of maintaining the insurance required by this section 8.01 to the full insurable value on a replacement cost basis without deduction for depreciation, the Corporation shall obtain, as determined by its Board, from time to time, an appraisal of the full replacement value of the Building including the Units and Common Elements. The expenses of such appraisals shall be a Common Expense.

#### **8.02 Contents of Policies**

The insured under all policies of insurance required by section 8.01 shall be the Corporation and the Owners of the Units from time to time and shall, to the extent obtainable, contain:

- (a) a waiver of the insurer's option to repair, rebuild or replace in the event that after damage the Property is not repaired in accordance with PART VI hereof;

- (b) a waiver of any defence by the insurer based on coinsurance, breach of a statutory condition or invalidity arising from the conduct of, or any act or omission by any insured. A stated amount co-insurance clause is sufficient compliance with the requirement for waiver of a co-insurance provision;
- (c) a waiver of subrogation against the Corporation, its manager, agents, directors, officers, employees, and servants, the Owners and any member of the household of an Owner;
- (d) an exclusive right to the Board to amend the policy and to adjust and settle claims both on its own behalf and on behalf of the Owners. The Board may, however, authorize an Owner to adjust the loss in regard to a claim arising out of damage to his or her Unit;
- (e) a provision that the policy shall be primary insurance in respect of any other insurance purchased individually by Owners;
- (f) a provision that loss is payable to an insurance trustee for any claim over \$5,000.00 if an insurance trustee is so designated by the Board; and
- (g) a provision that the insurance shall not be cancelled or substantially modified without at least sixty (60) days' written notice to the Corporation.

### **8.03 Certificates**

A copy of a certificate of the policy maintained in accordance with section 8.02 shall be provided to the Owner and mortgagees of each Unit, and a copy of a certificate of renewal or of a new insurance policy shall be provided to the Owner and mortgagees of each Unit not less than ten (10) days prior to the expiry of a policy. Mortgagees holding mortgages on 15% or more of the Units shall, if they so request, be issued a certified copy of all policies and any endorsements thereto.

### **8.04 Application of Insurance Proceeds in the Event of Loss**

- (a) The Corporation is irrevocably appointed as agent for each Owner to negotiate all claims arising under the insurance referred to in section 8.01, to receive the insurance proceeds, and to execute and deliver releases upon payment of claims;
- (b) The insurance referred to in section 8.01 shall provide that the proceeds, in the event of loss, shall be paid to the Corporation and shall be applied and disbursed as follows:
  - (i) if it has been determined by the Board pursuant to section 7.01 that substantial damage to the extent of 50% or more of the value of the Building, including the Units, has occurred, and 80% of the Owners and mortgagees of the Units having the right to vote do not vote for withdrawal of the Condominium, the proceeds shall be applied to repair the Building, including the Units, or all parts thereof,

- damaged or destroyed by the perils insured against, in accordance with the provisions of the Declaration and By-Laws;
- (ii) if each of the Owners and each of the mortgagees vote for withdrawal of the Condominium and duly execute an instrument of withdrawal and otherwise comply with the Act to effect withdrawal of the Condominium from the provisions of the Act, the proceeds shall be paid to the Owners and their respective mortgagees, if any, as their interests may appear;
  - (iii) if an application to the Supreme Court of Newfoundland and Labrador for an order permitting the withdrawal of the Condominium from the provisions of the Act is made and such an order is granted, the proceeds shall be applied as if sub-section (b)(ii) of this section 8.04 applied. If such an order is not granted the proceeds shall be applied as if sub-section (b)(i) of this section 8.04 applied; and
  - (iv) if it has been determined by the Board that substantial damage to the extent of 50% of the value of the Building, including the Units, has not occurred, or if the Board makes no determination, the proceeds shall be applied to repair of the Building, including the Units, or all parts thereof destroyed by the perils insured against, in accordance with the provisions of the Declaration and By-Laws;
- (c) All decisions with regard to reconstruction, repair, adjustment or losses, letting of reconstruction or repair contracts, except the decision whether or not to reconstruct or repair, (which decision shall be made as provided in sections 7.01, 7.02 and 7.03); hereof shall be made by the Board. The authority of the Corporation in this regard shall include the type of materials to be used, and the timing and method of reconstruction. The decoration and interior finishing of each Unit shall be in the discretion of the Owner of that Unit; provided that (i) any excess in the cost of such interior decorating of a Unit over and above the cost of restoring the Unit to its original condition shall be paid by the Owner, and (ii) decoration and interior furnishing shall be subject to the Standard Unit Furnishings.

#### **8.05 Mortgage Provisions**

- (a) Waiver by Mortgagee - No mortgage may be placed against any Unit unless the mortgagee agrees that all insurance proceeds of policies carried on or paid by the Corporation may be used to repair or rebuild the Property, and waives the mortgagee's rights, whether statutory or otherwise, to have those proceeds applied on account of his or her mortgage or otherwise applied so as to prevent the application of the proceeds towards the repair or rebuilding of the Property pursuant to sections 7.01, 7.02 and 7.03;
- (b) Exception where special insurance available - Notwithstanding sub-section 8.5 (a) above, a mortgage may be placed on a Unit which entitles the mortgagee to have insurance proceeds applied on account of his or her mortgage if the Corporation is satisfied that the mortgagee's rights are with regard to an additional policy and that the additional policy will not be brought into contribution with the master policy and the mortgagee will have

no rights with regard to the proceeds of the master policy. In such event, the Corporation must be satisfied that the reconstruction of the Property after damage will not be interfered with by such arrangement, and may, notwithstanding anything herein contained, arbitrarily withhold its consent to the Unit Owner or mortgagee placing such additional insurance. Upon so consenting, the Corporation shall deliver a certificate of such consent to the mortgagee; and

- (c) No mortgage of any Unit or Units shall contain a provision requiring that any insurance policy placed by the Corporation shall be assigned, transferred and delivered unto the mortgagee, but may contain a provision requiring that receipts or other evidence indicating that insurance has been placed by the Corporation on the Building, including the Units, in accordance with the provisions of this Declaration and the By-Laws, be delivered to the mortgagee.

#### **8.06 Additional Insurance by Owners**

Each Owner shall carry at the minimum, a standard condominium insurance package on improvements made to his or her Unit, for the furniture, fixtures, artwork and equipment of the Owner contained in the Unit, and for loss of use and occupancy in the event of damage.

#### **8.07 Public Liability Insurance**

- (a) The Corporation shall obtain and maintain public liability and property damage insurance insuring the liability of the Corporation in such amounts, if any, as may be deemed advisable by the Board, and shall maintain such special insurance as may be required by the nature of any mechanical systems of the Property; and
- (b) Each Owner may carry public liability insurance covering any liability of that Owner with regard to the Property or his or her Unit.

### **IX - INDEMNIFICATION**

#### **9.01 Indemnity**

- (a) Each Owner shall indemnify and save harmless the Corporation its officers, directors and employers, from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by any act or omission of such Owner, his or her family or any member thereof, any other occupants of his or her Unit or any guests, invitees or licensees of such Owner or occupant 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; and
- (b) Any sums of money to be paid by an Owner to the Corporation pursuant to this section 9.01 shall include any legal or collection costs incurred by the Corporation in order to

collect such sums of money. And all such sums of money shall bear interest at such rate of interest (not exceeding 2% above the prime rate charged by the Corporation's bankers from time to time) as the Board may decide upon. The Corporation may collect such sums of money in such installments as the Board may decide upon, which installments shall be added to the monthly contribution towards the Common Expenses of such Owner, after receipt of notice from the Corporation thereof. All payments pursuant to this section 9.01 are deemed to be additional contributions towards the Common Expenses and recoverable as such.

## **X - EXPROPRIATION**

### **10.01 Expropriation In Whole of the Property**

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

Notwithstanding the above, each Owner shall be separate to negotiate and settle his or her personal compensation for additions, alterations or improvements made by the Owner to his or her Unit after the acceptance for registration of this Declaration, the cost of moving and other similar items personal to each Owner.

### **10.02 Part of Common Elements only Taken**

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

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

### **10.03 Partial Expropriation Including Units**

In the event of a partial expropriation which includes some Units, each Owner whose Unit is expropriated shall deal with the expropriating authority with regard to compensation relating to his or her Unit and interest in the Common Elements. The compensation for any damage suffered by the remaining Owners whose Units are not expropriated shall be negotiated and settled by the Board, whether or not proceedings are necessary; and the compensation so received from the expropriating authority, less expenses involved, if any, in obtaining such compensation, shall be distributed proportionately among such remaining Owners, except as required in connection with the restoration of the balance of the Property.

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

### **10.04 Reconstitution of Scheme of Condominium after Expropriation**

In the event of expropriation as provided in this PART X hereof, all of the Owners and other persons having an interest in or encumbrances against any part of the Property agree to do everything necessary and sign such documents and so vote on all occasions as may be necessary to reconstitute the scheme of the Condominium Property as follows:

- (a) any Owners whose Units have been wholly taken or rendered completely unusable shall have no further interest in the Common Elements or the Property itself but shall be entitled only to receive the value of their share of the assets of the Corporation as determined by their percentage interest in the Common Elements;
- (b) determination of value of the remaining portion of any Unit partially expropriated or rendered partially unusable by the expropriation and/or reconstruction, together with the interest in the Common Elements of such partial Unit, shall be determined, but if it cannot be determined, shall be arbitrated. The Owners of portions so taken shall receive the appropriate portion of the payment provided by paragraph (a) of this section 10.04;
- (c) the percentage contribution towards Common Expenses and the percentage interest in the Common Elements of all Units and portions of Units that are taken by the expropriation shall thereafter be dissolved and ended; and
- (d) the remaining interests in the Common Elements and the percentage obligations towards Common Expenses shall be determined by calculating this percentage as a percentage of the total percentages left in the Property after its reconstruction, and shall be increased accordingly.

## XI - RENTAL POOL

### 11.01 Residential Units in Rental Pool

Each Residential Unit is in the Rental Pool, and each Owner shall enter into a lease and a Rental Pool Agreement with the Manager in such form as the Manager may determine from time to time.

## XII - GENERAL MATTERS AND ADMINISTRATION

### 12.01 Rights of Entry

- (a) The Corporation, or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the Common Elements over which any Owner has the exclusive use and possession thereof, at all reasonable times and upon giving reasonable notice, for the purpose of making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the Property or carrying out any duty imposed upon the Corporation.
- (b) In case of emergency, an agent of the Corporation may enter a Unit at any time and without notice, for the purpose of repairing the Unit, Common Elements, or part of the Common Elements over which any Owner has the exclusive use and possession thereof, or for the purpose of correcting any condition which might result in damage or loss to the Property.
- (c) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit, except as specifically provided in this Declaration or the By-Laws.

### 12.02 Major Alterations or Additions

- (a) Notwithstanding any other provisions contained in this Declaration, the Corporation shall not make any major alterations to, or major additions to, the assets of the Corporation without the prior approval of 80% of all Owners given by ballot at a meeting held for the purposes of such approval, and all ballots cast with respect to such approval shall be recorded by the secretary or chairman of the meeting; and
- (b) Any Owner who voted against the approval of a major alteration or addition to the assets of the Corporation may, within fifteen (15) days of the date of the meeting at which approval was given deposit a notice in writing ("Sale Notice") with the Corporation, requiring the Corporation to purchase his or her Unit and naming a price in the Sale Notice for which he shall sell his or her Unit to the Corporation, and the Corporation shall purchase his or her Unit at the price named in the Sale Notice or at the fair market value of the Unit, whichever is less. The fair market value of the Unit to be purchased by the Corporation shall be determined by a duly qualified real estate appraiser appointed by



the Board, and his or her determination shall be final and binding on the Corporation and on the selling Unit Owner. The purchase shall be completed within sixty (60) days of the date of the final determination of the price to be paid by the Corporation for the Unit. For the purposes of this section 12.02, the Sale Notice, when validly given, shall constitute a binding agreement of purchase and sale between the Corporation and the Unit Owner who delivered the Sale Notice, provided however, there shall be no binding agreement of purchase and sale and the Corporation shall be under no obligation to purchase the Unit in respect of which the Sale Notice was given if the approval of the major alteration or addition in respect of which the Sale Notice was given was made conditional upon such Sale Notice being delivered.

### **12.03 Records**

The Corporation shall keep the following records:

- (a) a register upon which shall be entered the name of each Owner or mortgagee who notified the Corporation of his or her right to vote, and of the address for service;
- (b) proper books of account and records of the financial affairs of the Corporation;
- (c) a Corporate Minute Book setting out the minutes of all meetings of the Board and of the members of the Corporation;
- (d) copies of all By-Laws of the Corporation;
- (e) copies of all agreements entered into by the Corporation or on its behalf including the management contracts, deeds, leases and licenses;
- (f) all available architectural, structural, engineering, mechanical, electrical and plumbing plans and the original specifications indicating all material changes, relating to the Buildings;
- (g) all available plans for underground site service, site grading, drainage, and landscaping relating to the Property;
- (h) bills of sale or transfers for all items that are assets of the Corporation but not part of the Property; and
- (i) such other matters or things as may be specified in the By-Laws of the Corporation.

### **12.04 Financial Review**

In each year, at a meeting duly called for the purpose, the Owners or other persons having the right to vote, shall appoint an accountant to hold office until the close of the next annual meeting. The accountant shall examine the financial records of the Corporation and report to the Owners his or her findings and, in particular, shall report to the Owners and other persons having

the right to vote, on the financial statements to be laid before such person at any meeting during his or her term of office. The accountant of the Corporation has a right of access at all times to all records, documents, accounts and vouchers of the Corporation. The accountant of the Corporation is entitled to attend any meeting of the Corporation and to receive all notices and other communications related to any meeting that an Owner or other person having the right to vote is entitled to receive, and to be heard at any such meeting that he or she attends on any part of the business of the meeting that concerns him or her as accountant.

#### **12.05 Financial Statements**

The Board shall, in each year, discuss before a meeting of the Owners duly called for such purpose:

- (a) financial statements made in accordance with Canadian generally accepted accounting principles; and
- (b) any further information respecting the financial position of the Corporation as the By-Laws of the Corporation require.

A copy of the financial statements shall be sent by prepaid mail, or delivered by the Corporation, to each Owner at his or her latest address as shown on the records of the Corporation at least ten (10) days prior to the date of the meeting at which they will be laid before the members by the Board.

#### **12.06 Reserve Fund**

The Corporation shall establish and maintain a fund into which shall be paid all sums of money levied against the Owners within the year to offset the annual depreciation of all major capital assets of the Corporation, including, without limiting the generality of the foregoing, sewers, elevators, water pipes and the swimming pool. This fund shall be designated the Reserve Fund of the Corporation. No part of the Reserve Fund may be used for any purpose except the replacement and renewal of the major capital assets of the Corporation,

#### **12.07 Units Subject to Declaration, By-Laws, Rules and Regulations**

- (a) All present and future Owners, tenants, and residents of Units, their families, guests, invitees or licensees, shall be subject to, and shall comply with, the provisions of this Declaration and the By-Laws. The acceptance of a deed or transfer, the entering into of a lease, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration and the By-Laws as they may be amended from time to time, are accepted and ratified by such Owner, tenant or resident, and all such provisions shall be deemed and taken to be covenants running with the Unit, and shall bind any person having, at any time, any interest or estate in such Unit as though such provisions were recited and stipulated in full in each and event such deed or transfer, lease or occupation agreement; and

- (b) It is hereby declared, and by the acceptance of a deed or transfer of a Unit the Owner of a Unit from time to time shall be taken as having acknowledged, that it is contemplated that the Common Elements may be extended to include other facilities not specified in the Declaration and Plan and that the Common Expenses may thereby increase accordingly, but nothing herein shall be taken as imposing any obligation upon the Declarant or the Board to so extend the Common Elements.

#### **12.08 Invalidity**

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

#### **12.09 Rule against Perpetuities**

If any of the options, privileges, covenants or rights created in this Declaration would otherwise violate the rule against perpetuities or any other statutory or common law rules imposing time limits within which the said options, privileges, covenants or rights must vest to be valid, then such options, privileges, covenants or rights shall continue only until twenty one years after the death of the survivor of the now living, lawful lineal descendants of His Late Majesty King George V of the United Kingdom.

#### **12.10 Waiver**

The failure to take action to enforce any provision contained in the Act, this Declaration, or the By-Laws 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.

#### **12.11 Resolution of Conflict Provisions**

In the event of a conflict between the provisions of the Act, this Declaration or the By-Laws, the provisions of the Act shall govern; subject to the Act, the provisions of this Declaration shall govern; subject to the Act and this Declaration, the provisions of the By-Laws shall govern.

#### **12.12 Election of First Directors**

As soon as possible after registration of the Declaration, the Declarant may, without notice, appoint one (1) initial Director of the Corporation to serve until the Board is elected at the first meeting of the members of the Corporation held in accordance with the By-laws of the Corporation. The Board so appointed and constituted may, without notice, hold its first meeting provided a quorum of Directors is present.

**12.13 Notice**

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

**12.14 Address for Service**

The address for service of all documents served or to be served on the Corporation is, until notice to the contrary is filed in the applicable public registry, as follows:

Terra Nova Resort Condominium Corporation  
Port Blandford, NL A0C 2G0

**12.15 Interpretation**

In this document, unless the context otherwise requires, words importing the singular number only shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neuter gender; and words importing person shall include companies, corporations, partnerships, trusts, and the like.


DATED at St. John's, in the Province of Newfoundland and Labrador; this 26<sup>th</sup> day of June, 2011.

IN WITNESS WHEREOF the Declarant has signed this Declaration.

SIGNED in the presence

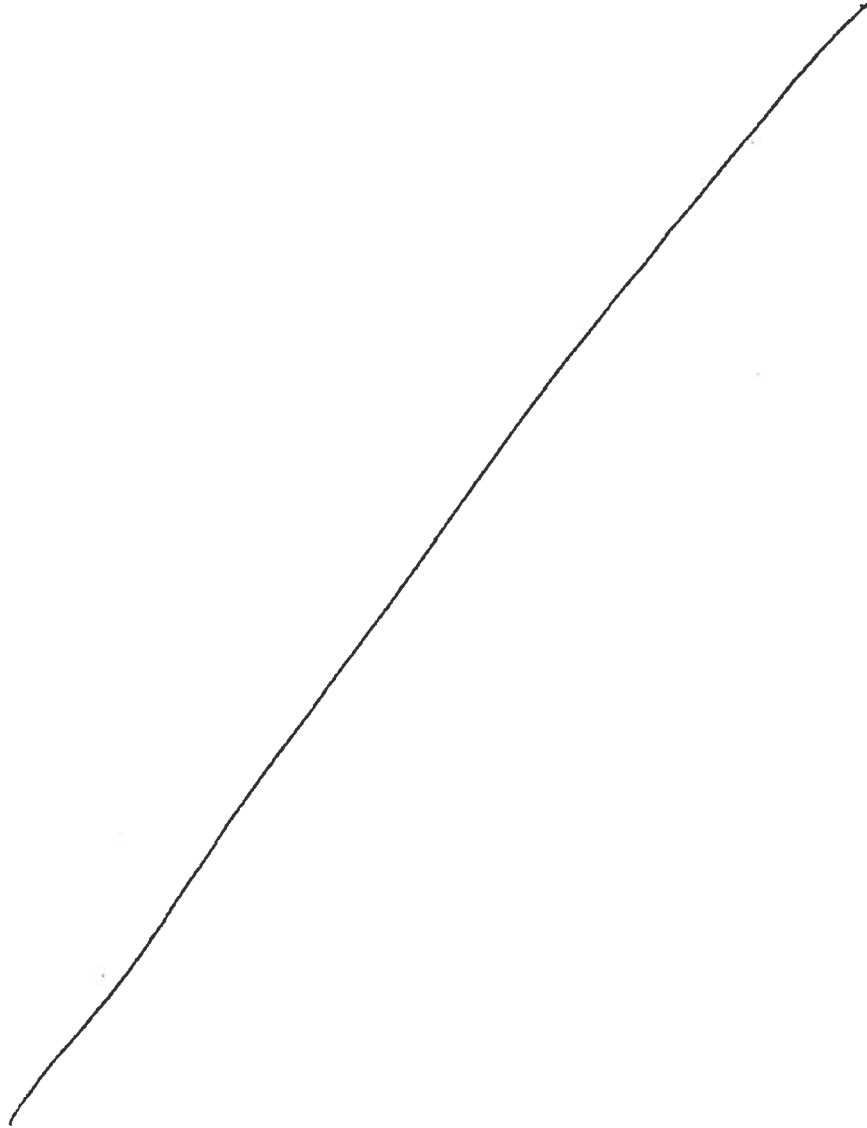
SPORTS VILLAS RESORT, INC.

Per: 

  
\_\_\_\_\_  
(D. Drake - NL)

SCHEDULE A

LAND



**SCHEDULE "A"**

**TERRA NOVA RESORT CONDOMINIUM,  
PORT BLANDFORD, NL**

**ALL THAT** piece or parcel of land situate and being in the Town of Port Blandford, in the Electoral District of Terra Nova abutted and bounded as follows:

**THAT IS TO SAY:** Beginning at a point on the north eastern limit of an ACCESS EASEMENT ( Sports Villas Resort INC. ), the said point having coordinates N 5 361 098.18 metres and E 216 205.84 metres of the Three Degree Modified Transverse Mercator Projection ( NAD-83 ) for the Province of Newfoundland and Labrador;

**THENCE** along the said north eastern limit of an ACCESS EASEMENT ( Sports Villas Resort INC. ) along the arc of a curve having a radius of one hundred and three decimal seven six ( 103.76 ) metres to a point, the said point being distant thirty decimal eight two ( 30.82 ) metres as measured on a bearing of north fifty-four degrees twenty-one minutes thirty-five seconds west ( N 54-21-35 W ) from the last mentioned point;

**THENCE** along the said north eastern limit of an ACCESS EASEMENT ( Sports Villas Resort INC. ) north thirty-four degrees nineteen minutes zero zero seconds east ( N 34-19-00 E ) seven decimal four two ( 7.42 ) metres, north twenty-four degrees thirty-three minutes fifty-five seconds west ( N 24-33-55 W ) forty-five decimal six zero ( 45.60 ) metres, south seventy-five degrees thirty-seven minutes fifteen seconds west ( S 75-37-15 W ) six decimal two four ( 6.24 ) metres, north twenty-eight degrees zero four minutes twenty-five seconds west ( N 28-04-25 W ) fifteen decimal zero seven ( 15.07 ) metres, north eighty-four degrees eleven minutes twenty seconds west ( N 84-11-20 W ) thirty-four decimal nine three ( 34.93 ) metres;

**THENCE** along the said north eastern limit of an ACCESS EASEMENT ( Sports Villas Resort INC. ) along the arc of a curve having a radius of nine decimal zero six ( 9.06 ) metres to a point, the said point being distant four decimal zero three ( 4.03 ) metres as measured on a bearing of south eighty-five degrees twenty-one minutes fifty-five seconds west ( S 85-21-55 W ) from the last mentioned point;

**THENCE** along the said north eastern limit of an ACCESS EASEMENT ( Sports Villas Resort INC. ) south seventy-four degrees twenty-two minutes fifteen seconds west ( S 74-22-15 W ) four decimal three five ( 4.35 ) metres;

**THENCE** along the said north eastern limit of an ACCESS EASEMENT ( Sports Villas Resort INC. ) along the arc of a curve having a radius of eight decimal four three ( 8.43 ) metres to a point, the said point being distant six decimal eight nine ( 6.89 ) metres as measured on a bearing of north seventy-nine degrees twenty-one minutes thirty seconds west ( N 79-21-30 W ) from the last mentioned point;

**THENCE** along the said north eastern limit of an ACCESS EASEMENT ( Sports Villas Resort INC. ) north fifty-five degrees thirty-eight minutes ten seconds west ( N 55-38-10 W ) two decimal five five ( 2.55 ) metres, north fifty degrees zero two minutes ten seconds west ( N 50-02-10 W ) twenty-five decimal two six ( 25.26 ) metres;

**THENCE** along the north eastern limit of an ACCESS EASEMENT ( Sports Villas Resort INC. ) and by property of Sports Villas Resort INC. north forty-eight degrees thirty-nine minutes zero zero seconds east ( N 48-39-00 E ) twenty-four decimal two four ( 24.24 ) metres;

**THENCE** by property of Sports Villas Resort INC. north eighty-six degrees seventeen minutes thirty seconds east ( N 86-17-30 E ) nine decimal five nine ( 9.59 ) metres, south eighty-three degrees thirty-six minutes ten seconds east ( S 83-36-10 E ) thirteen decimal one zero ( 13.10 ) metres, north five degrees zero zero minutes forty seconds east ( N 5-00-40 E ) six decimal four one ( 6.41 ) metres, south eighty-seven degrees thirty-eight minutes ten seconds east ( S 87-38-10 E ) nine decimal three eight ( 9.38 ) metres, north six degrees forty-four minutes zero five seconds east ( N 6-44-05 E ) eight decimal two three ( 8.23 ) metres;

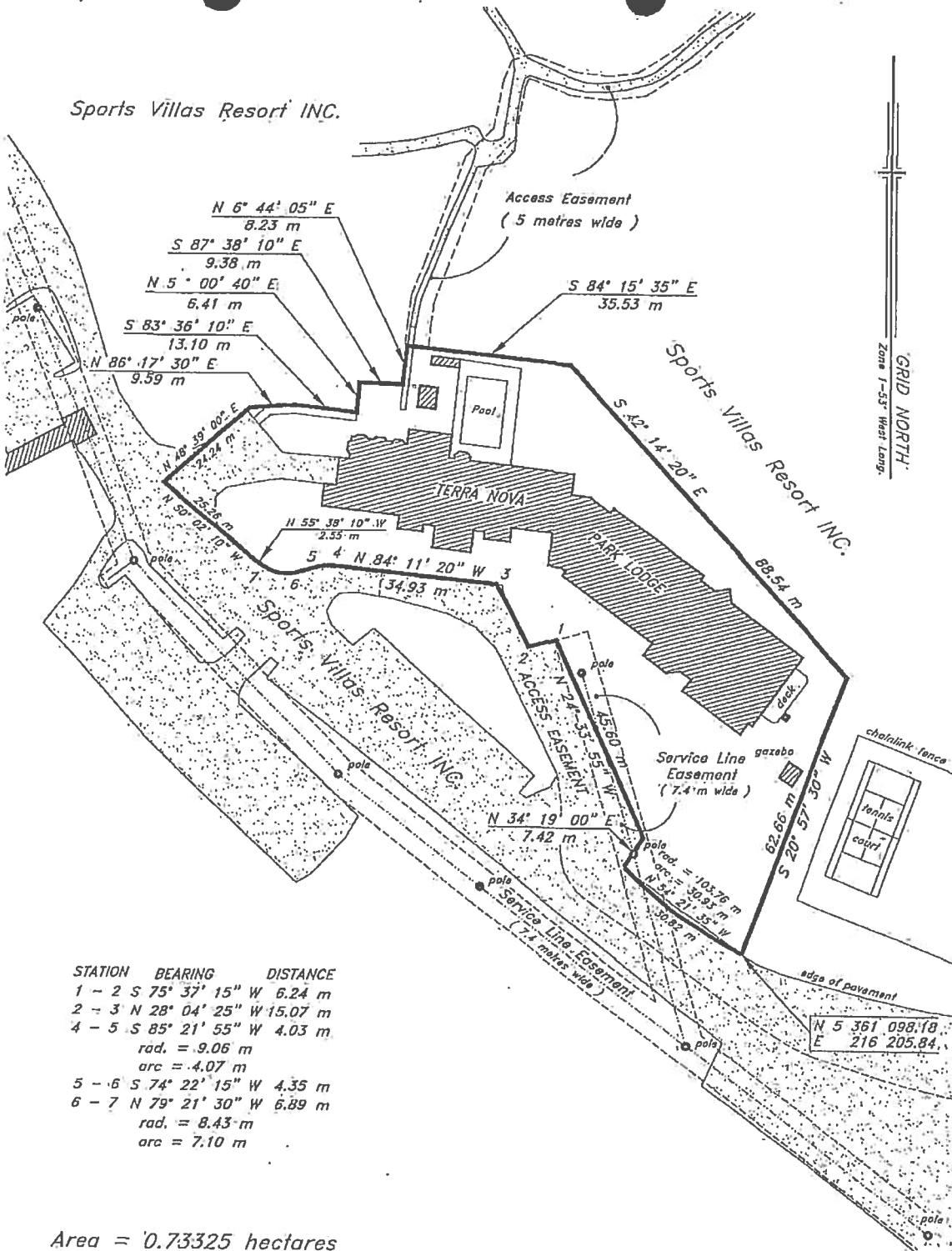
**THENCE** along the southern limit of an Access Easement and by property of Sports Villas Resort INC. south eighty-four degrees fifteen minutes thirty-five seconds east ( S 84-15-35 E ) thirty-five decimal five three ( 35.53 ) metres;

**THENCE** by property of Sports Villas Resort INC. south forty-two degrees fourteen minutes twenty seconds east ( S 42-14-20 E ) eighty-eight decimal five four ( 88.54 ) metres, south twenty degrees fifty-seven minutes thirty seconds west ( S 20-57-30 W ) sixty-two decimal six six ( 62.66 ) metres, more or less to the point of beginning and containing an area of 0.73325 hectares .

The above described piece or parcel of land is subject to an Access Easement ( 5.0 metres wide ) leading from the above described parcel of land across the property of Sports Villas Resort INC. extending to the waters of CLODE SOUND and ALSO an Access Easement extending across the property of Sports Villas Resort INC. to the MAIN ROAD through Port Blandford and ALSO a portion of a Service Line Easement ( 7.4 metres wide ) extending into the property as shown on the plans hereto attached.

All bearings refer to the above mentioned Projection.

Sports Villas Resort INC.



STATION	BEARING	DISTANCE
1 - 2	S 75° 37' 15" W	6.24 m
2 - 3	N 28° 04' 25" W	15.07 m
4 - 5	S 85° 21' 55" W	4.03 m
	rad. = 9.06 m	
	arc = 4.07 m	
5 - 6	S 74° 22' 15" W	4.35 m
6 - 7	N 79° 21' 30" W	6.89 m
	rad. = 8.43 m	
	arc = 7.10 m	

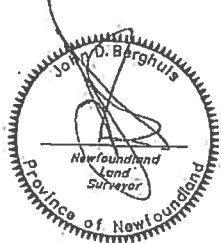
Area = 0.73325 hectares

NOTE ○ CIB - CAPPED IRON BAR  
 ○ IB - IRON BAR  
 Fd. - FOUND

- NO SCALE FACTOR USED  
 ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES

**CONTROL MONUMENTS**  
 ('NAD-83)

634043	N 5 362 646.193
	E 216 203.616
634044	N 5 361 426.209
	E 215 295.437



(((CONTROL SURVEYS LTD.  
 NEWFOUNDLAND LAND SURVEYORS  
 39 MARINE DRIVE, A5A 1M5 -- Tel: (709) 466-3666  
 Clarenville Newfoundland

SURVEY ON BEHALF OF  
 TERRA NOVA CONDOMINIUM CORP.

Port Blandford Newfoundland

SCALE:	1 : 1000	JOB No.:	2011-115
DATE:	January 20, 2011	SURVEY BY:	J.D.B.



waters of  
GLODE SOUND

Sports Villas Resort INC.

GRID NORTH  
Zone 1-53 West Long.

Sports Villas Resort INC.

TRAILWAYS PROVINCIAL PARK  
( 20 metres wide )

ACCESS EASEMENT  
MAIN ACCESS ROAD

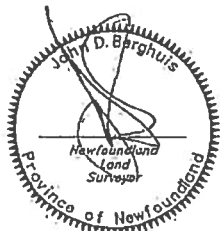
MAIN ROAD

NOTE (C) CIB CAPPED IRON BAR  
(O) IB IRON BAR  
Fd. FOUND  
- NO SCALE FACTOR USED  
ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES

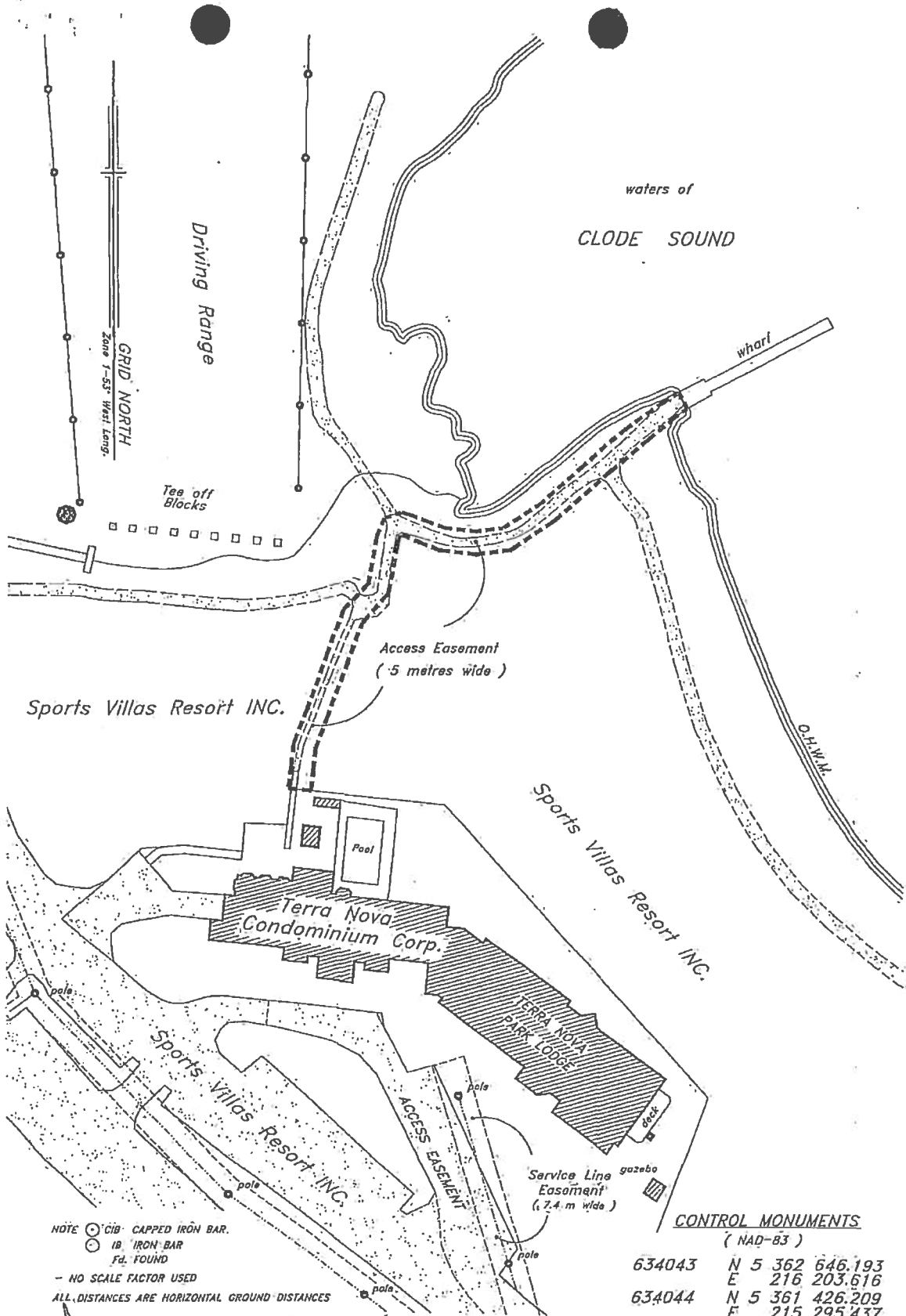
**CONTROL MONUMENTS**

( NAD-83 )

634043	N 5 362	646.193
	E 216	203.616
634044	N 5 361	426.209
	E 215	295.437



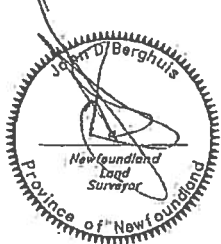
<b>(((CONTROL SURVEYS LTD.</b> NEWFOUNDLAND LAND SURVEYORS 39 MARINE DRIVE, ASA 1M5 - Tel: (709) 466-3666		Clarenville Newfoundland
SURVEY PLAN SHOWING ACCESS EASEMENT TO TERRA NOVA CONDOMINIUM CORP.		
Port Blandford		Newfoundland
SCALE:	1 : 2000	JOB No.: 2011-115
DATE:	January 20, 2011	SURVEY BY: J.D.B.



NOTE ○ CIB - CAPPED IRON BAR.  
 ○ IB - IRON BAR  
 Fd. FOUND  
 - NO SCALE FACTOR USED  
 ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES

**CONTROL MONUMENTS**  
 ( NAD-83 )

634043	N 5 362 646.193
	E 216 203.616
634044	N 5 361 426.209
	E 215 295.437



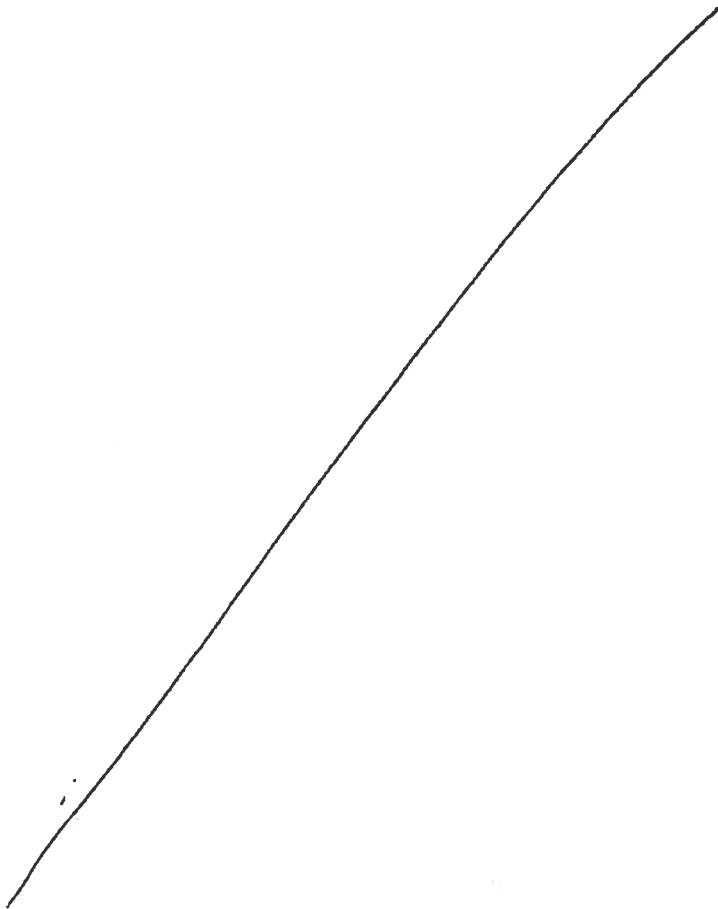
(((CONTROL SURVEYS LTD.))  
 NEWFOUNDLAND LAND SURVEYORS  
 39 MARINE DRIVE, ASA 1M5 - Tel: (709) 468-3666

Clarenville		Newfoundland
SURVEY PLAN SHOWING ACCESS EASEMENT TO CLODE SOUND FOR TERRA NOVA CONDOMINIUM CORP.		
Port Blandford		Newfoundland
SCALE:	1 : 1000	JOB No.: 2011-115
DATE:	January 20, 2011	SURVEY BY: J.D.B.

SCHEDULE A-1

COMMON ELEMENTS

Common Elements are designated in grey within the Building and are designated as "common elements" outside the Building



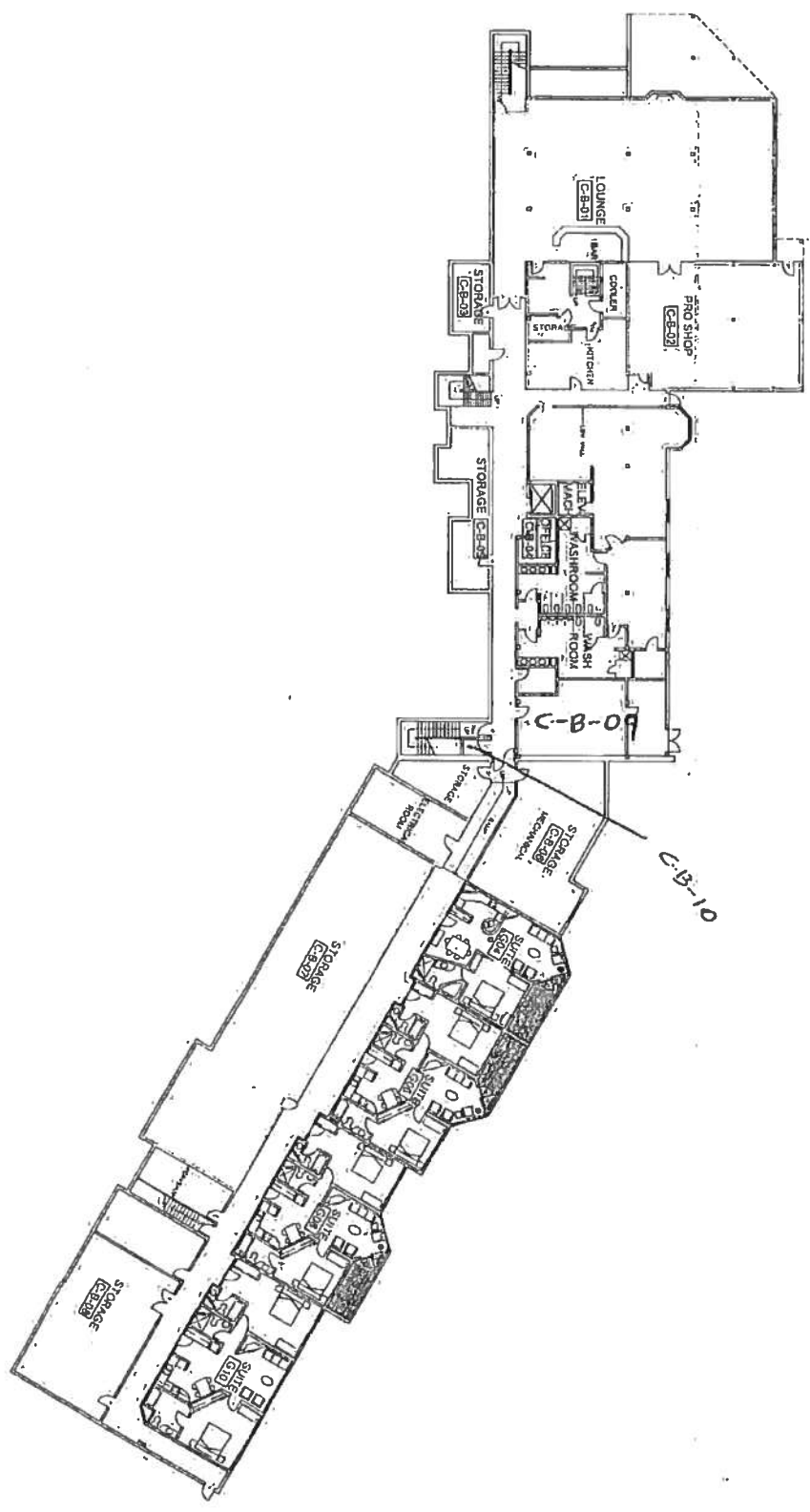
**SHEPPARD CASE**  
 ARCHITECTS  
 1000 N. 10th St.  
 Fort Lauderdale, FL 33304  
 Phone: 754.331.1111  
 Fax: 754.331.1112

Project: ST. CHRISTOPHER'S RESORT  
 FORT BLANCKFORD

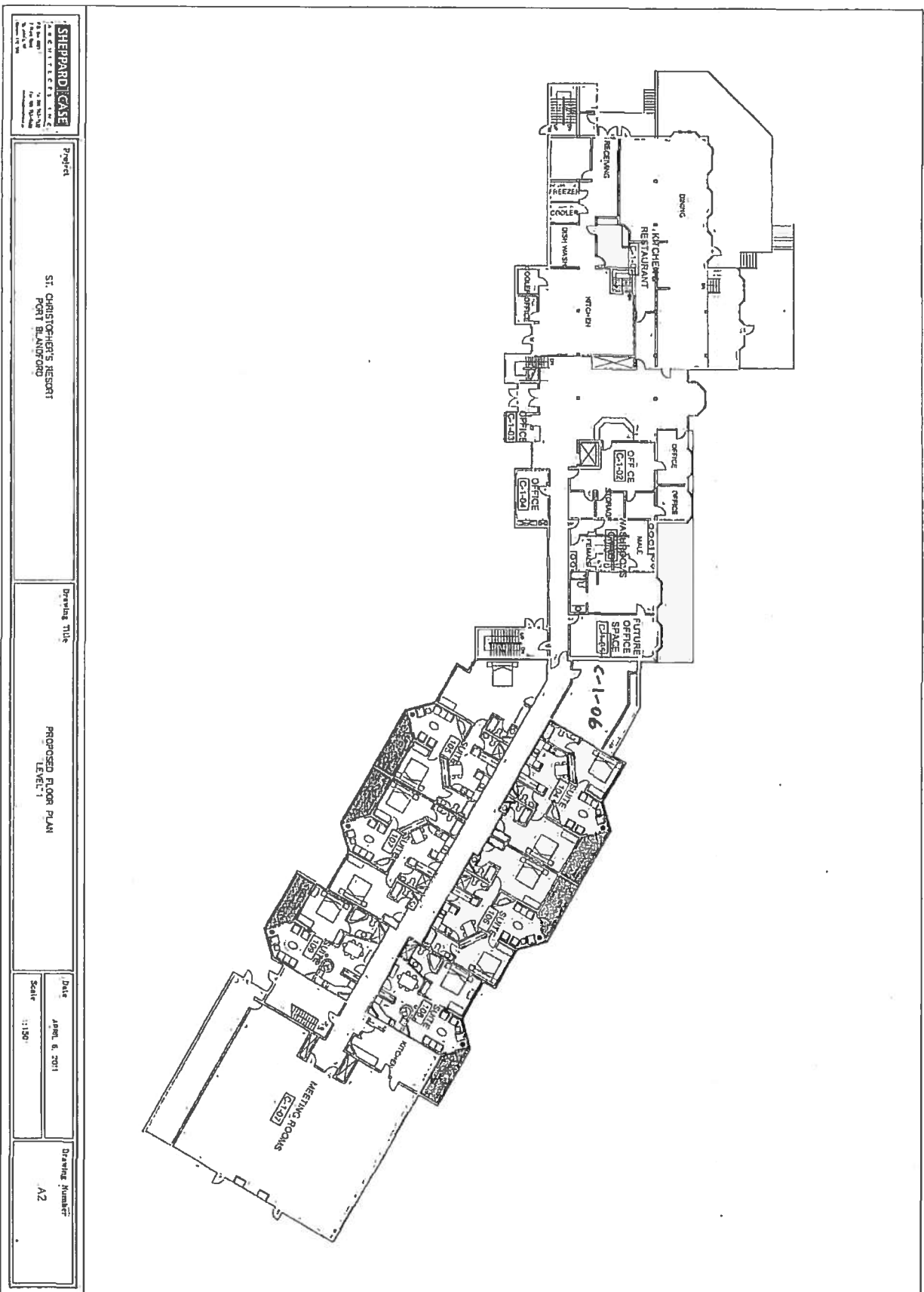
Drawing Title: PROPOSED FLOOR PLAN  
 BASEMENT LEVEL

Date: APRIL 8, 2011  
 Scale: 1/120

Drawing Number: A1



**LEGEND**  
 Residential Units - ORANGE  
 Commercial Units - BLUE  
 Common Elements - GREY



**SHEPARD/CASE**  
 ARCHITECTS  
 1000 N. 10th St.  
 Suite 100  
 Phoenix, AZ 85004  
 Phone: 602.254.1100  
 Fax: 602.254.1101  
 www.shepardcase.com

Project  
 ST. CHRISTOPHER'S RESORT  
 PORT BLAINDFORD

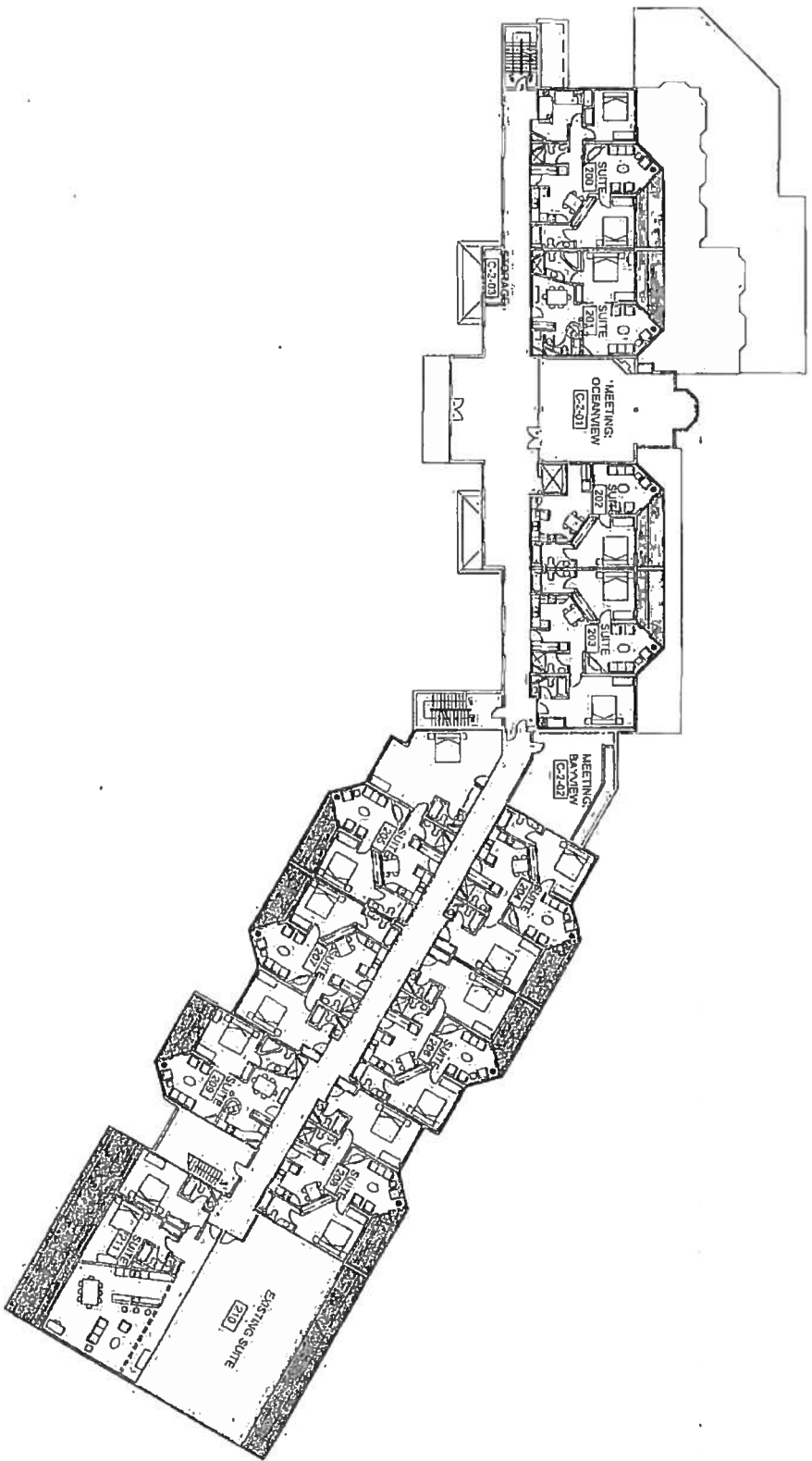
Drawing Title  
 PROPOSED FLOOR PLAN  
 LEVEL 1

Date  
 April 6, 2011

Scale  
 1/8" = 1'-0"

Drawing Number  
 A2

**LEGEND**  
 Residential Units - ORANGE  
 Commercial Units - BLUE  
 Common Elements - GREY



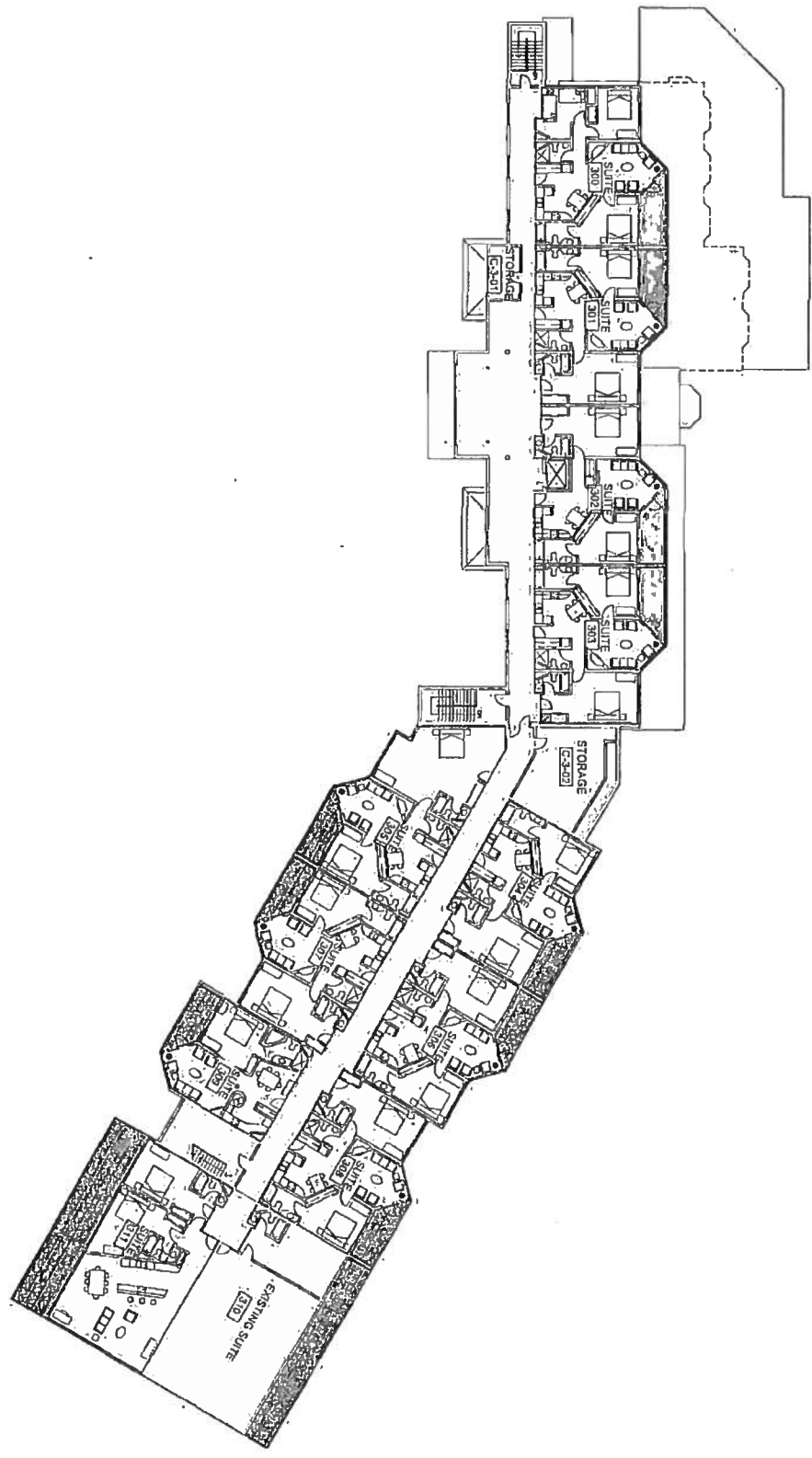
<b>SHEPARD GASE</b> ARCHITECTS 1000 BAYVIEW PORT BLANFORD TEL: 254-281-1111 FAX: 254-281-1112 WWW: SHEPARDGASE.COM		Project <b>ST. CHRISTOPHER'S RESORT          PORT BLANFORD</b>	Drawing Title <b>PROPOSED FLOOR PLAN          LEVEL 2</b>	Date June 8, 2011 Scale 1:150	Drawing Number <b>A3</b>
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**LEGEND**

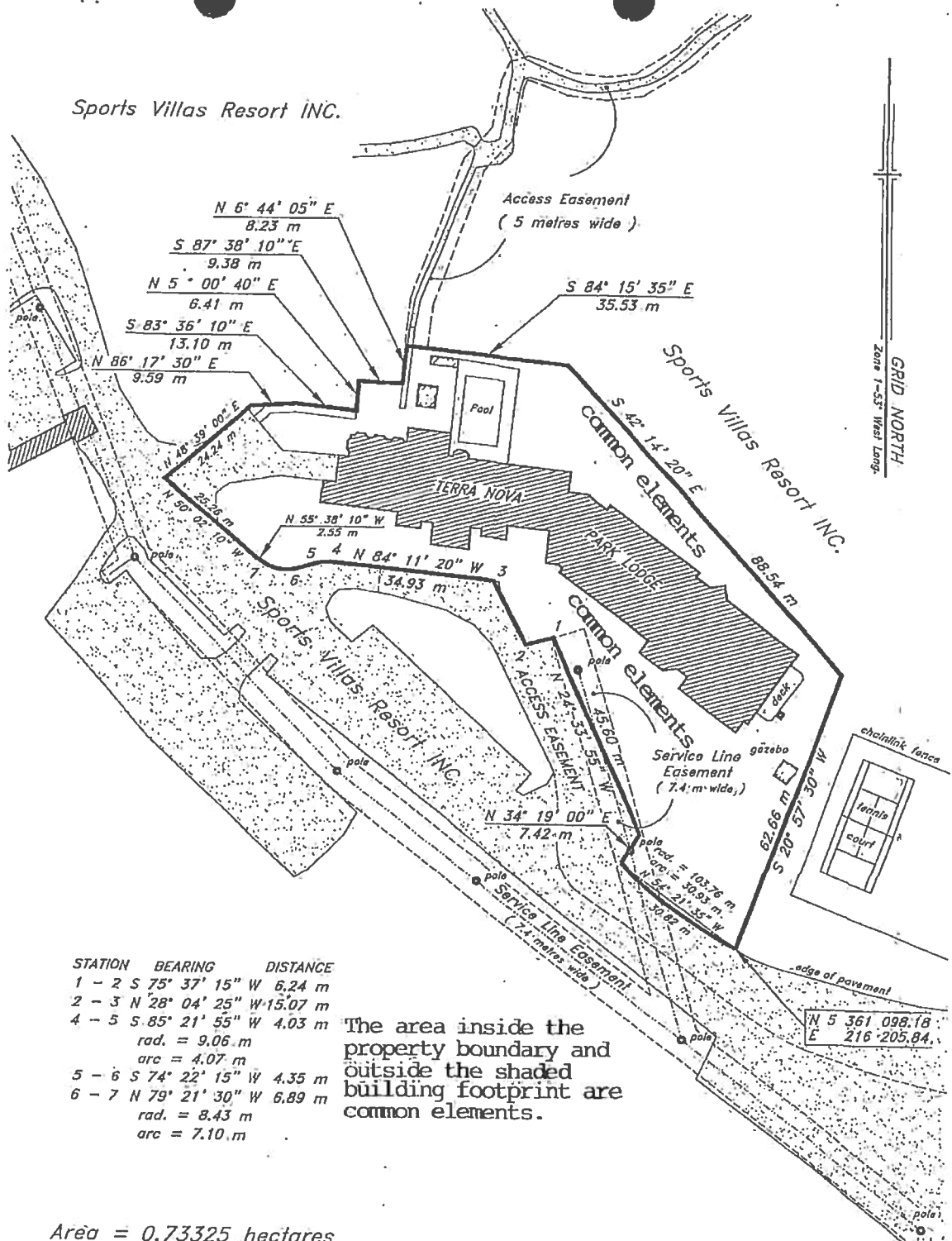
Residential Units - ORANGE  
 Commercial Units - BLUE  
 Common Elements - GREY

<b>SHEPPARD CASE</b> <small>Architectural Firm</small> <small>1000 Main Street, Suite 100</small> <small>Port Blanford, Oregon 97141</small> <small>Phone: 503-325-1234</small> <small>Fax: 503-325-5678</small> <small>www.sheppardcase.com</small>	
Project:	ST. CHRISTOPHER'S RESORT PORT BLANFORD
Drawing Title:	PROPOSED FLOOR PLAN LEVEL 3
Date:	APRIL 6, 2011
Scale:	1:150
Drawing Number:	A-4

**LEGEND**  
 Residential Units - ORANGE  
 Commercial Units - BLUE  
 Common Elements - GREY



Sports Villas Resort INC.



GRID NORTH  
Zone 1-53 West Long.

STATION	BEARING	DISTANCE
1 - 2	S 75° 37' 15" W	6.24 m
2 - 3	N 28° 04' 25" W	15.07 m
4 - 5	S 85° 21' 55" W	4.03 m
	rad. = 9.06 m	
	arc = 4.07 m	
5 - 6	S 74° 22' 15" W	4.35 m
6 - 7	N 79° 21' 30" W	6.89 m
	rad. = 8.43 m	
	arc = 7.10 m	

The area inside the property boundary and outside the shaded building footprint are common elements.

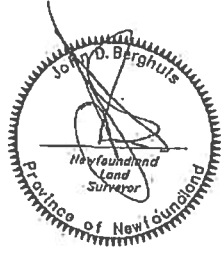
Area = 0.73325 hectares

NOTE CIB CAPPED IRON BAR  
 IB IRON BAR  
FD FOUND

- NO SCALE FACTOR USED  
ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES

**CONTROL MONUMENTS**  
( NAD-83 )

634043	N 5 362 646.193
	E 216 203.616
634044	N 5 361 426.209
	E 215 295.437



**(((CONTROL SURVEYS LTD.**  
NEWFOUNDLAND LAND SURVEYORS  
39 MARINE DRIVE, ASA 1M5 - Tel: (709) 466-3666  
Newfoundland

---

SURVEY ON BEHALF OF  
TERRA NOVA CONDOMINIUM CORP.

---

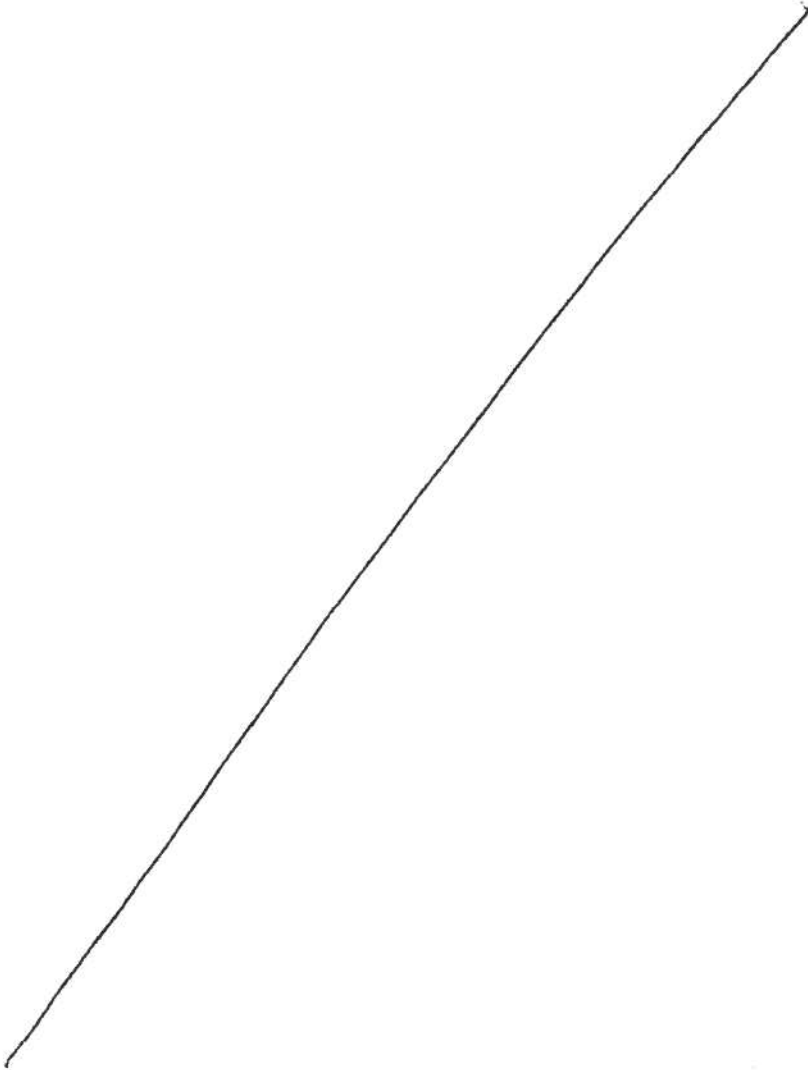
Port Blandford Newfoundland

SCALE:	1 : 1000	JOB No.:	201.1-115
DATE:	January 20, 2011	SURVEY BY:	J.D.B.



SCHEDULE B

NOTICE TO ENCUMBRANCERS



**TERRA NOVA RESORT CONDOMINIUM CORPORATION**

**CANADA**

**NEWFOUNDLAND AND LABRADOR**

**ST. JOHN'S**

**TO WIT:**

**AFFIDAVIT**

I, Dennis N. Clarke, of St. John's, in the Province of Newfoundland and Labrador, Barrister and Solicitor, make oath and say as follows, that:

1. I am solicitor for the Terra Nova Resort Condominium Corporation, situate at Port Blandford, in the Province of Newfoundland and Labrador.
2. I have personal knowledge of the facts herein deposed to.
3. Notice to encumbrancer, Business Development Bank of Canada ("BDC"), was provided by letter dated April 12, 2011 (the "Notice") to Peggy Combden, Senior Manager of the BDC branch located at 215 Water Street, St. John's, NL, a copy of the Notice is attached hereto as Schedule "A".

SWORN TO at St. John's, NL  
this 26<sup>th</sup> day of June, 2011,  
before me:



**Dennis N. Clarke**

**ANNETTE KENNEDY**  
A Commissioner for Oaths in and for  
the Province of Newfoundland and Labrador.  
My commission expires on December 31, 2011.

Sched. "A"

MCINNES  
COOPER  
LAWYERS, I AVOCATS

Dennis N. Clarke  
Direct +1 (709) 724 8282  
dennis.clarke@mcinnescooper.com

Suite 700, 7th Floor  
TD Place  
140 Water Street  
St. John's NL  
Canada A1C 6H6  
Tel +1 (709) 722 8735 | Fax +1 (709) 722 1763

Our File: DN-2161  
April 12, 2011

Peggy Combden  
Senior Manager  
Business Development Bank of Canada  
215 Water Street  
St. John's, NL

RE: Terra Nova Condominium Corporation

In accordance with the provisions of the Condominium Act (NL), please find enclosed a copy of the Declaration and Plan our clients, Sports Villas Resort, Inc. intends to file with the Registrar of Condominiums.

If you have any questions on this, please do not hesitate to contact me.

Yours very truly,



Dennis N. Clarke  
DNC/tdh  
Enclosure(s)

(10741436\_1.doc)

**NOTICE TO ENCUMBRANCERS**

**IN THE MATTER OF** the  
creation of a Condominium  
Corporation, to be known as  
Terra Nova Condominium  
Corporation, situate at Port  
Blandford, Newfoundland  
and Labrador.

**NOTICE TO ENCUMBRANCER**

**Business Development Bank of Canada**

**NOTICE IS HEREBY GIVEN** of our intention to present the Declaration and Plan for registration to create Terra Nova Condominium Corporation unless you object otherwise.

**DATED** at St. John's, Newfoundland and Labrador, this 12<sup>th</sup> day of April, 2011.

**SPORTS VILLAS RESORT, INC.**

*D. D. Dale*  
\_\_\_\_\_  
(Solicitor for)  
Declarant

**TERRA NOVA RESORT CONDOMINIUM CORPORATION**  
**(the "Condominium Corporation")**

**NOTICE TO ENCUMBRANCER**  
pursuant to section 5 of the *Condominium Act*, RSNL 1990, c. C-29  
(the "Act")

**WAIVER**

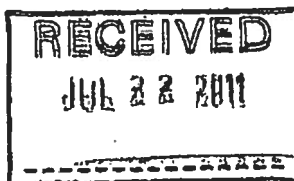
Business Development Bank of Canada (the "Bank") hereby waives the requirement for Sports Villas Resort, Inc. to comply with section 5(1) of the Act and to notify the Bank in writing of its intention to present the declaration and plan for the Condominium Corporation for registration and to send to the Bank a copy of the declaration and plan:

DATED at St. John's, Newfoundland and Labrador, this 21 day of July, 2011.

**BUSINESS DEVELOPMENT  
BANK OF CANADA**

Per: 

Brian Pittman



## SCHEDULE C

### DESCRIPTION OF CONDOMINIUM UNITS

Each Unit shall comprise the area within the heavy lines shown on the Plan with respect to the unit numbers indicated thereon. The boundaries controlling the extent of the units are the physical services hereinafter referred to and are illustrated on the Plan and all dimensions shall have reference to them.

Without limiting the generality of the foregoing:

(a) **Horizontally**

on the floor level by the upper surface of the wooden floor; and

on the ceiling level, by the underside of the unfinished drywall sheathing on the ceilings of the Unit.

(b) **Vertically**

the unfinished Unit side surface of the drywall sheathing on the walls, the unfinished interior surfaces of the window frames, and the interior surfaces of all glass panels therein;

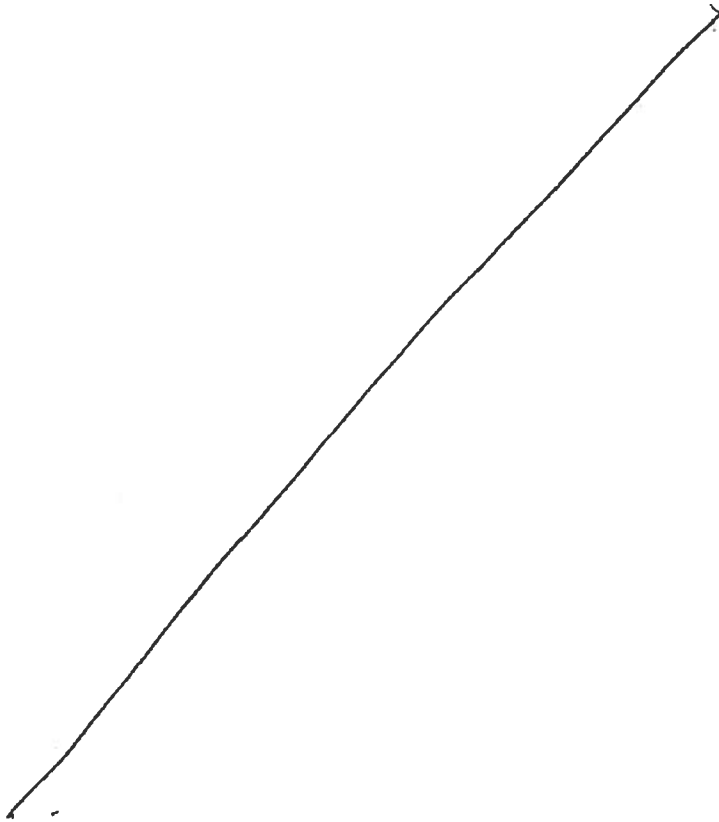
the unfinished interior face of the corridor and exterior doors and door frames and the interior surfaces of all glass panels therein; and

in the vicinity of ducts and pipe spaces, etc., the Unit boundaries shall be the Unit side face of the drywall sheathing surrounding such spaces

Notwithstanding the foregoing, no Unit shall include:

- (a) any concrete floor slab, load bearing column, wall, joist, structural member or load bearing partitions contained within the Unit;
- (b) exterior windows, and window frames, exterior doors and exterior door frames;
- (c) such pipes, wires, cables, conduits, ducts, flues, shafts or utility lines used for the distribution of power, water, cable television, internet, heating, sewerage or drainage and other services within the Building and within the boundaries of the Unit, or within any wall or floor of the Unit, which provides any service or utility to another Unit or Units, but the Unit shall include the fixtures, outlets and other facilities with respect to such service facilities which service the Unit only;

- (d) any heating equipment, including without limitation, furnaces, ducts and controls and electrical services which are connected through or provide service to more than one Unit or to all or a portion of the Common Elements but excluding electrical equipment located in and servicing one Unit only;
- (e) any enclosure reserved for the use of items set out in paragraph (c) hereof and shown on the Plan.



**SCHEDULE D**  
**THE PERCENTAGE WHICH EACH COMMON ELEMENT**  
**IS TO RELATE TO EACH UNIT**

Unit Number	Residential/Commercial	Square footage	Percentage
G04	Residential	720	1.23%
G06	Residential	1035	1.77%
G08	Residential	1035	1.77%
G10	Residential	1282	2.20%
104	Residential	1032	1.77%
105	Residential	1232	2.11%
106	Residential	1035	1.77%
107	Residential	1036	1.77%
108	Residential	719	1.23%
109	Residential	740	1.27%
200	Residential	1077	1.84%
201	Residential	732	1.25%
202	Residential	688	1.18%
203	Residential	1066	1.83%
204	Residential	1043	1.79%
205	Residential	1227	2.10%
206	Residential	1030	1.76%
207	Residential	1039	1.78%
208	Residential	1035	1.77%
209	Residential	742	1.27%
210	Residential	1471	2.52%
211	Residential	1444	2.47%
300	Residential	992	1.70%
301	Residential	980	1.68%
302	Residential	921	1.58%
303	Residential	954	1.63%
304	Residential	1036	1.77%
305	Residential	1231	2.11%
306	Residential	1031	1.77%
307	Residential	1036	1.77%
308	Residential	1034	1.77%
309	Residential	742	1.27%
310	Residential	1442	2.47%
311	Residential	1433	2.45%
C-B-01	Commercial	2772	4.75%
C-B-02	Commercial	779	1.33%
C-B-03	Commercial	231	0.40%
C-B-04	Commercial	106	0.18%
C-B-05	Commercial	441	0.76%
C-B-06	Commercial	868	1.49%
C-B-07	Commercial	3028	5.19%
C-B-08	Commercial	1239	2.12%



C-B-09	Commercial	712	1.22%
C-B-10	Commercial	28	0.05%
C-1-01	Commercial	4097	7.02%
C-1-02	Commercial	1054	1.81%
C-1-03	Commercial	131	0.22%
C-1-04	Commercial	154	0.26%
C-1-05	Commercial	414	0.71%
C-1-06	Commercial	1289	2.21%
C-1-07	Commercial	3527	6.04%
C-2-01	Commercial	848	1.45%
C-2-02	Commercial	545	0.93%
C-2-03	Commercial	129	0.22%
C-3-01	Commercial	218	0.37%
C-3-02	Commercial	488	0.84%

RECEIVED  
JUL 22 2011

**THE CONDOMINIUM ACT RSNL 1990, chapter C-29**

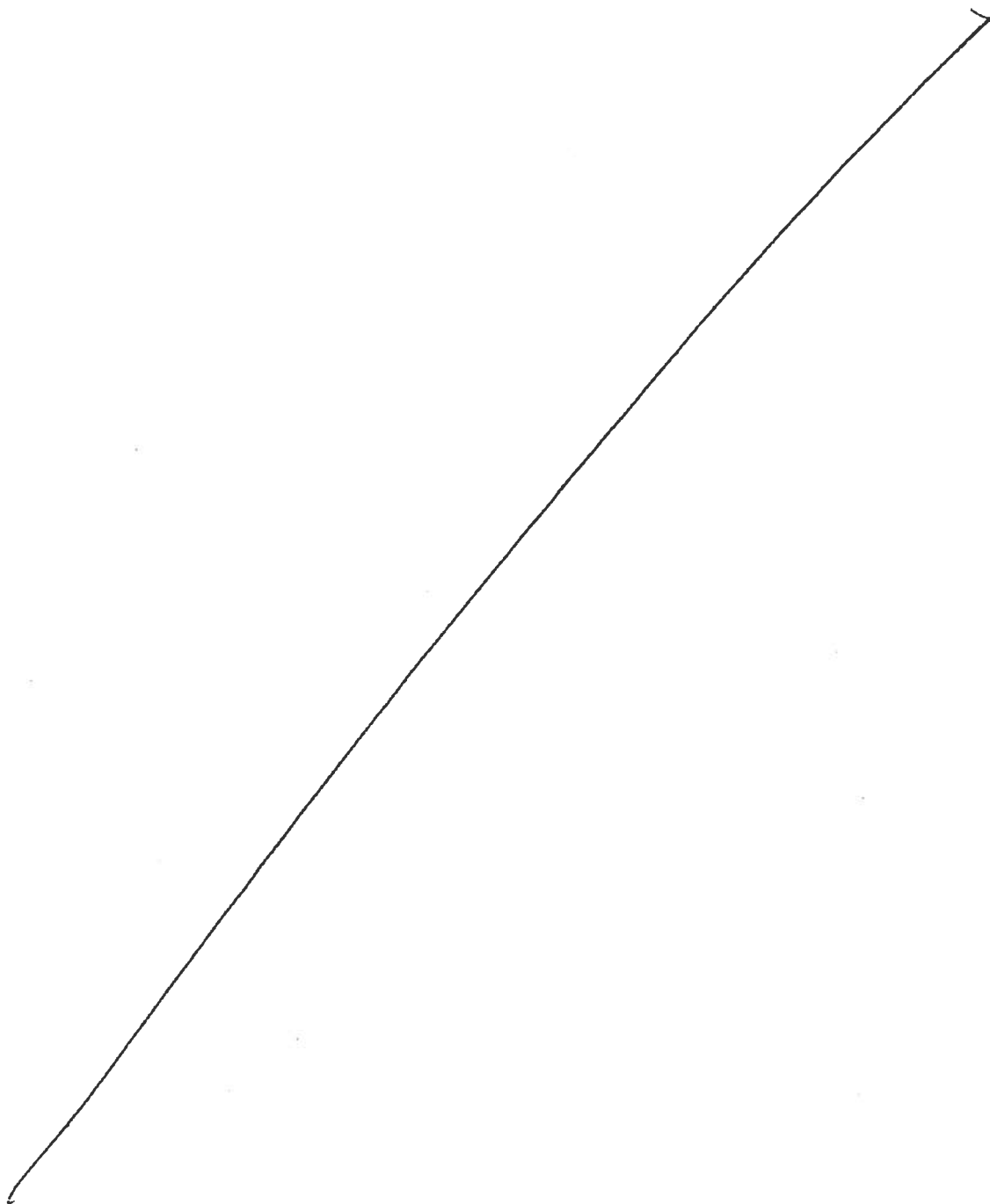
**TERRA NOVA RESORT CONDOMINIUM CORPORATION**

**CERTIFICATE BY ARCHITECT**

I, Beaton Sheppard, Architect, of St. John's, in the Province of Newfoundland and Labrador, duly entitled to practice as an architect within the Province of Newfoundland and Labrador, hereby certify as follows:

1. THAT I am a qualified Architect and a member of the Newfoundland and Labrador Association of Architects.
2. THAT I have made a Plan of the condominium building (the "**Condominium Building**") located on property of Sports Villas Resort, Inc., and to be owned by Terra Nova Condominium Corporation situated at Port Blandford, Newfoundland and Labrador, which property is described in the accompanying Declaration by Sports Villas Resort, Inc. dated June 26<sup>th</sup>, 2011 (the "**Property**"), and which plan is attached hereto and marked as Schedule "A" (the "**Plan**"). Resort
3. THAT the Plan shows the planned location and boundaries of each Unit within the Condominium Building and specifies the number by which each Unit may be identified. The Residential Units are set forth in Orange and the Commercial Units are set forth in Blue. For further clarity, each unit is individually described generally as shown on the Plans attached to the Declaration.
4. THAT the Plan also shows the general location of some common elements as being outside each specific Unit, with such common elements being set forth in Grey.
5. THAT the boundaries of the Units as set forth in the Plan are accurate.
6. THAT the Condominium Building contains 54 Units (20 Commercial Units and 34 Residential Units). The Condominium Building is three (3) stories in height, of wood frame construction with wooden siding. The roof is asphalt shingles. The common elements in the Condominium Building are also made of wood frame construction.
7. THAT the Condominium Building has been erected on the Property, and the Units in the Condominium Building designated as Residential Units are designed to be occupied as residential condominium dwelling units, and the Units in the Condominium Building designated as Commercial Units are designed to be occupied for commercial purposes.

SCHEDULE "A"



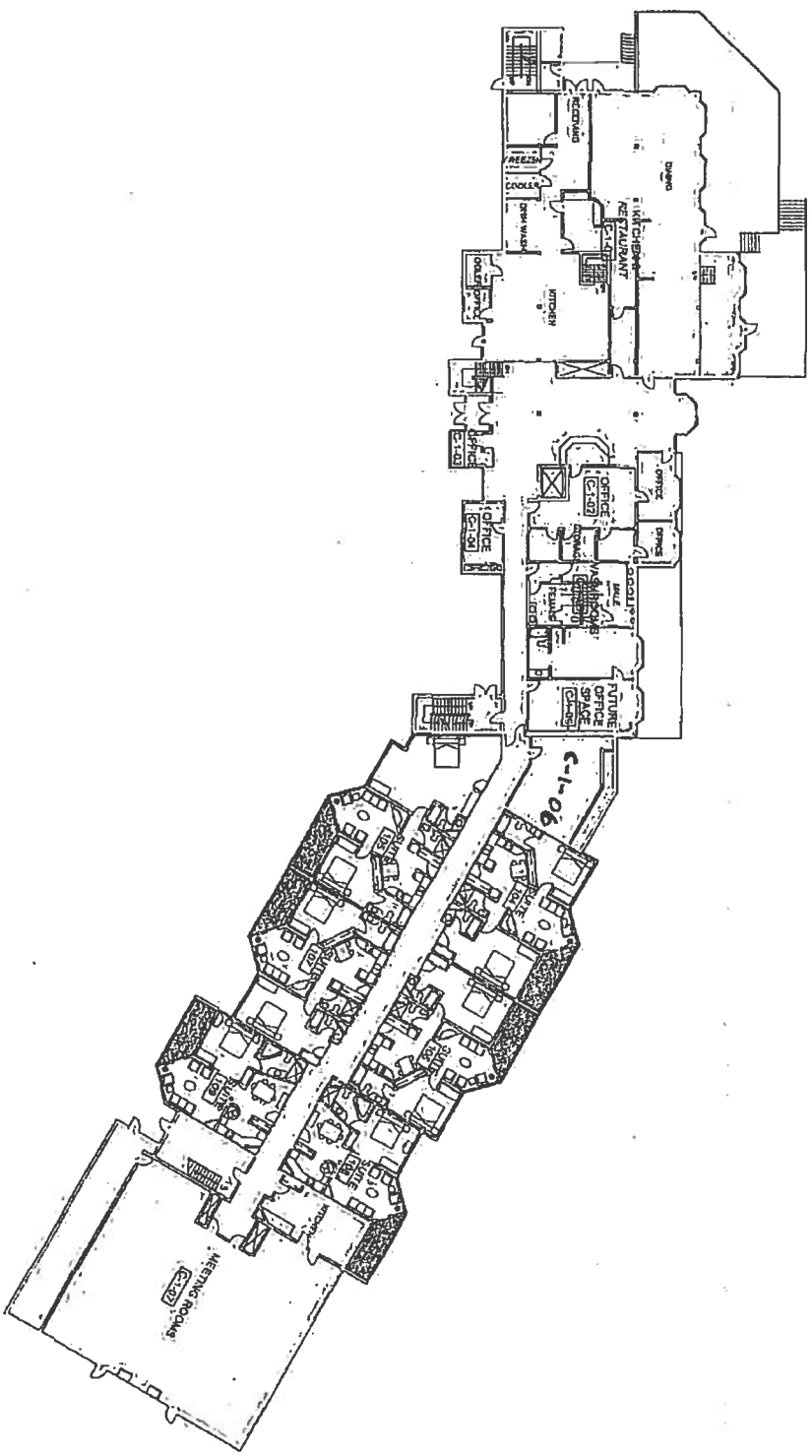
**SHERYARD CASE**  
 SHEYARD CASE  
 1000 10th Street  
 Suite 100  
 San Francisco, CA 94103  
 Tel: 415.398.1000  
 Fax: 415.398.1001  
 Email: sheryard@case.com

Project: ST. CHARLOTTE'S RESORT  
 PORT BLANCO

Drawing No: PROPOSED FLOOR PLAN  
 LEVEL 1

Date: June, 8, 2011  
 Scale: 1:150

Drawing Number: A2



**LEGEND**  
 Residential Units - ORANGE  
 Commercial Units - BLUE  
 Common Elements - GREY

**SHERBARD ASSOCIATES**  
 ARCHITECTS  
 1000 ...  
 ...  
 ...

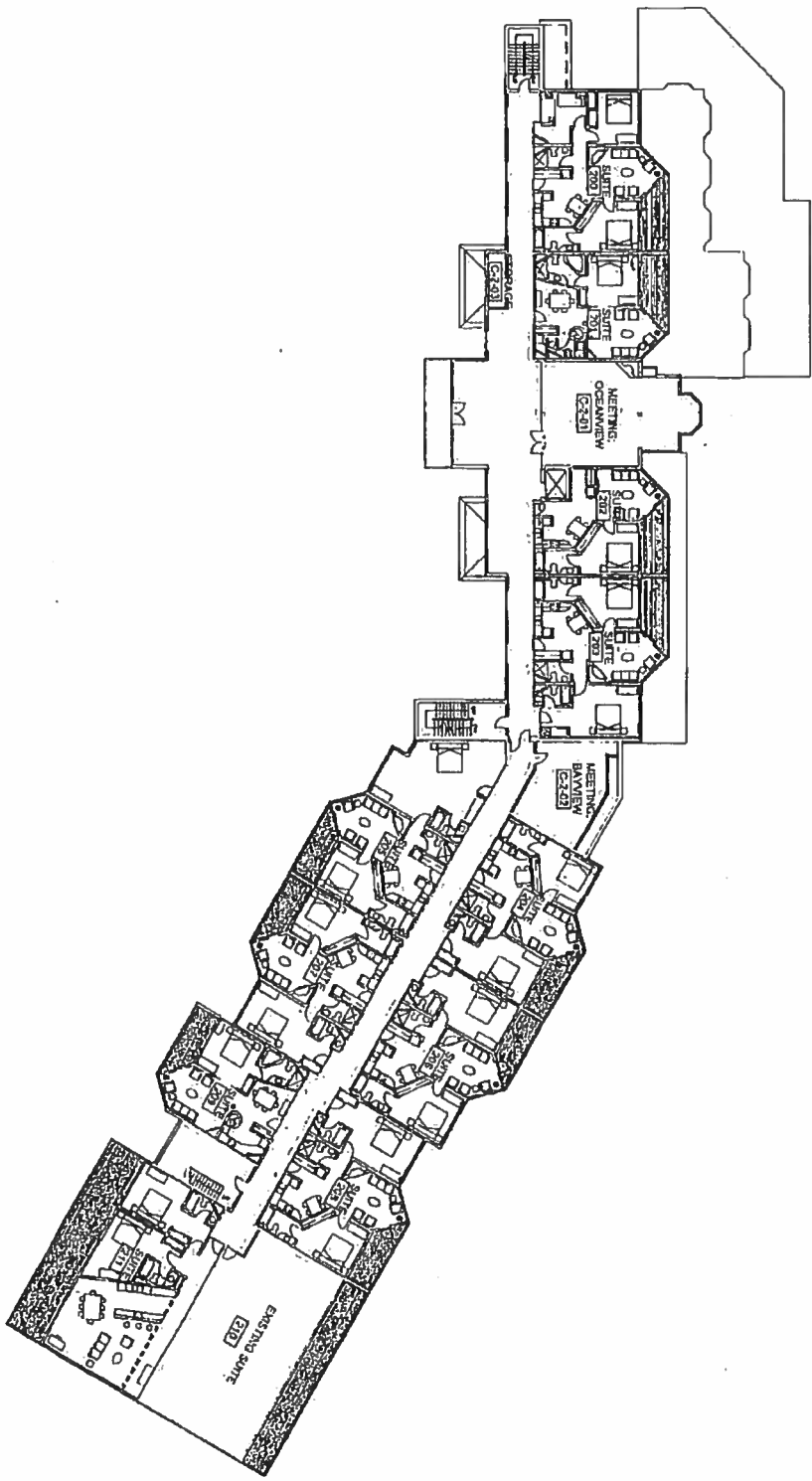
Project  
 ST. CATHERINE'S RESORT  
 PART BOUNDARY

Drawing Title  
 PROPOSED FLOOR PLAN  
 LEVEL 2

Date  
 APRIL 6, 1971  
 Scale  
 1:150

Drawing Number  
 A3

**LEGEND**  
 Residential Units - ORANGE  
 Commercial Units - BLUE  
 Common Elements - GREY



**SHEPARD ARCHITECTS**  
 1000 ...  
 ...  
 ...

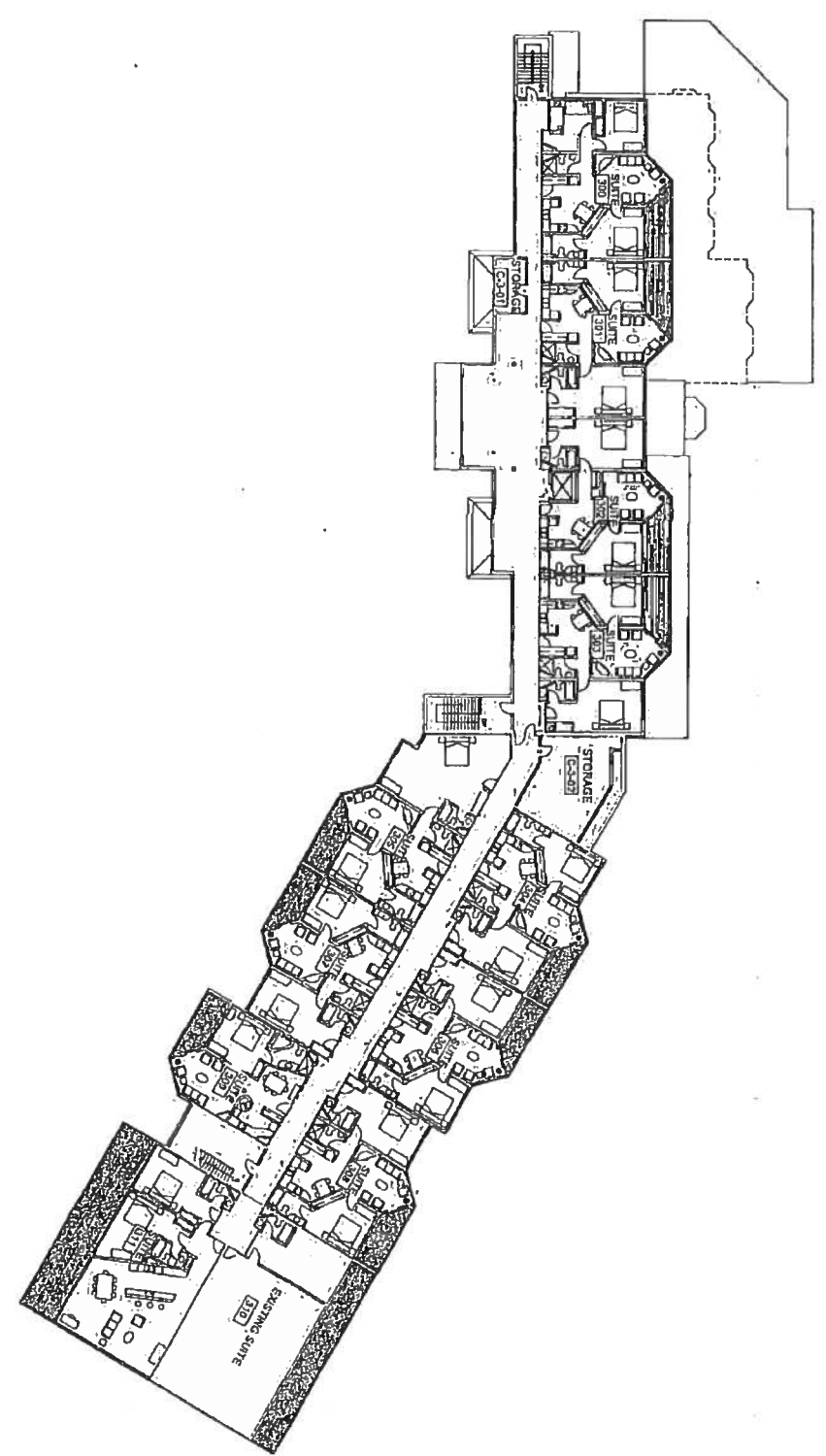
Project: **ST. PATRICK'S RESORT  
 PART BUILDING**

Drawing Title: **PROPOSED FLOOR PLAN  
 LEVEL 3**

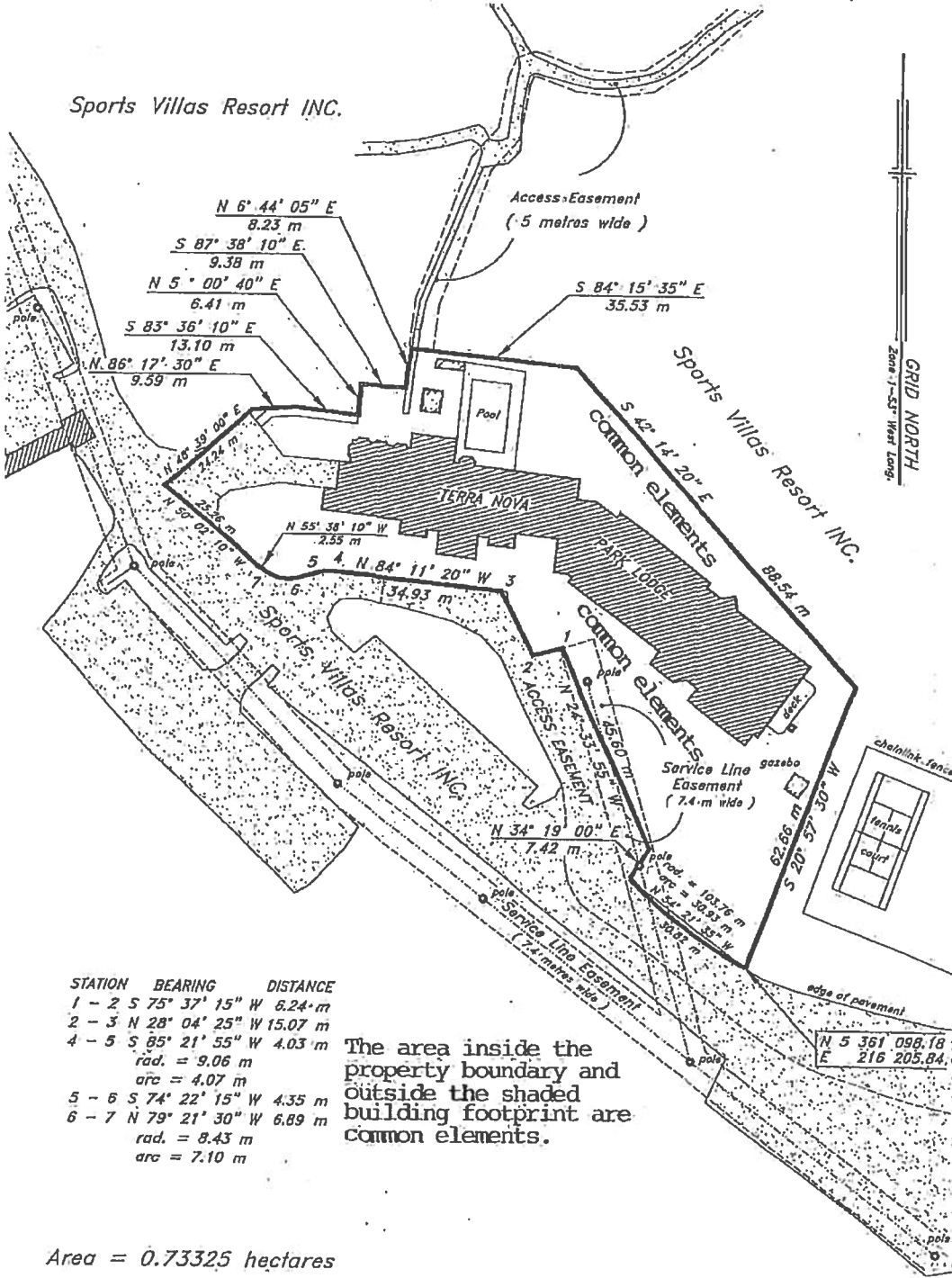
Date: **JUNE 8, 2011**  
 Scale: **1/8" = 1'-0"**

Drawing Number: **A 4**

**LEGEND:**  
 Residential Units - ORANGE  
 Commercial Units - BLUE  
 Common Elements - GREY



Sports Villas Resort INC.



STATION	BEARING	DISTANCE
1 - 2	S 75° 37' 15" W	6.24 m
2 - 3	N 28° 04' 25" W	15.07 m
4 - 5	S 85° 21' 55" W	4.03 m
	rad. = 9.06 m	
	arc = 4.07 m	
5 - 6	S 74° 22' 15" W	4.35 m
6 - 7	N 79° 21' 30" W	6.89 m
	rad. = 8.43 m	
	arc = 7.10 m	

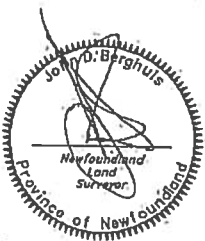
The area inside the property boundary and outside the shaded building footprint are common elements.

Area = 0.73325 hectares

NOTE CIB CAPPED IRON BAR  
 IRON BAR  
 Fd. FOUND  
 - NO SCALE FACTOR USED  
 ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES

**CONTROL MONUMENTS**  
(MAD-83)

634043	N 5° 36' 21"	646.193
	E 216° 20' 36"	616
634044	N 5° 36' 12"	426.209
	E 215° 29' 53"	437



<b>CONTROL SURVEYS LTD.</b> NEWFOUNDLAND LAND SURVEYORS 39 MARINE DRIVE, ASA 1M3 - Tel: (709) 466-3666		Newfoundland
SURVEY ON BEHALF OF TERRA NOVA CONDOMINIUM CORP.		
Clareville		Newfoundland
Port Blandford		Newfoundland
SCALE:	1 : 1000	JOB No.: 2011-115
DATE:	January 20, 2011	SURVEY BY: J.D.B.

*CONDOMINIUM ACT, RSNL 1990, c. C-29*

**TERRA NOVA RESORT CONDOMINIUM CORPORATION**

**BARRISTER'S CERTIFICATE**

I certify that I have examined and searched the title of the property described in and delineated on the Plan accompanying the Declaration by Sports Villas Resort, Inc. ("SVRI") dated the 27<sup>th</sup> day of May, 2011, and hereby certify that:

- (i) SVRI is the beneficial owner of the freehold estate in the property so described, situate at Port Blandford, in the Province of Newfoundland and Labrador, and described and depicted at Schedule "A" in the Declaration (the "Property");
- (ii) each person who held an encumbrance over the Property has received the notification with a copy of the Declaration and Plan required by section 5 of the *Condominium Act*, RSNL 1990, chapter C-29; and
- (iii) all rates, real property taxes, assessments, charges and taxes of any description laid or imposed upon the owner and occupier of the Property, or in respect of the Property have been paid.



Dennis Clarke - Barrister  
McInnes Cooper  
10 Fort William Place  
PO Box 5939  
St. John's, NL A1C 5X4



**TERRA NOVA RESORT CONDOMINIUM CORPORATION**

**CERTIFICATE**

Pursuant to Section 13(2) of the *Condominium Act*, R.S.N. 1990, Chapter C-29, as amended, the undersigned, Sports Villas Resort, Inc., hereby certify that:

- (a) By-Law No. 2 of Terra Nova Resort Condominium Corporation (the "**Corporation**") was by resolution duly made and adopted unanimously on the 28<sup>th</sup> day of July, 2011;
- (b) The subscribers to this certificate concur with By-Law No. 2 annexed hereto; and
- (c) The subscribers to this certificate are presently the only Members of the Corporation.

**DATED** at St. John's, NL this 28<sup>th</sup> day of July, 2011.

**SPORTS VILLAS RESORT, INC.**

Per: \_\_\_\_\_



**TERRA NOVA RESORT CONDOMINIUM CORPORATION**

**BY-LAW NO. 2**

A By-Law respecting Borrowing of Money

**BE IT ENACTED** as a By-Law of the Terra Nova Resort Condominium Corporation (the "**Corporation**") as follows:

1. That the Directors of the Corporation may from time to time:
  - (a) borrow money upon the credit of the Corporation by obtaining loans or advances or by way of overdraft or otherwise;
  - (b) issue, sell or pledge securities of the Corporation including bonds, debentures, debenture stock, for such sums on such terms and at such prices as they may deem expedient;
  - (c) assign, transfer, convey, hypothecate, mortgage, pledge, charge or give security in any manner upon all or any of the real or personal, moveable, or immoveable property, rights, powers, choices in action, or other assets, present or future, of the Corporation to secure any such securities or other securities of the Corporation or any money borrowed or to be borrowed or any obligations or liabilities as aforesaid, now or hereafter made or incurred directly or indirectly by the Corporation; and
  - (d) without in any way limiting the powers herein conferred upon the Directors, give security or promise to give security, agreements, documents and instruments in any manner or form under the Bank Act (Canada) or otherwise to secure any money borrowed or to be borrowed or any obligations or liabilities as aforesaid, now or hereafter made or incurred directly or indirectly by the Corporation.

The foregoing By-Law is hereby enacted and passed as By-Law No. 2 of Terra Nova Resort Condominium Corporation.

**DATED** this 28<sup>th</sup> day of July, 2011.

**TERRA NOVA RESORT  
CONDOMINIUM CORPORATION**

Per: \_\_\_\_\_

DATED at St. John's, in the Province of Newfoundland and Labrador; this 26<sup>th</sup> day of June, 2011.

**SIGNED & DELIVERED**  
in the presence of:

D. Dale

Barrister, Solicitor or Notary Public

(Dale NL)

Beaton Sheppard

Beaton Sheppard

**SHERMANS**  
 ARCHITECTS  
 1000 ...  
 ...

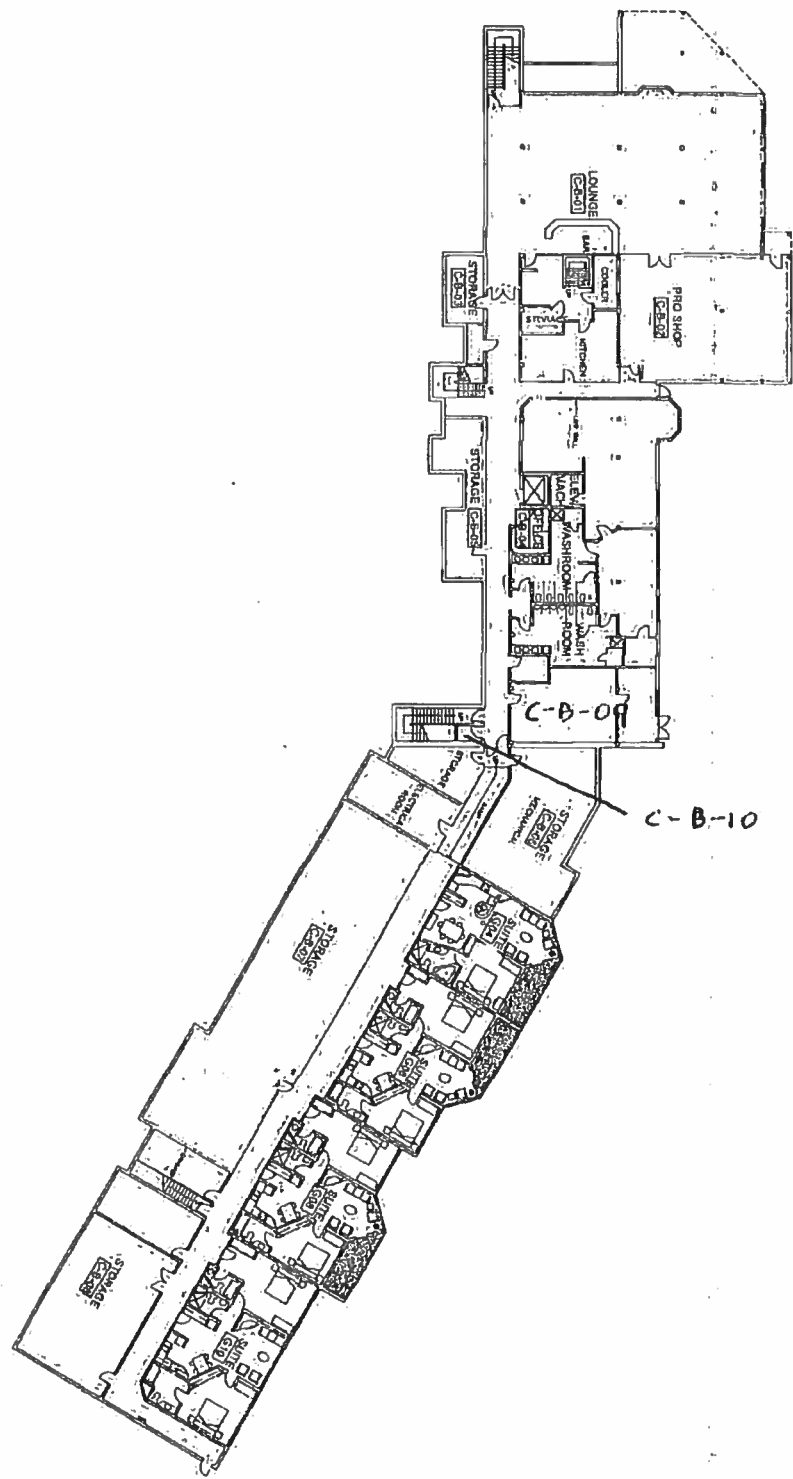
Project: ST. CHRISTOPHER'S RESORT  
 PORT BLANDFORD

Drawing Title: PROPOSED FLOOR PLAN  
 BASEMENT LEVEL

Date: APRIL 5, 2011  
 Scale: 1/150

Drawing Number: A1

**LEGEND**  
 Residential Units - ORANGE  
 Commercial Units - BLUE  
 Common Elements - GREY



Our File: DN-2161  
August 2, 2011

*Via Courier*

Dean Doyle  
Director of Commercial Registrations  
Registry of Deeds and Companies  
St. John's, NL

Dear Mr. Doyle:

*to  
Resort*

**Re: Terra Nova Condominium Corporation No. 112**

Enclosed please find the following:

1. Certificate and By-Law No. 1; and
2. Certificate and By-Law No. 2.

We ask you to please file these By-Laws with respect to the above-noted Condominium.

Thank you.

Yours truly,



Dennis N. Clarke

/ack.encl

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**TERRA NOVA RESORT CONDOMINIUM CORPORATION**

**CERTIFICATE**

Pursuant to Section 13(2) of the *Condominium Act*, R.S.N. 1990, chapter C-29, as amended, the undersigned, Sports Villas Resort, Inc., hereby certify that:

- (a) By-Law No. 1 of Terra Nova Resort Condominium Corporation (the "**Corporation**") was by resolution duly made and adopted unanimously on the 28<sup>th</sup> day of July, 2011;
- (b) The subscribers to this certificate concur with By-Law No. 1 annexed hereto; and
- (c) The subscribers to this certificate are presently the only Members of the Corporation.

DATED at St. John's, NL this 28<sup>th</sup> day of July, 2011.

**SPORTS VILLAS RESORT, INC.**

Per: \_\_\_\_\_

Our File: DN-2161  
July 13, 2011

*Via Courier*

Dean Doyle  
Director of Commercial Registrations  
Registry of Deeds and Companies  
St. John's, NL

Dear Mr. Doyle:

**Re: Terra Nova Resort Condominium Corporation**

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Further to your letter of June 14, 2011 and our subsequent telephone conversation on the name "Terra Nova Resort Condominium Corporation", we now re-submit the following:

1. Declaration for Terra Nova Resort Condominium Corporation;
2. Plan;
3. Barrister's Certificate;
4. Certificate by Architect; and
5. Our cheque in the amount of \$590.00 to cover registration charges.

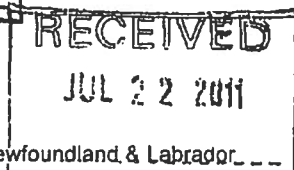
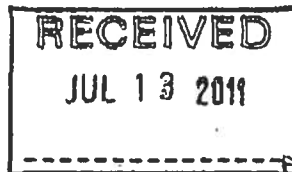
We have attached to the Declaration an affidavit with respect to the Notice to Encumbrancers (s. 5(3)) and have revised Schedule 'D' to give the percentage which each common element is to relate to each unit.

We trust this is satisfactory. If you have any questions or further concerns, please contact us.

Thank you.

Yours truly,

  
Dennis N. Clarke



/ack.encl

Our File: DN-2161  
July 22, 2011

*Via Courier*

Registrar of Condominiums  
Registry of Deeds and Companies  
St. John's, NL

Dear Sir/Madam:

**Re: Terra Nova Resort Condominium Corporation**

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Further to your recent email, please find enclosed:

1. a Waiver from Business Development Bank of Canada with respect to section 5(1) of the *Condominium Act* (NL); and
2. a revised Schedule 'D' to replace the one attached to the Declaration currently submitted.

We trust this is satisfactory. If you have any further concerns, please contact us.

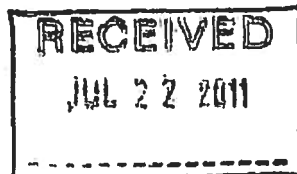
Thank you.

Yours truly,



Dennis, N. Clarke

/aek.encl





**Terra Nova Resort Condominium Corporation**

**Amendment No. 1**

**DECLARATION**

August 31<sup>st</sup>, 2013

Registered 7 day of October  
2013 at 1:00 O'Clock p.m  
Registration No. 112  
Fee Paid \$ 35.00 Receipt No. 800064F9  
Jan 7 2013  
Registrar of Condominiums

**Amendment No. 1**

**DECLARATION**

Made this 31<sup>st</sup> day of August, 2013, pursuant to the *Condominium Act, 2009* (NL) as amended (the "Act").

**WHEREAS**

1. A declaration (the "**Declaration**") for the Terra Nova Resort Condominium Corporation (the "**Condominium Corporation**") dated June 26<sup>th</sup>, 2011, was filed with the Registrar of Condominiums.
2. A certificate of registration for the Condominium Corporation was issued by the Registrar on July 22, 2011.
3. The owners of the Units wish to amend the Declaration as set forth herein.

**NOW THEREFORE:**

1. The Declaration is amended by deleting Section 3.05(a) of the Declaration and replacing it with the following:

"(a) each Residential Unit shall be occupied and used as a residence for single family housing and, for each Residential Unit placed in the Rental Pool by an Owner, shall be occupied and used in accordance with the Rental Pool Agreement."

2. The Declaration is further amended by deleting Section 11.01 of the Declaration and replacing it with the following:

"For each Residential Unit placed in the Rental Pool by an Owner, the Owner of that Residential Unit shall enter into a lease and a Rental Pool Agreement with the Manager in such form as the Manager may determine from time to time."

3. Capitalized terms used in this Amendment No. 1 shall have the meaning attributed to them in the Declaration.
4. This Amendment No. 1 may be executed in counterparts, and such counterparts, when taken together, shall constitute an original document and be binding.

**UNIT HOLDERS**



\_\_\_\_\_  
Barrister / Notary Public

Sports Villas Resort, Inc. (47 Units)

Per:   
\_\_\_\_\_



\_\_\_\_\_  
Barrister / Notary Public

NWS Holdings Inc. (1 Unit)

Per:   
\_\_\_\_\_



\_\_\_\_\_  
Barrister / Notary Public

ALJO Holdings Inc. (1 Unit)

Per:   
\_\_\_\_\_



\_\_\_\_\_  
Barrister/Notary Public

68861 Newfoundland and Labrador Inc. (5 Units)

Per:   
\_\_\_\_\_

Our File: 103602  
October 1, 2013

**PERSONAL & CONFIDENTIAL**

**VIA COURIER**

Registry of Deeds & Companies  
Service NL  
P.O. Box 8700  
Elizabeth Avenue  
St. John's, NL A1B 4J6

**ATTENTION: Dean Doyle**

Dear Mr. Doyle:

**RE: Terra Nova Resort Condominiums  
Amendment No. 1 to By-Laws and Declaration**

In relation to the above-noted matter, please find enclosed the Amendment to the By-Laws and Declaration which we ask that you register with the Condominium Corporation's Registry.

Also enclosed is our cheque in the amount of \$35.00 to cover the cost of same.

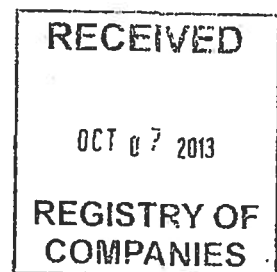
Yours very truly,



Dennis N. Clarke

DNC/cg  
Encls.

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Government of Newfoundland and Labrador  
Service NL  
Commercial Registrations Division  
Registry of Deeds and Companies

October 15, 2013

McInnes Cooper  
Barristers and Solicitors  
P.O. Box 5939  
St. John's NL  
A1C 5X4

Dear Mr. Clarke:

**Re: Terra Nova Resort Condominium Corporation  
Amendment to Declaration and By-Laws**

I acknowledge receipt of the amendments, amending the Declaration and By-Laws of the above noted Condominium Corporation.

These amendments have been registered as of October 7, 2013 and I enclose herewith my official receipt for your cheque in the amount of \$35.00.

Yours very truly,

A handwritten signature in black ink, appearing to read "Dean Doyle".

DEAN DOYLE  
Director of Commercial  
Registrations

DD/wk  
Encl



**Government of Newfoundland and Labrador**

Issued by: Service NL  
Commercial Registrations Division

Official Receipt

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Official Receipt #: 80006HF9 Payment Date: 2013-10-15

McInnes Cooper

Method of Payment: Cheque

Item	Amount	Tax	Tax Amount
Amendment-x 1 @ \$35.00	\$35.00		
Sub Total:	\$35.00 CAD		
Tax Total:	\$0.00 CAD		
Total:	\$35.00 CAD		

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Reference Number: Re: Terra Nova Resort Condominiums

Issued under authority of: Department of Finance  
Accounts Receivable and Revenue Control  
PO Box 8700  
St. John's NL  
A1B 4J6  
709-729-6517(Manager)

For inquiries please contact: Commercial Registrations Division  
709-729-3317  
cado@gov.nl.ca