

5220 blvd. des Sources, Pierrefonds  
DECLARATION OF CO-OWNERSHIP # 16878

SECOND PART: BY-LAWS OF THE IMMOVEABLE

CHAPTER 1: CONDITIONS REGARDING TO THE ENJOYMENT, USE AND  
MAINTENANCE OF THE PRIVATE AND COMMON PORTIONS

1.1 CONDITIONS REGARDING THE PRIVATE PORTIONS

**ARTICLE 94.** Each co-owner has the right to enjoy the private portions included in his fraction as he pleases, provided he observes the destination and the present **BY-LAWS OF THE IMMOVEABLE** and any amendments thereto and does not impair the rights of the other co-owners and does nothing which could either weaken the structure of the building or detract from its destination.

**ARTICLE 95.**

The enjoyment and use of the private portions are subject to the following restrictions:

1o. The leasing out of fractions is permitted. On the other hand, the conversion of private portions of a housing unit, into rooms for leasing to different persons is prohibited.

2o. The co-owners of the housing units, lessees and occupants must see to it that the peace and quiet of the building is not disturbed at any time by their activities, nor those of members of their family, their guests, clients or domestic servants.

3o. No sign of any kind, advertisement, lantern or poster whatsoever may be placed on any part of the front of the building or on a balcony or in on or upon any part of the common areas, without the prior written permission of the syndicate's board of directors or, as the case may be, of the manager.

4o. The entrance doors to the private portions, the windows and blinds, the balconies, including the railings, even the paint and, generally, everything which contributes to the harmony of the whole, may not be modified even though forming a portion for restricted use, without the authorization of the syndicate's board of directors.

5o. Any occupant must leave keys to his private portion with the directors of the syndicate or the manager of the building, as the case may be. The person holding the keys is only authorized to enter the private portion in case of emergency resulting from fire, broken pipes, faults in the electrical circuits, broken windows or panes or water penetration from flood or otherwise.

6o. In order to avoid vibrations in the piping, the taps and toilet flushes must be kept in good working order and repairs performed without delay.

7o. Each co-owner shall be responsible towards the other co-owners and the syndicate for damages resulting from his fault or negligence, or caused by articles for which he is responsible.

8o. Each of the co-owner, tenants and occupants shall require the members of his family and his guests to comply with the provisions of the law, the present declaration and the by-laws in force.

9o. Each co-owner is obliged to maintain his private portion and accessories in good condition, clean and in accordance with sanitary standards, the whole at his expense.

10o. The directors of the syndicate, the manager, their officers, employees and contractors shall have free access to the private portions at any reasonable hour for the purposes permitted by the present declaration of co-ownership, with

the understanding however that such access shall be granted upon prior appointment, except in the case of an emergency.

11o. No animal other than a domestic one may be kept in a private portion. No domestic animal considered to be harmful by the syndicate's board of directors may be kept in a private portion. Any co-owner, tenant or occupant who keeps such a domestic animal considered harmful in his private portion must permanently remove it within a period of two weeks following receipt of a written notice by the board of directors, under penalty of liquidated damages in the amount of One Hundred Dollars (\$100.00) per day of contravention.

12o. Each co-owner shall be responsible for the maintenance and repair of electrical circuits and of piping for water and sewage which are within his private portion and are for his benefit, from the point at which such pipes join pipes servicing that private portion.

13o. Subject to Article 1100 of the Code Civil of Quebec, any change even partial by a co-owner to his private portion must first be submitted for approval by the syndicate's board of directors. The directors must approve these changes unless they could cause damages to a private portion or to the common portions or they could diminish the quality of construction of the building, notably the quality of the sound-proofing.

14o. No co-owner shall be permitted to install or place on the exterior of the building, or on a balcony, radios or television antennas or discs or any apparatus of any nature for receiving radio or other signals. Such apparatus is permitted only on the roof of the building, subject to the prior written approval of the municipality and any agency regulating the installation thereof, as well as written authorization by the declarant until all the units have been sold and thereafter with the consent of the syndicate's board of directors or the manager. The co-owner shall always be responsible to repair any damage caused to the roof by the installation or removal of such apparatus.

Moreover, no co-owner shall place or store on the balcony or hang over any railing of the balcony any objects whatsoever including but not restricted to furniture, clothing racks, bicycles, boxes, rugs and screens.

The enjoyment and use of the private portion parking spaces are furthermore subject to the following restrictions:-

1o. They shall be used for the parking private motor vehicles only.

2o. No one shall be allowed to construct anything in said parking spaces unless approved by the syndicate's board of directors.

3o. Nothing can be placed or stored within a private portion (parking space) unless approved the syndicate's board of directors.

4o. The co-owner and members of his family and lessees and any other person using the parking space must observe the regulation for parking made by the syndicate's board of directors.

5o. No vehicle shall be parked in such a manner as to impede or prevent ready access to another co-owner's parking space. The co-owners, servants, agents, visitors, licensees and the co-owner's family and all other persons using the parking space will obey all the parking regulations and any other traffic regulations presently in force and those promulgated in the future for the safety, comfort and convenience of the owners.

6o. The syndicate's board of directors will be permitted to make any repairs or replacements necessary in said parking spaces.

7o. All repairs, replacements and maintenance of all parking spaces shall be done by the syndicate's board of directors and shall be considered a common expense, save for any damage caused by the fault of a co-owner, in which case such damage shall be paid for by the co-owner.

8o. No co-owner shall interfere with the carrying out of the works required for the conservation or repair of the immovable, even within said private portion parking space.

9o. Each individual co-owner shall remain responsible to the other co-owners for damage caused by his fault or his negligence, or that of his family, guests or lessees of his exclusive portion parking space.

10o. None of the rights and obligations of the co-owners created herein, or by law, shall be altered in any way by encroachments due to settlement or shifting of structures.

11o. All occupants of private portions shall have a right of passage on foot, through private portion parking spaces, to reach doors leading to any common areas; the whole however in such manner so as not to interfere with the permitted use of each garage space by the proprietor thereof.

The above private portions (parking spaces) can only be alienated, transferred, sold or donated, provided as follows:-

1o. That it is so alienated, transferred, sold or donated together with a private portion (housing unit) in this Project; or

2o. That it is alienated, transferred, sold or donated to a person who is already an owner of a private portion (housing unit) in this Project.

3o. Furthermore, the said private portions (parking spaces) can only be hypothecated together with a private portion (housing unit) in this project and cannot be hypothecated alone.

4o. The said private portions (parking spaces) can, however, be leased to either a co-owner and/or a tenant and/or other occupant of a private portion .

## 1.2 CONDITIONS REGARDING THE COMMON PORTIONS

**ARTICLE 96.** Subject to the provisions of the Civil Code of Quebec, the present declaration of co-ownership and particularly the present **BY-LAWS OF THE IMMOVABLE** and to the by-laws which may be adopted by the syndicate at any time, each co-owner shall have the full enjoyment of the common portions of the immovable to use them for the purposes for which they are intended and in accordance with the destination of the immovable and of the common portions without hindering the exercise of the same right by the other co-owners and subject to the restrictions appearing below, namely:

1o. Each co-owner is personally liable for damages caused to the common portions and, in general, for the damaging consequences which might result from the abuse or improper use of the common portions, whether by his own acts or by the acts of his lessee, a member of his family or visitors or persons to whom he gives access to the immovable.

2o. The co-owners do not have free access to the common portions of the immovable reserved for the exclusive use of the manager or the janitor for maintenance, storage of equipment and machines required for the operation of the immovable. They do not have access to the mechanisms controlling the heating, electricity or water supplying the common portions.

3o. The co-owners shall use the garbage chutes, if any, for disposal of garbage which must be properly wrapped before being dropped therein.

4o. No object of any kind which might obstruct the garbage chutes may be dropped therein, such objects shall be taken by the co-owners to the place chosen by the syndicate's board of directors.

5o. No co-owner or occupant or lessee may use the parking spaces reserved for visitors, unless with written authorization of the syndicate's board of directors or of the manager, as the case may be.

6o. No co-owner, tenant or occupant of the building may obstruct the entrances, vestibules, stairs and landings, the yards, sidewalks, access ways, driveways, parking spaces and other common areas, nor leave any objects whatsoever in such parts of the immovable. The vestibules may not at any time be used to store bicycles, motorcycles, children's vehicles or baby carriages.

7o. No object which is unsightly or apt to cause damage may be transported in the corridors, vestibules and entrances. Household movings shall be carried out according to the rules adopted by the board of directors. Furthermore, no dangerous or malodorous material may be brought into the building.

8o. No animal may be left or kept in the common portions.

9o. In general, the co-owners, the lessees, the members of their family, their guests, the occupants and any other persons in the premises must at all time respect the provisions of the present **BY-LAWS OF THE IMMOVABLE** and all by-laws adopted by the syndicate.

### **1.3 CONDITIONS REGARDING THE COMMON PORTIONS FOR RESTRICTED USE**

**ARTICLE 97.** Each co-owner who has the exclusive use of common portions for restricted use listed above in the **ACT CONSTITUTING THE CO-OWNERSHIP** must keep them clean, in good working order and repair and is responsible for repairing damage to those portions reserved for his exclusive use, whether by his own act, or that of his family, his tenant, his employees or visitors. Should he fail to do so, such maintenance and repair may be carried out by the syndicate at the expense of the co-owner involved.

**ARTICLE 98.** Subject to the provisions of the Civil Code of Quebec, to the present declaration of co-ownership and particularly to the present **BY-LAWS OF THE IMMOVABLE** and to the by-laws which the syndicate may adopt from time to time, each co-owner shall use the portions listed below subject to the following conditions, namely:-

#### **1o. Windows**

a) No unsightly object, no wind screen nor awning may be installed on the exterior or above the windows, or on the patios. No flower-pot or other article may be hung from the windows or on the balcony, nor placed on the window sills or outside of the balcony railing.

b) Each co-owner shall have the exclusive enjoyment of the windows or balcony to which his private portion gives access, and of the exterior doors giving ingress and egress to his private portion.

c) Each co-owner whose private portion has an adjoining balcony, must maintain it and keep it clean; he may not change its appearance or the material from which it is made.

20. Storage lockers

a) Each co-owner of a fraction shall have the exclusive enjoyment of at least one locker in accordance with the provisions of the **ACT CONSTITUTING THE CO-OWNERSHIP**.

b) The exclusive right of enjoyment of a locker may not be alienated separately from the fraction when this right is an accessory to the private portion under the **ACT CONSTITUTING THE CO-OWNERSHIP**. The acquisition of a fraction confers upon the purchaser this exclusive right of enjoyment of the locker assigned to the co-owner vendor.

c) In accordance with the **ACT CONSTITUTING THE CO-OWNERSHIP**, the exclusive right of enjoyment of the extra lockers may be transferred separately from the fraction. Such alienation may only be made in favour of a co-owner, upon pain of nullity. Notice of any transfer must be given to the syndicate within a delay of fifteen (15) days and entered in the register of co-ownership.

d) A person may not hold an exclusive right of enjoyment of an extra locker if he is not owner of a fraction. Should a person transferring his fraction contravenes the present paragraph, his exclusive right of enjoyment is automatically transferred to the transferee of the fraction.

e) The co-owner may not change the appearance of a locker nor the material of which it is made. He must also dispose of any contents which might be injurious or cause an increase in fire insurance premium.

**5220 BLVD. DES SOURCES  
DECLARATION OF CO-OWNERSHIP  
CHANGES ACCEPTED**

**BY THE CO-OWNERSHIP GENERAL ASSEMBLIES  
BETWEEN YEARS 2006 AND 2013 INCLUSIVELY**

**JUNE 14, 2006**

**ARTICLE 98, paragraph 1a)**

It is recommended that article 98, paragraph 1A be modified to permit retractable awnings installation identical (model and color) to those already installed at 603 and 605 and only the apartments at the rear of the building.

**SEPTEMBER 19, 2007**

The proposal of the Board to impose a 125\$ moving fee to the co-owner whenever he or his renter move, is unanimously adopted.

**SEPTEMBER 22, 2010**

**ARTICLE 95, paragraph 11**

The number of animals per unit will be limited to one small dog or one cat.

**SEPTEMBER 7, 2011**

Adopt the program to replace the water heaters as presented by the administration every ten (10) years.

**SEPTEMBER 26, 2012**

**ARTICLE 98, Storage lockers, paragraph 2, addition f)**

Each co-owner must ensure that all objects stored in his/her locker must be elevated a minimum of 3 inches (7,62 centimeters) from the floor. No claim for damages will be accepted if this minimum is not respected.